

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.

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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.

BOOK 152 PAGE 576

THE TIMBERS CONDOMINIUM  
DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM made this 15th day of September, 1976, by The Timbers Development, a Virginia limited partnership with its principal office located at Charlottesville, Virginia,

W I T N E S S E T H:

WHEREAS, The Timbers Development (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 with respect to said property, to be known as The Timbers Condominium. All of said property (including 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:

A. Original: Declarants are in the process of constructing on the real property situated in Nelson County, Virginia, more particularly described on "Exhibit A" attached hereto and incorporated herein by reference, residential buildings containing a total of thirty (30) Condominium units as that term is defined in Section 55-79.41 of the Act, hereinafter to be called Units; located in accordance with the Unit Location Map, attached hereto and incorporated herein by reference and marked as "Exhibit B"; and in accord with the unit floor plans attached hereto and incorporated herein by reference and marked as "Exhibit C."

For the purposes of this Declaration, a unit shall be defined as a single residential unit constructed or to be constructed as a part of a residential building which contains two or more of such single residential units.

Each Unit Owner, as that term is defined in Section 55-79.41 of the Act, 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 Declarant 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 Declaration, the exhibits attached hereto, and the architectural plans and specifications. The ownership of each unit shall include, but not be limited to an undivided interest in the Common Elements, membership in The Timbers Condominium Unit Owners Association (herein the Association) and an undivided interest in the funds and assets of the Association.

B. Expansion:

(1) The Declarant hereby specifically reserves the option to expand this condominium to a total of no more than 60 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, if not sooner exercised, shall expire seven years from the date of recordation 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, henceforth referred to as "additional land," shall be that shown as Parcel I-B and Parcel II-B, Phase II on the plat attached as Exhibit A hereto.

(5) If the additional land is added to the condominium, it may be added only as shown on Phase II on Exhibit A hereto.

(6) All of the additional land shall be added at one time, if the option is exercised by Declarant.

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

(8) No more than thirty (30) units may be constructed on the additional land.

(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 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 of 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, 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. TYPES, AREA AND CONTENT OF UNITS: Each of the units of The Timbers Condominium shall be composed of the rooms and contain the square footage of interior space as described and enumerated herein and as shown in "Exhibit C" to this Declaration, subject only to possible minor variations as may occur in the course of construction.

III. HORIZONTAL AND VERTICAL BOUNDARIES: All units of The Timbers Condominium, shall be as shown on Exhibits "B" and "C" 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, balcony, 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.

IV. GENERAL COMMON ELEMENTS: The General Common Elements of The Timbers Condominium 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 Declaration and Exhibits "B" and "C" hereto.

V. INTEREST IN COMMON ELEMENTS:

A. Ownership of the Common Elements as described herein shall be by the Unit Owners as tenants in common. The undivided interest of each Unit Owner in and to the Common Elements at any particular time and the share of each Unit 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 Condominium. The undivided interest

of each Unit Owner in the Common Elements is appurtenant to the unit owned by him, and no such interest shall be deemed to be conveyed or encumbered or to otherwise pass without the unit or portioned from the unit. Each Unit Owner and the Association 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 Unit Owners.

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. The use of the Common Elements shall be governed by the By-Laws and rules and regulations adopted by the Association as defined in Section 55-79.73 of the Act. The cost of maintaining the Common Elements shall be borne among the Unit Owners in direct proportion to their interest in the Common Elements as defined in Article V A. above.

D. The Common Elements shall remain undivided and no Unit 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 I B. above of this Declaration, the common elements shall be apportioned evenly between all the units, both the original units submitted hereby and the units contained on the additional land, such that, when the additional land is added, each unit in the original 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 the expanded Condominium. 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 55-79.39 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.

VI. ADMINISTRATION: The administration of The Timbers Condominium shall be conducted in accord with the provisions of this Declaration and the By-Laws of the Association attached hereto as Exhibit "D".

VII. EASEMENTS:

A. Enjoyment of Common Elements: Every Unit Owner shall have a right to use 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 Unit Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Elements to the members of his family, his guests 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 Unit 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 Declarant, or thereafter approved by the Declarant, or thereafter approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant or Association shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article VII shall in no way affect any other recorded easement on said property.

D. Easements to Wintergreen: The Declarant does hereby grant and convey unto Wintergreen, 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) 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 the Timbers Condominium shall be private streets. Right of access and passage over such streets is granted to owners of property within The Timbers, their tenants, delegees and invitees.

F. Repairs: The Association, or its designee, shall have the right to enter any unit when necessary to carry out any repair, maintenance, landscaping, or construction for which the Association is responsible or for which any Unit Owner is responsible and has not completed after appropriate notice from the Association. The entry by the Association shall be made with as little inconvenience to the Unit Owner as practicable and any damage caused shall be repaired at the expense of the Association unless the entry is made to perform any obligation for which the Unit Owner is responsible, in which event the entry and all work shall be done at the risk and expense of the Unit Owner.

G. Other:

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

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

H. The Declarant, its successor 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.

VIII. 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 The Timbers Condominium and which is subject to this Declaration or any amendments thereto, shall be, in addition to a member of The Timbers Condominium Unit Owners Association, 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 Declaration and any amendments thereto, the property comprising The Timbers Condominium 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 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," 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.

IX. CHANGES BY DECLARANTS: Nothing contained in this Declaration shall be deemed to affect in any way whatsoever the right of the Declarant, its 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 Declarant, its successors or assigns any obligation of any nature to build, construct or provide any portion of The Timbers Condominium.

X. MANAGEMENT:

A. Establishment of Assessments: The Association shall establish and collect from the Unit Owners assessments to provide for the maintenance of Common Elements and payment of other common expenses. Assessments charged to Unit Owners during the initial occupancy period shall be made by the Association in accordance with a schedule of charges established by Declarant prior to the opening of The Timbers Condominium 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 Association. Subsequent to the initial assessment, assessments made by the Association shall be in amounts sufficient to meet the Association'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 Association agrees that if at any time the Unit Owner of a condominium unit fails to pay his assessment, as provided in the

By-Laws, the Association will initiate appropriate action to collect the assessment. Assessments shall be collected by the Association in advance, for periods of one year or less as the Association shall designate.

B. Liability for Assessments: The assessments imposed by the Association 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 Unit Owner shall be personally liable for all such assessments imposed by the Association 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 Unit Owner 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 Association shall establish and maintain a reserve fund for the purpose of affecting maintenance and repair of the Common Elements of The Timbers Condominium as defined in this Declaration.

D. General Operating Reserve Account: In addition to the reserve fund, the Association shall upon the sale of fifty percent (50%) of the units in The Timbers Condominium 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 Unit Owners of the condominium units in The Timbers Condominium. 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 Unit Owners, the regular deposits may, by appropriate action of the Association, 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 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 Unit Owners and for other contingencies. Reimbursement 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 Association and all of its property shall be subject to inspection and examination by the Unit Owners and secured parties or their duly authorized agents, at all reasonable times. The Association shall maintain monthly operating reports, certified financial reports and copies of minutes of all Association and Board meetings.

F. Secured Parties: The Association shall maintain a file of parties secured by deeds of trust or mortgages on the units within The Timbers Condominium. 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 Association 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 Declaration or By-Laws of the Association; or,

(b) Any change of the manager of The Timbers Condominium.

(2) Written notification by certified mail of:

(a) Default in payment of assessments, fees or charges due by the Unit 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 Association and its 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 accrued 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 Association shall not, except as provided in this Declaration:

(3) Fail to employ a professional manager for the condominium;

(4) Change the percentage of an undivided interest of each Unit Owner in and to the Common Elements;

(5) Partition or subdivide any unit or the Common Elements of the Condominium or annex additional lands; nor

(6) By act or omission seek to abandon the condominium status of The Timbers Condominium.

Failure by a Unit Owner to cure a default in dues, fees



or other payments due to the Association 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 Declaration or the By-Laws, by the Association or by any Unit 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 Association or to the Unit 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 Declaration and (i) in case of a default of a Unit 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 Association may apply to any court, state or federal, for specific performance, injunctive relief, or damages arising from the violation of the Declaration, and may take such other relief as may be appropriate. These rights are granted to secured parties as creditor-beneficiaries of the covenants contained herein.

XI. MAINTENANCE, REPAIR AND INTERNAL CHANGES OF UNITS:

A. Every Unit Owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect The Timbers Condominium in its entirety, or other Unit 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 Unit Owner's individual expense.

C. A Unit Owner shall reimburse the Association 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 Unit Owner shall not make structural modifications or alterations to his unit or its equipment without previously notifying the Association 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 Association's written consent. The Association 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 the Association's consent had been given.

## XII. INSURANCE:

A. The Association 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 The Timbers Condominium 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 Association 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 FIRAA

Form of March, 1966, or such amended, substitute or replacement form of such endorsement as may be approved for use in Virginia, for each Unit 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 Best Insurance Reports, and a policyholder's rating of "A+" or better;

(2) The Association 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 Association be brought into contribution with insurance purchased by individual Unit Owners or their lenders;

(4) Each Unit Owner may obtain additional insurance at his own expense upon his unit, provided that no Unit Owner shall maintain insurance coverage which will decrease the amount which the Association may realize under any insurance policy which it may have in force on The Timbers Condominium at any particular time; provided, however, each Unit Owner shall file with the Association a copy of each individual policy of insurance purchased by the Unit Owner within thirty (30) days after its purchase; each Unit Owner shall notify the Association 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 Association, its agents or employees, the Unit Owners and their representative agents,

employees and guests, other than independent contractors;

(6) Each of the policies of insurance obtained by the Association 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 Unit Owners; (ii) that they must not be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Association without a prior demand in writing that the Association cure the conduct of such officer or employee with appropriate time to effect such cure; and (iii) that if the Association 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 Unit Owners.

(7) Provision shall be made for the issuance of a certificate of insurance to each Unit Owner as required by Section 55-79.81 and to any party secured by a trust lien on a unit, if any, which shall specify the proportionate amount of fire and extended coverage insurance attributable to the Unit Owners unit.

C. The Association in its sole discretion shall from time to time designate not less than three Unit 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 Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute common expense of The Timbers Condominium.

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 Unit 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 in accord with the same plans and specifications by which the unit was originally constructed; subject, however, to the prior written approval of the Association. The Insurance Trustee shall make available and pay to the Unit 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 Unit 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 Unit 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 Unit 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 XIII, paragraph A.

E. The Association 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 Association 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 Association 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 Association, if any.

F. The premiums for insurance coverage shall be a common expense of The Timbers Condominium to be paid by assessments levied by the Association against each of the Unit Owners in accord with their respective percentages of interest set forth in Article VI, paragraph B.

G. In the event two-thirds (2/3) or more of the total number of units in The Timbers Condominium are destroyed or substantially damaged, the Board of Directors shall, within sixty (60) days, call a special meeting of the Association 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 four-fifths (4/5) of the Unit Owners 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 XIV, 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.

**XIII. CONDEMNATION:**

The rights of Declarant, the Association, all Unit Owners and any recorded creditors shall be determined by the provision of Section 55-70.44 of the Code of Virginia, 1950 as amended, in the case of any exercise of the right of eminent domain against The Timbers Condominium.

XIV. TERMINATION: This Declaration and The Timbers Condominium 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 Association of Unit Owners of The Timbers Condominium evidencing the approval of at least four-fifths (4/5) of the Unit Owners at a special meeting of the Association called for the purpose of terminating The Timbers Condominium and the written consent of the holders of all liens affecting any of the Condominium Units or Common Elements thereof.

B. Condemnation: In the event the required number of units or any part thereof shall be taken by an authority having the power of eminent domain and it is determined in the manner provided in Article XIII hereof to terminate The Timbers Condominium, upon the recordation of an instrument duly executed and acknowledged by the appropriate officers of the Association among the aforesaid land records evidencing the determination, and certifying the facts effecting the termination.

C. Ownership After Termination: In the event of the termination of The Timbers Condominium established hereby, (1) the property shall be deemed to be owned in common by the Unit Owners; (2) the undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements; (3) any liens affecting any of the Condominium Units shall be deemed to be transferred, in accordance with the existing priorities, to the percentage of undivided interest of the Unit Owner in the property; and (4) the property shall be subject to an action for partition at the suit of any Unit 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 Unit Owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective share of each Unit Owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each such Unit Owner.

IN WITNESS WHEREOF, The Timbers Development, a Virginia limited partnership, has caused this Declaration to be executed on the date first above mentioned by its General Partner and duly authorized agent.

The Timbers Development

By Henry J. Brown  
General Partner

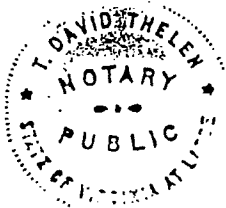
STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to-wit:

I, T. David Thelen, a Notary Public in and for the County and State aforesaid, do hereby certify that Henry J. Brown as General Partner of The Timbers Development, whose name is signed to the foregoing, has personally acknowledged the same before me in my County and State aforesaid.

My Commission expires: 10 January, 1981

T. David Thelen  
Notary Public



VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County January 14 1977, this instrument was admitted to record at 9:20 o'clock A.M. of the tax imposed by Sec. 53-54.1 of the Code in the amount of Exempt has been paid.

TESTE: Rosemarie J. Davis, Deputy Clerk.

SEE PLAT BOOK 10, PAGES 21, 22, 23, 24

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



THE TIMBERS CONDOMINIUM  
AMENDMENT TO THE DECLARATION OF CONDOMINIUM

This Amendment made as of the 14th day of January, 1977, to the Declaration of Condominium for The Timbers Condominium, registered July 19, 1976, as Condominium Registration No. 76-107 by The Timbers Development, a Virginia limited partnership, with its principal office located in Charlottesville, Virginia,

W I T N E S S E T H :

WHEREAS, The Timbers Development (the Declarant) has previously recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, in Deed Book 152, page 576, its Declaration creating the Timbers Condominium, and it is now desired to amend such Declaration as hereinafter set out.

NOW THEREFORE, for and in consideration of the premises, Declarant does hereby amend its Declaration of Condominium for The Timbers Condominium in the following particulars only:

1. Pages 2, 5, 11, 13 and 22 of the original Declaration as recorded are hereby deleted in their entirety and the pages attached hereto, numbered 2, 5, 11, 13 and 22 are substituted therefor.

2. Exhibit A to the Declaration is hereby deleted in its entirety and there is substituted therefor as Exhibit A the attached plat of Kurt M. Gloeckner, dated November 2, 1976, revised January 12, 1977, entitled "Physical Survey of Parcels I-A and II-A, Phase One, The Timbers Condominium."

3. Sheet 5 of Exhibit C to the Declaration as recorded is hereby eliminated in its entirety and there is substituted therefor as Sheet 5 of Exhibit C the attached drawing labeled "Third

Floor with Loft-Vertical Dimensions, Prepared by Grigg, Wood & Browne, Architects."

Except as herein amended, the Declaration and exhibits thereto of record in Deed Book 152, page 576, shall remain in full force and effect.

IN WITNESS WHEREOF, The Timbers Development, a Virginia limited partnership, has caused its name to be signed hereto by one of its General Partners.

THE TIMBERS DEVELOPMENT

By Henry J. Browne  
Henry J. Browne,  
General Partner

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to-wit:

The foregoing instrument was acknowledged and sworn to before me by Henry J. Browne, General Partner of The Timbers Development, this 22nd day of February, 1977.

My Commission expires: March 10 1979  
Charlotte B. Johnson  
Notary Public

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I. Description:

A. Original: Declarants have constructed on the real property situated in Nelson County, Virginia, more particularly described on "Exhibit A" attached hereto and incorporated herein by reference, residential buildings containing a total of thirty (30) Condominium units as that term is defined in Section 55-79.41 of the Act, hereinafter to be called Units; located in accordance with the Unit Location Map, attached hereto and incorporated herein by reference and marked as "Exhibit B", and in accord with the unit floor plans attached hereto and incorporated herein by reference and marked as "Exhibit C."

For the purposes of this Declaration, a unit shall be defined as a single residential unit constructed as part of a residential building which contains two or more of such single residential units.

Each Unit Owner, as that term is defined in Section 55-79.41 of the Act, 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 Declarant 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 Declaration, the exhibits attached hereto, and the architectural plans and specifications. The ownership of each unit shall include, but not be limited to an undivided interest in the Common Elements, membership in the Unit Owners Association (herein the Association) and an undivided interest in the funds and assets of the Association.

B. Expansion:

(1) The Declarant hereby specifically reserves

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II. TYPES, AREA AND CONTENT OF UNITS: Each of the units of The Timbers Condominium shall be composed of the rooms and contain the square footage of interior space as described and enumerated herein and as shown in "Exhibit C" to this Declaration, subject only to possible minor variations as may occur in the course of construction.

III. HORIZONTAL AND VERTICAL BOUNDARIES: All units of The Timbers Condominium, shall be shown on Exhibits "B" and "C" 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, balcony, 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.

IV. GENERAL COMMON ELEMENTS: The Common Elements of The Timbers Condominium shall consist of all the land described in and shown on Exhibit "A" attached hereto and incorporated herein,

VIII. 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 The Timbers Condominium and which is subject to this Declaration or any amendments thereto, shall be, in addition to a member of the Owners Association of The Timbers Condominium, a member of The Timbers Condominium 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 Declaration and any amendments thereto, the property comprising The Timbers Condominium is expressly subject to the provisions of the "Declaration of Covenants and Restrictions of The Timbers Condominium Property Owners Association and The Timbers Development, a Virginia limited partnership," which declaration 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 The Timbers Development," 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.

IX. CHANGES BY DECLARANTS: Subject to the provisions of Articles II and III hereof, nothing contained in this Declaration shall be deemed to affect in any way whatsoever the right

B. Liability for Assessments: The assessments imposed by the Association 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 trust financing, securing institutional lenders. In addition, each Unit Owner shall be personally liable for all such assessments imposed by the Association 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 Unit Owner 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.

All units shall be exempt from assessments until each is conveyed by the Declarant to a Unit Owner, or rented or occupied. The Declarant shall defray all maintenance and operating costs of such unconveyed units at no expense to the Association.

C. Reserve Fund: The Association shall establish and maintain a reserve fund for the purpose of affecting maintenance and repair of the Common Elements of The Timbers Condominium as defined in this Declaration.

D. General Operating Reserve Account: In addition to the reserve fund, the Association shall upon the sale of fifty percent (50%) of the units in The Timbers Condominium 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 Unit Owners of the condominium units in The Timbers Condominium. Upon accrual in the said general operating reserve account of an amount equal to twenty-five percent (25%) of the current annual amount of

(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.

XIII. CONDEMNATION:

The rights of Declarant, the Association, all Unit Owners and any secured creditors shall be determined by the provision of Section 55-79.44 of the Code of Virginia, 1950 as amended, in the case of any exercise of the right of eminent domain against The Timbers Condominium.

XIV. TERMINATION: This Declaration and The Timbers Condominium 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 at least four-fifths (4/5) of the Unit Owners constituting the Association of Unit Owners of The Timbers Condominium evidencing their approval as determined by a special meeting of the Association called for the purpose of terminating The Timbers Condominium and the written consent of the holders of all liens affecting any of the Condominium Units or Common Elements thereof.

B. Condemnation: In the event the required number of units or any parts thereof shall be taken by an authority having the power of eminent domain and it is determined in the manner provided in Article XIV hereof to terminate The Timbers Condominium, upon the recordation of an instrument duly executed and acknowledged by the appropriate officers of the Association among the aforesaid land records evidencing the determination, and certifying the facts effecting the termination.

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County March 1, 19 77. This writing was admitted to record at 3:40 o'clock P. M. and the tax imposed by Sec. 53-54.1 of the Code in the amount of \$ Exempt has been paid.

TESTE: Mary J. Houchens, Deputy Clerk

State Tax 191 \$ Exempt  
Co. Tax 204A \$ "  
State Tax 120 \$ "  
Co. Tax 204B \$ "

T-25 (301) *Amount.*  
*to*  
*Recd.*

CR, 152, 576,

T-25

CIRCUIT COURT, NELSON  
COUNTY, VA.: RECORDED  
153 PAGE 662  
State Tax 101 \$ Exempt  
Co. Tax 204A \$ "  
Transfer \$ "  
Recording \$ 12.00  
Plats \$ 10.00  
State Tax 120 \$ Exempt  
Co. Tax 220A \$ "

To: E\* T



THE TIMBERS CONDOMINIUM

REVISED

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

This revised amendment made as of the 21st day of March, 1977, to the Declaration of Condominium for The Timbers Condominium, registered July 19, 1976, as Condominium Registration No. 76-107, by The Timbers Development, a Virginia limited partnership, with its principal office located in Charlottesville, Virginia,

W I T N E S S E T H :

WHEREAS, The Timbers Development (the Declarant) has previously recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 152, page 576, its Declaration creating The Timbers Condominium; and

WHEREAS, by amendment thereto dated January 14, 1977, of record in the aforesaid Clerk's Office in Deed Book 153, page 602 an amendment was made to said Declaration, but the references to the page numbers as contained in such Amendment were incorrect and it is now desired to correct the same.

NOW THEREFORE, for and in consideration of the premises, Declarant does hereby amend its Declaration of Condominium for The Timbers Condominium in the following particulars only:

(1) Substituted pages 2, 5, 11, 13 and 22 of the Amendment of January 14, 1977, of record in Deed Book 153, page 602, are hereby voided in their entirety, but Exhibits A and C attached to such Amendment shall remain in full force and effect.

(2) Pages 2, 5, 11, 12 and 21 of the original Declaration of record in Deed Book 152, page 576, are hereby deleted in their entirety and the pages attached hereto, numbered 2, 5, 11, 12 and 21 are substituted therefor.

Except as herein amended, the Declaration and Exhibits thereto of record in Deed Book 152, page 576, and the Amendment thereto of record in Deed Book 153, page 602, shall remain in full force and effect.

IN WITNESS WHEREOF, The Timbers Development, a Virginia limited partnership, has caused its name to be signed hereto by one of its General Partners.

THE TIMBERS DEVELOPMENT

By Henry J. Browne  
Henry J. Browne,  
General Partner

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 2nd day of March, 1977, by Henry J. Browne as General Partner of The Timbers Development.

My Commission expires:

March 10, 1979  
Charlotte B. Johnson  
Notary Public

I. Description:

A. Original: Declarants have constructed on the real property situated in Nelson County, Virginia, more particularly described on "Exhibit A" attached hereto and incorporated herein by reference, residential buildings containing a total of thirty (30) Condominium units as that term is defined in Section 55-79.41 of the Act, hereinafter to be called Units; located in accordance with the Unit Location Map, attached hereto and incorporated herein by reference and marked as "Exhibit B"; and in accord with the unit floor plans attached hereto and incorporated herein by reference and marked as "Exhibit C."

For the purposes of this Declaration, a unit shall be defined as a single residential unit constructed as a part of a residential building which contains two or more of such single residential units.

Each Unit Owner, as that term is defined in Section 55-79.41 of the Act, 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 Declarant 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 Declaration, the exhibits attached hereto, and the architectural plans and specifications. The ownership of each unit shall include, but not be limited to an undivided interest in the Common Elements, membership in The Timbers Condominium Unit Owners Association (herein the Association) and an undivided interest in the funds and assets of the Association.

B. Expansion:

(1) The Declarant hereby specifically reserves the option to expand this condominium to a total of no more than 60 units.

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, balcony, 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.

IV. COMMON ELEMENTS: The Common Elements of The Timbers Condominium 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 Declaration and Exhibits "B" and "C" hereto.

V. INTEREST IN COMMON ELEMENTS:

A. Ownership of the Common Elements as described herein shall be by the Unit Owners as tenants in common. The undivided interest of each Unit Owner in and to the Common Elements at any particular time and the share of each Unit 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 Condominium. The undivided interest

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.

IX. CHANGES BY DECLARANTS: Subject to the provisions of Articles II and III hereof, nothing contained in this Declaration shall be deemed to affect in any way whatsoever the right of the Declarant, its 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 Declarant, its successors or assigns any obligation of any nature to build, construct or provide any portion of The Timbers Condominium.

X. MANAGEMENT:

A. Establishment of Assessments: The Association shall establish and collect from the Unit Owners assessments to provide for the maintenance of Common Elements and payment of other common expenses. Assessments charged to Unit Owners during the initial occupancy period shall be made by the Association in accordance with a schedule of charges established by Declarant prior to the opening of The Timbers Condominium 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 Association. Subsequent to the initial assessment, assessments made by the Association shall be in amounts sufficient to meet the Association'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 Association agrees that if at any time the Unit Owner of a condominium unit fails to pay his assessment, as provided in the

By-Laws, the Association will initiate appropriate action to collect the assessment. Assessments shall be collected by the Association in advance, for periods of one year or less as the Association shall designate.

B. Liability for Assessments: The assessments imposed by the Association 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 trust financing, securing institutional lenders. In addition, each Unit Owner shall be personally liable for all such assessments imposed by the Association 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 Unit Owner 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 Association shall establish and maintain a reserve fund for the purpose of affecting maintenance and repair of the Common Elements of The Timbers Condominium as defined in this Declaration.

D. General Operating Reserve Account: In addition to the reserve fund, the Association shall upon the sale of fifty percent (50%) of the units in The Timbers Condominium 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 Unit Owners of the condominium units in The Timbers Condominium. 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 Unit Owners, the regular deposits may, by appropriate action of the Association, be discontinued

XIV. TERMINATION: This Declaration and The Timbers Condominium 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 at least four-fifths (4/5ths) of the Unit Owners constituting the Association of Unit Owners of The Timbers Condominium evidencing their approval as determined at a special meeting of the Association called for the purpose of terminating The Timbers Condominium and the written consent of the holders of all liens affecting any of the Condominium Units or Common Elements thereof.

B. Condemnation: In the event the required number of units or any part thereof shall be taken by an authority having the power of eminent domain and it is determined in the manner provided in Article XIII hereof to terminate The Timbers Condominium, upon the recordation of an instrument duly executed and acknowledged by the appropriate officers of the Association among the aforesaid land records evidencing the determination, and certifying the facts effecting the termination.

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

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

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County  
March 30, 1977, This writing was admitted to record at  
3:45 o'clock P.M. and the fee of \$ Exempt has been paid.  
the Code in the amount of \$ Exempt has been paid.

TESTE: Mary J. Houchens, Deputy Clerk

THE TIMBERS CONDOMINIUM  
SECOND  
AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM

---

This Amendment, made this 1st day of December, 1976, to the Declaration of Condominium for The Timbers Condominium, registered July 19, 1976, as Condominium Registration No. 76-107 by The Timbers Development, a Virginia limited partnership with its principal office located in Charlottesville, Virginia,

W I T N E S S E T H :

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

WHEREAS, the Declarant has previously recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, its Declaration creating The Timbers Condominium and by such Declaration specifically reserved the option to expand the same in accordance with Section 55-79.63 of the Code of Virginia (1950, as amended), and now wishes to exercise such option.

NOW THEREFORE, in consideration of the premises, Declarant does hereby exercise the option reserved in Paragraph I-B of the Declaration of Condominium for The Timbers Condominium to expand the same to include the hereinafter described land and thirty (30) additional units constructed thereon, as hereinafter described, and to reallocate the undivided interest in the common elements held by each unit owner.

1. Description. The land to be added to the condominium by this Amendment is more completely described by metes and bounds as Parcel I-B containing .447 of an acre and II-B containing .434 of an acre on a plat attached hereto as Exhibit A and incorporated herein by reference, made by Kurt Gloeckner and dated April 19, 1976, being the same as attached as Exhibit A to The Timbers Condominium Declaration hereinabove referred to.



- 2 -

2. Description of Unit. Declarant will construct on the land described in Paragraph 1. above thirty (30) residential units as that term is defined in Section 55.79.41 of the Act, the building containing such units to be located in accordance with the unit location map or "plot plan" hereto attached as Exhibit B and incorporated herein by reference, on which it is shown as "Parcel I-B, Phase II." This is the same map as is attached as Exhibit B to The Timbers Condominium Declaration referred to above. The units within such building shall be as shown on the unit floor plans attached hereto as Exhibit C and incorporated herein by reference, and the units 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, balcony, 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.

- 3 -

3. General Common Elements. The general common elements of The Timbers shall be expanded by this Amendment to include all of the land described as Phase I and Phase II on Exhibit A attached hereto, 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 V-E. of the Declaration of Condominium for The Timbers, the ownership interest in the common elements of all unit owners shall be a one-sixtieth undivided interest appurtenant to each unit in the original thirty (30) units described in the Declaration of Condominium and the thirty (30) additional units added by this Amendment to such Declaration.

5. Unit Owners' Association. The By-laws of The Timbers' Condominium Unit Owners' Association specifically provide for expansion of the condominium and cover the voting and property rights as well as assessments and duties of unit owners. The By-laws shall be equally applicable to all owners of the thirty (30) units covered by this amendment as well as the thirty (30) units described in the original Declaration with equal voting and property rights as well as assessments and duties. 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 D.

The purpose of this Amendment is to expand The Timbers Condominium from a total of thirty (30) units to a total of sixty (60) 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 Timbers' Condominium Declaration of Condominium shall remain in full force and effect, are incorporated

herein by reference, and this Amendment shall be considered a supplement thereto.

IN WITNESS WHEREOF, The Timbers Development, a Virginia limited partnership, has caused this Amendment to be executed by its General Partner and duly authorized agent, as of the date first above mentioned.

THE TIMBERS DEVELOPMENT

By

Henry J. Browne  
General Partner

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 2nd day of November, 1977, by Henry J. Browne as General Partner of The Timbers Development.

My Commission expires:

March 10, 1979  
Charlette B. Johnson  
Notary Public

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

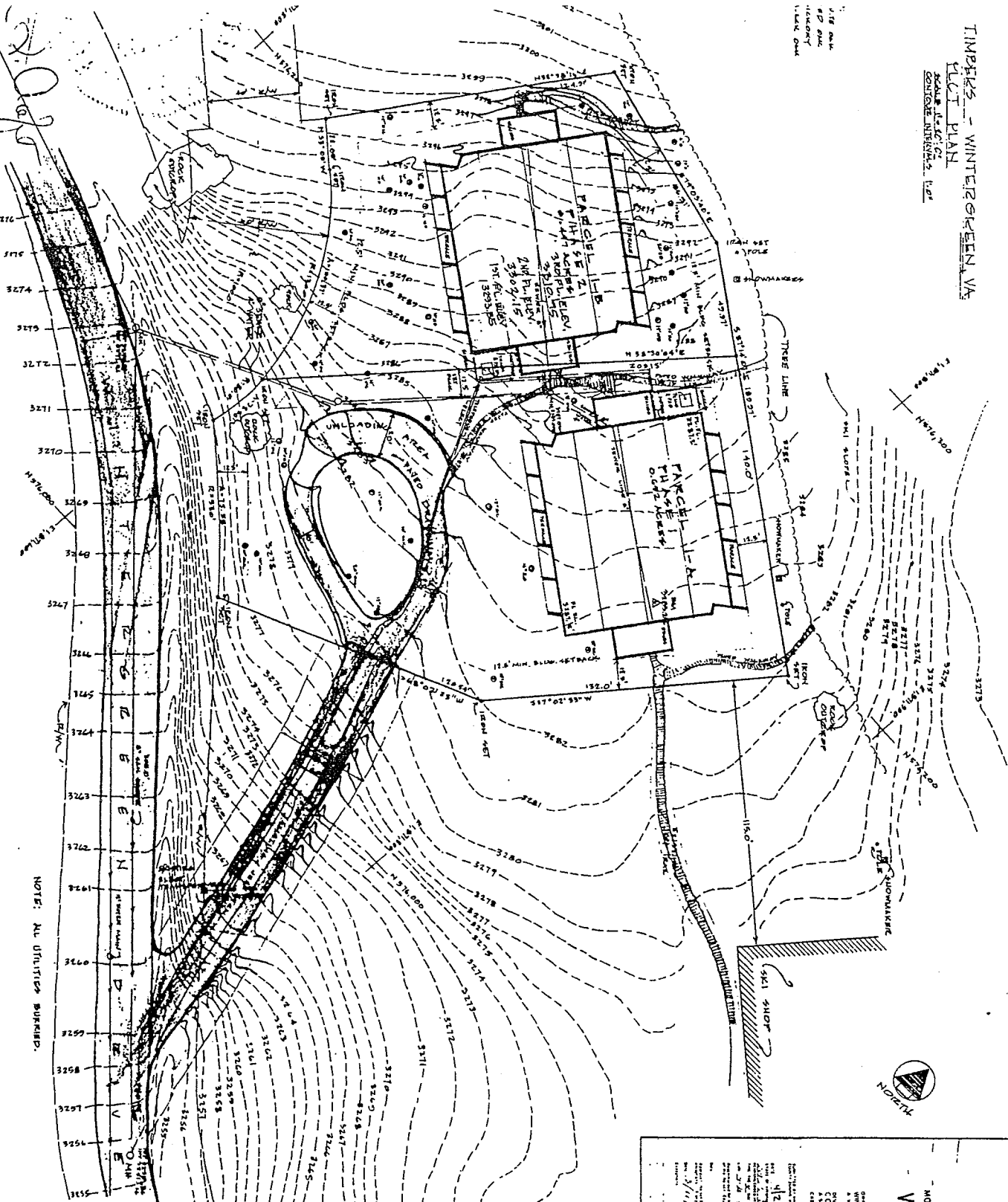
VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County November 23 1977. This writing was admitted to record at 11:45 o'clock A. M. and the tax imposed by Sec. 58-54.1 of the Code in the amount of \$ Exempt - has been paid.

TESTE: Rosemary J. Davis, Deputy Clerk

See Also Plat Book 10, Page 48  
and Plats recorded herewith

THE TIMBERS - WINTERGREEN, VA  
 PLOT PLAN  
 CONTOUR INTERVALS 1' 0"

1/8" = 10' 0"  
 1/4" = 20' 0"  
 1/2" = 40' 0"  
 1" = 80' 0"



NOTE: ALL UTILITIES SURVEYED.



THE TIMBERS  
 MOUNTAIN SUBDIVISION M.A.  
**WINTERGREEN**  
 NELSON COUNTY, VIRGINIA

DEVELOPER  
 THE TIMBERS DEVELOPMENT CO., INC.  
 1000 W. 10TH STREET  
 WASHINGTON, D.C. 20004

ARCHITECT  
 WOOD & BROWNE  
 1000 W. 10TH STREET  
 WASHINGTON, D.C. 20004

ENGINEER  
 JAMES H. WOOD  
 1000 W. 10TH STREET  
 WASHINGTON, D.C. 20004

EXHIBIT C  
 I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE CONDOMINIUM UNITS DEPICTED HEREON IS SUBSTANTIALLY COMPLETE, AND THAT THIS PLAN (EXHIBIT C, Pgs. 1-8) IS ACCURATE, CORRECT AND IN COMPLIANCE WITH THE PROVISIONS OF VIRGINIA CODE § 55-79.58(b) GIVEN UNDER MY HAND THIS 22ND DAY OF NOVEMBER, 1977.

*James H. Wood*

1	PLOT PLAN SCALE 1" = 20' 0" CONTOUR INTERVALS 1' 0"		THE TIMBERS - WINTERGREEN, VIRGINIA		TIMBERS II
	SCALE 1/4" = 10' DATE 2/28/78 DWG REVISION M.J.P. 1000-78-2		WOOD & BROWNE ARCHITECTS AIA		

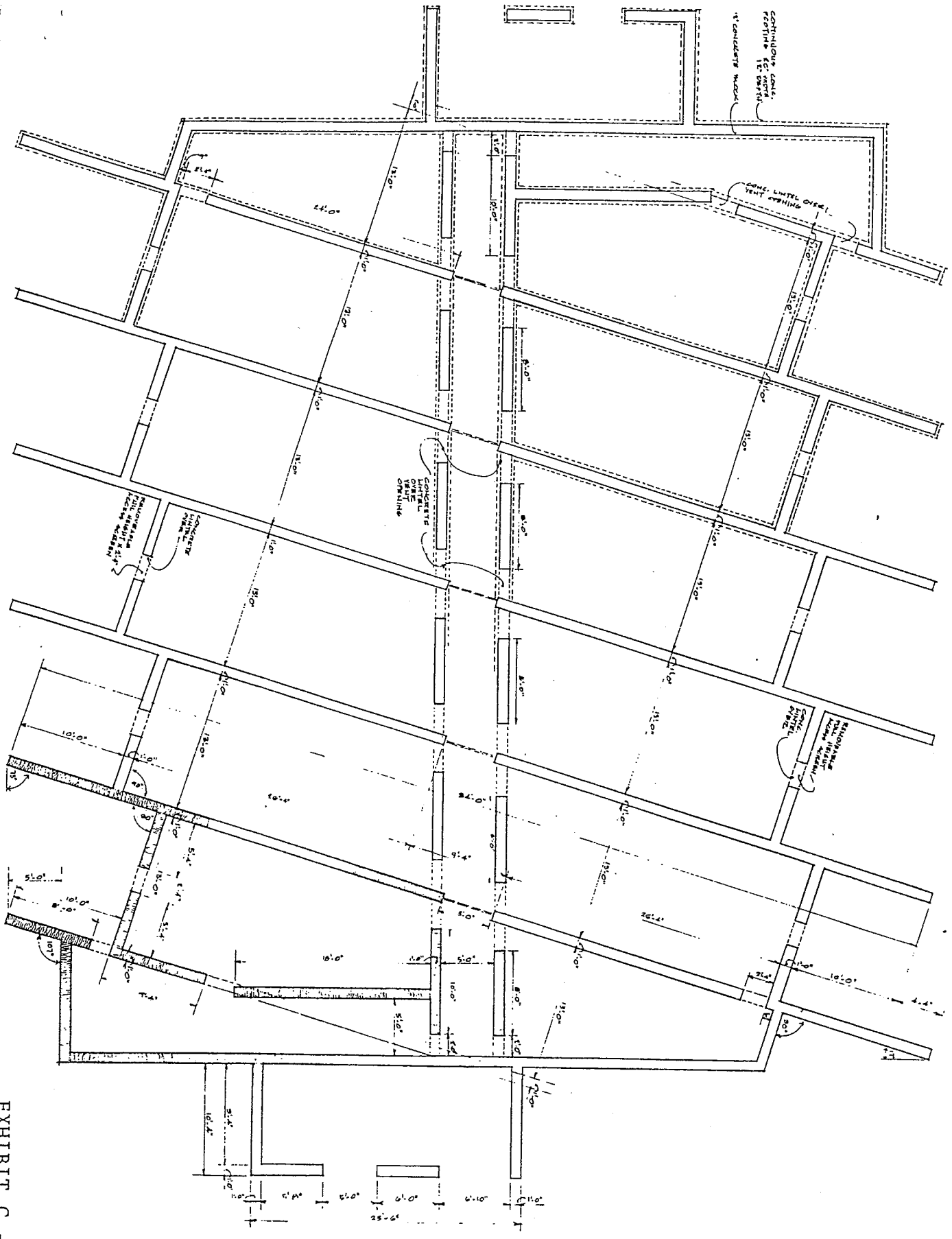


EXHIBIT C -

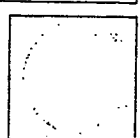
2

FOUNDATION & FOOTING PLAN

SCALE	DATE	OWN.	REVISED	COMM.
1/4" = 1'-0"	2/28/76	D. G.	W. J.	

THE TIMBERS CONDOMINIUMS MOUNTAIN VILLAGE WINTERSBORGH, VA.

TIMBERS II





GROUND FLOOR PLAN

THE TIMBERS CONDOMINIUMS MOUNTAIN VILLAGES WINTHROP, VA

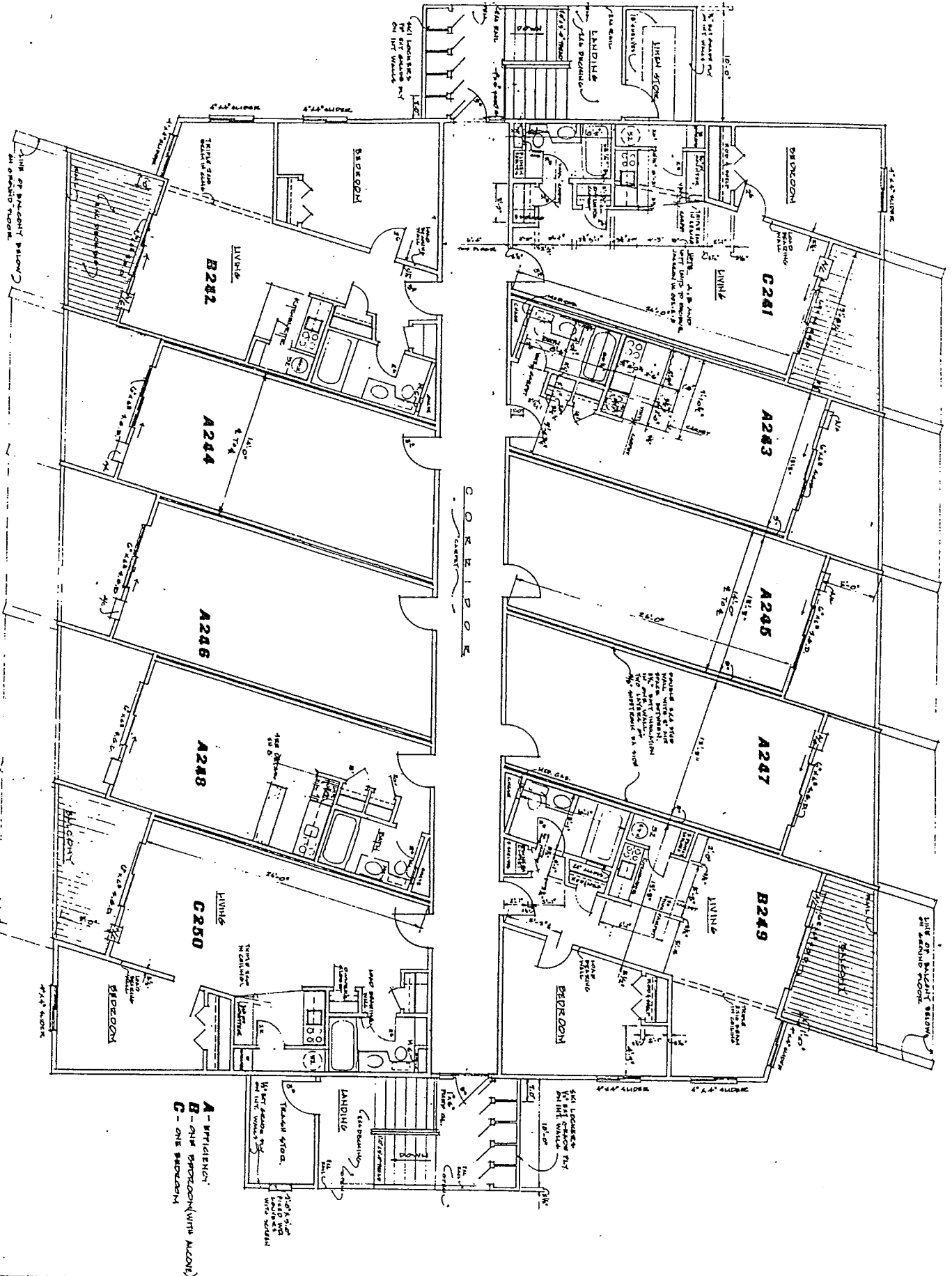
TIMBERS II

3

SCALE 1/8" = 1'-0"

Handwritten signature: *W. J. ...*





A - EFFICIENCY  
 B - ONE BEDROOM (WITH ALCONY)  
 C - ONE BEDROOM

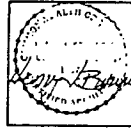
EXHIBIT C -

SECOND FLOOR PLAN

THE TIMBERS CONDOMINIUMS MOUNTAIN VILLAGES WINTERGARDEN, VA.

TIMBERS II

SCALE 1/4" = 1'-0"  
 DATE 22 DEC 76  
 DWG. G.S.  
 REVISED N.J.D.  
 CONUSE 25-1-76





LINE OF BALCONY BELOW ON OTHER SIDE

LINE OF BALCONY BELOW ON OTHER SIDE

A - REFINEMENT  
 B - ONE BEDROOM (WITH ALCOVE)  
 C - ONE BEDROOM

EXHIBIT C -

THIRD FLOOR PLAN

THE TIMBERS CONDOMINIUMS MOUNTAIN VILLAGE WINTHROP, VA

TIMBERS II

DATE	DWG. NO.	REVISED	CONTRACT NO.
1/15/80	001	1.0	100-100

*Handwritten signature*

5



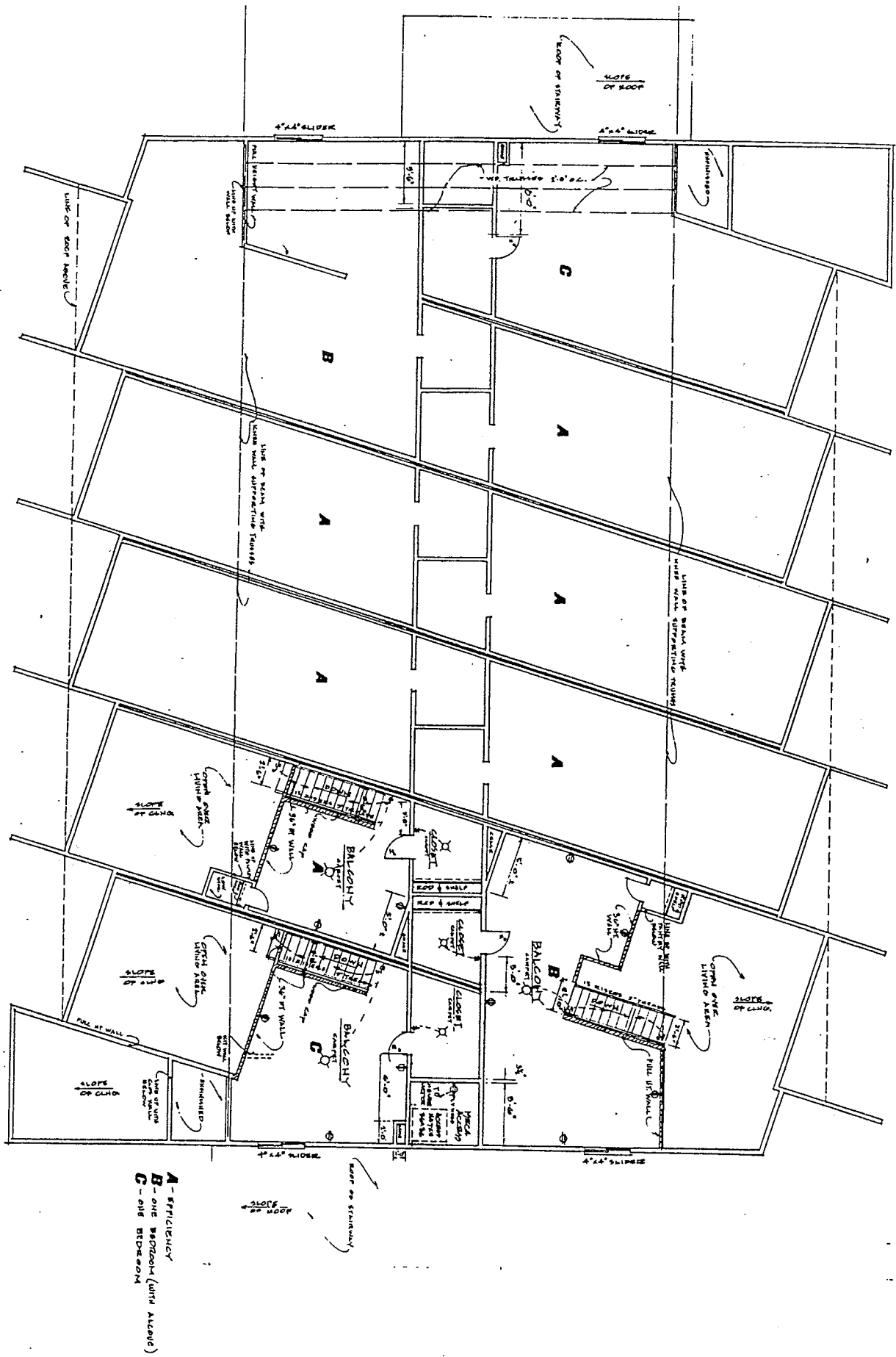


EXHIBIT C -

6

THIRD FL. - BALCONY LEVEL  
(INCL. ELEC)

SCALE 1/4"=1'-0"	DATE 12/1/88	DWN O.G.	REV'D N.P.	CHECK'D K.S. 12/1/88
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THE TIMBERS CONDOMINIUMS

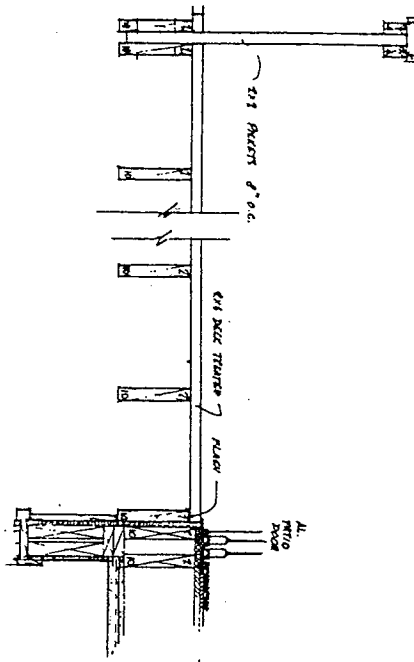
MOUNTAIN VILLAGE  
WINTERGREEN, VA

GRIGG, WOOD & BROWNE  
ARCHITECTS - AIA

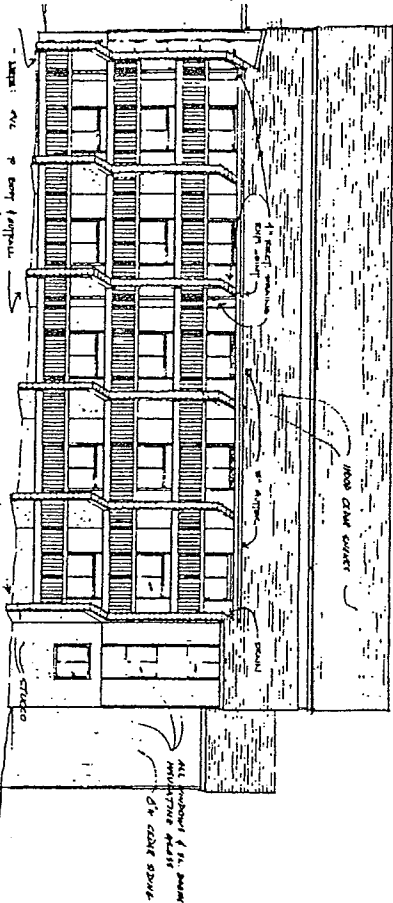
CHARLOTTESVILLE  
VIRGINIA

TIMBERS II

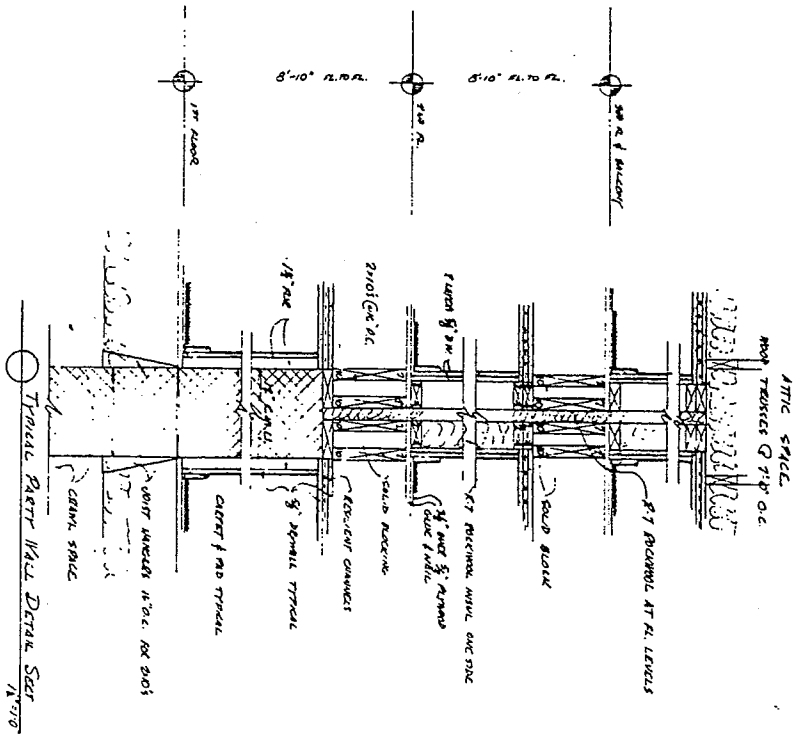




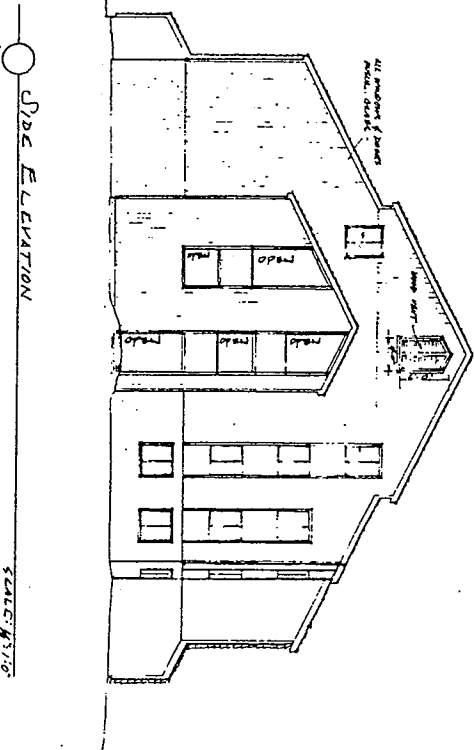
TYPICAL DECK DETAIL  
SCALE: 1/4" = 1'-0"



THREE RIBBED ENTRY (OPPOSITE SIDE SMALLER TRACKS)  
SCALE: 3/8" = 1'-0"



TYPICAL PARTY WALL DETAIL SECTION  
SCALE: 1/4" = 1'-0"



SIDE ELEVATION  
SCALE: 3/8" = 1'-0"

EXHIBIT C -

ELEV'S & DETAIL SECT.

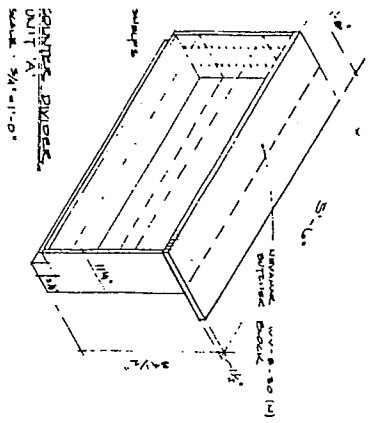
THE TIMBERS CONDOMINIUMS

MOUNTAIN VILLAGE  
WINTERGLEN, VIRGINIA

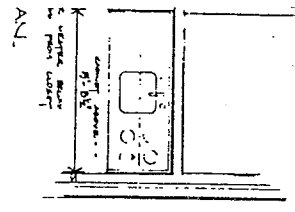
GRIGG, WOOD & BROWNE  
ARCHITECTS - AIA

TIMBERS II

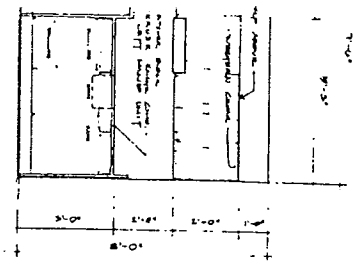
SCALE: 3/8" = 1'-0" DATE: 2/20/78 DRAWN: J.B. REVISION: 149



EN. DETAILS



ELEVATION



SECTION A-A

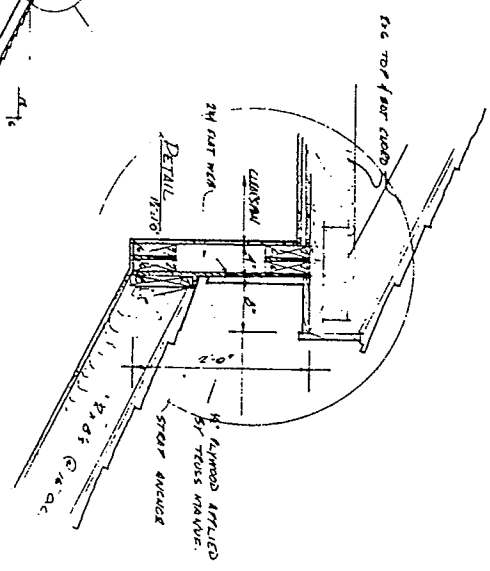
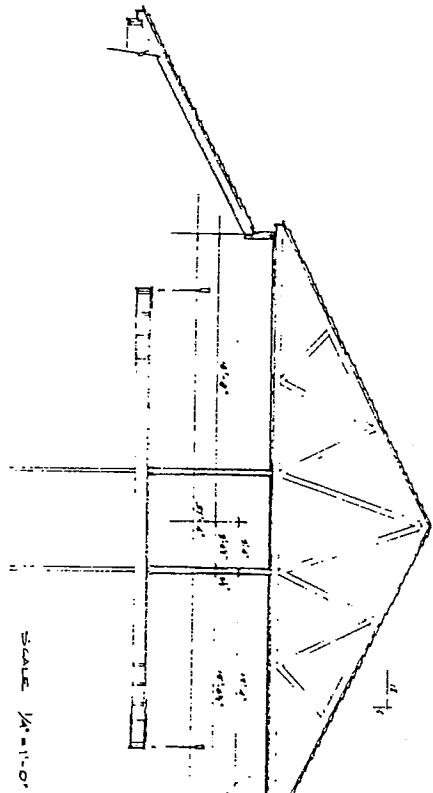
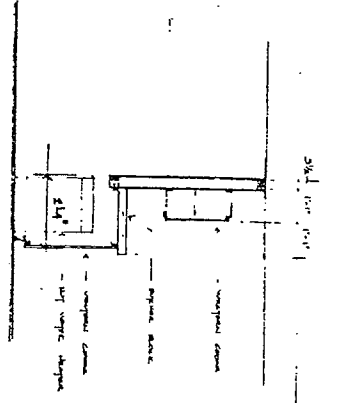
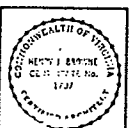


EXHIBIT C

8

SECTION & DETAILS

SCALE	DATE	DWN	TEXT	COMM
AS SHOWN		CC	U.P.	2/21/74



THE TIMBERS CONDOMINIUMS MOUNTAIN VILLAGE WINTERGREEN, VA.

GRIGG, WOOD & BROWNE ARCHITECTS · AIA CHARLOTTESVILLE VIRGINIA

TIMBERS II

THE TIMBERS CONDOMINIUM  
SECOND  
REVISED AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM AND BY-LAWS

---

This Revision to the Amendment made the 1st day of December, 1977, to the Declaration of Condominium for The Timbers Condominium, registered July 19, 1976, as Condominium Registration No. 76-107 by The Timbers Development, a Virginia limited partnership with its principal office located in Charlottesville, Virginia,

W I T N E S S E T H :

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

WHEREAS, the Declarant has previously recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, at Deed Book 152 , page 576, its Declaration creating The Timbers Condominium and by such Declaration specifically reserved the option to expand the same in accordance with Section 55-79.63 of the Code of Virginia (1950, as amended); and

WHEREAS, BY Amendment dated December 1, 1977, of record in the aforesaid Clerk's Office in Deed Book 158 , page 614 , the Declarant exercised its option to expand the Condominium, but such Amendment contained technical errors and Declarant now wishes to file this revision to correct the same.

NOW THEREFORE, in consideration of the premises, Declarant does hereby declare that the "Second Amendment to Declaration of Condominium" of record in the Nelson County Clerk's Office in Deed Book 158, page 614 shall be amended in the following particulars:

(1) The title of the Amendment shall be changed to read "The Timbers Condominium Second Amendment to the Declaration of Condominium and By-Laws;"

(2) Exhibits A, B and C attached to such Amendment are hereby reincorporated by reference and made a part of this Revised Second Amendment to the Declaration of Condominium and By-Laws;

(3) The second and third words in paragraph 2 of the Amendment are hereby changed from "will construct" to the words "has constructed."

Except as herein corrected, the Second Amendment to the Declaration of Condominium is hereby retified and confirmed.

THE TIMBERS DEVELOPMENT

BY Henry J. Browne  
General Partner

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 3<sup>rd</sup> day of February, 1978, by Henry J. Browne as General Partner of The Timbers Development.

My Commission expires: March 16, 1979  
Lucretia B. Robinson  
Notary Public

State Tax 039 \$ Exempt  
Co. Tax 213 \$ "  
State Tax 038 \$ "  
Co. Tax 220 \$ "

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County, March 2, 1978. This writing was admitted to record at 4:05 o'clock P. M. and the tax imposed by Sec. 50-04 1 of the Code in the amount of \$ Exempt has been paid.

TESTE: Mary J. Hawkins, Deputy Clerk

**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-Styled By-Laws of the Timbers Condominium Unit Owners’ Association

\* \* \*



**TIMBERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INCORPORATED  
C/O CONDO MANGEMENT, INC.  
P.O. BOX 322  
NELLYSFORD, VIRGINIA 22958  
434-325-1476**

**CONDOMINIUM RESALE CERTIFICATE**

**UNIT DESCRIPTION:** Timbers Condominium Unit 232

**DATE:** August 21, 2019

**1. Capital expenditures anticipated by the Association within the next two years.**

Capital expenditures approved for 2019 include preparation of an updated Reserve Study for the Association. The Timbers Board of Directors is currently exploring options for replacing the cable wiring throughout the buildings. No decisions on the project have been made at this time. There are no special assessments planned at this time.

**2a. Assessments and fees charged currently.**

Regular assessments are set at \$650.00 per quarter, including cable television, plus interest at 18% per annum if payment is thirty (30) days late and a late charge of \$25.00 if payment is sixty (60) days late. The due date of the quarterly dues is on the first day of the quarter. Enclosed is a copy of the Association's Collection Policy.

**2b. The amount of unpaid assessments against the unit from the Association.**

None. Dues have been paid through the third quarter of 2019.

**3. Status and amount of reserves for capital expenditures, contingencies, and portion of such reserves earmarked for specific projects:**

Special Operating Reserve	\$ 26,899.40
Reserve Fund	\$ 160,71.21

Attached is a Reserve Study Expense Item List prepared by USI Commercial Assessments.

**4. Fiscal condition of the Association for the most recent fiscal year, the most recent statement and current operating budget.**

2019 Operating and Reserve Budgets

Balance Sheet dated 6/30/19

Comparative Statement of Operating Income and Expense as of 6/30/19

Comparative Statement of Reserve Income and Expense as of 6/30/19

**5. Status of pending suits or any judgment to which the Association is a party.**

None.

**6. Insurance Coverage:**

Timbers Condominium Unit Owners Association, Incorporated has blanket fire and extended coverage on the buildings in the face amount of \$5,980,000, liability insurance on the common areas in the amount of \$3,000,000, and a fidelity bond.

Unit owners are responsible for obtaining insurance for the value of the interior of their units, including such items as furniture, appliances, carpet, wall coverings and other improvements. Unit owners should also obtain a policy of liability insurance insuring against injury to persons and property for any damage to the common areas or other units from a cause arising within their unit.

The current policy is issued by Nationwide General Insurance Co., Policy No. ACP 3998192956, 12/31/18-12/31/19. The broker is Mayo Insurance Agency, Inc., 1917 Laskin Road, Suite 101, Virginia Beach, VA 23454, 757-496-5685.

**7. In accordance with the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 458(d)), the Association states that it has no knowledge, reports or records pertaining to lead-based paint and/or lead-based paint hazards at the property.**

**8. Improvements in violation of the condominium instruments.**

There are not any improvements or alternations to the unit in violation of the condominium instruments.

**9. Timbers, being located within Wintergreen Resort, is subject to the Property Owners' Association Act (Section 55-508 et seq), Chapter 26 of the Virginia Code.**

Members of the Timbers Condominium Unit Owners Association, Incorporated are also members of the Wintergreen Property Owner's Association, P.O. Box 587, Wintergreen, Virginia 22958, 434-325-8530.

- 10.** In accordance with Section 55-530 of the Virginia Code, the Association has adopted Association Compliant Procedures as required by the Virginia Common Interest Community Board. Copies of the Association Complaint Procedures and Association Complaint Form are enclosed.
  
- 11.** Copies of the Minutes of the 2018 Combined Annual and Board of Directors Meeting held November 10, 2018 and of the Special Meeting of the Board of Directors held December 18, 2018 are enclosed.
  
- 12.** Enclosed is a copy of the Common Interest Community Board Condominium Unit Owners' Association Resale Certificate Notice issued pursuant to Section 55-79.97 of the *Code of Virginia*.
  
- 13.** The registered agent for the Timbers Condominium Unit Owners Association, Incorporated is James R. Richards, Esq., 925 Main Street, Suite 300, Lynchburg, VA 24504.
  
- 14.** Copies of the current Declaration of Condominium, By-Laws and House Rules are enclosed.

**TIMBERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INCORPORATED**

**By:** \_\_\_\_\_  
**David Lastra, President**

**TIMBERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INCORPORATED  
C/O CONDO MANGEMENT, INC.  
P.O. BOX 322  
NELLYSFORD, VIRGINIA 22958  
434-325-1476**

**CONDOMINIUM RESALE CERTIFICATE**

**UNIT DESCRIPTION:** Timbers Condominium Unit 202

**DATE:** July 30, 2019

**1. Capital expenditures anticipated by the Association within the next two years.**

Capital expenditures approved for 2019 include preparation of an updated Reserve Study for the Association. The Timbers Board of Directors is currently exploring options for replacing the cable wiring throughout the buildings. No decisions on the project have been made at this time. There are no special assessments planned at this time.

**2a. Assessments and fees charged currently.**

Regular assessments are set at \$650.00 per quarter, including cable television, plus interest at 18% per annum if payment is thirty (30) days late and a late charge of \$25.00 if payment is sixty (60) days late. The due date of the quarterly dues is on the first day of the quarter. Enclosed is a copy of the Association's Collection Policy.

**2b. The amount of unpaid assessments against the unit from the Association.**

None. Dues have been paid through the third quarter of 2019.

**3. Status and amount of reserves for capital expenditures, contingencies, and portion of such reserves earmarked for specific projects:**

Special Operating Reserve	\$ 26,899.40
Reserve Fund	\$ 160,71.21

Attached is a Reserve Study Expense Item List prepared by USI Commercial Assessments.

**4. Fiscal condition of the Association for the most recent fiscal year, the most recent statement and current operating budget.**

2019 Operating and Reserve Budgets

Balance Sheet dated 6/30/19

Comparative Statement of Operating Income and Expense as of 6/30/19

Comparative Statement of Reserve Income and Expense as of 6/30/19

**5. Status of pending suits or any judgment to which the Association is a party.**

None.

**6. Insurance Coverage:**

Timbers Condominium Unit Owners Association, Incorporated has blanket fire and extended coverage on the buildings in the face amount of \$5,980,000, liability insurance on the common areas in the amount of \$3,000,000, and a fidelity bond.

Unit owners are responsible for obtaining insurance for the value of the interior of their units, including such items as furniture, appliances, carpet, wall coverings and other improvements. Unit owners should also obtain a policy of liability insurance insuring against injury to persons and property for any damage to the common areas or other units from a cause arising within their unit.

The current policy is issued by Nationwide General Insurance Co., Policy No. ACP 3998192956, 12/31/18-12/31/19. The broker is Mayo Insurance Agency, Inc., 1917 Laskin Road, Suite 101, Virginia Beach, VA 23454, 757-496-5685.

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13. The registered agent for the Timbers Condominium Unit Owners Association, Incorporated is James R. Richards, Esq., 925 Main Street, Suite 300, Lynchburg, VA 24504.
14. Copies of the current Declaration of Condominium, By-Laws and House Rules are enclosed.

**TIMBERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INCORPORATED**

By: \_\_\_\_\_

  
**David Lastra, President**

# TIMBERS CONDOMINIUM UNIT OWNERS' ASSN., INCORPORATED

## COLLECTION POLICY

The Board of Directors of Timbers Condominium Unit Owners' Assn., Incorporated Adopting a Collection Policy

Adopted October 17, 2012

The following Resolution has been adopted by the Association pursuant to Virginia Condominium Law, at a regular meeting of the Board of Directors.

### RECITALS

1. The Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the Timbers Condominium Unit Owners' Assn., Incorporated in Nelson County, Virginia.
2. The Association must have the financial ability to discharge its responsibilities.
3. The Board of Directors is required to pursue collection of assessments and other charges from delinquent owners.
4. The Board of Directors of the Association desires to adopt a uniform, non-discriminating and systematic procedure to collect assessments and other charges of the Association.

**NOW, THEREFORE, BE IT RESOLVED** that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association.

1. **Due Dates.** The annual assessment as determined by the Association and as allowed for in the Declaration of Condominium and Bylaws shall be due and payable in four installments due on the first day of each quarter. Assessments or other charges not paid to the Association by the first day of the quarter in which they are due shall be considered past due and delinquent.
2. **Invoices.** The Association may, but shall not be required to, invoice an owner as a condition to an owner's obligation to pay assessment or other charges of the Association. If the Association provides an owner with an invoice for quarterly assessments, although invoices are not required, the invoice should be mailed or sent to the owner on the 15th of the month preceding each due date. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.
3. **Late Charges Imposed on Delinquent Installments.** A quarterly assessment shall be past due and delinquent if not paid by the first day of the quarter in which it is due. The Association shall impose a \$25.00 late charge on the outstanding or past due balance then due



the Association. The late charge shall be a "common expense" for each owner who fails to timely pay a quarterly installment of the annual assessment by the first day of the beginning quarter.

4. **Interest.** The Association shall impose interest of 18% per annum on any unpaid balance. The interest shall be a "common expense" for each owner who fails to timely pay a quarterly installment or the amount assessed by the first day of the beginning quarter.

This late charge shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

The interest shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All interest shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

5. **Return Check Charges.** In addition to any and all charges imposed under the Declaration and Bylaws or this Resolution, a \$25.00 fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the unit for which payment was tendered to the Association. Return check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Bylaws, or this Resolution and shall be due and payable immediately when incurred, upon demand. If two or more of a unit owners' checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the unit owner's future payments, for a period of one year, be made by certified check or money order.

6. **Attorney's Fees on Delinquent Accounts.** As an additional expense permitted under the Declaration, Bylaws and Statutes, the Association shall be entitled to recover its reasonable attorney's fees, courts costs and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

7. **Application for payments made to the Association.** Payments received from an owner will be credited in the following order:

- The quarterly assessment for a unit, including any special assessment due, as applicable, payments shall be applied toward the oldest quarter(s) then owed.
- Charges for legal fees, court costs and other costs of collection.

- All late charges and interest accrued, as applicable.
- All other charges incurred by the Association as a result of any violation by an owner, his/her family, employees, agents or licensees, of the Declaration, Bylaws, or Resolutions.

8. **Collection Letters.** After a quarterly assessment or other charge due the Association becomes thirty (30) days past due, the Association may cause, but shall not be required to send, a "late notice" to the unit owner. The Association may simultaneously send a copy of the notice to the mortgagee of the unit.

9. **Use of Certified Mail/Regular Mail.** In the event the Association shall send a collection or demand letter or notices to a delinquent owner by regular mail, the Association may also send, but shall not be required to send, an additional copy of that letter or notice by certified mail.

10. **Liens.** The Association may file a notice of lien against the property of any delinquent owner in accordance with the terms and provisions of the Declaration and Bylaws. A copy of the notice of lien shall be mailed to the owner and may be mailed to the mortgage lender with a request that the lender send a letter to the delinquent owner advising the owner of the lender's option to accelerate the mortgage debt.

11. **Referral of Delinquent Accounts to Attorneys.** The Association may, but shall not be required to, refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.

12. **Referral of Delinquent Accounts to Collection Agencies.** The Association may, but shall not be required to, refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

13. **Collection Procedures and Time Frame.** The following time frame shall be used in the collection of quarterly installment of the assessment and other charges:

Date due (date payment is due)	1 <sup>st</sup> day of each quarter
Past due date (date payment is late)	2 <sup>nd</sup> day of each quarter
Late charge imposed	2 <sup>nd</sup> day of each quarter
Interest charges begin	2 <sup>nd</sup> day of each quarter
"Late Notice" mailed imposing late fees, interest, etc.	30 days after the due date
Account referred to attorney for legal action	45 days after the due date

Attorney sends demand letter for payment including acceleration notice, if applicable, 45 days after due date.

Owner fails to respond to the attorney, a lawsuit is considered, and if appropriate, is commenced 60 days after the due date.

The attorney is to consult with the Association at all times to determine if payment has been arranged or which collection procedures are appropriate.

14. **The Association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship.** Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

15. **Notification to Owners.** The Association shall cause all owners to be notified of this Resolution and the late charges, returned check charges, and attorney's fees to be imposed after the effective date of those provisions of this Resolution. All other policies and procedures set forth in this resolution shall be effective immediately.

16. **Ongoing Evaluation.** Nothing in this resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

IN WITNESS WHEREOF, the undersigned have executed this resolution the 19 day of October, 2012.

Attest:

  
Donald Spano, Secretary

## Timbers Condominium Unit Owners' Association Reserve Study Expense Item Listing

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Calendar Year	Estimated Future Cost	Raw Annual Payment
<b>Exterior Surfaces</b>								
Wood Siding & Trim at Balconies	\$0.93 / sqft	7500 sqft	\$6,975	5 Years		2019	\$8,349	\$1,391.45
						2026	\$10,297	\$1,470.99
				7 Years	7 Years	2033	\$12,700	\$1,814.25
						2040	\$15,663	\$2,237.62
						2047	\$19,318	\$2,759.78
Gutters & Downspouts	\$7.00 / Inft	824 Inft	\$5,768	5 Years	30 Years	2019	\$6,904	\$1,150.67
Glass Doors	\$1,200 / each	4 each	\$4,800	15 Years	20 Years	2029	\$7,753	\$484.53
Metal Framed Glass windows	\$1,000 / each	4 each	\$4,000	15 Years	20 Years	2029	\$6,460	\$403.78
Interior & Exterior Building Mounted Lighting Allowance - Per Client Budget	\$20,000 / lump sum	1 lump sum	\$20,000	2 Years		2016	\$21,881	\$7,293.68
					15 Years	2031	\$34,297	\$2,286.47
				15 Years		2046	\$53,758	\$3,583.88
<b>Roof</b>								
Asphalt Shingle Roof - Timbers 1	\$4.00 / sqft	8201 sqft	\$32,804	5 Years	25 Years	2019	\$39,265	\$6,544.12
				25 Years		2044	\$83,046	\$3,321.82
Asphalt Shingle Roof - Timbers 2	\$4.00 / sqft	8201 sqft	\$32,804	7 Years	25 Years	2021	\$41,690	\$5,211.20
				25 Years		2046	\$88,174	\$3,526.97
<b>Interior</b>								
Solid Interior Doors with Closers - 2 Per Floor	\$1,000 / each	12 each	\$12,000	20 Years	30 Years	2034	\$22,514	\$1,072.08
Interior Doors - Linen Closets Ice Machine & Laundry Area	\$1,000 / each	4 each	\$4,000	10 Years	30 Years	2024	\$5,562	\$505.60
Hallway Refurbishment Allowance - Per Client Budget	\$45,000 / lump sum	1 lump sum	\$45,000	2 Years		2016	\$49,232	\$16,410.77
					20 Years	2036	\$89,640	\$4,482.00
						2056	\$163,212	\$8,160.62
Crawlspace Project - Per Client Budget	\$118,168 / lump sum	1 lump sum	\$118,168	22 Years	30 Years	2036	\$235,391	\$10,234.37
<b>Mechanical Equipment</b>								
Ice Machine	\$2,500 / each	1 each	\$2,500	8 Years	20 Years	2022	\$3,274	\$363.76
				20 Years		2042	\$5,961	\$298.04

Timbers Condominium Unit Owners' Association Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Calendar Year	Estimated Future Cost	Raw Annual Payment
Ice Machine	\$2,500 / each	1 each	\$2,500	20 Years	20 Years	2062	\$10,853	\$542.66
Water Heater	\$1,000 / each	1 each	\$1,000	9 Years	12 Years	2023	\$1,349	\$134.94
				12 Years		2035	\$1,933	\$161.10
						2047	\$2,770	\$230.81
Coin Operated Washing Machine	\$500 ea	2	\$1,000	0 Years	15 Years	2014	\$1,030	\$1,030.42
				15 Years		2029	\$1,615	\$107.67
						2044	\$2,532	\$168.77
Coin Operated Clothes Dryer	\$500 ea	2	\$1,000	0 Years	15 Years	2014	\$1,030	\$1,030.42
				15 Years		2029	\$1,615	\$107.67
						2044	\$2,532	\$168.77
Dehumidifiers in Crawlspace - Original Units	\$4,234 / Each	5 Each	\$21,170	4 Years	15 Years	2018	\$24,591	\$4,918.29
				15 Years		2033	\$38,545	\$2,569.69
						2048	\$60,417	\$4,027.82
Humidifiers in Crawlspace - New Unit	\$4,234 / Each	1 Each	\$4,234	15 Years	15 Years	2029	\$6,838	\$427.40
						2044	\$10,719	\$714.58
<b>Site</b>								
Wood Walkways & Steps	\$15.00 / sqft	156 sqft	\$2,340	2 Years	30 Years	2016	\$2,560	\$853.36
Guardrail	\$30.00 / Inft	38 Inft	\$1,140	11 Years	30 Years	2025	\$1,633	\$136.11
Wood Retaining Walls	\$30.00 / sqft	348 sqft	\$10,440	5 Years	30 Years	2019	\$12,496	\$2,082.69
Exterior Post Lights	\$500 / each	10 each	\$5,000	5 Years	30 Years	2019	\$5,985	\$997.46
Light Bollards	\$375 / each	10 each	\$3,750	3 Years	20 Years	2017	\$4,227	\$1,056.87
				20 Years		2037	\$7,697	\$384.86
						2057	\$14,015	\$700.74
Automatic Gate Allowance - Gate is a Shared Responsibility with Neighboring Association	\$1,000 / each	1 each	\$1,000	6 Years	10 Years	2020	\$1,233	\$176.19
						2030	\$1,664	\$166.42
				10 Years		2040	\$2,246	\$224.56
						2050	\$3,030	\$303.02
Community Signage Allowance	\$5,000 / lump sum	1 lump sum	\$5,000	4 Years	10 Years	2018	\$5,808	\$1,161.62
				10 Years		2028	\$7,837	\$783.72
						2038	\$10,575	\$1,057.51
						2048	\$14,270	\$1,426.95
Drainage	\$5,436 / lump sum	1 lump sum	\$5,436	9 Years	10 Years	2023	\$7,335	\$733.53

Timbers Condominium Unit Owners' Association Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Calendar Year	Estimated Future Cost	Raw Annual Payment	
Drainage Allowance	\$5,436 / lump sum	1 lump sum	\$5,436	10 Years	10 Years	2033	\$9,898	\$989.79	
						2043	\$13,356	\$1,335.58	
<b>Hardscape</b>									
Asphalt Parking Lot - Sealcoat	\$0.10 / sqft	15440 sqft	\$1,544	5 Years	5 Years	0 Years	2014	\$1,591	\$1,590.96
						2019	\$1,848	\$369.62	
						2024	\$2,147	\$429.35	
						2029	\$2,494	\$498.75	
						2034	\$2,897	\$579.35	
						2039	\$3,365	\$672.98	
						2044	\$3,909	\$781.75	
Asphalt Parking Lot - Mill & Overlay	\$2.40 / sqft	15440 sqft	\$37,056	12 Years	30 Years	2026	\$54,704	\$4,208.03	
Asphalt Road & Circle - Sealcoat	\$0.10 / sqft	4572 sqft	\$457	5 Years	5 Years	2019	\$547	\$91.21	
						2024	\$636	\$127.14	
						2029	\$738	\$147.69	
						2034	\$858	\$171.55	
						2039	\$996	\$199.28	
						2044	\$1,157	\$231.49	
Asphalt Road & Circle - Mill & Overlay	\$10,500 / Lump Sum	1 Lump Sum	\$10,500	0 Years	30 Years	2014	\$10,819	\$10,819.37	
Asphalt Walkways - Sealcoat	\$0.10 / sqft	3285 sqft	\$329	8 Years	8 Years	2022	\$430	\$47.80	
						2030	\$547	\$68.34	
						2038	\$695	\$86.85	
						2046	\$883	\$110.37	
Asphalt Walkways - Mill & Overlay	\$2.40 / sqft	3285 sqft	\$7,884	3 Years	30 Years	2017	\$8,888	\$2,221.96	
Concrete Walks - Repair Allowance	\$2,500 / lump sum	1 lump sum	\$2,500	7 Years	10 Years	2021	\$3,177	\$397.15	
						2031	\$4,287	\$428.71	
						2041	\$5,785	\$578.49	
						2051	\$7,806	\$780.58	

Raw Annual Payments do not include earned interest, tax adjustments or payments made with initial reserves.

Months Remaining in Calendar Year 2014: 12

Expected annual inflation: 3.00% Interest earned on reserve funds: 0.00% Initial Reserve: \$55,548

**Timbers Condominium Unit Owners' Association Funding Study Modified Cash Flow Analysis**

Calendar Year	Annual Payment	Annual Expenses	Net Reserve Funds	% Funded
2014	\$47,560	\$14,471	\$88,637	27.2 %
2015	\$47,560		\$136,197	40.5 %
2016	\$47,560	\$73,673	\$110,083	30.5 %
2017	\$47,560	\$13,115	\$144,528	45.9 %
2018	\$47,560	\$30,400	\$161,688	49.1 %
2019	\$47,560	\$75,394	\$133,855	40.8 %
2020	\$47,560	\$1,233	\$180,181	63.6 %
2021	\$47,560	\$44,867	\$182,875	58.5 %
2022	\$47,560	\$3,704	\$226,731	75.5 %
2023	\$47,560	\$8,685	\$265,606	80.7 %
2024	\$47,560	\$8,344	\$304,822	86.2 %
2025	\$47,560	\$1,633	\$350,749	92.7 %
2026	\$47,560	\$65,001	\$333,308	81.4 %
2027	\$47,560		\$380,868	101.2 %
2028	\$47,560	\$7,837	\$420,590	103.1 %
2029	\$47,560	\$27,514	\$440,637	102.0 %
2030	\$47,560	\$2,211	\$485,986	111.5 %
2031	\$47,560	\$38,584	\$494,962	106.3 %
2032	\$47,560		\$542,522	117.9 %
2033	\$47,560	\$61,143	\$528,939	107.2 %
2034	\$47,560	\$26,268	\$550,230	117.7 %
2035	\$47,560	\$1,933	\$595,857	125.1 %
2036	\$47,560	\$325,031	\$318,367	62.5 %
2037	\$47,560	\$7,697	\$358,249	166.5 %
2038	\$47,560	\$11,270	\$394,540	165.3 %
2039	\$47,560	\$4,361	\$437,738	168.9 %
2040	\$47,560	\$17,909	\$467,389	163.1 %
2041	\$47,560	\$5,785	\$509,164	169.1 %
2042	\$47,560	\$5,961	\$550,764	167.9 %
2043	\$47,560	\$13,356	\$584,968	164.8 %
2044	\$47,560	\$103,894	\$528,634	141.7 %
<b>Totals :</b>	<b>\$1,474,360</b>	<b>\$1,001,274</b>		

The cash distribution shown in this table applies to repair and replacement cash reserves only.

Basis of Funding Study - Modified Cash Flow

Cash reserves have been set to a minimum of \$0

Cash Flow has been modified with the forced Fixed Payments.

Months Remaining in Calendar Year 2014: 12      Inflation = 3.00 %      Interest = 0.00 %

Study Life = 30 years      Initial Reserve Funds = \$55,547.90      Final Reserve Value = \$528,634.30

Annual Payments Held Constant for 30 years

**TIMBERS CONDOMINIUM UNIT OWNERS ASSN., INCORPORATED  
2019 OPERATING AND RESERVE BUDGETS**

**OPERATING FUND**

**INCOME**

Condominium Fees	\$ 136,651.29
Interest - Bank	5.71
Interest - Owner	300.00
Interest - Spec Op	50.00
Late Charges	500.00
Storage Room Rental	360.00
Vending	350.00
<b>Total Income</b>	<b>\$ 138,217.00</b>

**EXPENSES - ADMINISTRATION**

Association Administration	\$ 3,400.00
Audit	3,875.00
Insurance	15,145.00
Legal Fees	5,000.00
Management Fee	19,800.00
Vending	40.00
Miscellaneous	-
<b>Total Administration</b>	<b>\$ 47,260.00</b>

**EXPENSES - BUILDING OPERATIONS**

Cable	\$ 28,800.00
Hallway Maintenance	5,400.00
Improvements	-
Lighting Maintenance	1,000.00
Pest Control	2,100.00
Refuse Removal	6,800.00
Repairs & Maintenance	21,495.00
Repairs & Main (Ins Ded)	-
Utilities	6,500.00
<b>Total Building Operations</b>	<b>\$ 72,095.00</b>

**EXPENSES - GROUNDS OPERATIONS**

Grounds Maintenance	\$ 7,200.00
Landscaping	4,012.00
Parking Lot Maintenance	-
Ski Season Parking	150.00
Snow Removal	7,500.00
<b>Total Grounds Operations</b>	<b>\$ 18,862.00</b>

**TOTAL EXPENSES** \$ 138,217.00

**EXCESS INCOME** \$ -

**RESERVE FUND**

**INCOME**

Condominium Fees	\$ 19,348.71
Special Assessments	-
Interest	10.00
<b>Total Income</b>	<b>\$ 19,358.71</b>

**EXPENSES**

Administration	\$ 3,366.00
Asphalt Paving	-
Crawl Space	-
Drainage	-
Gutters	-
Lighting	-
Roofs	-
Siding Replacement	-
Signage	-
Walkways/Grounds	-
<b>Total Expenses</b>	<b>\$ 3,366.00</b>

**BALANCE** \$ 15,992.71

2019 Quarterly Dues:

Operating	\$ 569.38
Reserve	80.62
<b>Total</b>	<b>\$ 650.00</b>



**TIMBERS CONDOMINIUM UNIT OWNERS' ASSN., INCORPORATED**  
**BALANCE SHEET**  
**June 30, 2019**

**ASSETS**

**OPERATING ASSETS**

Accounts Receivable - Owner	28,315.85	
Checking Account - Operating	36,558.27	
Checking Account -- Spec Operating Reserve	4,682.70	
Special Operating Reserve	<u>22,216.70</u>	
<b>Total Operating Assets</b>		<b>91,773.52</b>

**REPLACEMENT ASSETS**

Checking Account - Reserve	160,971.21	
<b>Total Replacement Assets</b>		<b>160,971.21</b>

**FIXED ASSETS**

Equipment	3,676.08	
Equipment - Depreciation	<u>(3,676.08)</u>	
<b>Total Fixed Assets</b>		<u>-</u>

<b>TOTAL ASSETS</b>		<b><u>\$ 252,744.73</u></b>
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**LIABILITIES**

Accounts Payable	8,123.55	
<b>Total Current Liabilities</b>		<b>8,123.55</b>

**EQUITY**

**OPERATING CAPITAL**

Net Income	23,934.88	
Open Equity Balance	<u>51,493.55</u>	
<b>Total Operating Capital</b>		<b>75,428.43</b>

**REPLACEMENT RESERVE**

Retained Earnings	27,593.76	
Net Income	14,515.23	
Unallocated (prior year) Reserves	<u>127,083.76</u>	
<b>Total Replacement Reserves</b>		<u>169,192.75</u>

<b>TOTAL LIABILITIES AND EQUITY</b>		<b><u>\$ 252,744.73</u></b>
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**TIMBERS CONDOMINIUM UNIT OWNERS' ASSN., INCORPORATED**  
**COMPARATIVE STATEMENT OF OPERATING INCOME AND EXPENSE**  
**June 30, 2019**

	<u>2018 ACTUAL</u>	<u>JUNE 2019</u>	<u>YTD 2019</u>	<u>2019 BUDGET</u>
<b>INCOME</b>				
Condominium Fees	\$ 130,258.00	\$ 34,162.83	\$ 102,488.59	\$ 136,651.29
Interest - Bank	3.34	-	0.75	5.71
Interest - Owner	298.56	9.75	57.00	300.00
Interest - Spec Op	45.79	-	0.22	50.00
Late Charges	425.00	25.00	100.00	500.00
Vending	230.00	-	-	350.00
Storage Room Rental	360.00	-	360.00	360.00
Miscellaneous	-	-	-	-
<b>Total Income</b>	<b>\$ 131,620.69</b>	<b>\$ 34,197.58</b>	<b>\$ 103,006.56</b>	<b>\$ 138,217.00</b>
<b>EXPENSES - ADMINISTRATION</b>				
Association Administration	3,502.85	\$ 86.25	\$ 1,288.86	\$ 3,400.00
Audit	3,765.00	-	-	3,875.00
Insurance	25,715.71	-	15,145.00	15,145.00
Legal Fees	50.00	-	-	5,000.00
Management Fee	19,800.00	1,650.00	11,550.00	19,800.00
Vending	45.00	-	-	40.00
Miscellaneous	-	-	-	-
<b>Total Administration</b>	<b>\$ 52,878.56</b>	<b>\$ 1,736.25</b>	<b>\$ 27,983.86</b>	<b>\$ 47,260.00</b>
<b>EXPENSES - BUILDING OPERATIONS</b>				
Cable	\$ 25,578.00	\$ 2,436.00	\$ 17,052.00	\$ 28,800.00
Hallway Maintenance	5,400.00	450.00	2,700.00	5,400.00
Improvements	-	-	-	-
Lighting Maintenance	756.18	250.49	450.49	1,000.00
Pest Control	2,125.00	150.00	1,550.00	2,100.00
Refuse Removal	6,859.45	1,674.99	4,077.79	6,800.00
Repairs & Maintenance	11,827.91	25.00	5,581.85	21,495.00
Repairs & Main (Ins Ded)	175.88	-	-	-
Utilities	6,866.55	624.94	3,371.94	6,500.00
<b>Total Building Operations</b>	<b>\$ 59,588.97</b>	<b>\$ 5,611.42</b>	<b>\$ 34,784.07</b>	<b>\$ 72,095.00</b>
<b>EXPENSES - GROUNDS OPERATIONS</b>				
Grounds Maintenance	\$ 7,200.00	\$ 600.00	\$ 3,600.00	\$ 7,200.00
Improvements	-	-	-	-
Landscaping	532.00	-	45.00	4,012.00
Parking Lot Maintenance	186.79	-	-	-
Ski Season Parking	60.00	-	-	150.00
Snow Removal	4,890.00	-	3,736.25	7,500.00
Storm Damage	2,900.00	-	8,922.50	-
<b>Total Grounds Operations</b>	<b>\$ 15,768.79</b>	<b>\$ 600.00</b>	<b>\$ 16,303.75</b>	<b>\$ 18,862.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 128,236.32</b>	<b>\$ 7,947.67</b>	<b>\$ 79,071.68</b>	<b>\$ 138,217.00</b>
<b>EXCESS INCOME</b>	<b>\$ 3,384.37</b>	<b>\$ 26,249.91</b>	<b>\$ 23,934.88</b>	<b>\$ -</b>

**TIMBERS CONDOMINIUM UNIT OWNERS' ASSN., INCORPORATED**  
**COMPARATIVE STATEMENT OF RESERVE INCOME AND EXPENSE**  
**June 30, 2019**

	<u>2018 ACTUAL</u>	<u>JUNE 2019</u>	<u>YTD 2019</u>	<u>2019 BUDGET</u>
<b>INCOME</b>				
Dues - Members Reserve	\$ 25,742.00	\$ 4,837.17	\$ 14,511.51	\$ 19,348.71
Special Assessments	-	-	-	-
Interest - Reserve Checking	13.03	-	3.72	10.00
Interest- Reserve Investments	-	-	-	-
Late Charges -- Special Assessment	-	-	-	-
Total Income	<u>\$ 25,755.03</u>	<u>\$ 4,837.17</u>	<u>\$ 14,515.23</u>	<u>\$ 19,358.71</u>
<b>EXPENSES</b>				
Administration	\$ -	\$ -	\$ -	\$ 3,366.00
Asphalt	-	-	-	-
Crawl Space	-	-	-	-
Drainage	-	-	-	-
Hallway Replacements	-	-	-	-
Guardrails	423.91	-	-	-
Gutters	-	-	-	-
Lighting	1,121.73	-	-	-
Parking Gate	-	-	-	-
Roofs	-	-	-	-
Siding Replacement	-	-	-	-
Signage	-	-	-	-
Stairwell Enclosures	-	-	-	-
Taxes -- Federal	-	-	-	-
Taxes -- State	-	-	-	-
Utility Room Equipment	-	-	-	-
Walkways	-	-	-	-
Total Expenses	<u>\$ 1,545.64</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,366.00</u>
<b>BALANCE</b>	<u>\$ 24,209.39</u>	<u>\$ 4,837.17</u>	<u>\$ 14,515.23</u>	<u>\$ 15,992.71</u>

# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
12-31-2019

NUMBER  
0550000122

## COMMON INTEREST COMMUNITY BOARD COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



TIMBERS CONDOMINIUM UNIT OWNERS' ASSOCIATION  
INC.  
LYNDA GILLIAM  
CONDO MANAGEMENT, INC.  
PO BOX 322  
NELLYSFORD, VA 22958



Status can be verified at <http://www.dpor.virginia.gov>

*Jimmy W. DeBoer*  
Jimmy W. DeBoer, Director

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/20)

**TIMBERS CONDOMINIUM UNIT OWNERS' ASSN., INCORPORATED  
POLICY RESOLUTION NO. 2**

**ASSOCIATION COMPLAINT PROCEDURES  
(for resolving certain complaints from members and others)**

**WHEREAS**, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board ("CICB") has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners' associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of each association and other citizens; and

**WHEREAS**, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Timbers Condominium Unit Owners' Assn., Incorporated ("Association"), acting through the Board of Directors, hereby adopts and establishes the following CICB-mandated Association complaint procedure **for handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:**

**A. Definitions.** Unless otherwise defined in this Resolution, the words, terms and phrases used in this Resolution shall have the same meaning as defined in the CICB regulations and/or in the Association's recorded covenants.

**B. Complaint Form.** If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board of Directors ("Board") or the Association's management agent ("Managing Agent") is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their question, concern or issues to the Managing Agent or the Board without using the attached form.

1. Complaint Form Instructions and Attachments. A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual's Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the "Complainant") knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association's governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available upon request from the Association by contacting Condo Management, Inc., P.O. Box 322, Nellysford, Virginia 22958, 434-325-1476, or lgilliam@mindspring.com.

**C. Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

By Mail: Board of Directors  
Timbers Condominium Unit Owners' Assn., Incorporated  
P.O. Box 322  
Nellysford, Virginia 22958

By Hand-Delivery: Board of Directors  
Timbers Condominium Unit Owners' Assn., Incorporated  
30 Gumtree Drive  
Wintergreen Resort, Virginia 22958

**D. Means of Providing Notices to Complainant.** All written acknowledgements or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgements and notices per Section H below.

**E. Acknowledgement of Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.

1. **Incomplete Complaint.** If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgement of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
2. **Forwarding to the Board.** If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgement of the receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.

**F. Formal Action – Consideration of Complaint by the Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.

1. Meeting at which Complaint will be Considered. Complaints will be considered by the Board at a regular or special Board meeting held within 90 days from the date on which the Complaint was forwarded to the Board for consideration.
2. Notice to the Complainant. At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgement of receipt referenced in Section D above.
3. Board’s Decision on Complaint. The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association’s governing documents. The Board’s decision at the meeting shall fall into one of the following two categories:
  - (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if needed, to make a written request for additional information from the applicable party(s), specifying the deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
  - (b) A *final determination* on the Complaint, indicating whether the Complainant’s requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board’s rendered decision is final.

**G. Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide

the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:

1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).

**H. Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgements and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.

**I. Resale Disclosure Packet.** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued resale certificates.



EXHIBIT A

(POLICY RESOLUTION NO. 2, "ASSOCIATION COMPLAINT PROCEDURES")

Mailing: Board of Directors  
Timbers Condominium Unit Owners' Assn., Incorporated  
P.O. Box 74  
Nellysford, Virginia 22958

Hand Delivery: Board of Directors  
Timbers Condominium Unit Owners' Assn., Incorporated  
30 Gumtree Drive  
Wintergreen Resort, Virginia 22958

Phone: 434-325-1476

**ASSOCIATION COMPLAINT FORM**  
**(for Complaints Against Association, Board or Managing Agent)**

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of the Timbers Condominium Unit Owners' Assn., Incorporated (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or Managing Agent inconsistent with applicable laws and regulations.

1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

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2. Sign, date and print your name and address below and submit this completed form to the Association at the above address.

Printed Name	Signature	Date
Mailing Address		
Lot/Unit Address		
Email Address	Phone Number	Contact Preference:
		Phone _____ Email _____
		Other _____

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Maryland Drive, Suite 400  
Richmond, Virginia 23233  
804-367-2941  
CICOmbudsman@dpor.virginia.gov

**TIMBERS CONDOMINIUM UNIT OWNERS' ASSN., INCORPORATED**  
**2018 COMBINED ANNUAL AND BOARD OF DIRECTORS MEETING**  
**Shamokin Room, Wintergreen Resort, Virginia**  
**Saturday, November 10, 2018; 1:00 p.m.**

**MINUTES**

**ANNUAL MEETING**

I. Vice President Todd Stitik called the luncheon meeting to order with seven owners in attendance. The following members of the Board of Directors, owners and management company representatives were present:

Todd Stitik, Secretary & Director  
Michael Scott, Assistant Treasurer & Director  
Stephen Iseley, Director  
Britney Rawlinson, Owner  
Lawrence & Linda Vera, Owners  
Remo Lotano, Owner  
Lynnda Gilliam, Condo Management, Inc.  
Ed Gilliam, Condo Management, Inc.

II. Verification that proof of notice of the meeting was served and that with members present and proxies received, a quorum was reached.

III. Reports:

A. Vice President – Owners who have old hot water heaters are encouraged by the Board of Directors to replace their units. Letters will be sent to owners whose hot water heaters are 12 years and older.

B. Treasurer:

(1) 2017 Audit Report – Arehart Associates, Ltd. completed the audit for 2017. Copies have been distributed to the Board and are available to any owner who is interested.

(2) 2018 Financial Status – Assistant Treasurer Michael Scott

reviewed the financial reports as of September 30, 2018. At that time there was \$49,958.70 in the Operating Checking Account; \$22,172.32 in the Special Operating Reserve; and \$145,457.90 in the Reserve Checking Account. Expenses YTD are in line with the budget.

(3) Accounts Receivable – There are no serious problems with Account Receivable at this time.

C. Real Estate Sales – Lynnda Gilliam reported that there were five real estate transactions since November 2017. Average prices were \$63,250 for a studio and \$113,200 for a loft.

D. Managing Agents:

(1) 2018 Operations:

(a) Insurance – Hanover Insurance indicated that they will renew the Association’s policy for 2019. The amount of the premium is not yet known. Mayo Insurance Agency has also put the insurance out to bid. There will be a new carrier for Directors & Officers coverage.

All projects related to the insurance claim of 11/11/17 have been completed. Owners were reimbursed for the difference between flooring allowances and amounts actually spent.

(b) Pest Control – Excessive rain has brought out ants. Dodson sprayed the exterior of the buildings a second time at their expense.

(c) Landscaping – The hemlocks were sprayed in 2018. The budget was reduced to help with additional expenses for the insurance premium.

(d) Repairs & Maintenance – There were leaks at Units

236, 220, 210 and 259 related to the recent heavy rains. Crawl spaces have been inspected and dehumidifiers have been serviced. The crawl spaces were found to be dry. Units are being checked on a regular basis. Heat will be adjusted this week.

(e) Building Improvements – Bollards ordered for the slopeside walkway have not yet been installed due to rain delays. Additional parts were ordered for repairs. All fixtures are now being outfitted with LED bulbs.

(2) 2018 Replacement Projects:

(a) Lighting – Three new fixtures post light fixtures were installed along the walkway leading to Lot C. The existing posts were painted black to match the new fixtures.

(b) Guardrails – Boards have been replaced in the guardrail at the Parking Circle.

(3) 2019 Operating and Reserve Budgets – The Board previously preliminarily approved budgets for 2019 with dues remaining at \$650/unit/quarter, which allows for \$12,000 to be contributed to the Reserve Fund. Reserve Fund projects include contracting for an update of the Reserve Study.

E. Document Review Committee – Chairman Mike Scott reported that there has been no response from Committee members regarding changes or corrections to the proposed revisions. Board members will be given another opportunity to review the documents prior to the spring meeting.

V. Election of 2019 Board of Directors – The following owners were elected to serve on the 2019 Board of Directors:

Richard Fuller	Unit 249
Robert Henley	Unit 204
David Lastra	Unit 225
Brittney Rawlinson	Unit 218

Michael Scott	Unit 223
Donald Spano	Unit 239
Todd Stitik	Unit 229

VI. Old Business:

A. Rewiring of Timbers I and II – Lynnda Gilliam reviewed the work that has been done regarding rewiring of Timbers I and II for television, internet and telephone services. Advance Telephone & Data, Inc. provided a sample of “media panel” which would need to be installed inside each unit to house the fiber optic termination point as well as the wireless ONT from Nelson Cable. Other options would be available for television services. Additional information will be gathered on this issue.

VII. Adjournment – There being no further business, the meeting was then adjourned.

**BOARD OF DIRECTORS MEETING**

I. A quorum was not reached for the Board of Directors Meeting. The meeting has been postponed until December 18, 2019. All owners will be notified of the postponement.

Submitted by: /s/ \_\_\_\_\_  
Todd Stitik, Secretary

**TIMBERS CONDOMINIUM UNIT OWNERS' ASSN., INCORPORATED**  
**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
**Office of Condo Management, Inc., 30 Gumtree Drive, Wintergreen Resort, Virginia**  
**Tuesday, December 18, 2018; 7:30 p.m.**

**MINUTES**

I. President Rick Fuller called the meeting to order. The following members of the Board of Directors and management company representatives were present:

Rick Fuller, President & Director  
Todd Stitik, Vice President, Secretary & Director  
Donald Spano, Treasurer & Director (via phone)  
Mike Scott, Assistant Treasurer & Director (via phone)  
Robert Henley, Director (via phone)  
David Lastra, Director (via phone)  
Brittany Rawlinson, Director (via phone)  
Lynnda Gilliam, Condo Management, Inc.

II. Verification of a Quorum – With members present and proxies received, it was verified that a quorum was reached.

III. Minutes – the Minutes of the Board of Directors Meeting held October 15, 2018 were approved, without reading.

IV. Review of Insurance Bids – A motion was adopted to approve the proposal from May Insurance Company to provide insurance through Nationwide Insurance for 2019. The application will be signed by Vice President/Secretary Todd Stitik.

V. Update on Rewiring Project for Timbers I and II – Additional information will be gathered for the spring meeting of the Board of Directors.

VI. Approval of 2019 Operating and Reserve Budgets – A motion was adopted to approve the amended budget, with revised amounts for insurance and cable expenses, a copy of

which is attached. The dues will remain at \$650/unit/quarter, which allows for \$19,348.71 to be contributed to the Reserve Fund.

VII. Election of 2019 Board of Directors Officers – The following officers were elected for 2019:

David Lastra	President
Todd Stitik	Vice President/Secretary
Donald Spano	Treasurer
Michael Scott	Assistant Treasurer

Appreciation was expressed to Rick Fuller for his many years of service as President of the Association.

VIII. Retainers – A motion was adopted whereby the following retainers were approved: Condo Management, Inc., Managing Agents; Arehart Associates, Ltd., Auditor; Chadwick, Washington, Moriarity, Elmore & Bunn, P.C., Attorneys-at-Law; and James Richards, Registered Agent.


IX. Schedule of 2019 Meetings:

May 4	10:00 a.m.	Board of Directors Meeting
October 8	7:30 p.m.	Telephone Conference Meeting of the Board of Directors
November 9	1:00 p.m.	2019 Combined Annual and Board of Directors Meeting

X. Association Document Review – Chairman Michael Scott requested again that members of the Board review the proposed revisions. A meeting of the Document Review Committee will be scheduled for January.

XI. Adjournment – There being no further business, the meeting was then adjourned. The next meeting of the Board of Directors will be held on Saturday, May 4, 2019.



Submitted by:  \_\_\_\_\_  
Todd Stitik, Secretary



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**Common Interest Community Board**  
**CONDOMINIUM UNIT OWNERS' ASSOCIATION RESALE CERTIFICATE NOTICE**

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany resale certificates issued pursuant to § 55-79.97 of the *Code of Virginia*.

The unit being purchased is in a development subject to the Virginia Condominium Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a unit within a condominium, membership in the condominium unit owners' association ("association") is mandatory and automatic. The Act also specifies the contents of the **resale certificate**, and fees that may be charged for preparation and distribution of the resale certificate.

In addition to information provided in the resale certificate, the following are important considerations when purchasing a condominium unit.

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### Assessments

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Each unit owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the units, reserves for future expenditures, the maintenance, repair, and replacement of the common elements, including for the construction or maintenance of stormwater management facilities, insurance, administrative expenses, and other costs and expenses established in the condominium instruments. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien against the unit, filing a lawsuit and obtaining judgment against the unit owner, foreclosing on the unit to enforce the lien, and other actions permitted by the condominium instruments and the Act.

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### Declaration and Other Condominium instruments

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The condominium instruments include the declaration and exhibits – bylaws of the unit owners' association, common element interest table, plats and plans, and other exhibits ("condominium instruments"). The condominium instruments and other information provided with the resale certificate establish the condominium and describe the basis for living in a condominium. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the condominium instruments, rules and regulations, and association policies.

Unit owners have the responsibility, among other things, to comply with condominium instruments, rules and regulations, and association policies that outline what unit owners may and may not do in their units and on the common elements. Use of common elements, financial obligations of unit owners and other rights, responsibilities and benefits associated with ownership are subject to the provisions of condominium

instruments, rules and regulations, and association policies. Some decisions are made by the association executive organ (often called the board of directors), while other decisions are reserved to association members. Failure to comply with the condominium instruments, rules and regulations, and association policies may result in monetary penalties, suspension of certain privileges, and legal action taken against the unit owner.

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## Limitations

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The condominium instruments, rules and regulations, and association policies may establish limitations affecting use of individual units and the common elements. While the limitations applicable to each condominium may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The condominium instruments, rules and regulations, and association policies may establish:

- Limitations on the authority of a unit owner to rent the unit.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets within a unit or on common elements.
- Limitations on operating a business within a unit.
- Architectural restrictions on changes to units.
- The period or length of time that the declarant (developer) may control membership on the executive organ, make decisions on behalf of the association, and therefore operate the association. This period is often referred to as the *declarant control period*. At the conclusion of the declarant control period, control of the association is transferred to the members.

**This list does not represent all limitations that may affect units within the common interest community.**

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## Important Notice for Purchasers

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**The contract to purchase a condominium unit is a legally binding document. The purchaser may have the right to cancel the contract after receiving the resale certificate.**

Information provided in this form is a summary of select matters to consider when purchasing a condominium unit but should not be relied upon to understand the character and nature of the condominium and the unit owners' association.

**The purchaser is responsible for examining the information contained in and provided with the resale certificate. The purchaser shall carefully review the entire resale certificate. The purchaser may request an update of the resale certificate.**

***The contents of the resale certificate control to the extent that there are any inconsistencies between this form and the resale certificate.***

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The Resale Certificate must include the following:

- 1  An appropriate statement regarding unpaid assessments pursuant to subsection H of § 55-79.84 which need not be notarized and, if applicable, an appropriate statement regarding rights of first refusal or other restraints on alienation pursuant to § 55-79.85;
- 2  A statement of any expenditure of funds approved by the unit owners' association or the executive organ that shall require an assessment in addition to the regular assessment during the current or the immediately succeeding fiscal year;
- 3  A statement, including the amount, of all assessments and any other fees or charges currently imposed by the unit owners' association, together with any known post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition and maintenance of the condominium unit and the use of the common elements, and the status of the account;
- 4  A statement whether there is any other entity or facility to which the unit owner may be liable for fees or other charges;
- 5  The current reserve study report or a summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund designated for any specified project by the executive organ;
- 6  A copy of the unit owners' association's current budget or a summary thereof prepared by the unit owners' association and a copy of the statement of its financial position (balance sheet) for the last fiscal year for which a statement is available, including a statement of the balance due of any outstanding loans of the unit owners' association;
- 7  A statement of the nature and status of any pending suits or unpaid judgments to which the unit owners' association is a party which either could or would have a material impact on the unit owners' association or the unit owners or that relates to the unit being purchased;
- 8  A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association, including the fidelity bond maintained by the unit owners' association, and what additional insurance coverage would normally be secured by each individual unit owner;
- 9  A statement that any improvements or alterations made to the unit, or the assigned limited common elements, are or are not in violation of the condominium instruments;
- 10  A copy of the current bylaws, rules and regulations and architectural guidelines adopted by the unit owners' association and the amendments thereto;
- 11  A statement of whether the condominium or any portion thereof is located within a development subject to the Property Owners' Association Act (§ 55-508 et seq.) of Chapter 26 of this title;
- 12  A copy of the notice given to the unit owner by the unit owners' association of any current or pending rule or architectural violation;
- 13  A copy of any approved minutes of the executive organ and unit owners' association meetings for the six calendar months preceding the request for the resale certificate;
- 14  Certification that the unit owners' association has filed with the Common Interest Community Board the annual report required by § 55-79.93:1; which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such

filing;

- 15  A statement of any limitation on the number of persons who may occupy a unit as a dwelling;
- 16  A statement setting forth any restrictions, limitation or prohibition on the right of a unit owner to display the flag of the United States, including, but not limited to reasonable restrictions as to the size, time, place, and manner of placement or display of such flag;
- 17  A statement setting forth any restriction, limitation, or prohibition on the right of a unit owner to install or use solar energy collection devices on the unit owner's property;
- 18  A statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies;
- 19  A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350; and
- 20  The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.