

DECLARATION OF CONDOMINIUM REGIME

THIS DECLARATION OF CONDOMINIUM REGIME made this 31st. day of March, 1975, by WINTERGREEN, a Virginia limited partnership with its principal offices located at Nellysford, Virginia,

W I T N E S S E T H:

WHEREAS, Wintergreen (the Declarant) is the fee simple owner of the hereinafter described real property; and

WHEREAS, the Declarant, in compliance with the Virginia Condominium Act, Sections 55-79.39 et seq. of the Code of Virginia (1950) (as amended) (the "Act"), wishes to submit the real property, and the improvements thereon, to the provisions of the Act;

NOW THEREFORE, in consideration of the premises, the Declarant does hereby submit the hereinafter described real property, with all improvements thereon, whether heretofore or hereafter constructed, and all appurtenances thereto, to the provisions of the Act, and does hereby establish a condominium regime with respect to said property, to be known as Eagles Court. All of said property (including all appurtenances and improvements) shall be held, conveyed, divided, or subdivided, leased, rented, and occupied, improved, hypothecated or encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth or incorporated by reference herein, and shall be deemed to run with and bind the land, and which shall be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof and shall inure to the benefit of each owner thereof.

I. Description:

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A. Original: Declarants are in the process of constructing on the property residential buildings containing a total of fifteen (15) Apartments as that term is defined in Section 55-79.41 of the Act, hereinafter to be called Units; in accordance with the Unit Location Map, attached hereto and incorporated herein by reference and marked as "Exhibit "A", and in accord with the unit floor plans attached hereto and incorporated herein by reference and marked as Exhibit "B".

For the purposes of this Master Deed, a unit shall be defined as a single family residential unit constructed or to be constructed as part of a residential building which contains two or more of such single family residential units. As used herein, the term "unit" shall be synonymous with such other terms, if any, which may be used to describe said units such as "townhouse", "apartment", "villa", "lodge", "dwelling", "condominium unit", "living unit", etc.

Each Co-Owner of a unit, by acceptance of a deed therefor, agrees that he has had full opportunity to inspect and examine the unit thus acquired by him and waives any claim or demand which he might otherwise have had against the Declarants or any other person whomsoever as a result of any discrepancy between the unit as it then exists and as it is described in this Master Deed, the exhibits attached hereto, and the architectural plans and specifications. The ownership of each unit shall include, and there shall pass with each unit as appurtenances thereto whether or not separately described, all of the right, title and interest of a Co-Owner in the property, which shall include but not be limited to an undivided interest in the Common Elements, membership in the Council and an undivided interest in the funds and assets by the Council.

B. Expansion:

(1) The Declarant hereby specifically reserves the option to expand this condominium regime to a total of no more than 45 units.

(2) There are no limitations on the option so reserved, except for the provisions in regard to total number of units and in regard to sections of units, as hereinafter set out. The consent of unit owners shall not be required.

(3) The option to expand the condominium regime, if not sooner exercised, shall expire seven years from the date of re-ordination of this Declaration in the Clerk's Office of the Circuit Court of Nelson County. Except for such time limitation, the reserved option shall remain open to Declarant until exercised or until a written agreement is recorded by the Declarant in the Clerk's Office of the Circuit Court of Nelson County specifically waiving and relinquishing such option.

(4) The land which may be added to the condominium regime, henceforth referred to as "additional land," shall be two parcels, more particularly identified as additional land Parcel A and additional land Parcel B as shown on Exhibit C attached hereto.

(5) If the additional land is added to the condominium regime, it may be added only as shown as Parcel A and Parcel B on Exhibit C attached hereto.

(6) If only one parcel is added, Parcel A must be added before Parcel B, but both parcels may be added at the same time, at Declarant's option.

(7) There are no limitations on the location of any improvements on each parcel of additional land.

(8) No more than 15 condominium units may be located on each of additional land Parcel A and additional land Parcel B, making a total of 30 additional units in the regime.

(9) All units located on such additional land shall be restricted exclusively to residential use.

(10) Any structures erected on the additional land added to the condominium regime will be compatible in terms of quality of construction with the structures on the submitted land, but there is no assurance that such structures will have the same principal materials or architectural style.

(11) There shall be no limitations on what other improvements, other than the condominium units, may be made on the additional land, except that no improvements shall be placed thereon for commercial or other than residential purposes and any such improvements shall be complimentary to and for the use of the owners and residents of the condominium units.

(12) Any condominium units constructed on any portion of the additional land will be residential units, but there is no assurance that they will be substantially identical to the units on the submitted land nor is there any limitation as to the type of unit except to the extent affected by paragraph (10) above.

(13) Declarant reserves the right to create limited common elements within the additional land such as balconies, patios, ski closets or other appurtenances to an individual unit which are designed for the exclusive use of that unit. Such area shall be designated as limited common elements at the time the additional land is added to the condominium regime, but there shall be no area designated therein as common elements which may subsequently be assigned as limited common elements except that there may be assigned no more than two parking spaces to each unit constructed therein as limited common elements for such unit.

II. LEGAL INTEREST: Eagles Court consists initially of fifteen units as specifically designated on Exhibit "B" attached hereto and as hereinafter more particularly defined, together with Common Elements as defined herein and in the Act. Each unit, together with its undefined interest in the Common Elements, shall constitute for all purposes real property which may be individually conveyed and encumbered and may be the subject of ownership, possession or sale of all types of juridic acts inter vivos or mortis causa as if it were solely and entirely independent of the other units in the building or buildings of which they form a part, and the corresponding individual titles and interests shall be recordable.

III. TYPES, AREA AND CONTENT OF UNITS: Each of the units of Eagles Court shall be composed of the rooms and contain square footage of interior space as described and enumerated herein and as shown in "Exhibit B" to this Master Deed, subject only to possible minor variations as may occur in the course of construction.

IV. HORIZONTAL AND VERTICAL BOUNDARIES: All units of Eagles Court, shall be shown on Exhibits "A" and "B" and shall have horizontal and vertical boundaries as follows:

A. Vertical Boundary: The plane of the exterior surface of exterior walls, and the plane of the centerline of the party walls which separate one unit from another shall constitute the vertical boundaries of the unit and shall include windows, window frames, doors, door frames and trim included in such exterior walls, and when there is attached to the unit a canopy, steps, stairway, deck, porch, entry bridge or similar structure serving only such unit, then such unit shall also include such structure and fixtures thereon.

B. Horizontal Boundary: The underside of the subflooring shall constitute the lower horizontal boundary of each unit, whether ground floor or above. The underside of the subflooring of the unit immediately above shall constitute the upper horizontal boundary of all units except the top unit in each building, and the underside of the roof base shall constitute the upper horizontal boundary of the top unit in each building.

C. All boundaries of units shall be physical, as built boundaries.

V. GENERAL COMMON ELEMENTS: The General Common Elements of Eagles Court shall consist of all the land described in and shown on Exhibit "A" attached hereto and incorporated herein, exclusive of the residential buildings and appurtenances thereto as contained within the boundaries of each unit, as provided in this Master Deed.

VI. INTEREST IN COMMON ELEMENTS:

A. Ownership of the Common Elements as described herein shall be by the Co-Owners as tenants in common. The undivided interest of each Co-Owner in and to the Common Elements at any particular time and the share of each Co-Owner in the expense of operating and maintaining the Common Elements shall be a fraction in which the numerator is one and the denominator the total number of units in the regime. The undivided interest of each Co-Owner in the Common Elements is appurtenant to the unit owned by him, and no such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass without the unit or other instrument describing the unit. Each Co-Owner and the Council may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Co-Owners.

Thus, for purposes of Ownership of Common Elements, voting in the Council of Co-Owners and assessments, each unit shall be considered the same and each owner shall initially have a one-fifteenth (1/15) interest in all of the above, subject to the provisions for expansion set out in subparagraph E. below.

B. The interests assigned herein do not necessarily reflect or represent the relative selling price or actual value of any unit and no opinion, appraisal, sale or market value transaction of one unit at a greater or lesser price than another unit shall be interpreted as requiring or permitting any change in the undivided interest assigned herein.

C. Except as provided herein, the use of the Common Elements shall be limited to Co-Owners of Units in residence and to their tenants in residence. The use of the Common Elements shall be governed by the By-Laws and rules and regulations adopted by the Council of Co-Owners (the "Council"), as defined in Section 55-79.73 of the Act. The cost of maintaining the Common Elements shall be borne among the Co-Owners in direct proportion to their interest in the Common Elements as defined in Article VI above.

D. The Common Elements shall remain undivided and no Co-Owner may bring any action for partition or division of these Common Elements.

E. In the event Declarant exercises its option to add additional land as set forth in paragraph IB above of this Declaration, with additional land and the units built thereon in accordance with this submitted plan and the common elements shall be apportioned evenly between all the units, both the units submitted under this plan and the units contained on the additional land, that is, when the additional land is added, each unit in the submitted plan and on the additional land shall have an undivided interest in the common elements which is determined by a fraction in which the numerator is 1 and the denominator is the total number of units contained in this plan and the additional

land. Upon exercise of the option to add additional land, the Declarant shall cause the recording of such plats and plans as required by the Virginia Condominium Act, Section 55-59.39 et seq., Code of Virginia, (1950 as Amended), and simultaneously therewith shall execute and record an amendment to this Declaration reallocating the undivided interest in the common elements on the basis hereinabove set out.

VII. ADMINISTRATION: The administration of Eagles Court Condominium Regime shall be conducted in accord with the provisions of this Master Deed and the By-Laws of the Council attached hereto as Exhibit "C".

VIII. EASEMENTS:

A. Enjoyment of Common Elements: Every Owner shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every unit. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Elements to the members of his family or to his tenants who reside in his unit.

B. Encroachments and Support: Each unit and the property included in the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the Declarants. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the Co-Owners of the units so affected agree that minor encroachments of parts of the adjacent unit or Common Elements due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Every portion of a unit contributing to the support of an abutting unit shall be burdened with an easement of support for the benefit of such abutting unit.

C. Utilities, etc.: There is hereby granted a blanket easement upon, across, over and under all of the property

for ingress, egress, installation, replacing, repairing and maintaining a master television antenna system and all utilities including, but not limited to, water, sewers, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the units. Notwithstanding anything to the contrary contained in this sub-paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by the Declarants, or thereafter approved by the Declarants, or thereafter approved by the Council. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarants or Council shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article VIII shall in no way affect any other recorded easement on said property.

D. Easements to Wintergreen: The Declarant does hereby reserve its successors and assigns, the easements and rights of way as hereinafter provided:

1. A perpetual, alienable and releaseable easement over, upon, across and under said property for the erection, maintenance, installation, and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas or other public conveniences or utilities.

2. An easement and right of way to cut drainways for surface water wherever and whenever such action may appear to Wintergreen to be necessary in order to maintain reasonable standards of health, safety and appearance; and to locate wells, pumping stations and tanks within the said property.

3. An easement and right of way for the purpose of access and enjoyment to Wintergreen, its successors and assigns, patrons, customers and invitees thereof over and upon the area of Eagles Court surrounding the ski lifts shown on Exhibit "A" and the ski slopes to be used in conjunction with said lifts. The lifts and related equipment, as defined herein, to include water storage and snow-making equipment which has been or may be placed on the lands of Eagles Court in conjunction with skiing activities, shall remain the sole property of Wintergreen, which shall be responsible for their operation and maintenance. Enjoyment of rights granted herein shall be subject to the control of Wintergreen, its successors or assigns.

4. The easement and rights of way granted herein may be exercised by any licensee of Wintergreen, but the granting of the aforesaid easements and rights of way shall not be considered an obligation of Wintergreen to provide or maintain any of the aforesaid utilities or services.

E. Streets: All streets within Eagles Court shall be private streets. Right of access and passage over such streets is granted to owners of property within Wintergreen, their tenants, delegates and invitees.

F. Repairs: The Council, or its designee, shall have the right to enter any unit when necessary to carry out any repair, maintenance, landscaping, or construction for which Council is responsible or for which any Co-Owner is responsible and has not completed after appropriate notice from the Council. The entry by the Council shall be made with as little inconvenience to the Co-Owner as practicable and any damage caused shall be

repaired at the expense of the Council unless the entry is made to perform any obligation for which the Co-Owner is responsible, in which event the entry and all work shall be done at the risk and expense of the Co-Owner.

G. Other:

1. There is hereby granted a blanket easement to the Council, its directors, officers, agents and employees to any Manager employed by or on behalf of the Council and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property by this Master Deed, By-Laws and Rules of the Council, in the event of emergencies, and in the performance of governmental functions;

2. Except when in an emergency situation, or in the exercise of a governmental function, the rights accompanying the easements provided by this Article VIII shall be exercised only during reasonable daylight hours and then whenever practicable only after advance notice to, and with the permission of, the Co-Owner or tenant directly affected thereby.

3. The Declarants, their successors or assigns, agents and employees, shall have a right of ingress and egress over the Common Elements as required for construction and development of the property.

IX. RESTRICTIVE AND AFFIRMATIVE COVENANTS:

A. Every person who is the record owner of a fee or undivided fee interest in any unit which is a part of Eagles Court Condominium Regime and which is subject to this Master Deed or any amendments thereto, shall be, in addition to a member of the Council of Co-Owners of Eagles Court, a member of the Wintergreen Property Owners Association, with all the rights and privileges of such membership and subject to all corresponding obligations including the payment of annual and special assessments. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

B. In addition to the provisions of this Master Deed and any amendments thereto, the property comprising Eagles Court Condominium Regime is expressly subject to the provisions of the "Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association and Wintergreen, A Virginia Limited Partnership," which declaration is dated September 26 , 1974, and is recorded in the Clerk's Office of the Circuit Court of Nelson County in Deed Book 137, page 589 , and to the provisions of "Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions Applicable to All Property in Wintergreen," dated September 26, 1974, of record in said Clerk's Office in Deed Book 137 , page 568 , and to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions-Multiple Family Covenants," dated September 10, 1974, and of record in said Clerk's Office in Deed Book 137 , Page 646 ; all of which Declarations are incorporated herein by reference.

X. CHANGES BY DECLARANTS: Nothing contained in this Master Deed Shall be deemed to affect in any way whatsoever the right of the Declarants, their successors or assigns, to sell or to change the location, design, method of construction, grade, elevation or any other part or feature of a unit prior to the conveyance of the unit to a purchaser, or to impose upon the Declarants, their successors or assigns any obligation of any nature to build, construct or provide any portion of Eagles Court Condominium Regime.

XI. MANAGEMENT:

A. Establishment of Assessments: The Council shall establish and collect from the Co-Owners assessments to provide for the maintenance of Common Elements and payment of other common expenses. Assessments charged to Co-Owners during the initial occupancy period shall be made by the Council in accordance with a schedule of charges established by Declarants prior to the opening of Eagles Court for occupancy. The initial assessment shall be in an

amount sufficient to meet the estimate of management, operation and maintenance expenses, reserves and all other expenses of the Council. Subsequent to the initial assessment, assessments made by the Council shall be in the amounts sufficient to meet the Council's estimate of expenses set forth in an operating budget. In the event the initial assessment or any subsequent assessments shall prove to be insufficient to meet the actual operating expenses and the reserve funds established pursuant to paragraphs C and D hereunder, the Board of Directors shall have the right and obligation to enact a new schedule of assessments to eliminate such insufficiency. The Council agrees that if at any time the Co-Owner of a condominium unit fails to pay his assessment, as provided in the By-Laws, the Council will initiate appropriate action to collect the assessment. Assessments shall be collected by the Council in advance, for periods of one year or less as the Council shall designate.

B. Liability for Assessments: The assessments imposed by the Council in accord with the provision of the By-Laws for the maintenance and operation of the Common Elements shall constitute a lien upon each unit superior to all other liens, other than liens for real estate taxes and liens for first or second trust financing. In addition, each Co-Owner shall be personally liable for all such assessments imposed by the Council which may be due but unpaid at the time he acquires a unit or which may become due and payable during any time while he owns a unit.

No Co-Owner of a unit may exempt himself from liability for assessments to his unit for the cost of the maintenance and operation of the Common Elements by the abandonment of his unit.

C. Reserve Fund: The Council shall establish and maintain a reserve fund for the purpose of affecting maintenance and repair of the Common Elements of Eagles Court as defined in this Master Deed.

D. General Operating Reserve Account: In addition to the reserve fund, the Council shall upon the sale of fifty percent (50%) of the units in Eagles Court establish and maintain a general operating reserve account and shall pay regularly into said account a sum equivalent to not less than three percent (3%) of the assessments chargeable to the Co-Owners of the condominium units in Eagles Court. Upon accrual in the said general operating reserve account of an amount equal to twenty-five percent (25%) of the current annual amount of assessments chargeable to the Co-Owners, the regular deposits may, by appropriate action of the Council, be discontinued and no further deposits need be made into such general operating reserve account so long as the twenty-five percent (25%) level is maintained, and provided further that upon such reduction below such twenty-five percent (25%) level, the regular deposits shall forthwith be made at the three percent (3%) rate until the twenty-five percent (25%) level is restored. The general operating reserve account shall remain in a special account and shall at all times be under the control of the Council. The general operating reserve account as herein provided is intended to provide a measure of financial stability during periods of special stress and may be used to meet deficiencies from time to time as a result of delinquent assessments from Co-Owners and for

other contingencies. Reimbursements shall be made to the account upon the payment of delinquencies for which funds were withdrawn from the account.

E. Books and Documents: All of the books and documents of the Council and all of its parties shall be subject to inspection and examination by the Co-Owners and Secured Parties or their duly authorized agents, at all reasonable times. The Council shall maintain monthly operating reports, certified financial reports and copies of minutes of all Council and Board meetings.

F. Secured Parties: Upon proper notice, the Council shall maintain a file of parties secured by deeds of trust or mortgages on the units within Eagles Court. This file shall include the name of the borrower, name and address of the secured party, legal description of the unit securing the obligation, and recording information concerning the instrument of encumbrance.

The Council shall provide to all secured parties:

1. Written notification by certified mail thirty (30) days prior to the effective date of:
 - (a) Any change in the condominium Master Deed or By-Laws; or,
 - (b) Any change of the manager of Eagles Court
2. Written notification by certified mail of:
 - (a) Default in payment of assessments, fees or charges due by the Co-Owner of a unit, which is the security for the indebtedness due the secured party, which is not cured within thirty (30) days from its due date;
 - (b) Annual, special and regular meetings of the Council and the Board of Directors.

A party which comes into possession of a unit by foreclosure of a first mortgage or first deed of trust or sale in lieu of such foreclosure shall take the property free of any claims for unpaid assessments or charges against the unit which accrue prior to the time such holder comes into possession of the unit.

Unless all holders of first trust or mortgage liens on individual units have given their prior written approval, the Council of Co-Owners shall not, except as provided in this Master Deed:

1. Fail to employ a professional manager for the condominium;
2. Change the percentage of an undivided interest of each Co-Owner in and to the Common Elements;
3. Partition or subdivide any unit or the Common Elements of the project or annex additional lands; nor
4. By act or omission seek to abandon the condominium status of Eagles Court.

Failure by a Co-Owner to cure a default in dues, fees or other payments due to the Council within sixty (60) days of written notice of such deficiency shall, in addition to any and all other rights and remedies, allow the holder of a first mortgage or first deed of trust, at its option, to accelerate the payment of any indebtedness secured thereby.

G. Violation: Upon a violation of any of the provisions of this Master Deed or By-Laws, by the Council or by any Co-Owner, a lender or mortgagee holding an indebtedness secured by a first deed of trust or mortgage on a condominium unit may give

written notice of such violation to the Council or to the Co-Owner (as the case may be) by certified mail. If the violation is not corrected to the satisfaction of the lender or mortgagee within fifteen (15) days after the date such notice is mailed or within such additional period of time as is set forth in the notice, the lender or mortgagee may, without further notice, declare a default under this Master Deed and (i) in case of a default of a Co-Owner, the holder of the indebtedness secured by a first deed of trust or mortgage may declare the whole of the indebtedness due and payable and proceed with foreclosure of the deed of trust or mortgage securing the note, and (ii) in the case of default by the Council, may apply to any court, state or federal, for specific performance, injunctive relief, or damages arising from the violation of the Master Deed, and may take such other relief as may be appropriate. These rights are granted to secure parties as creditor - beneficiaries of the covenants contained herein.

XII. MAINTENANCE, REPAIR AND INTERNAL CHANGES OF UNITS:

A. Every Co-Owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect Eagles Court in its entirety, or other Co-Owners.

B. All the repairs of internal installations within a unit such as water, electricity, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, screens, lamps and all other accessories belonging to a unit shall be at the Co-Owner's individual expense.

C. A Co-Owner shall reimburse the Council for any expenditures incurred in repairing or replacing any Common Element damaged through his negligence or failure to promptly perform all maintenance and repair work within his unit. Such amounts shall be treated as assessments as herein provided.

D. A Co-Owner shall not make structural modifications or alterations to his unit or its equipment without previously notifying the Council in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no Management Agent is employed, and obtaining the Council's written consent. The Council shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration, which may then be completed in accordance with the submitted proposals as if Council consent had been given.

XIII. INSURANCE:

A. The Council shall obtain, and maintain at all times, insurance against loss, by fire, with endorsement for extended coverage and additional extended coverage, including vandalism and malicious mischief, for the full insurable replacement cost of Eagles Court buildings and improvements as determined from the then existing and applicable building code requirements and in accordance with the appraisal of a qualified appraiser appointed from time to time by the Council for that purpose, with no more than three (3) years between appraisals. The policy or policies of insurance shall contain a "condominium property endorsement" on the FIRA Form of March, 1966, or such amended, substitute or replacement form of such endorsement as may be approved for use in Virginia, for each Co-Owner and for the lender or lenders having first trust liens upon any unit or units, or upon all or part of the Common Elements.

B. The insurance shall meet the following criteria:

1. All policies shall be written with a company licensed to transact business in the Commonwealth of Virginia and holding a rating of "AAAA" or better by Bests Insurance Reports, and a policyholder's rating of "A+" or better;

2. The Council or its designee shall have the exclusive authority to adjust losses under the insurance policies, with the consent and approval of any lender having a security interest in any damaged unit or Common Element;

3. In no event shall the insurance coverage obtained and maintained by the Council be brought into contribution with insurance purchased by individual Co-Owners or their lenders;

4. Each Co-Owner may obtain additional insurance at his own expense upon his unit, provided that no Co-Owner shall maintain insurance coverage which will decrease the amount which the Council may realize under any insurance policy which it may have in force on Eagles Court at any particular time; provided, however, each Co-Owner shall file with the Council a copy of each individual policy of insurance purchased by the Co-Owner within thirty (30) days after its purchase; each Co-Owner shall notify the Council of all improvements made by him to his unit having a value in excess of \$1,000.00;

5. The insurance carrier shall waive subrogation as to any claim or claims against the Council, its agents or employees, the Co-Owners and their representative agents, employees and guests, other than independent contractors;

6. Each of the policies of insurance obtained by the Council shall contain provisions (i) that they must not be canceled, invalidated or suspended on account of the conduct of one or more of the individual Co-Owners; (ii) that they must not be

canceled, invalidated or suspended on account of the conduct of any officer or employee of the Council without a prior demand in writing that the Council cure the conduct of such officer or employee with appropriate time to effect such cure; and (iii) that if the Council fails to cure the conduct of the officer or employee within the allotted time, the policies may still not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insured, including all mortgagees and Co-Owners.

7. Provision shall be made for the insurance of a certificate of insurance to each Co-Owner and party secured by a trust lien on each unit, if any, if requested, which shall specify the proportionate amount of fire and extended coverage insurance attributable to the Co-Owners unit.

C. The Council in its sole discretion shall from time to time designate not less than three Co-Owners, or an attorney licensed to practice in the Commonwealth of Virginia, or a bank or trust company authorized to do business in the Commonwealth of Virginia, as an Insurance Trustee. The Council shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of Eagles Court Condominium Regime. The Insurance Trustee shall be empowered to employ the services of an architect, appraiser, and building estimator in carrying out his responsibilities.

D. Except as herein provided, an Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under any of the policies of insurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed unit. The Co-Owner of a damaged or destroyed unit shall

be obligated to commence the work of repairing or reconstructing the unit within sixty (60) days from the date of the damage or destruction. The work shall be accomplished within accord with the same plans and specifications by which the unit was originally constructed; subject, however, to the prior written approval of the Council. The Insurance Trustee shall make available and pay to the Co-Owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the unit. The payment of the proceeds of insurance shall be made as the work progresses at such times and upon compliance by the Co-Owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the unit in a workmanlike manner, free and clear of any mechanic's and materialmen's liens and encumbrances, liens, claims or charges. If the cost of the reconstruction or repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the Co-Owner.

In the event the insurance proceeds exceed the amount necessary to reconstruct or repair a damaged or destroyed unit, the excess shall be paid to the Co-Owner, subject to the rights of any secured creditor. Insurance proceeds for damage, destruction or theft concerning the Common Elements shall be treated in accordance with the provisions of Article XIV, paragraph A.

E. The Council shall also obtain and maintain a public liability insurance policy covering all Common Elements and all damage or injury caused by the negligence of the Council or any of its agents or employees, which policy limit shall be at least One Million Dollars (\$1,000,000.00) single limit as respects bodily injury and property damage. The Council shall be empowered

to obtain and maintain such additional insurance and in such amounts as it deems prudent, and shall maintain workmen's compensation insurance as required by law for employees of the Council, if any.

F. The premiums for insurance coverage shall be a common expense of Eagles Court Condominium Regime to be paid by assessments levied by the Council against each of the Co-Owners in accord with their respective percentages of interest as set forth in Article VII, paragraph B.

G. In the event two-thirds (2/3) or more of the total number of units in Eagles Court Condominium Regime are destroyed or substantially damaged, the Board of Directors shall, within sixty (60) days, call a special meeting of the Council for the purpose of determining whether to reconstruct or repair the damaged units, or in the alternative to terminate the Horizontal Property Regime and remove the property from the provisions of the Act. An affirmative vote of the unit owners of the units constituting four-fifths (4/5) of the votes of the Owners Council not to reconstruct or repair the damaged or destroyed units shall have the effect of termination upon the recordation of an instrument evidencing this determination as provided in Article XV, paragraph B, herein. In the event a determination is not made within sixty (60) days of the date of the damage or destruction of two-thirds (2/3) or more of the units to reconstruct or terminate, all damaged or destroyed units must be repaired or restored.

XIV. CONDEMNATION:

A. Partial Taking without Direct Effect on Units:
If part of Eagles Court shall be taken or condemned by any authority having the power of eminent domain such that no units

are taken, all compensation and damages for and on account of the taking of the Common Elements, exclusive of any compensation which may be awarded as consequential damages to any specifically affected units, shall be payable to the Insurance Trustee as trustee for all Co-Owners and secured parties according to their respective interests in such Common Elements. The Council shall have the right to act on behalf of the Co-Owners with respect to negotiation and litigation concerning the taking and compensation for Common Elements, without limitation on the right of Co-Owners to represent their own interests to the maximum extent permitted by law not inconsistent with this provision.

Condemnation proceeds shall be paid to the Insurance Trustee and shall be used, to the extent necessary, for the restoration or replacement of any General Common Element improvements so taken on the remaining portion of Eagles Court in substantial compliance with the original development plan, so as to restore the general value and amenities of Eagles Court. In the event there is an award in excess of the amount necessary to so substantially restore the General Common Elements, it shall be used to (i) defray common expenses, (ii) placed in a general operating or replacement reserve, or (iii) distributed to the Co-Owners in proportion to their share of ownership in the Common Elements, whichever the Council shall in its sole discretion decide.

Nothing herein is to prevent Co-Owners whose units are specifically affected by the taking or condemnation from joining in the condemnation proceedings in petitioning on their own behalf for consequential damages relating to the loss of value of individual Units or personal improvements therein,

exclusive of damages relating to Common Elements, to the fullest extent permitted by law. In the event that the condemnation award does not allocate consequential damages to specific Units but includes an award for consequential value to Units without such allocation, the award shall be divided among the Council and affected Co-Owners in such proportion as may be agreed upon. If agreement cannot be reached, allocation shall be made by arbitration in accordance with the rules of the American Arbitration Association.

B. Partial or Total Taking Directly Affecting Units:

If part or all of Eagles Court as it then exists shall be taken or condemned by any authority having the power of eminent domain such that any Unit or part thereof is taken, the Council shall have the right to act on behalf of the Co-Owners with respect to the damages affecting their respective Unit. The awards so made for damages to Common Elements and Units shall be distributed to the Insurance Trustee to restore the Units and improvements on the remaining Common Elements in the same manner as provided for restoration in the event of casualty loss to the extent possible, attempting to rebuild buildings containing new Units in the same number, size, and basic plan as the Units taken, with any excess award distributed as in Paragraph A of this article. If such rebuilding of Units is determined not to be feasible by the Board of Directors, the awards for taken Units shall be distributed to the respective Co-Owners and secured parties as their interests may appear. In such case, the percentage of ownership of Common Elements and participation in the payment of common expenses shall be adjusted among the remaining

Units in proportion to their respective undivided interests in the common elements, with any unit partially taken participating in such reallocation on the basis of their reduced undivided interest as set out in the next paragraph.

In the event that a Unit shall have been reduced in size, such as a three-bedroom Unit reduced to a two-bedroom Unit, the percentage of ownership for the so-reduced Unit shall be reduced in proportion to the diminution in the fair market value of such unit, as set out in Section 55-79.44(c) of the Code of Virginia (1950 as amended).

In the event of taking without reconstruction of all or part of one-fourth (1/4) of the Units of Eagles Court, the Board of Directors shall within sixty (60) days call a special meeting of the Council for the purpose of determining whether the Condominium regime should be terminated. An affirmative vote by the Unit owners of units to which four-fifths (4/5) of the votes in the Unit Owners Association appertain, of the Co-Owners whose Units were not taken in condemnation, shall have the effect of termination upon the recordation of an instrument evidencing this determination as provided in Article XV herein.

XV. TERMINATION: Eagles Court Condominium Regime shall be terminated and the property removed from the provisions of the Act in the following manner:

A. Agreement: Upon the recordation among the land records of Nelson County, Virginia, of an instrument duly executed and acknowledged by the appropriate officers of the Council of Co-Owners of Eagles Court evidencing the affirmative vote of the Co-Owners of Units to which at least four-fifths (4/5) of the votes in the Owners Association appertain, taken at a special meeting of the Council called for the purpose of terminating the Condominium regime, and the written consent of the holders of all liens affecting any of the Units or Common Elements of Eagles Court.

B. Destruction: In the event it is determined in the manner provided in Article XII hereof, that the property shall not be repaired or reconstructed after casualty, upon the recordation of an instrument duly executed and acknowledged by the appropriate officers of the Council of Co-Owners among the aforesaid land records evidencing the affirmative vote of the Co-Owners of Units to which at least four-fifths (4/5) of the votes in the Owners Association appertain, taken at a special meeting of the Council called for the purpose of terminating the Condominium regime, and the written consent of the holders of all liens affecting any of the Units on Common Elements of Eagles Court.

C. Condemnation: In the event the required number of units or any parts thereof shall be taken by any authority having the power of eminent domain and it is determined in the manner provided in Article XV hereof to terminate Eagles Court, upon the recordation of an instrument duly executed and acknowledged by the appropriate officers of the Council of Co-Owners among the aforesaid land records evidencing the determination, and certifying the facts effecting the termination.

D. Ownership After Termination: In the event of the termination of the Condominium regime established hereby, (1) the property shall be deemed to be owned in common by the Co-Owners; (2) the undivided interest in the property owned in common which shall appertain to each Co-Owner shall be the percentage of undivided interest previously owned by such Co-Owner in the Common Elements; (3) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the Co-owner in the property; and (4) the property shall be subject to an action for partition at the suit of any Co-Owner, in which event the net proceeds of sale, should partition in kind be deemed impractical, shall be paid to the Insurance Trustee. Said

net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund which, after paying all expenses of the Insurance Trustee, shall be divided among all of the Co-Owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out the respective shares of the Co-Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Co-Owner.

IN WITNESS WHEREOF, Wintergreen has caused this Master Deed to be executed by its duly authorized agent on the date first above mentioned.

WINTERGREEN, a Virginia Limited Partners

By CCF-WINTERGREEN, INC.

By Gary W. Huan
Vice President



Corporate Seal

ATTEST:

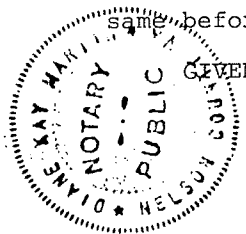
Hubert Seath
Secretary

STATE OF VIRGINIA

COUNTY OF NELSON, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 4th day of December, 1976, do hereby certify that Gary W. Huan, whose name is signed to the foregoing Declaration as Vice-President of CCF-Wintergreen, Inc., bearing date on the 31st day of March, 1975, has personally acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 16th day of March, 1975.



Sidney Kay Martin
Notary Public

EAGLES COURT CONDOMINIUM

First Amendment

To

Declaration of Condominium Regime

THIS AMENDMENT made this 12th day of September, 1975 to the Declaration of Condominium Regime for Eagles Court Condominium registered July 7, 1975 as Condominium Registration Number 75-107, by WINTERGREEN, a Virginia limited partnership with its principal office located at Nellysford, Virginia.

W I T N E S S E T H:

WHEREAS Wintergreen (the Declarant) is the fee simple owner of the hereinafter described real property; and

WHEREAS, the Declarant has previously recorded its Declaration creating the Eagles Court Condominium Regime and by such Declaration specifically reserved the option to expand the Regime in accordance with Section 55-79.63 of the Code of Virginia (1950, as amended).

NOW THEREFORE, in consideration of the premises, the Declarant does hereby specifically exercise the option which it reserves pursuant to Section I. B. of the Declaration of Condominium Regime for Eagles Court Condominium to expand the Regime to include the hereinafter described land and fifteen additional units constructed thereon, as hereinafter described, and to reallocate the undivided interests in the common elements held by each unit owner.

1. Description. The land to be added to the Condominium Regime by this Amendment is more completely described by metes and bounds on the plat attached hereto as Exhibit A, on which it is shown as "Phase II" and contains a total land area of 0.7777 acres, more or less. The plat attached hereto is the

SEE ALSO PLAT BOOK 9, PAGE 100
& PLAT BOOK 10, PAGE 1.

same in all respects as Exhibit C attached to the Eagles Court Condominium's Declaration of Condominium Regime referred to above.

2. Description of Unit. Declarant has constructed on the land described in paragraph 1 above fifteen residential units as that term is defined in Section 55.79.41 of the Act, the buildings containing such units to be located in accordance with Exhibit A attached hereto, and the units shall be described in accordance with the unit floor plans attached to and marked as Exhibit D to the Eagles Court Condominium Declaration of Condominium Regime, which exhibit is incorporated herein by reference as Exhibit B hereto, and shall have horizontal and vertical boundaries as follows:

a. Vertical boundary: The plane of the exterior surface of exterior walls, and the plane of the center line of the party walls separating one unit from another shall constitute the vertical boundaries of the unit and shall include windows, window frames, doors, door frames, and trim included in such exterior walls, and when there is attached to the unit a canopy, steps, stairway, deck, porch, entry bridge or patio serving only such unit, then such unit shall also include such structure and fixtures thereon.

b. Horizontal boundary: The underside of the subflooring shall constitute the lower horizontal boundary of each unit, whether the ground floor or above. The under side of the subflooring of the unit immediately above shall constitute the upper horizontal boundary of all units except the top unit in each building, and the underside of the roof base shall constitute the upper horizontal boundary of the top unit in each building.

SEE ALSO PLAT BOOK 9, PAGE 100
& PLAT BOOK 10, PAGE 1.

c. All boundaries of units shall be final, as built boundaries.

3. General Common Elements. The general common elements of Eagles Court shall be expanded by this Amendment to include all of the land described as Phase I and Phase II on Exhibit A attached hereto and incorporated herein, exclusive of the residential buildings and appurtenances thereto as contained within the boundaries of each unit, as provided in paragraph 2 above.

4. Interest in Common Elements. In accordance with paragraph VI. E. of the Declaration of Condominium Regime for Eagles Court Condominium, the ownership interest in the common elements and voting rights in the council of co-owners and assessments by the council of co-owners, shall be a one-thirtieth undivided interest appurtenant to each unit in the original fifteen units created by the Declaration of Condominium and the fifteen units additional thereto added by this Amendment to such Declaration.

5. Unit Owners' Association. The By-Laws of Eagles Court Condominium Unit Owners' Association specifically provide for expansion of the Regime and cover the voting and property rights as well as assessments and duties of unit owners. The By-Laws are recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, with the Declaration and are incorporated herein by reference as Exhibit C.

The purpose of this Amendment is to expand Eagles Court Condominium from a total of fifteen units to a total of thirty units, pursuant to the option reserved in the Declaration and except for such expansion as herein set out, all the terms and

conditions of the Eagles Court Condominium Declaration of Condominium Regime shall remain in full force and effect, are incorporated herein by reference, and this Amendment shall be considered a supplement thereto.

IN WITNESS WHEREOF, Wintergreen has caused this Amendment to the Declaration to be executed by its duly authorized agent on the date hereinabove first mentioned.

WINTERGREEN,
A Virginia Limited Partnership
By its General Partner

BIG SURVEY PROPERTIES

By: CC&F WINTERGREEN, INC.
Agent for Big Survey Properties,
a Massachusetts General Partnership

By Gary W. Sheer



STATE OF VIRGINIA
COUNTY OF NELSON, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 10th day of January, 1978, do hereby certify that Gary W. Sheer, whose name is signed to the foregoing Declaration as Vice-President of CCF-Wintergreen, Inc., bearing date on the 12th day of September, 1976, has personally acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 19th day of May, 1976.

[Signature]
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County
May 19 1976. This writing was admitted to record at
4:15 o'clock P.M. and the tax imposed by Sec. 58-54.1 of
the Code in the amount of \$ Exempt has been paid.

TESTE: Rosemary J. Davis, Deputy Clerk

State Tax 101 \$ Exempt
Co. Tax 204A \$ "
State Tax 120 \$ "
Co. Tax 220A \$ "

SEE ALSO PLAT BOOK 9, PAGE 100
& PLAT BOOK 10, PAGE 1.

EAGLES COURT CONDOMINIUM

Second Amendment

To

Declaration of Condominium Regime

THIS AMENDMENT made this 16th. day of August , 1976 to the Declaration of Condominium Regime for Eagles Court Condominium registered July 7, 1975 as Condominium Registration Number 75-107, by WINTERGREEN, a Virginia limited partnership with its principal office located at Nellysford, Virginia.

W I T N E S S E T H:

WHEREAS Wintergreen (the Declarant) is the fee simple owner of the hereinafter described real property; and

WHEREAS, the Declarant has previously recorded its Declaration creating the Eagles Court Condominium Regime and by such Declaration specifically reserved the option to expand the Regime in accordance with Section 55-79.63 of the Code of Virginia (1950, as amended), and by First Amendment to such Declaration, dated September 12, 1975, expanded it to include Phase II; and

WHEREAS, Declarant now wishes to again expand the Condominium Regime to include Phase III.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby specifically exercise the option which it reserves pursuant to Section I. B. of the Declaration of Condominium Regime for Eagles Court Condominium to expand the Regime to include the hereinafter described land and twelve additional units constructed thereon, as hereinafter described, and to reallocate the undivided interests in the common elements held by each unit owner.

1. Description. The land to be added to the Condominium Regime by this Amendment is more completely described by metes and bounds on the plat attached hereto as Exhibit A, on which it is shown as "Phase III" and contains a total land area of 1.4784 acres, more or less. The plat attached hereto is the same in all respects as Exhibit C attached to the Eagles Court Condominium's Declaration of Condominium Regime referred to above.

2. Description of Unit. Declarant has constructed on the land described in paragraph 1 above twelve residential units as that term is defined in Section 55-79.41 of the Act, the buildings containing such units to be located in accordance with Exhibit A attached hereto, and the units shall be described in accordance with the unit floor plans attached to and marked as Exhibit D to the Eagles Court Condominium Declaration of Condominium Regime, which exhibit is incorporated herein by reference as Exhibit B hereto, and shall have horizontal and vertical boundaries as follows:

a. Vertical boundary: The plane of the exterior surface of exterior walls, and the plane of the center line of the party walls separating one unit from another shall constitute the vertical boundaries of the unit and shall include windows, window frames, doors, door frames, and trim included in such exterior walls, and when there is attached to the unit a canopy, steps, stairway, deck, porch, entry bridge or patio serving only such unit, then such unit shall also include such structure and fixtures thereon.

b. Horizontal boundary: The underside of the subflooring shall constitute the lower horizontal boundary of each unit, whether the ground floor or above. The under side of the subflooring of

the unit immediately above shall constitute the upper horizontal boundary of all units except the top unit in each building, and the underside of the roof base shall constitute the upper horizontal boundary of the top unit in each building.

c. All boundaries of units shall be final, as built boundaries.

3. General Common Elements. The general common elements of Eagles Court shall be expanded by this Amendment to include all of the land described as Phase I, Phase II and Phase III on Exhibit A attached hereto and incorporated herein, exclusive of the residential buildings and appurtenances thereto as contained within the boundaries of each unit, as provided in paragraph 2 above.

4. Interest in Common Elements. In accordance with paragraph VI. E. of the Declaration of Condominium Regime for Eagles Court Condominium, the ownership interest in the common elements and voting rights in the council of co-owners and assessments by the council of co-owners, shall be a one-forty-second undivided interest appurtenant to each unit in all three Phases created by the original Declaration of Condominium and the Two Amendments to such Declaration.

5. Unit Owners' Association. The By-Laws of Eagles Court Condominium Unit Owners' Association specifically provide for expansion of the Regime and cover the voting and property rights as well as assessments and duties of unit owners. The By-Laws are recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, with the Declaration and are incorporated herein by reference as Exhibit C.

The purpose of this Amendment is to expand Eagles Court Condominium to a total of forty-two units, pursuant to the option reserved in the Declaration and except for such expansion as herein set out, all the terms and conditions of the Eagles Court Condominium Declaration of Condominium Regime and the First Amendment thereto shall remain in full force and effect, are incorporated herein by reference, and this Amendment shall be considered a supplement thereto.

IN WITNESS WHEREOF, Wintergreen has caused this Amendment to the Declaration to be executed by its duly authorized agent on the date hereinabove first mentioned.

WINTERGREEN,
A Virginia Limited Partnership
By its General Partner

BIG SURVEY PROPERTIES

By: CC&F WINTERGREEN, INC.
Agent for Big Survey Properties,
a Massachusetts General Partnership

By Lewis F. Payne, Jr.

STATE OF VIRGINIA To-Wit:

COUNTY OF NELSON

The foregoing instrument was acknowledged before me this 16th day of August, 1976, by Lewis F. Payne, Jr., Vice-President of CC&F Wintergreen.

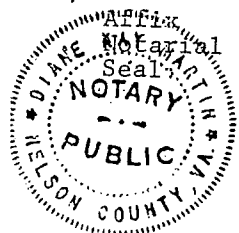
My commission expires: My Commission Expires December 4, 1979

Lionel Kay Martin
NOTARY

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County 8-18- 1976, This writing was admitted to record at 11:00 o'clock A. M. and the tax imposed by Sec. 58-54.1 of the Code in the amount of \$ Exempt has been paid.

TESTE Lionel Kay Martin Clerk

PLATS RECORDED PLAT BOOK 10
PAGES 10 & 11



State Tax 101 \$ Exempt
Co. Tax 204A \$ "
State Tax 120 \$ "
Co. Tax 220A \$ "

THIRD AMENDMENT
TO EAGLES COURT CONDOMINIUM
DECLARATION OF CONDOMINIUM REGIME

THIS AMENDMENT made this 10th. day of March, 1977, to the Declaration of Condominium Regime for Eagles Court Condominium registered July 7, 1975 as Condominium Registration Number 75-107, by WINTERGREEN, a Virginia limited partnership with its principal office located at Nellysford, Virginia.

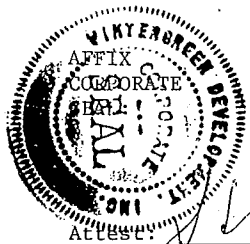
W I T N E S S E T H :

WHEREAS Wintergreen (the Declarant) has previously recorded its Declaration creating the Eagles Court Condominium Regime which included a total of fifteen (15) condominium units and by such Declaration specifically reserved the option to expand the Regime to a total of forty-five (45) units in accordance with Section 55-79.63 of the Code of Virginia (1950), as amended, and by first amendment to such Declaration, dated December 12, 1975, expanded it to include Phase II for a total of thirty (30) units, and by second amendment to such Declaration, dated August 16, 1976, expanded it to include Phase III for a total of forty-two (42) units; and

WHEREAS, Declarant now wishes to waive any and all right to expand the Condominium Regime to include more than forty-two (42) units.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby waive any and all right to expand the Eagles Court Condominium Regime to include more than forty-two (42) units.

IN WITNESS WHEREOF, Wintergreen has caused this Amendment to the Declaration to be executed by its duly authorized agent on the date hereinabove first mentioned.



J. M. Sall
Attest.

WINTERGREEN,
A Virginia Limited Partnership
By its General Partner

WINTERGREEN DEVELOPMENT, INC.

BY: *Lewis F. Payne Jr.*
President

STATE OF VIRGINIA
AT LARGE TO WIT:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid by Lewis F. Payne, Jr., on behalf of WINTERGREEN, acting through Wintergreen Development, Inc., General partner, this the 14th day of March, 1977.

My commission expires 10 January, 1981
VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County
March 14, 1977. This writing was admitted to record
3:15 o'clock P.M. and the tax imposed by Sec. 1331 of
the code in the amount of \$ Exempt has been paid.

WITTE: *Mary J. Houchens, Deputy Clerk*

[Signature]
T. David Thelen, Notary Public
State Tax 101 \$ Exempt
Co. Tax 200A \$ "

BOOK 369 PAGE 630

DELIVERED TO: Condo Management, Inc
P.O. Box 322
Wellesford, Va. 22958

AMENDED AND RE-STATED BY-LAWS
OF
THE TIMBERS CONDOMINIUM UNIT OWNERS' ASSOCIATION

This instrument amends and re-states the original by-laws of The Timbers Condominium Unit Owners' Association adopted on the 15th day of September, 1976, and attached as Exhibit D to the Declaration of Condominium recorded in the Nelson County Circuit Court Clerk's Office in Deed Book 152, at page 576.

ARTICLE I

Office

Section 1. The office of the association and of the board of directors shall be located at the professional management company designated by the board of directors or at such other place as may be designated from time to time by the board of directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to The Timbers Condominium Unit Owners' Association, its successors and assigns.

01701

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Condominium of The Timbers Condominium (herein the "condominium").

Section 3. "Common elements" means all portions of the condominium other than the units

Section 4. "Condominium unit" means a unit together with the undivided interest in the common elements appertaining to that unit (compare the definition of "unit" below) .

Section 5. "Unit" shall mean and refer to a portion of the condominium designed and intended for individual ownership and use.

Section 6. "Member" shall mean and refer to every person who holds membership in the association.

Section 7. "Owner" or "unit owner" means one or more persons who own a condominium unit, including contract sellers. This term shall not include any person or persons holding an interest in a condominium unit solely as security for a debt.

Section 8. "Person" means a natural person, corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination thereof.

Section 9. "Declarant" shall mean and refer to The Timbers Development, a Virginia limited partnership, its successors and assigns as developer of the "property."

Section 10. "Declaration" shall mean and refer to the Declaration of Condominium (herein the "declaration") applicable to the property recorded in the Office of the Clerk of the Circuit Court of the County of Nelson, Virginia.

Section 11. "Association manager" means a professional management person or firm appointed by the board of directors to operate and manage the property on behalf of the association.

ARTICLE III

Membership

Section 1. Who Shall be Members. Every person who is an owner of record of an undivided fee interest in any condominium unit, which is subject by the declaration to assessment by the association, including contract sellers, shall be a member of the association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any condominium unit which is subject to assessment by the association. Ownership of such condominium unit shall be the sole qualification for membership.

Section 2. Suspension of Membership Rights. During any period in which a member shall be in default in the payment of any quarterly or special assessments, the voting rights and right to use the common elements may be suspended by the board of directors until such assessment has been paid. Such rights of a member may also be suspended by the board of directors for failing to comply with any rules or regulations established by the board of directors governing the use of the common elements. This suspension will be lifted once the board of directors is assured that the member is in compliance with the applicable rule or regulation.

ARTICLE IV

Obligations of the Owners

Section 1. Financial.

(a) Expenses, Assessments. Every owner shall contribute toward the expenses of administration

of the association, including but not limited to all types of insurance, the cost of operation, maintenance, repair, and replacement of the common elements, as provided by the declaration. The association shall fix a quarterly charge for each condominium unit in an amount sufficient to provide for current expenses, reasonable reserves for future expenses and such other expenses as the association may deem proper, subject to adjustment from time to time as the board of directors may deem proper. A special assessment may be made for extraordinary expenses and capital improvements by the board of directors.

(b) Payments. The quarterly charge is payable on the first day of January, April, July and October. Interest on unpaid charges will be made after a thirty day grace period. A one-time late fee also will be imposed after a sixty day grace period. The quarterly charge, interest rate and late fee amount will be established by the board of directors. The quarterly rate for the next year will be announced at the annual meeting. Interest rate and late fee amounts may be changed at any time by the board of directors. A ninety day

notice will be given for changes of interest rates and late fee amounts or special assessments.

(c) Liabilities. Quarterly charges and assessments are prior in right to all other charges whatsoever except assessments, liens, and charges in favor of the State of Virginia or the County of Nelson for taxes past due and unpaid on any such condominium unit and for amounts and liabilities secured by mortgage instruments or deeds of trust duly recorded. In the event any owner is delinquent in the payment of any assessment for a period in excess of thirty days, the association is authorized to discontinue all services to his unit and residents thereof.

Section 2. Maintenance and Repair.

(a) Every owner must perform or have performed promptly all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, and is expressly responsible for the damages and liabilities that his failure to do so may engender. The association manager may make these repairs, if necessary, and subsequently bill

the owner. These charges are to be reimbursed by the owner and are subject to interest and penalties.

(b) All the repairs of internal installations of the unit such as water, lights, power, sewage, telephone, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit shall be the owner's responsibility to maintain. The association will pay any unpaid utility bills of a unit owner to prevent the shutoff of utilities when the shutoff would affect other units. These charges are to be reimbursed by the owner and are subject to interest and penalties.

(c) Any owner shall reimburse the association for any expenditures incurred in repairing or replacing any common elements damaged through his fault.

Section 3. Use of units. All units shall be utilized in accordance with the provisions of the by-laws, the declaration, and house rules.

Section 4. House Rules. In order to assure the peaceful and orderly use and enjoyment of the property, the association may from time to time adopt, modify,

and revoke reasonable rules and regulations to be called house rules. House rules shall only be adopted at the annual or a special meeting of the association. Such house rules, upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon the owners.

Section 5. Foreclosure of Lien. In any suit to foreclose a lien for charges or assessments by the association levied against any condominium unit, the association may represent itself through its president or board of directors in like manner as any mortgagee of real property. The president or board of directors acting on behalf of the unit owners shall have the power to bid and acquire such condominium unit at a foreclosure sale. Suit to recover a money judgment for unpaid common expenses shall be permitted with all costs and reasonable legal fees without foreclosing or waiving the lien securing the same.

Section 6. Right of Entry. The president or the association manager or any person authorized by the board of directors shall have the right to enter each unit

in case of any emergency originating in or threatening such unit whether or not the owner or occupant is present at the time. Every owner and occupant, when so required, shall permit the association manager or its agents to enter the unit at reasonable times for the purpose of performing authorized installations, alterations, repairs, maintenance checks and other purposes necessary for building operation.

Section 7. Title. Every unit owner shall promptly cause to be duly recorded in the Clerk's Office of the Circuit Court of the County of Nelson, Virginia, the deed, lease, assignment, or other conveyance to him of his unit and file a copy thereof or other evidence of his title with the association. The association manager shall maintain such information.

Section 8. Mortgages. Any mortgagee of a unit may file a copy of its mortgage or deed of trust with the association. After the filing of the mortgage, the association manager shall notify the mortgagee of any unit owner who is in default in the expenses for the administration of the

association. The mortgagee at its option may pay the delinquent expenses.

Section 9. Insurance. The board of directors on behalf of the association, as a common expense, shall at all times maintain insurance in accordance with the provisions of Article XII of the declaration.

ARTICLE V

Meetings of Members

Section 1. Annual Meetings. The annual meeting of the association will be held in the fourth quarter of the calendar year on a date set by the board of directors.

Section 2. Special Meetings. Special meetings of the association may be called at any time by the president or by the board of directors or upon written request of the members who are entitled to vote one-fourth (1/4) of the total votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the association shall be given by mailing a copy of such notice at least twenty-one (21) days prior to the annual meeting and seven (7) days prior to any special meeting. The mailed notification will be addressed to the current

address maintained by the association manager. Such notice shall specify the place, day and hour of the meeting. The purpose of a special meeting will also be specified. A proxy will be included to allow the president or another director of the association to represent members unable to attend.

Section 4. Quorum. The presence at the beginning of meetings requires either members actually present or written proxies of members absent, or a combination thereof, representing in the aggregate one-quarter (1/4) of the votes of all the membership. If a quorum is not present or represented by written proxies, the meeting will be adjourned and rescheduled in accordance with the notice of meeting procedures.

Section 5. Proxies. The votes appertaining to any condominium unit may be cast pursuant to a proxy duly executed by or on behalf of the unit owner. If there is multiple ownership, one proxy is to be made on the behalf of all owners. A proxy must be signed and dated to be valid. Proxies signed on behalf of owners will be limited to signatures that provide a power of attorney to the holder of the proxy.

ARTICLE VI

Voting Rights

Section 1. The association shall have one class of voting membership: Every unit owner, whether one or more, shall be entitled to one vote for each condominium unit in which they hold the interest required for membership by Article III. When more than one person holds such interest in any condominium unit, all such persons shall be members. The vote for such condominium unit shall be exercised as they among themselves determine. Fractional votes may not be cast, and in no event shall more than one vote be cast with respect to any condominium unit.

ARTICLE VII

Property Rights

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common elements and such easement shall be appurtenant to and shall pass with the title to every condominium unit, subject to the following provisions:

(a) the right of the association to limit the number of guests of members;

(b) the right of the association, in accordance with its articles and by-laws, to borrow money for the purpose of improving the common elements and in aid thereof to mortgage the common elements, and the right of such mortgagee in the common elements shall be subordinate to the rights of the unit owners hereunder;

(c) the right of the association to suspend the voting rights and right to use of the common elements by a member for any period during which any assessment against his condominium unit remains unpaid.

Section 2. Delegation of Use. Any member may delegate, in accordance with the by-laws, his right of enjoyment to the common elements to the members of his family, his guests, his tenants, or contract purchasers who reside in the unit.

Section 3. Easements. The association by normal board action may convey and grant easements affecting the common elements.

ARTICLE VIII

Board of Directors

Section 1. The management of the affairs, property, and business of the association shall be vested in a

board of directors consisting of not less than three nor more than seven persons, who shall be elected at the annual meeting of the members for a term of one year, and shall hold office until their successors are elected and qualify. In addition to the powers expressly conferred by these by-laws and the declaration, the board of directors may exercise all such powers of the association and do all such lawful acts and things as are not by statute, or by the declaration or by these by-laws directed or required to be exercised or done by the members.

Section 2. The board of directors may promulgate rules and regulations for the use of the common elements.

Section 3. Directors will not be paid a stipulated salary but will be reimbursed for expenses incurred on behalf of the association. Automobile travel expenses will be reimbursed at the mileage rate established from time to time by the Internal Revenue Service for employee business expenses.

Section 4. The regular annual meeting of the board of directors without notice other than this by-law shall be held immediately after the adjournment of the annual meeting.

Section 5. Special meetings of the board of directors may be called by the president or two other board members.

Section 6. Notice of the time and place of all regular and special meetings of the board of directors shall be mailed to each director at least ten (10) days before the time fixed for the meeting. An agenda for each meeting will be prepared by either the President or the association manager.

Section 7. A quorum for the transaction of business at any regular or special meeting of the board of directors shall consist of a majority of the members of the board. If a quorum is not present, another meeting will be scheduled in accordance with this Article VIII.

Section 8. A vacancy on the board of directors shall not be filled until the next annual meeting unless the number of directors remaining on the board is less than three. In this event, appointment of a member as a new director may be made by any remaining director, or directors, and the new director shall serve until the next annual meeting.

Section 9. At each annual members' meeting, the board of directors shall submit a statement of the business done during the preceding year, together with a report on the general financial condition of the association and on the condition of its tangible property. Appointment and ratification of a contract for professional management by an association manager for the ensuing year and designation of an attorney to review and file the annual report of the association with the Virginia State Corporation Commission will be made at the board of directors meeting that follows the annual meeting.

Section 10. In the case of an emergency or natural disaster, a waiver of the time, place or notice of a meeting may be made by the president or any two other board members.

Section 11. The association may enter into a contract or transact any business with any director or directors, or with any corporation or association in which one or more of the directors is a stockholder, director, officer, trustee or partner. This interest is allowed and the contract or transaction shall not be invalidated

or in any manner affected provided that full disclosure is made to the board of directors and the board of directors, by majority vote of only the disinterested directors, authorizes, affirms and ratifies the contract or transaction.

ARTICLE IX

Nomination and Election of Directors

Section 1. Nomination. Nominations for election to the board of directors will be made at the annual meeting. Existing board members seeking reelection will make their intentions known, and nominations can be made from the floor of the meeting.

Section 2. Election. Election to the board of directors shall be made by oral or written ballot. If there are more candidates than positions available on the board, a written ballot will be used. Otherwise, oral confirmation of the board of directors may be made.

ARTICLE X

Officers

Section 1. The board of directors shall elect the officers of the association and the election is to be held at the annual meeting of the board of directors following the members' annual meeting. An officer

may be removed at any time by a majority vote of the full board of directors at any regular or special meeting of the directors. Any officer whose removal is contemplated shall be granted thirty days to answer, at a hearing before the full board of directors, any charges forming the basis for removal.

Section 2.

The officers of the association shall be a president, a vice-president, a secretary and a treasurer. The secretary shall act as the vice president and insurance officer. An assistant treasurer may be appointed to insure that financial documents may be promptly executed. The officers shall hold office until their successors are duly elected and qualify. Officers may be chosen by the board of directors to fill unexpired portions of the terms of their predecessors and shall hold office until their successors are duly elected and qualify. No person may hold office who is not a member of the board of directors.

Section 3.

The president shall be the chief executive of the association. He shall preside at all association and board of directors meetings; shall have general supervision over the affairs of the

association; shall sign all necessary documentation; and shall perform all other duties incident to his office or as the board of directors may prescribe.

Section 4. The secretary shall attend and keep records of all meetings of the association and of the board of directors. The secretary will sign copies of all minutes. The secretary, in performing the duties of the insurance officer, will coordinate all actions with insurance companies representing the association. He will perform all duties incident to his office or which are properly required of him by the board of directors.

Section 5. The treasurer shall have the custody of all monies and securities of the association. He will certify checks for payment, sign signature cards for certificates of deposit and perform all duties incident to his office or which are properly required by the board of directors. An assistant treasurer may be utilized to perform these functions.

Section 6. In the case of the absence or inability to act of any officer of the association, the board of directors may delegate the powers or duties of

such officer to any other officer or any other director.

Section 7. Any vacancy in any office arising from any cause may be filled by the directors at any regular or special meeting.

Section 8. The board of directors may appoint such other officer or officers as it shall deem necessary or expedient, who shall hold office for such terms, and who shall exercise such powers and perform such duties as determined from time to time by the board of directors.

ARTICLE XI

Meetings

Section 1. The order of business at all regular meetings of the members and board of directors shall follow as nearly as practicable the following outline:

- (a) Calling meeting to order and determination of a quorum
- (b) Reading and adoption of the minutes of the previous meeting
- (c) Reports of officers
- (d) Reports of special committees
- (e) Election of directors (or officers)
- (f) Unfinished business

(g) New business

(h) Adjournment

ARTICLE XII

Finances

Section 1. The funds of the association shall be deposited in such banks, trust companies, or other depositories as the board of directors may designate. All accounts receivable shall be deposited by the association manager. Checks drawn to pay indebtedness of the association will be prepared by the association manager and signed by such person or persons as the board of directors may choose by resolution.

Section 2. The association manager will prepare a budget for the association for approval by the board of directors. No expenditures may be incurred for a line item in excess of the budgeted line item without approval of the board, provided, however, that the president may authorize exceptions up to five percent of any annual budgeted line item; the secretary and treasurer may authorize exceptions up to two and one-half percent of any annual budgeted line item; and the association

manager up to one percent of any annual budgeted line item.

Section 3. Total indebtedness of the association is limited to the amount of the current annual budget. This is a cumulative figure and accumulated indebtedness from previous years would limit borrowing in the current year.

Section 4. The accounts of the association shall be kept on a fiscal year basis ending on the 31st day of December of each year. Monthly, quarterly and annual financial statements shall be prepared by the association manager and submitted to the President and Treasurer within 30 days of the end of each period.

Section 5. The association manager shall obtain estimates for contractual services and coordinate insurance claims and estimates. A reasonable number of estimates shall be received to insure competitive bidding.

Section 6. The board of directors, or the association manager at the direction of the board of directors, may send accounts for collection to an attorney licensed to practice before the bar of Virginia for filing, before the expiration of ninety (90)

days from the time such assessment became due and payable, in the Clerk's Office of the Circuit Court of Nelson County, Virginia, a memorandum, verified by oath of the principal officer of the association, or such other officer or officers as the condominium instruments may specify, pursuant to Virginia Code §55-79.84(c), as amended, for the purpose of perfecting a lien against the defaulting member's condominium unit.

Alternately, the board of directors, or the association manager at the direction of the board of directors, may direct the attorney to obtain judgment for unpaid amounts owed by members to the association, pursuant to the provisions of Virginia Code §55-79.53, as amended. In the event suit is filed to collect assessments, reasonable attorneys fees shall be added to the amount sued for and paid for by the defaulting member, together with interest, and late charges as provided for in these by-laws.

Section 7.

A certified public accountant will be used to certify the annual financial statement. Income tax returns for the association will be prepared either by a certified public accountant or a tax

preparer certified to practice before the Internal Revenue Service.

ARTICLE XIII

Books and Records

Section 1. The books, records and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any member at the office of the association or the association manager, if there be one. The declaration and these by-laws shall be available for inspection by any member at the same office where copies may be purchased at reasonable cost.

ARTICLE XIV

Amendments

Section 1. These by-laws may be amended either at a regular or special meeting of the members by an affirmative vote of, or by written ratification by, the owners of units to which two-thirds (2/3) of the votes in the association appertain.

ARTICLE XV

Miscellaneous

Section 1. In the case of any conflict between the declaration and these by-laws, the declaration shall control.

Section 2. This document is gender neutral. Any reference to "him" or "his" equally apply to "she" and "her".



(SEAL)

David T. Petty, Jr., Unit Owner
Timbers 242

STATE OF VIRGINIA,
To-wit:
CITY OF LYNCHBURG,

The foregoing instrument was acknowledged before me this
26th day of June, 1995, by David T. Petty, Jr.

My commission expires July 31, 1997

Audrey C. Pritchett

Notary Public

VIRGINIA
IN THE CLERK'S OFFICE OF
NELSON
CIRCUIT COURT ON THE 13TH DAY OF
JULY, 1995 AT 12:54PM
INSTRUMENT #950001701 WAS RECEIVED AND
UPON CERTIFICATION OF ACKNOWLEDGEMENT
THERETO ANNEXED, ADMITTED TO RECORD.
THE STATE TAX IMPOSED BY SEC. 58.1-802
OF THE VIRGINIA CODE, HAS BEEN PAID IN
THE AMOUNT OF: \$.00
STATE: \$.00 LOCAL: \$.00
TESTE: ROSEMARY F. TARTE
(CLERK OF CIRCUIT COURT)

BY: Jean M. Dean D.C.

TIMBERS CONDOMINIUM UNIT OWNERS' ASSOCIATION
C/O CONDO MANAGEMENT, INC.
P.O. BOX 322
NELLYSFORD, VIRGINIA 22958
(434) 325-1476

HOUSE RULES

Modified November 8, 2014

Article IV, Section 4 of the Amended and Re-Styled By-Laws of the Timbers Condominium Unit Owners' Association provides that the Association may adopt House Rules to assure the peaceful and orderly use and enjoyment of the property for all unit owners and guests.

- 1. Locks** – Before changing the lock on any unit entrance door, contact Condo Management, Inc. to arrange for the lock to be keyed to the Association's master key system. A duplicate key shall be held by Condo Management, Inc. for the convenience of the unit owner and for use in emergency situations. Requests for distribution of keys shall be made at least twenty-four hours in advance. Keys shall not be given out without express permission from the unit owner. Rental unit locks are keyed to the Wintergreen Rental Program master.
- 2. Thermostats** – During the months of November through April, thermostats shall be set at a minimum of 55 degrees. The unit owner shall be responsible for any cost or expense for repair of damage caused by freezing as the result of the thermostat being set at a lower temperature. If such damage is covered by the Association's insurance, the owner shall be responsible for payment of the deductible.
- 3. Quiet Hours** – All Timbers owners, tenants, visitors and guests shall refrain from making or permitting any unreasonable disturbances that interfere with the rights, comfort or convenience of other unit owners or occupants. Quiet Hours shall be in effect from 12:00 midnight to 7:00 a.m. If this rule is violated, the following steps should be taken: (1) immediately approach the unit/individuals causing the disturbance and respectfully request quiet. If not safe to approach the individuals, contact the Wintergreen Police Department at 434-325-8520 to formally report the incident; (2) if the request for quiet is ignored after 15 minutes, contact the Wintergreen Police Department to formally report the incident; and (3) contact the Managing Agent the following morning by phone or email and provide specific details. The Managing Agent will contact the unit owner and take appropriate action as directed by the Timbers Board of Directors.

4. **Parking** – Lot C is provided for Timbers owners, visitors, tenants and guests to park their vehicles. The Parking Circle located in front of the buildings is for loading and unloading only. Violators shall be subject to towing.
5. **Trash** – Trash shall be disposed of in the dumpsters located at the Parking Circle. It is recommended that to deter animals from entering the dumpsters, food waste or garbage must be placed in closed trash bags or containers. The dumpster's doors must be closed and latched. In no circumstance should bagged trash be left in the stairwells. Construction materials and large household items shall not be left at the Timbers dumpsters.
6. **Smoke Alarms** – All units shall have at least one smoke alarm. The unit owner shall be responsible for maintenance of battery operated units.
7. **Signs** – In accordance with Wintergreen Property Owner Association regulations, no "For Sale" signs shall be approved or permitted within the Wintergreen Master Plan boundaries. Licensed real estate agents or the unit owner, absent a listing agent, may apply for a permit from WPOA to set up "Open House" signs for a limited period of time.
8. **Pets** – All pets must be under control. Leashes shall be required in the common areas and no animal may run free on the grounds at any time. Cleanup shall be the responsibility of the owner of the pet.
9. **Repairs** – For any maintenance or repair work in the common areas or on the exterior of a unit, contact Condo Management, Inc. If a unit owner engages a contractor to perform such work, it shall be at the unit owner's expense.
10. **Renovations** – Before undertaking renovation or major repairs in any unit, contact Condo Management, Inc. regarding the scope of the work and the name of the contractor performing the work. Contractors shall be responsible for cleanup of construction debris in the common areas at all times. The unit owner shall be responsible for any damage sustained to the common areas or any other unit resulting from such renovation work.
11. **Flooring** – A minimum of 75% of the floor in each unit shall be covered with padded carpeting or area rugs. Owners shall screw down the subflooring before installing the new flooring. Solid hardwood flooring shall not be permitted in second and third floor units. Padded laminate wood flooring is permitted with padded area rugs covering at least 75% of the area where the laminate is installed.
12. **Appliances** -- The installation or replacement of washing machines, dryers and dishwashers shall be prohibited.
13. **Door and Window Replacement** – Replacement of the sliding glass doors or windows is limited to those with the same size and appearance as the originally installed

models. Replacements are subject to approval by the Timbers Board of Directors prior to installation.

14. **Satellite Dishes** – The installation of an individual satellite television dish on the exterior surface of any unit shall be prohibited. Cable television service is provided to each unit, the cost of which is included in the unit’s quarterly dues assessment. Multi-dwelling satellite dishes have been installed to service each building. Arrangements for service can be made through Wintergreen Satellite Television, Lovingston, Virginia.

15. **Ski Storage** – Guests and tenants should store skis in the ski lockers provided and shall not bring skis into the hallways or condominium units.

16. **Storage of Items on Decks** – No electrical appliances designed to be installed inside a unit may be located and operated outside the unit, unless approved by the Timbers Board of Directors. Furniture and decorations designed for interior use shall not be stored or used as furnishings outside of the unit. Large storage containers shall not be permitted on the decks. Maintenance materials must be temporarily stored in an organized manner so as not to be considered an “eyesore” or cause damage to the overall value of the Timbers property.

17. **Grilling** – In accordance with Wintergreen Fire Department and Commonwealth of Virginia regulations, the use of barbecue cookers, gas grills or hibachi stoves on the deck of any condominium unit shall be prohibited. Outdoor cooking shall be limited to the picnic area in front of Timbers II.

18. **Fossil Fuels** – The use of fossil fuels (including kerosene, gasoline or alcohol) with an open flame for heating shall be prohibited.

19. **Bear Safe Community** – Wintergreen Resort has become a “Bear Safe Community” to encourage owners to take steps to live more cohesively with the black bear population. The following precautions shall be taken: (1) keep birdfeeders inside between the months of April 1 – December 1; (2) never leave trash outside of the unit; (3) never leave food for pets outside of the unit; and (4) close and latch the dumpster doors after disposing of trash.

ENFORCEMENT: The foregoing House Rules shall be enforced by the Timbers Board of Directors in accordance with Article IV, Section 4 of the Amended and Re-Stated By-Laws of the Timbers Condominium Unit Owners’ Association

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