

ASSOCIATION DISCLOSURE PACKET NOTICE

Note to prospective purchasers: The lot you are considering purchasing is in a development which is subject to the provisions of the Virginia Property Owners' Association Act. Living in a community association carries with it certain rights, responsibilities and benefits.

Some of the benefits include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. In order to finance the operation of the community, each owner is responsible for and obligated to pay regular assessments, and if necessary, special assessments to ensure that the financial requirements are met. Failure to pay any of these assessments may result in a lien being placed on your property.

The use of common areas, financial obligations of lot owners' and other information concerning the rights, responsibilities and benefits resulting from the purchase of a lot in this common interest community are subject to the provisions of governing documents that typically include a declaration, bylaws, articles of incorporation and rules and regulations. These documents play an important role in association living and should be reviewed carefully prior to your purchase.

Some decisions of your association will be made by the board of directors, while others will be made by a vote of all association members, made up of the other lot owners in your development. You will be bound by all decisions of the association and the board of directors. The documents cited above contain information concerning the selection of members of the board of directors, meetings, voting requirements, and other important information you should become familiar with. **REMEMBER:** Failure to comply with the governing documents of your association can result in legal action being taken against you.

You may wish to become active in your association, either by running for the board of directors or by serving on a committee. Your involvement is important, as you will be bound by all decisions of the association and the board of directors.

The name of your association is:

Wintergreen Property Owners Association, Inc.

Lot number and address:

Timbers Condo Unit 232

Assessments and/or Mandatory Fees you are responsible for:

Assessments:

per Annual

Special assessments:

Other entity or facility:

Other fees:

Failure to pay any of the above Assessments and/or mandatory Fees may result in nonjudicial foreclosure on your property or the following:

ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKET PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY. A LIST OF THOSE DOCUMENTS YOU ARE ENTITLED TO RECEIVE IN ACCORDANCE WITH THE PROPERTY OWNERS' ASSOCIATION ACT IS PRINTED ON THE BACK OF THIS NOTICE.

Recipient Name (print):

Recipient signature:

Date:

The following is a list of documents you are entitled to receive in accordance with the Property Owners' Association Act.

- + the name of your association, and if incorporated, the state of incorporation and the name and address of the registered agent;
- + a statement of any approved expenditures that shall require an additional assessment during the current year or the immediately succeeding fiscal year;
- + a statement of all assessments and other mandatory fees currently imposed by the association;
- + a statement whether there is any other entity or facility to which the lot owner may be liable for fees or charges;
- + 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 allocated by the board for a specified project;
- + a copy of the association's current budget (or a summary thereof) and a copy of its statement of income and expenses or financial condition for the last fiscal year available, including a statement of the balance due of any outstanding loans of the association;
- + a statement of the nature and status of any pending suit or unpaid judgment to which the association is a party which either could or would have a material impact on the association or which relates to the lot being purchased;
- + a statement setting forth what insurance coverage is provided for all lot owners by the association, including any fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- + a statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto by the prior lot owner, are not in violation of any of the instruments referred to in this disclosure notice;
- + a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- + a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including, but not limited to reasonable restrictions as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- + a copy of the current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- + a copy of notice given to the lot owner by the association of any current or pending rule or architectural violation;
- + a copy of any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- + a copy of the fully completed one-page cover sheet developed by the Common Interest Community Board pursuant to § 54.1-2350; and
- + certification; if applicable, that the association has filed with the Common Interest Community Board the annual report required by §55-516.1 of the Code of Virginia; which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing.

Wintergreen Property Owners Association, Inc.
Association Disclosure Packet

Property Description: Timbers Condo Unit 232

Preparation Date: Aug. 14, 2019.

1. Name: Wintergreen Property Owners Association, Inc.

State of Incorporation: Virginia

Registered Agent: Robert C. Goad III.
330 S. Main Street
P.O. Box 428
Amherst, Va. 24521

2. Approved Capital Expenditure Requiring any Special Assessment:

As of the date hereof, no expenditure of funds has been approved by the Board of Directors that will require any special assessment in addition to the regular assessment during the current year, or the immediately succeeding fiscal year.

3. The assessments currently imposed by the Association applicable to the property being purchased are (circle one) \$1172/\$1766 for the calendar year **2019**. There is no other post closing fee charged by the Association relating to entering upon and using the parking areas, streets, open spaces, paths and certain other facilities appertaining to such property described in the Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association and Wintergreen, a Virginia Limited Partnership, as amended. The status of account for this property is (circle one) current/delinquent in the amount of \$ 1766.00.

4. The owner of this property may also be liable to the following for fees or charges (mark all that apply):

X Nelson County Service Authority- Water and/or Sewer fees.

 Aqua Wintergreen Valley Utility Company Inc.- Water and/or Sewer fees.

X Timbers Condo Unit Owners Association.

X Nelson/Augusta County – Real Estate Taxes.

5. The Association has established reserve funds as follows: Road Replacement Wintergreen Drive & Asphalt- \$1,095,227.42 as of 12/30/2018, Snow/Storm- \$205,488.46 as of 12/30/2018. Capital Equipment- \$154,520.49 as of 12/30/2018. A copy of a summary of the road reserve study is attached as part of the annual audit.
6. A copy of a summary of the budget for the current year and a copy of the most recent annual audit is attached.
7. There is no pending suit or unpaid judgement to which the Association is a party which either could or would have a material impact on the Association or its members or which relates to the property being purchased except: None

- 8.A The Association has the following insurance coverage:

General Liability- \$2,000,000- Cincinnati Insurance Company
Auto Coverage- \$1,000,000- Cincinnati Insurance Company

Umbrella- \$2,000,000- Cincinnati Insurance Company
Officers and Directors- \$5,000,000- Cincinnati Insurance Company
Workmen's Compensation- Cincinnati Insurance Company
Commercial Property Blanket- \$6,125,000- Cincinnati Insurance Company
Police Liability- \$3,000,000- Scottsdale Insurance Company
The Fidelity Bond/Employee Dishonesty- \$1,000,000- Cincinnati Insurance Company
Employee Benefit Liability- \$1,000,000- Cincinnati Insurance Company

- 8.B Normally, unimproved lots are not required to carry additional insurance. Homes should be covered by a "homeowner's" policy. A condominium unit should be covered by a condominium unit owner's or rental policy.
9. There **(circle one) HAS/HAS NOT** been any improvement or alteration to the above described property that is in violation of any of the instruments described in paragraph 12 below.
10. Paragraph 5 of Part I of the Wintergreen General Covenants provides that "No signs shall be erected or maintained on any property...except with the written permission of the Company [The Wintergreen Property owners Association, Inc. by subsequent assignment of right]". Residential property identification and like signs are permitted provided the total area of such signs does not exceed one sq.ft.
11. There are no written instructions, limitations or prohibitions on the right of a lot owner to display any flag on the owner's lot. The installation of a flagpole structure to display a flag is subject to Part I, Paragraph 2 of the Wintergreen General Covenants which provide that "No building, fence, or other structure shall be erected..." until after the proposed plans have been submitted to and approved by the Company. For the purpose of this section all properties except for certain properties owned by the High Country Associates and the Donovan Foundation, the "Company" shall mean the Wintergreen Property Owners Association, Inc.
12. There are no restrictions, limitations or prohibitions on the right of a lot owner to install or use solar energy except for the requirement in Part I, Paragraph 2 of the Wintergreen General Covenants which provide that "No building, fence or other structure shall be erected..." until after the proposed plans have been submitted to and approved by the Company.
13. A copy of the current Declaration of Covenants and Restrictions applicable to the property, a copy of the Articles of Incorporation and By-Laws of the Association, a copy of the sign policy and a copy of the Architectural Review Board guidelines titled "Your Home at Wintergreen" are attached hereto.
14. Attached is a copy of the approved minutes of the Board of Directors meetings and any association meetings for six calendar months preceding the request for the disclosure packet.
15. There **(circle one) HAS/HAS NOT** been any notice to the lot owner by the Association of any current or pending rule or architectural violation. If there has been a notice provided, a copy of this notice is attached.
16. A copy of the cover sheet developed by the Common Interest Community Board is attached.
17. The Association hereby certifies that it has filed with the Common Interest Community Board the annual report required by §55-516.1 and has received from the Common Interest Community Board filing number 0550 001777. This certificate will expire on 12/31/2019.
18. There are no known project approvals currently in effect issued by secondary market agencies.

RECEIPT

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE CONTRACT DISCLOSURE STATEMENT REQUIRED TO BE PROVIDED UNDER THE VIRGINIA PROPERTY OWNERS ASSOCIATION ACT (§55-509.4 CODE OF VIRGINIA) FOR THE PURCHASE OF THE PROPERTY DESCRIBED BELOW:

PROPERTY: _____

DATE DISCLOSURE PROVIDED: _____

PURCHASER

PLEASE RETURN RECEIPT TO:

**WPOA
88 WINTERGREEN DRIVE
WINTERGREEN RESORT, VA. 22967**

Post Office Box 29570
Richmond, Virginia 23242-0570
(804) 367-8510
cic@dpor.virginia.gov
www.dpor.virginia.gov

**Common Interest Community Board
PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE**

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany disclosure packets issued pursuant to § 55-509.5 of the *Code of Virginia*.

The lot being purchased is in a development subject to the Virginia Property Owners' Association 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 lot within a community governed by a common interest community association, membership in the property owners' association ("association") is mandatory and automatic. The Act specifies the contents of the **disclosure packet**, and fees that may be charged for preparation and distribution of the disclosure packet.

In addition to information provided in the disclosure packet, the following are important considerations when purchasing a lot in a community governed by an association.

Assessments

Each 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 lots, reserves for future expenditures, the maintenance, repair, and replacement of the common area, including for the construction or maintenance of stormwater management facilities, insurance, administrative expenses, and other costs and expenses established in the governing documents. 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, filing a lawsuit and obtaining judgment against the lot owner, foreclosing on the lot to enforce the lien, and other actions permitted by the governing documents and the Act.

Declaration and Other Governing Documents

Governing documents typically include a declaration, plats, articles of incorporation, bylaws, rules and regulations, and architectural standards or guidelines ("governing documents"). The governing documents, association policies, and other information contained in the disclosure packet describe the basis for living in a community governed by a common interest community association. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the governing documents, and association policies.

Owners have the responsibility, among other things, to comply with the restrictive covenants and association policies that outline what owners may and may not do on lots and common area. Use of common area, financial obligations of owners and other rights, responsibilities and benefits associated with ownership in a common interest community are subject to the provisions of governing documents and association policies. Some decisions are made by the association board of directors, while other decisions

are reserved to a vote of association members. Failure to comply with the governing documents and association policies may result in monetary penalties, a lien against the lot, suspension of certain privileges, and legal action against the lot owner.

Limitations

The governing documents and association policies may establish limitations affecting use of individual lots and the common area. While the limitations applicable to each association may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The governing documents and association policies may establish:

- Limitations on an owner's ability to rent the lot.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets on a lot or in common areas.
- Limitations on operation of a business within a dwelling unit on a lot.
- Architectural restrictions applicable to an owner's lot.
- The period or length of time that the declarant (developer) may control membership on the board, 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 lots within the common interest community.

Important Notice for Purchasers

The contract to purchase a lot within a community governed by a common interest community association is a legally binding document. The purchaser may have the right to cancel the contract after receiving the disclosure packet.

Information provided in this form is a summary of select matters to consider when purchasing a lot in a community governed by a common interest community association but should not be relied upon exclusively to understand the character and nature of the community and association.

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

The contents of the disclosure packet control to the extent that there are any inconsistencies between this form and the disclosure packet.

The Disclosure Packet must include the following:

- 1 ☐ Association name, and if incorporated, the state of incorporation and the name and address of its registered agent in Virginia;
- 2 ☐ A statement of any expenditures of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
- 3 ☐ A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account;
- 4 ☐ A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;
- 5 ☐ The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- 6 ☐ A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
- 7 ☐ A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- 8 ☐ A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- 9 ☐ A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are or are not in violation of any of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;
- 10 ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- 11 ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- 12 ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- 13 ☐ The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- 14 ☐ Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- 15 ☐ The notice given to the lot owner by the association of any current or pending rule or

architectural violation;

- 16 ☐ A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350;
- 17 ☐ Certification that the association has filed with the Common Interest Community Board the annual report required by §55-516.1, which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing;
- 18 ☐ A statement indicating any known project approvals currently in effect by secondary mortgage market agencies; and
- 19 ☐ 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.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC. OPERATING BUDGET SUMMARY 2016-2019

INCOME *BOOKED	<u>2016</u> <u>ACTUALS</u>	<u>2017</u> <u>ACTUALS</u>	<u>2018</u> <u>BUDGET</u>	<u>2019</u> <u>PROPOSED</u>
Assessments *Booked	5,875,133	6,050,153	6,139,355	6,287,376
WP LLC Amenity Fee Structure	302,606	301,304	250,000	250,000
OTHER- *Late Penalty, ARB, Disclosure, Int.	74,530	64,073	48,125	40,967
Landscaping Department	84,599	57,090	59,007	61,322
Cell Tower Leases	74,585	73,260	71,400	71,400
From Reserve	155,100	61,128		
<u>TOTAL INCOME</u>	6,566,553	6,607,008	6,567,887	6,711,065
OUTLAYS				
Police Includes Capital	1,117,149	1,150,929	1,230,386	1,227,619
Fixed & DEBT Services-Facilities Repair/Replace	406,887	431,469	426,340	439,340
General & Administrative/Custodial	712,232	697,999	594,244	608,007
Architectural Review Board	89,073	83,313	84,298	70,025
ROADS include Small Equip. & 2019 Asphalt Profile	2,360,645	2,319,064	2,241,935	2,275,899
Public Areas- Pools: Rodes Farm & Chestnut Springs	145,555	129,656	138,978	138,978
Landscaping Department	82,586	57,476	59,007	61,322
ES Bldgs. Mt. Station I & Valley Station II	39,346	36,337	52,437	52,437
Fire Dept. Operations Contribution	44,000	44,000	40,000	55,000
Fire & Rescue Personnel	1,241,451	1,302,730	1,370,077	1,442,359
Rescue Dept. Operations Contribution	40,000	40,000	40,000	50,000
<u>TOTAL OUTLAYS</u>	6,278,924	6,292,971	6,277,702	6,420,986
CONTINGENCY				
Capital Equipment	40,000	40,000	40,000	40,000
Gypsy Moth/Management/Trails	20,000	6,200	20,000	20,000
Legal Contingency/Management	18,000	18,810	20,000	20,000
Snow & Storm				
RESERVES				
Wintergreen Drive & Asphalt Roads	200,000	200,000	210,000	210,000
<u>TOTAL CONTINGENCY & RESERVES</u>	278,000	265,010	290,000	290,000
TOTAL OUTLAYS & RESERVE FUNDING	6,556,924	6,557,981	6,567,702	6,710,986
NET FOR YEAR	9,629	49,026	185	79

2019 ASSESSMENT INCREASE OF \$35 BASED ON IMPROVED RATE. NEW 2019 IMPROVED \$1766.00

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC. BALANCE SHEET SUMMARY 2014-2017

ASSETS	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>CURRENT ASSETS</u>				
Cash & Temporary Cash	2,458,958	2,761,289	2,873,062	2,974,698
Accounts Receivable	196,719	130,282	179,502	209,223
Prepaid Expenses	17,243	15,954	3,188	3,483
Deferred income tax benefit	11,905	5,164	5,164	5,164
TOTAL CURRENT ASSETS	2,684,825	2,912,689	3,060,916	3,192,568
<u>LAND, BUILDINGS & EQUIPMENT</u>				
Land & Improvements	4,483,277	4,622,059	5,209,544	5,445,418
Buildings & Improvements	3,103,246	3,593,755	3,569,112	3,569,112
Vehicles & Equipment	2,785,873	2,820,579	2,898,177	3,118,020
Furniture & Equipment	44,017	46,777	46,777	46,777
(Accumulated Depreciation)	(4,900,892)	(5,064,108)	(5,336,988)	(5,626,328)
NET (Land, Buildings & Equipment)	5,515,521	6,019,062	6,386,622	6,552,999
<u>OTHER ASSETS</u>				
Accounts Receivable (Assessments)	61,832	48,702	79,207	81,296
TOTAL OTHER ASSETS	61,832	48,702	79,207	81,296
<u>TOTAL ASSETS</u>	<u>8,262,178</u>	<u>8,980,453</u>	<u>9,526,744</u>	<u>9,826,863</u>
LIABILITIES AND FUND BALANCE				
<u>CURRENT LIABILITIES</u>				
Notes Payable within one year	160,323	165,694	203,048	1,232,823
Accounts Payable	0	18,022	9,172	0
Accrued Expenses	7,820	25,251	56,774	60,116
Assessments Received in Advance	1,502,207	1,575,859	1,671,625	1,625,175
Deferred property lease income	22,000	9,167	0	0
TOTAL CURRENT LIABILITIES	1,692,350	1,793,993	1,940,618	2,918,114
<u>LONG-TERM LIABILITIES</u>				
Notes Payable after one year	1,548,602	1,349,888	1,386,891	152,381
Due to Wintergreen Volunteer Rescue Squad		324,325	307,659	290,993
TOTAL LONG-TERM LIABILITIES	1,548,602	1,674,213	1,694,550	443,374
<u>TOTAL LIABILITIES</u>	<u>3,240,952</u>	<u>3,468,206</u>	<u>3,635,168</u>	<u>3,361,488</u>
<u>FUND BALANCE</u>				
Replacement		477,267	677,924	878,784
Operations		5,034,980	5,213,652	5,586,591
Total Fund Balance		5,512,247	5,891,576	6,465,375
TOTAL LIABILITIES & FUND BALANCE	<u>8,262,178</u>	<u>8,980,453</u>	<u>9,526,744</u>	<u>9,826,863</u>

2019 ASSESSMENT INCREASE OF \$35 BASED ON IMPROVED RATE. NEW 2019 IMPROVED \$1766.00

**WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
ROSELAND, VA**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEARS ENDED DECEMBER 31, 2017 AND 2016

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
ROSELAND, VA

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Wintergreen Property Owners Association, Inc.
Roseland, VA

We have audited the accompanying financial statements of Wintergreen Property Owners Association, Inc. (a nonprofit organization), which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of revenues, expenses and changes in fund balances and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Wintergreen Property Owners Association, Inc., as of December 31, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Disclaimer of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the information on future major repairs and replacements be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operations, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Monjalone & Garvin, P.C.

June 8, 2018

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

BALANCE SHEETS

DECEMBER 31, 2017 AND 2016

ASSETS

	2017	2016
CURRENT ASSETS		
Cash	\$ 2,974,698	\$ 2,873,062
Accounts receivable, assessments	39,663	32,692
Accounts receivable, other	169,560	146,810
Prepaid expenses	3,483	3,188
Deferred income tax benefit	<u>5,164</u>	<u>5,164</u>
Total Current Assets	<u>3,192,568</u>	<u>3,060,916</u>
LAND, BUILDINGS AND EQUIPMENT		
Land and improvements	5,445,418	5,209,544
Buildings and improvements	3,569,112	3,569,112
Vehicles	1,890,504	1,815,577
Equipment	1,227,516	1,082,600
Furniture and fixtures	<u>46,777</u>	<u>46,777</u>
Total	12,179,327	11,723,610
Less: Accumulated Depreciation	<u>5,626,328</u>	<u>5,336,988</u>
Net Land, Buildings and Equipment	<u>6,552,999</u>	<u>6,386,622</u>
OTHER ASSETS		
Accounts receivable, assessments (net of allowance for doubtful assessments of \$30,292 for 2017 and \$20,616 for 2016)	<u>81,296</u>	<u>79,207</u>
Total Other Assets	<u>81,296</u>	<u>79,207</u>
TOTAL ASSETS	<u>\$ 9,826,863</u>	<u>\$ 9,526,744</u>

See Accompanying Notes

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

BALANCE SHEETS

DECEMBER 31, 2017 AND 2016

LIABILITIES AND FUND BALANCE

	2017	2016
CURRENT LIABILITIES		
Notes payable within one year	\$ 1,232,823	\$ 203,048
Accounts payable	-	9,172
Accrued expenses	60,116	56,774
Assessments received in advance	<u>1,625,175</u>	<u>1,671,625</u>
Total Current Liabilities	<u>2,918,114</u>	<u>1,940,618</u>
LONG-TERM LIABILITIES		
Notes payable after one year	152,381	1,386,891
Due to Wintergreen Volunteer Rescue Squad	<u>290,993</u>	<u>307,659</u>
Total Long-Term Liabilities	<u>443,374</u>	<u>1,694,550</u>
Total Liabilities	<u>3,361,488</u>	<u>3,635,168</u>
FUND BALANCE		
Replacement	878,784	677,924
Operations	<u>5,586,591</u>	<u>5,213,652</u>
Total Fund Balance	<u>6,465,375</u>	<u>5,891,576</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>\$ 9,826,863</u>	<u>\$ 9,526,744</u>

See Accompanying Notes

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
STATEMENTS OF REVENUES, EXPENSES AND
CHANGES IN FUND BALANCES
YEARS ENDED DECEMBER 31, 2017 AND 2016

	2017	2016
REVENUES		
Owner assessments	\$ 6,351,457	\$ 6,181,381
Investment earnings	3,154	3,605
Miscellaneous income	129,032	186,215
Nelson County income	663,673	652,228
Landscape income	57,065	82,116
School building lease income	-	9,167
Architectural review board income	12,550	18,784
Tuckahoe income	14,018	9,533
Gain on sale of assets	<u>71,890</u>	<u>22,600</u>
Total Revenues	<u>7,302,839</u>	<u>7,165,629</u>
EXPENSES		
Road maintenance	467,090	510,496
Common property maintenance	115,669	133,589
Maintenance department	1,090,875	1,276,507
Police department	1,116,478	1,089,985
Fire department and rescue squad	1,370,064	1,313,247
Emergency service buildings	36,337	42,322
General and administrative	1,063,330	1,003,954
Architectural review board expenses	86,538	92,155
Amortization and depreciation	655,189	585,446
Landscape expenses	63,798	86,370
Nelson County expenses	<u>663,673</u>	<u>652,228</u>
Total Expenses	<u>6,729,040</u>	<u>6,786,299</u>
EXCESS OF REVENUES OVER EXPENSES	<u>573,799</u>	<u>379,330</u>
BEGINNING FUND BALANCE	<u>5,891,576</u>	<u>5,512,246</u>
ENDING FUND BALANCE	<u><u>\$ 6,465,375</u></u>	<u><u>\$ 5,891,576</u></u>

See Accompanying Notes

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2017 AND 2016

CASH FLOWS FROM OPERATING ACTIVITIES	2017	2016
Change in fund balances	<u>\$ 573,799</u>	<u>\$ 379,330</u>
Adjustments to reconcile change in fund balance over expenses to net cash provided by operating activities:		
Depreciation	659,905	590,162
Gain on assets sold	(71,890)	(22,600)
Abandonment loss	2,129	-
Deferred property lease income	-	(9,167)
(Increase) Decrease in assets:		
Member assessments receivable	(29,722)	(49,220)
Other receivables	(2,090)	(30,504)
Prepaid expenses	(297)	12,766
Increase (Decrease) in liabilities:		
Accounts payable	(9,171)	(8,851)
Accrued expenses	3,344	31,523
Assessments received in advance	<u>(46,450)</u>	<u>95,766</u>
Total Adjustments	<u>505,758</u>	<u>609,875</u>
Net Cash Provided By Operating Activities	<u>1,079,557</u>	<u>989,205</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(828,410)	(688,893)
Proceeds from sale of equipment	<u>71,890</u>	<u>22,600</u>
Net Cash Used In Investing Activities	<u>(756,520)</u>	<u>(666,293)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Curtailment of notes payable	<u>(221,401)</u>	<u>(211,139)</u>
Net Cash Used In Financing Activities	<u>\$ (221,401)</u>	<u>\$ (211,139)</u>

See Accompanying Notes

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2017 AND 2016

	2017	2016
NET INCREASE IN CASH	\$ 101,636	\$ 111,773
CASH AT BEGINNING OF YEAR	<u>2,873,062</u>	<u>2,761,289</u>
CASH AT END OF YEAR	<u><u>\$ 2,974,698</u></u>	<u><u>\$ 2,873,062</u></u>
SUPPLEMENTAL CASH FLOW DATA		
Interest paid	<u><u>\$ 53,168</u></u>	<u><u>\$ 56,815</u></u>
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Purchase of five vehicles	\$ -	\$ 268,830
Loan proceeds	-	(268,830)

See Accompanying Notes

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

NOTES TO FINANCIAL STATEMENTS

NATURE OF ACTIVITIES

Wintergreen Property Owners Association, Inc. (Association) was formed in September 1973 as a not-for-profit corporation for purposes of maintaining common properties and providing services to the residential community located in Nelson and Augusta counties, Virginia, known as Wintergreen. The affairs of the Association are managed by the Executive Director and board members who adopt and publish rules and regulations governing the use of common areas and facilities, and other properties and services under the control of the Association. The Association extends credit to its members, many of whom are residents of Virginia and the surrounding states.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Income Taxes

Homeowners' associations may be taxed either as homeowners' association under Section 528 or as regular corporation under Section 277. The election is made annually. As a regular corporation, the Association is taxed at regular federal and state rates. At this time, the Association is taxed as a homeowners' association. Exempt function income, which consists primarily of member assessments, is not taxable.

The provision for income taxes for each of the years presented is determined in accordance with FASB ASC 740, *Income Taxes*, which requires the recognition of deferred income taxes for differences between the basis of assets and liabilities for financial statements and income tax purposes. Deferred tax assets and liabilities represent the future tax consequences for those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Member Assessments - Accounts Receivable

Association members are subject to an annual assessment to provide funds for the Association's operating expenses and future major repairs and replacements. The Association's policy is to retain legal counsel to help in the collection of unit owners whose assessments are delinquent. Receivables are considered delinquent when amounts have not been received within 30 days of their due dates. Late payment fees are assessed on delinquent accounts. Receivables are written off when all collection efforts have been exhausted.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

NOTES TO FINANCIAL STATEMENTS

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-Continued

Fund Accounting

The Association's governing documents provide certain guidelines for governing its financial activities. To ensure observance of limitations and restrictions on the use of financial resources, the Association maintains its accounts using fund accounting. Financial resources are classified for accounting and reporting purposes in the following funds established according to their nature and purpose:

Operations Fund - This fund is used to account for financial resources available for the general operations of the Association.

Replacement Fund - This fund is used to accumulate financial resources designated for future major repairs and replacements.

Land, Buildings and Equipment

The Association capitalizes all property and equipment to which it has title or other evidence of ownership. According to the Association's governing documents, sixty percent (60%) of the votes cast must approve acquisitions and seventy-five percent (75%) must approve disposition of any common real property. Property and equipment acquired by the Association are recorded at cost and property contributed to the Association by the developer is recorded at its estimated fair market at the date of contribution.

By deed dated December 29, 1993, Wintergreen Development, Inc. conveyed 4,628 acres of open space to the Association. The land is recorded at the 1993 assessed value for 3,950 acres of this open space; which was valued at \$1,580,330 by the Nelson County tax assessor's office. The value of the remaining acreage has not been determined. The current land assessment is \$9,730,000.

On April 3, 2009, the Association purchased the Stoney Creek entranceway lot for \$711,943. The land was purchased at the appraised value.

On November 16, 2016, the Wintergreen Nature Foundation deeded a lot valued at \$51,600 and has been deemed open space for the community.

Depreciation

Capitalized common property is depreciated over its estimated useful life using the straight-line and double declining balance methods of depreciation. Depreciation expense for 2017 and 2016 was \$659,905 and \$590,162, respectively. Depreciation of \$4,716 and \$4,716 on equipment and vehicles used in landscaping operations is charged directly to landscaping expenditures. The remaining depreciation expense is charged to general and administrative expense each year.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

NOTES TO FINANCIAL STATEMENTS

UNAMORTIZED LOAN FEES

Unamortized loan fees consist of the unamortized balance of fees paid to a bank for obtaining building and equipment loan commitments. During 2009, the original loans were combined into one note with a loan fee of \$4,971. The loan fees are fully amortized. In 2011, additional loan costs of \$10,906 were incurred for loans to purchase multiple vehicles.

INSURED CASH BALANCES

The Association maintains its operating cash balances in one financial institution. The U.S. Federal Deposit Insurance Corporation insures up to \$250,000 per institution. As of December 31, 2017, the Association had no uninsured cash balances. Uninsured balances are approximately \$2,427,506 and \$2,414,726 at December 31, 2017 and 2016, respectively.

FUTURE MAJOR REPAIRS AND REPLACEMENTS

The Association's governing documents require funds to be accumulated for future major repairs and replacements. Accumulated funds are held in separate accounts and are generally not available for operating purposes. The funding was based on a study performed by licensed contractors to estimate the remaining useful lives and the replacement costs of the common property components.

The Association is funding major repairs and replacements over the estimated useful lives of the components based on the study's estimates of current replacement costs, considering amounts previously accumulated in the replacement fund. Actual expenditures, however, may vary from the estimated amounts and the variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet future needs. If additional funds are needed, however, the Association has the right, subject to member approval, to increase regular assessments or levy special assessments, or it may delay major repairs and replacements until funds are available.

TUCKAHOE INCOME

The 2017 Tuckahoe income amount of \$4,018 is being saved for future renovations. Since this renovation was a capital improvement, it is included on the balance sheets under the land, building and equipment category. The fundraising efforts for this improvement began during 2008 and is ongoing. Rental income of \$10,000 was received in 2017.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

NOTES TO FINANCIAL STATEMENTS

CASH RESERVES

The board of directors has designated certain funds be accumulated for future road replacements and other capital reserves. The road reserve is the only figure associated with the official reserve study. The other reserve accounts have been deemed necessary by the board and set aside for future use. This designated cash account is included in the cash account as shown on the balance sheets. Details are as follows:

	2017	2016
Designated for Roads		
Beginning balance	\$ 677,924	\$ 477,266
Transfers to this account	200,000	200,000
Interest earned	<u>860</u>	<u>658</u>
Ending balance	878,784	677,924
Snow/storm reserve	205,300	205,095
Capital equipment reserve	175,577	135,406
Other operating cash accounts	<u>1,715,037</u>	<u>1,854,637</u>
Total Cash	<u>\$ 2,974,698</u>	<u>\$ 2,873,062</u>

ACCOUNTS RECEIVABLE

Owner Assessments

The Association's policy is to pursue collection procedures including the placement of liens in homeowner properties for delinquent assessments. As of December 31, 2017, the Association has assessments outstanding from 2013 dues and subsequent years' assessments of \$30,292. For 2017, the board of directors and management created an allowance for all delinquent assessments in excess of sixty months. This allowance for doubtful assessments amounted to \$30,292 at December 31, 2017. The uncollected 2017 dues of \$39,663 are classified as current and the net uncollected dues from all prior years of \$111,588 are classified as an other non-current asset.

Other Receivables

Receivables from other sources (landscaping, amenity fees and miscellaneous) totaled \$169,560 and \$146,810 at December 31, 2017 and 2016.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS

LINE OF CREDIT

The Association has an unsecured line of credit arrangement with Wells Fargo in the amount of \$100,000 during 2017 and 2016. There is no outstanding balance as of December 31, 2017. Principal is due on demand. The line of credit is renewable on an annual basis.

ASSESSMENTS RECEIVED IN ADVANCE

\$1,625,175 was received during 2017 as payments on billings for dues assessed for 2018. \$1,671,625 was received during 2016 as payments on billings for the 2017 dues assessment.

NELSON COUNTY EMERGENCY MEDICAL SERVICES

The Association entered into an agreement on April 20, 2007, between the County of Nelson and several other local volunteer service providers to combine potential staff and resources. The Association will provide administrative services and will receive a monthly reimbursement.

DEFERRED SCHOOL PROPERTY LEASE

The Association purchased the Tuckahoe School property in Stoney Creek in 2006 for \$470,000, of which \$222,000 was a non-cash transaction to lease the property back to the seller for ten years. Rent income of \$22,000 was recorded in 2016. The property was recorded as an asset at its purchase price of \$470,000.

EMPLOYEE BENEFIT PLANS

Effective January 1, 2007, the Association adopted a 401k Safe Harbor plan. The Association contribution 5% in 2017 and 2016 of eligible employees' salaries. Contributions to the plan totaled \$150,500 and \$150,684 in 2017 and 2016, respectively.

SUBSEQUENT EVENTS

Management has evaluated events and transactions for potential recognition or disclosure through June 8, 2018, which is the date the financial statements were available to be issued.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

NOTES TO FINANCIAL STATEMENTS

RELATED PARTIES

Certain appointed members of the Association's Board of Directors are also officers and directors of Wintergreen Pacific, LLC. Membership dues, assessments and contributions from related parties consisted of the following:

	2017	2016
Wintergreen Pacific, LLC - Amenity fee	\$ 301,304	\$ 302,606
Wintergreen Pacific, LLC - Commercial assessments	331,044	321,342

Other related parties include the Wintergreen Nature Foundation, the Wintergreen Volunteer Fire Department, the Wintergreen Volunteer Rescue Squad and the Wintergreen Performing Arts, Inc. Certain officers of the Association's Board of Directors are also officers or board members for these organizations. The Association provides direct financial support and administrative control of the daily operations of the Fire Department and the Rescue Squad. The Board of Directors for the Wintergreen Volunteer Fire Department and the Wintergreen Volunteer Rescue squad are charged with the oversight responsibility for fire and rescue operations and capital fund raising activities. The Association does not provide any direct financial support for the Wintergreen Nature Foundation or the Wintergreen Performing Arts, Inc.

INCOME TAXES

The Association accounts for income taxes in accordance with SFAS(109). Due to temporary differences caused by depreciation, the Association's deferred income tax (assets) liabilities at December 31 are as follows:

	2017	2016
(Assets) Liabilities:		
Federal	\$ 3,641	\$ 3,641
State	<u>1,523</u>	<u>1,523</u>
Total Deferred Income Tax Liability (Benefit)	<u>\$ 5,164</u>	<u>\$ 5,164</u>

The components of the provision for income taxes for the years ended December 31 are as follows:

Deferred Expense (Benefit)		
Federal	\$ 4,981	\$ 4,981
State	<u>1,760</u>	<u>1,760</u>
Total Deferred Expense (Benefit)	<u>6,741</u>	<u>6,741</u>
Total Provision for Income Taxes	<u>\$ 6,741</u>	<u>\$ 6,741</u>

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS

NOTES PAYABLE

Long-Term Debt

	2017	2016
Note payable to Wells Fargo, secured by five vehicles. This note requires monthly payments of \$4,959, which are applied first to interest at 4.07% and then to principal.	\$ 189,532	\$ 240,207
Note payable to Wells Fargo, secured by five vehicles. This note requires monthly payments of \$4,743, which are applied first to interest at 6.05% and then to principal.	3,527	23,824
Note payable to Wells Fargo, secured by five vehicles. This note requires monthly payments of \$3,947, which are applied first to interest at 4.96% and then to principal.	15,625	60,982
Note payable to Wells Fargo, secured by the Community Office Building, Valley Safety Services Building, Tuckahoe School Building and Station I. This note requires monthly payments of \$11,144, which are applied first to interest at 3.65% and then to principal. Note was refinanced during 2013 and the maturity date is September 15, 2018.	<u>1,176,520</u>	<u>1,264,926</u>
Total	1,385,204	1,589,939
Less amounts included in current maturities	<u>1,232,823</u>	<u>203,048</u>
Total Long-Term Debt	<u><u>\$ 152,381</u></u>	<u><u>\$ 1,386,891</u></u>

Maturities of long-term debt during each of the next five years are as follows:

2018	\$ 1,248,448
2019	54,965
2020	57,244
2021	24,547
2022	<u>-</u>
	<u><u>\$ 1,385,204</u></u>

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS

DUE TO WINTERGREEN VOLUNTEER RESCUE SQUAD

The expansion of Station II was initiated in 2014 and completed in 2015. The expansion project represents a joint effort and supports the operations of both the Wintergreen Volunteer Rescue Squad and Fire Department. To help finance the expansion, the Rescue Squad borrowed \$250,000 from Nelson County. The Fire Department also contributed funds towards this project, along with WPOA.

According to the WPOA covenants, the Rescue Squad and Fire Department cannot own the land and buildings. The Station II expansion was carried onto the balance sheet of WPOA as an account called Due To Wintergreen Volunteer Rescue Squad. The annual WPOA donations to the Rescue Squad will effectively eliminates this transaction over a period of years.

SUPPLEMENTARY INFORMATION

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
SUPPLEMENTARY INFORMATION ON
FUTURE MAJOR REPAIRS AND REPLACEMENTS (UNAUDITED)

On January 31, 1997, the Board of Directors adopted a long-range plan which revises the Association's reserve for replacement costs policy. Beginning in 1997, The Association shall maintain reserve accounts for roadways. The long-range plan was developed from a study conducted by the Association's board of directors in 1996 to estimate the remaining useful lives and the replacement costs of the components of common property. Replacement costs were based on the estimated costs to repair or replace the common property components at the date of the study. Estimated current replacement costs have been revised as of November 26, 2005, to be \$120,000. As of August 2009, the annual replacement cost was approximated to be \$150,000. As of 2017, the annual replacement cost was revised to be \$200,000.

Component	Estimated Remaining Useful Life (Years)	Estimated Current	Designated
		Replacement Cost Per Year	
Roadways	5	\$200,000	2017 \$878,784

Wintergreen Property Owners Association Inc.

Minutes April 19, 2019 –1:30 PM Community Offices Building

Members Present:

Karen Asher
Joe Ely
Jim Wright
Larry Luessen
John Coy
Tom Steele
Rod Kessler

Telecommunicating

Mark Fischer

Not Present

John Claman

WPOA Staff

Jay Roberts
Theresa Harris

PO Observing

Bill Gatewood

1. The meeting was called to order at 1:31 PM by Jim Wright, President, WPOA.
 - a. Review Agenda-Approved
2. Larry Luessen moved to accept the minutes from the February 15, 2019 Meeting

Second: Joe Ely - Carried

3. John Coy gave the Treasurer's Report.

Our Accountant is working on the Audit for year-end 2018. The 2018 financials are much more "complicated" than prior years. Jay has been in close contact with their firm and the tax attorneys. Jay will report later.

The first quarter 2019 Budget ended with all line items within budget, even with the "surprise" 12" snow on March 22, 2019.

The 1st Quarter Amenity Fee was booked at \$136,885. This was \$17,505 more than last year's first quarter. (Annual AF Budget is \$250,000)

Fire and Rescue operational contributions have been made for 2019.

The 2019 Annual Assessment collection process is underway. We are starting with 116 outstanding accounts/owners. This is slightly higher than 2018. The owners that are still delinquent will receive letters, of the coming Memo of Liens, on May 1, 2019.

Summer paving and road work is beginning, and funds are budgeted.

We are moving our corporate banking needs from Wells Fargo to Union Bank and Trust (Atlantic Union Bank). After research and an excellent offer on interest and much lower checking fees, we are in the process of transferring our accounts to Union. This should be complete by the end of May.

4. Executive Directors Report – Jay Roberts

Today and tonight's weather forecast for severe storms and heavy rain could cause problems.

- Tree work and ditch work ongoing. Mowing began this week and will continue until late in the Fall. Heavy rain forecasted today could provide storm water challenges throughout the weekend and into next week.
- Winter/Spring Facility related projects include exterior work at Rodes Farm pool, plunge hiking trail, white fence SC entrance. Tuckahoe HVAC work, Tuckahoe parking lot lighting and SC entrance landscaping complete. SC entrance signage improvements in the works.
- Paving and surface treatment plans are being worked on for 2019. As previously indicated, we plan to complete approximately 30% of roads this year. An additional \$200K will be spent on asphalt overlay. Monocan Drive (from Napier Lane) to Rodes Valley and Shamokin Springs will receive pavement overlay. SC West to Black Walnut is being prepared for asphalt in 2019.
- ARB – Doreen Stapleton has taken Ed Gilliam's spot We are experience normal business levels and staff reorganization/job sharing is working out fine.
- Owner D-base should be up and running in the next week or two. Transition to office 365, Outlook and OneDrive (cloud) for file storage is complete. New email addresses use wtgpoa.org instead of wpoainc.org, wtgfireresq.org, Wintergreenpolice.org
- Napier suit resolved, Old Tree Cutting suit is ongoing
- Adipsy update will be covered in old business
- WPD still on track to move away from Alpha and use same law enforcement software platform used by NCSO (late in 2019 or early 2020)
- Assessment delinquencies normal/slightly higher than 2018.
- Cross utilizing staff, finding efficiencies and looking for ways to improve service - ongoing.
- 2018 audit is underway, should be complete before next meeting.
- Landscaping improvements across from Station 1 complete. Project to keep individuals from falling into the structure also complete.
- Additional space in Tuckahoe is a wonderful thing. Community use of that building continues to grow.

Update from Chief Curtis Sheets:

Notable for WFR – 4/19/19

- There was a House fire on Tyro. All off-duty staff with the exception of 2 (out of town) returned to work.
- Two large wildland fires in the County resulted in heavy involvement from Wintergreen. No structures lost. (good practice)
- Two new Attack Trucks arrived. Work continues to get them in service.

- Met with Congressman Rigglesman as well as representatives from VDOF to prep for NPS visit regarding exit to parkway.
- Met with NPS delegation, discussed various elements of proposal. Went nowhere. Denver is mad.
- There have been several meetings of the WFR Strategic planning committee led by Houston Sorrenson. Fruitful and meaningful.
- Arranged "touch a truck" with Nelson BOS and County Administration. Went very well.
- The new Augusta County Fire Chief and his staff have visited WFR to establish rapport.
- The career staff and some rescue volunteers have participated in peer counseling related to a run of very serious calls. There were three calls debriefed in one week. We can go a year without debriefing any calls.
- Staff did a nice job with a lady critically injured and entrapped after plunging 150' off the Parkway. She was cared for and extricated, hauled up, and then flown. Last I heard she's still alive.
- Ambulance 179 is back from engine rebuild. Due to the rising cost of ambulances, we're pushing them longer. This particular truck is 12 years old with 110k miles. We will keep it 3 more years.
- Provided patient care and communications services on the night of the Stoney Creek Shooting. Also provided Tornado Warning messages.
- Spent a little time at Clear Communications.
- Attended two LEPC meetings, as well as usual Nelson and Augusta meetings.
- Attended a funeral in NC.
- Other duties as assigned.

Update from Chief Dennis Russell

- Seven ski related crimes reported (two cleared with charges). Numbers down for 2018-19.
- Assisted NCSO and State Police on an Attempted Murder/Suicide investigation on Valentine's Day.
- Dealt with resource shortages due to illness and medical procedures in both law enforcement and dispatch.
- Purchased, equipped and deployed two new police vehicles with state-of-the-art radios that will enhance communications with other local public safety partners.
- Hired new police officer with over 20 years' experience with other law enforcement agencies.
- Deployed new cameras to include license plate capture cameras at the intersections of Rodes Farm and Rodes Valley and at the entrance to Stoney Creek on Monocan Drive. When fully operational these cameras will have remote viewing at the Gatehouse.
- DePop harvested seventy-three deer for Hunters for the Hungry.
- Migration complete from Network Solutions to Office 365.
- Exploratory committee formed to discuss implementing a Chaplains Program. (2019 Goal)
- Continued information and idea sharing with Wintergreen Rescue and Fire to include forming a Communications group to review dispatch protocols.
- Preparations for our on-site accreditation assessment in December. Will be our fourth Reaccreditation.
- Deployed Naloxone Nasal Spray (NARCAN) in the field for possible opioid related over doses.
- Continued leadership skill training for Command Staff.
- Continuous enhancement of interpersonal skills amongst all WPD members (soft skills).

ACP Update:

- Very quiet with construction delayed months, perhaps more than a year pending appeals, new cases, legislation, FERC re-hearings or new route EIS. My recent contact to ACP suggests they are considering other route options as back up should BRP permission get denied. We shall see...
- Trees are expected to remain on the ground until Dominion is permitted to remove them and start work. My discussions with pipeline opponents about the need for WPOA to remove trees remains unresolved and problematic.
- ACP settlement funds will be discussed during the committee update
- FERC legal update will be discussed during the committee update.
- Curtis Sheets had discussions with NPS, VA Fire and Congressman Rigglesman over BRP access, safety & environment concerns. There are approximate 300 feet from our property line to the B R Parkway.

Comments from Carolyn Elefant about tentative schedule:

- Moving forward will be a bit of a waiting game. The schedule will proceed as follows:
- FERC's Brief (not to exceed 26,000 words) due June 19, 2019,
- Brief of Atlantic Coast Pipeline (Intervenors for Respondent) (not to exceed 7,000 words) due June 26, 2019,
- Reply Briefs of Petitioners (including WPOA, FOW, Fairway) due July 10, 2019,
- Joint Appendix due July 17, 2019
- Final Briefs due July 24, 2019. Court Recess all of August.
- With this schedule, we are most likely looking at an oral argument date set for early fall 2019.

Carbon Credit Update:

From Chandler- All the plot work is done. We are trying to rectify property boundary issues. Seems to be some discrepancy between county and Wintergreen. We need to close this gap before the verifier is involved. We have begun to talk to some buyers about procurement of the Wintergreen volume.

4. Committee Reports and Updates

- a. Mr. Roberts gave the Carbon Credit Committee report. Forestry is here identifying plots. Jay is working work to make sure they are on WPOA property. See above.

- b. Tuckahoe Clubhouse Committee: Karen Asher – Several improvements in signs and new lights for the parking lot. Play area gates put back up. New picnic tables ordered.
 - c. Nomination Committee: Asher (Claman) no names for the ballot at this time.
 - d. Mr. Luessen gave the Nature Foundation Report: March 23, 2019 attended his first meeting. There is an endowment campaign beginning the goal is \$1 Million. Justice Co. not paying management fees to NF.
 - e. ACP Investment Committee: S&R, Public Safety accounts set up with Union, a great rate with fluidity. Committee work is complete at this time.
 - f. ACP Legal Committee/FERC Suit: The board saw the FERC filing as presented by our attorney Carolyn Elefant on our behalf, the filing is based mainly on public safety. We now wait for the court's decisions in the coming months. See Jays report above for schedule.
5. Mr. Wright called for the Resort Update. Rod and Mark stated after recovering from the post-Christmas lull, the winter ended pretty good. The rain from last summer is still affecting business. Easter weekend has the restaurants sold out, but not lodging. There are new menus and events scheduled for the summer. The Wintergarden pool project will be complete the end of May.
6. New Business:
- a. Micro trenching on the Mountain and Stoney creek will begin for the installation of fiber. VDOT does not allow along their section of Monocan Drive and the Entrance. One of the fiber vendors might install a small building in the Blackrock Compactor area near Tyro/Pedlars and lease ground space. All were in favor of this location. At the end of this project we will be TOP percentile area in the country for Internet. There was a Rural American grant of \$35 Million involved in this project being fast tracked. Stoney Creek work is near completion and by summers end the Mountain will be complete and ready for connection. 1 GB service is one of the choices.
7. Fox Run owners in Stoney Creek have been addressing the ARB about a home being built on that street. The owner/builder is in compliance with ARB guidelines and has to also meet the Health Departments requirements for septic service in a difficult area. ARB/WPOA have no control of State Health Department issues.
8. Old Business:

- a. ADIPSY: Jay has been meeting with owners surrounding the home on Saddleback Lane in Stoney Creek that was donated to this cause. Board gave Jay kudos for handling this well as it began as a hot button issue for some of the neighbors.
 - b. The ARB Vacancy was filled by Doreen Stapleton. Some of the other members would like to rotate off also. Jay will keep the board updated.
 - c. There was a discussion about the Alert Wintergreen System. Curtis Sheets will be writing an article about this system and its use in the WPOA May Newsletter.
9. Mr. Wright adjourned the meeting at 2:57 PM.

Next scheduled meetings:

June 21, 2019 1:30 PM

August 9, 2019 1:30 PM (Budget-no later) Election Year 2 Open Positions-Claman & Asher

November 9, 2019 9:00 AM Annual Meeting

Wintergreen Property Owners Association Inc.

Minutes February 15, 2019 –1:30 PM Community Offices Building

Members Present:

Karen Asher
Joe Ely
Jim Wright
Larry Luessen
John Claman
Tom Steele

Telecommunicating

Mark Fischer
John Coy

Not Present

Rod Kessler

WPOA Staff

Jay Roberts
Theresa Harris

PO Observing

Bill Gatewood

1. The meeting was called to order at 1:30 PM by Jim Wright, President, WPOA.
 - a. Review Agenda-Approved
2. Larry Luessen moved to accept the minutes from the Annual Meeting November 10, 2018.

Second: John Claman - Carried

Joe Ely moved to accept the minutes from the Board of Directors Meeting November 10 2018.

Second: Karen Asher – Carried

John Claman moved to accept the minutes from the Special BOD Meeting January 3, 2019

Second: Joe Ely - Carried

3. Secretary Larry Luessen gave the Treasurer's Report.

2018 has been closed and the Accountant is working on our Financial Statements/Audit for Year End. We hope to have audited financials to hand out at the April meeting. The 2018 financials are much more "complicated" than prior years.

Budgeted Income and Expenses show \$19K positive budget balance from 2018 These are budget numbers. Cash forward was \$14K.

There was a large Snow event December 9, 2018, over 20" in places on the Mt.

Large Culvert projects completed along with emergency repairs. All handled in the 2018 budget.

Payroll quarterly reports for 2018 and other year-end payroll work has been completed. 1095 processing for 2018 should be complete by 2/28/2019.

Annual Assessment Due Date - February 1, 2019 – A few Annual Assessments are still coming in with the 2/1 postmark (mail is extremely slow). Of the 287 owners who signed up with PayLease since 2017, our web site payment option, just over 134 actually paid using this service in 2019. We anticipate more will sign up each year. Payments are on track to date. Late notices will be sent this week and this begins the formal collection process.

The January 2019 budget was normal by all standards without a large snow event.

Road and Capital Equipment reserves have been funded for 2019.

Fire & Rescue Operating funding will be processed this month.

4. Mr. Roberts gave an update of current and completed WPOA operations/projects.

- Snow removal, tree removal, leaf removal efforts continue – nothing out of the ordinary
- More snow/ice in the forecast for the next week and cold air in March could provide a big event. Stay tuned
- Emerald Ash Borer remains a big concern. Trees are showing clear evidence of disease/death. We are working to identify trees along main roads and developing a strategy to address. Tree removal will be a combo of in-house effort and using contactors.
- Winter/Spring Facility related projects include HVAC work at Tuckahoe, WPOA shop, exterior work at Rodes farm pool, plunge hiking trail, white fence SC entrance, parking lot lighting at SC.
- Paving and surface treatment plans are being worked on for 2019. I remain committed to a new and improved approach with less patch work and more full street repairs. An additional \$200K will be spent on asphalt overlay.
- ARB – Ed Gilliam resigned - discussion over replacement will be covered in new business. We are experience normal business levels and staff reorganization/job sharing is working out fine.
- 2019 will include IT related focus – Owner D-base upgrades, website improvements, better security, system backups offsite, etc.
- Updates on Napier and Hawes suits will be covered in old business
- ADIPSY controversy will be covered in new business
- Nelson County is upgrading their 911 and law enforcement IT systems. WPD is exploring options to integrate as part of this process. NC is willing to pay for our 911 center related upgrades...
- Assessment payments continue to trickle in. Of 3607 owners billed, 180 properties are late. As a point of reference, 205 properties were late in 2018. Normal/slightly better.

- Cross utilizing staff, finding efficiencies and looking for ways to improve service - ongoing.
- 2018 audit is underway, should be complete in the Spring
- Phase 2 of the SC entrance landscape re-do is in the works. I plan to meet with Jim and Karen soon to share ideas and receive feedback. The trees/shrubs planted 30+ years ago have overgrown the center island and a re-do is required.
- Landscaping related work around the culvert project across from Station 1 planned for this Spring – bushes, small trees, maybe Juniper, etc. Gary is working on a plan.
- Additional space in Tuckahoe is a wonderful thing. Community use of that building continues to grow.

Update from Chief Curtis Sheets:

- Work continues on the revamp of our strategic plan. This committee is being led by Houston Sorenson. We spent an hour yesterday with the SP team from Henrico Division of Fire and learned quite a bit. Our next meeting will be 2/20 and will include Jim Wright as the representative from WPOA BOD.
- Worked with Steve Key to establish site plan for exit to Parkway. Currently working on building design with the goal of building the least expensive structure possible while conforming to neighborhood standards.
- Met with Denver Riggleman (Newley elected Congressman for 5th District) regarding the emergency exit. I communicate with him regularly. He and I have each completed multiple media interviews on the issue recently.
- Will attend 2/14 my first Local Emergency Planning Committee meeting in Lovingson. Virginia code requires each locality to have an LEPC. I have never known of an active LEPC in Nelson County. The committee is very small. Represented: County Government, County EMS, County Fire, Law Enforcement, VDOT, American Red Cross, and Virginia Department of Emergency Management. I am the County EMS representative.
- Recruited 2 new fire department volunteers, both of whom already have training and experience. One is a weekend resident at White Oak. The other lives in Afton.
- Developed a conceptual drawing of the “Dunlop Public Safety Plaza”. This plaza will memorialize/honor the Dunlop’s for their exceptional contributions to Wintergreen Fire & Rescue spanning 3 decades as well as honor all life members of Fire and Rescue. Additionally, any employee of Wintergreen Police or Fire/Rescue who have committed over 10 years to Wintergreen will be honored. This brick garden will be dynamic. Updated once a year. The location will be at the entrance of TCH. The brick-yard will be 16’x16’ and have two stone planters with sitting benches attached. The initial estimate from Creation Appreciation is approximately 15k with the brick engraving. Mitchell Barker and Karen Asher have been included in the planning of this project. The WRS and WFD BODs are supportive.

Update from Chief Dennis Russell:

- Our biggest struggle right now is dealing with personnel issues that have strained our resources. Almost half of our sworn staff are off recuperating from medical procedures and others are off for the flu that has run its course through the department.
- Cameras at the entrance to Stoney Creek are being installed soon. (Remote viewing at the Gate)

- Narcan nasal inhalers will be deployed in the field by the end of the week. (opioid overdose intervention)
- Merging with the Sheriff's Office for Computer Aided Dispatch and Records Management.
- Two cruisers purchased and will have encrypted radio capabilities to communicate with the SO. (Curtis stole a little of my thunder on this, but he has done all the work)
- DePop Program resumed 26 deer harvested to date.
- Five snowboard thefts so far this year. One cleared by arrest.
- VACP Winter Conference next week in Richmond.

ACP Update:

- Very quiet with construction delayed months, perhaps more than a year pending appeals, new cases, legislation, FERC re-hearings or new route EIS.
- Trees are expected to remain on the ground until Dominion is permitted to remove them and start work. Dominion has suggested they would support a WPOA request to remove trees. WPOA could get a permit from Nelson County and clean up the right of way without ACP involvement.
- Settlement/Restoration use of funds and tax liability are being discussed with our Accountant Christina Monfalcone and a Tax Attorney (Skeen).

5. Committee Reports

- a. Mr. Roberts gave the Carbon Credit Committee report.
 - a) Forestry is here identifying plots. Jay is working work to make sure they are on WPOA property.
 - b. Mr. Luessen gave the Nature Foundation Report and stated the next meeting (1st of 2019) is 2/23/2019. Update in April.
 - c. Tuckahoe report was given by Karen Asher. Lights are being added and repaired. Room A has a limit of 90 with tables/chairs. A Safety Plaza/Brick Memorial Garden is planned for an area in front of the Clubhouse. (Thanks to Mrs. Dunlop). 2 new water heaters and 2 new heat pumps will be installed in the next month.
6. WPOA Nominating Committee will consist of Chair, John Claman, Directors Tom Steele and Karen Asher. There are two four-year position open in November 2019. (Asher & Claman's terms expire).
 7. Mr. Wright called for the Resort Update. Mr. Fischer reported that Christmas week was OK and then the cold air returned. MLK was good- better than the past 3-4 years. Snow forecast for 2/16. 12 Days of Christmas planned for next year that is not all weather related. Working to get more units back in to the rental program. A few Capital Projects planned. Terrace Café, coffee and sandwich shop open.
 8. New/Old Business:

- a. Culvert Box (Storm Water Drain) at Station II is slated for a grate inside.
- b. ADIPSY House in Stoney Creek has become an issue with some of the surrounding owners on Saddleback Knoll. Michael & Linda Donovan donated the 9000 sq foot house to this non-profit. Jay has had several meetings with concerned neighbors/owners.
- c. Jay & John Coy met with Mark and Rod on joint effort issues.
- d. ARB has one vacancy. Jay will be sharing Bios via email and the BOD will vote to fill this slot.
- e. Another "protest" letter was received from a Fortunes Point owner (Schwiesow) regarding the payment of an annual assessment as stated in their deeds.
- f. Jay will attend the "Napier suit" in Circuit Court regarding a land dispute with an adjoining owner and property lines.
- g. We are foreclosing on an owners property for non-payment of tree cutting fines.
- h. Donations of lots to Fire & Rescue will not have assessments written off. See prior minutes.

Mr. Wright moved to resolve an outstanding issue related to the 2 lots currently owned by the Volunteer Fire Department - Assessment on these 2 "grandfathered" lots will be deferred and the amount owed will be resolved through a WPOA contribution at time of closing.

Second: Ely – Carried

- i. There was a domestic shooting incident in Stoney Creek on 2/14/2019 that required all of Wintergreen WPD/EMS, Nelson and Virginia State Police to become involved due to the volatility and unknown location of the shooter. An Everbridge/Alert was sent to the SC Community to say inside and keep their outside lights on. Mr. Gatewood spoke to the EMS response and it was the best we could have anywhere. Sheriff Hill and his office were extremely helpful and was the State Police. Jay kept Mr. Wright apprised all night. Mr. Fisher applauded Jay for his handling of the situation.

Mr. Wright moved to applaud the professionalism and recognize the many 1st responders that were involved in this very difficult incident.

Second: Ely – Carried

The following Resolution was presented to the First Responders:

Commendation of First-Responders – Stoney Creek Shooting

February 15, 2019

Whereas the Board of Directors of the Wintergreen Property Owners Association is very committed to protecting its residents;

Whereas an incident in Stoney Creek on the evening of Valentine's Day placed a woman's life in jeopardy and a community in potential peril;

Whereas the swift and appropriate actions of EMS crews likely saved the woman's life;

Whereas rapid transport to the hospital by AirCare-5 Medevac insured the patient received surgical intervention as quickly as possible;

Whereas the Wintergreen Police Department in collaboration with their law enforcement partners, Nelson County Sheriff's Department and the Virginia State Police worked tirelessly throughout the night to confirm all risks to the community were mitigated;

Whereas no emergency scene large or small can operate efficiently without expert 9-1-1 telecommunicators to coordinate field activity;

Let it therefore be resolved, the Wintergreen Property Owners Association Board of Directors is deeply grateful for the actions of all persons protecting our community on the evening of 2-14-2019.

Signed:

Jim Wright
President

Jay Roberts
Executive Director

9. Old Business:

The following motion was voted on by email and is being incorporated into these minutes.

Joe Ely Moved to accept the Path Forward Agreement below as a compromise in resolving previous proposals (original CE Proposal & JSS Redline) not agreed upon by the parties.

Second: Jim Wright

"Present" Mr. Claman

Carried

Path Forward Agreement

January 16, 2019

Whereas WPOA and FOW agree that the best chance of success in winning our individual petitions for review include a good working relationship between the parties and the lawyers representing them. In addition, continued use of JSS to support the FOW petition will be valuable to both parties.

Both parties agree to these terms:

- WPOA will continue to be represented by Carolyn Elefant (CE)
- FOW will continue to be represented by Jennings, Strouss, and Salmon (JSS)
- Both firms will work collaboratively on the opening brief and reply brief as required by the Court
- WPOA will contribute no more than \$30,000 toward JSS legal expenses, allowing FOW to remain a petitioner with independent JSS representation
- Management of the \$30,000 will be the responsibility of FOW
- WPOA contribution is for work completed by JSS, WPOA will not cover costs for other law firms
- WPOA contribution is contingent upon FOW maintaining a good working relationship with WPOA.
- Both WPOA and FOW leave open the option to revisit joint representation at a future date

Agreed to by:

Jim Wright, WPOA Board

John Claman, Friends of Wintergreen Board

d. Mr. Wright adjourned the meeting at 3:26 PM.

The next scheduled meeting:

April 15, 2019 1:30 PM

June 21, 2019 1:30 PM

August 9, 2019 1:30 PM (Budget-no later) Election Year 2 Open Positions-Claman & Asher

November 9, 2019 9:00 AM Annual Meeting

Wintergreen Property Owners Association Inc.

Special Executive Session

January 3, 2019 – 10:05 AM Community Offices Building

Members Present:

Tom Steele

Karen Asher

John Coy-Left at 10:06 attended Executive Committee Meeting 9-10AM

Jim Wright

John Claman

Larry Luessen

Joe Ely

Rod Kessler

Telecommunicating

Mark Fischer

WPOA Staff

Jay Roberts

Theresa Harris

1. The meeting was called to order at 10:05 AM by Jim Wright, President, WPOA.

Mr. Wright moved to appoint Larry Luessen as Secretary and John Coy remain as Treasurer in lieu of Secretary/Treasurer.

Second: Claman

Carried

Mr. Wright called the Board into Executive Session to discuss legal matters as related to the History of the ACP and Legal matters related to this project. Discussion of the FERC law suit and our Attorney Carolyn Elefant's update regarding the suit. Jay working on draft for possible non-disclosure to owners regarding any settlement.

Any final action(s) of Executive Session will be recorded in these minutes.

Mr. Wright called the Board in to regular session.

Mr. Wright moved to commit to Carolyn Elefant as lead attorney in the suit against FERC, giving her the authority to hire experts at her discretion up to the agreed estimate of costs.

Second: Luessen

Carried

Mr. Wright named Larry Luessen to the Nature Foundation Board as the WPOA Representative, replacing John Claman. Mr. Claman serves as a regular member on their board.

2. Mr. Wright adjourned the meeting at 11:20 am- Next BOD Meeting **2/15/2019 1:30**

WINTERGREEN PROPERTY OWNERS ASSOCIATION INC.
BOARD OF DIRECTORS MEETING
November 10, 2018 - Skyline Pavilion/Windsong Room

MINUTES

Members Present:

Ron Duddleston
Joe Ely
John Coy
Larry Luessen
Karen Asher
John Claman
Jim Wright
Rod Kessler
Mark Fischer-Telecommunicating

WPOA Staff:

Jay Roberts Executive Director
Theresa Harris

CALL TO ORDER – 12:15 PM

Mr. Coy welcomed newly elected directors, Thomas Steele and elected incumbent Joe Ely to the board.

MINUTES:

Approval of minutes for the August 10th, 2018 & August 22, 2018

Motion - Joe Ely
Second –John Claman
Carried

President Coy moved to recognized and commend Mr. Duddleston for - not just his past four years, but his many years of service to the WPOA Board.

All in favor!

NOMINATING COMMITTEE: Ron Duddleston-Chair

Mr. Duddleston moved to accept the following 2018-2019 Slate of Officers and Resolution of Authority to act on the behalf of WPOA.

President – Jim Wright
Vice President – Joe Ely
Secretary/Treasurer – John Coy (Larry Luessen-assisting)

Motion to Approve–Karen Asher
Second – Larry Luessen
Carried

Mr. Wright, as President, thanked Mr. Coy for his leadership the past few years especially with the special circumstances facing WPOA.

OLD BUSINESS:

Jay reported that the Carbon Credit Forestry/Survey team will be here next week to begin identifying WPOA owned property and forests.

Mr. Coy moved to NOT do a co-council situation with Friends of Wintergreen regarding the FERC suit. WPOA will work with our council, Carolyn Elefant and seek her discretion/recommendations for sub contacting with JSS, pending WPOA approval of costs.

Motion – John Coy
Seconded – Larry Luessen
Carried

NEW BUSINESS:

Mr. Wright moved to reimburse the WPOA Operating Account (General Fund), for any and all ACP related expenses incurred from 2015 to present and future, from the “Settlement” funds.

Motion – Jim Wright
Seconded – Karen Asher
Carried

A non-disclosure form with a liability clause was discussed in regards to any confidential settlement and will be drafted by staff to present to the board.

Mr. Luessen moved to adjourn with Mr. Claman Seconding. Meeting Adjourned 1:40 PM

The 2019 meeting dates were approved as proposed with the understanding that special executive meetings may be needed as issues arise from the Atlantic Coast Pipeline.

Proposed 2019 Meetings:

February 15, 2019 1:30 PM

April 19, 2019

June 21, 2019

August 9, 2019 (Budget-no later) Election Year 2 Open Positions Claman & Asher

November 9, 2019 Annual

Wintergreen Property Owners Association, Inc.

November 10, 2018

Annual Meeting Minutes

1. President John Coy called the annual meeting to order at 9:00 AM in the Skyline Pavilion Conference Center at Wintergreen Resort, VA.

2. Mr. Coy introduced the current Board of Directors: Karen Asher, John Claman, Ron Duddleston, Joe Ely, Larry Luessen, and Jim Wright. Wintergreen Resort Appointees Rod Kessler and Mark Fischer. He thanked the directors for their service.

2. Mr. Duddleston introduced six candidates running for the two open BOD positions.

3. Mr. Coy review the agenda, the business meeting will be adjourned and after a brief intermission, various Community Groups will make their presentations. These will include WP LLC (The Resort), the Friends of Wintergreen (Atlantic Coast Pipeline- Issue), The Nature Foundation at Wintergreen, and Wintergreen Performing Arts. Other community groups were represented at the morning Community Fair.

4. Ron Duddleston, WPOA Treasurer, reported on the 2018 approved and 2019 proposed budget. The financial condition of WPOA is sound. The 2018 expense budget was \$6,567,702. Mr. Duddleston reviewed the income and expenses by department. As reported at the past meetings, culvert replacement will be an ongoing occurrence for many years to come. Additional funds have added to the 2018 culvert budget line. We anticipate asphalt road repaving in the 2020-2022-time frame, funds are being reserved for this expense. Our 2019 budget funds the Road reserve accounts as well as our Capital equipment reserve account.

A Balanced 2019 budget was presented with \$6,710,986 projected expenses. A 2% increase in the annual assessment rate for 2019.

Mr. Duddleston thanked the membership for their support as we move into the New Year. Mr. Duddleston's report is included in the January 2019 WPOA newsletter, www.wtgpoa.org.

5. Jay Roberts, Executive Director, welcomed the membership, this being his third WPOA meeting, Jay was hired in October 2016 to fill Russell Otis' position upon Russell's retirement December 31, 2016.

Jay covered the following categories: Recognition of owners, Common areas and facilities, Infrastructure, Public safety, Environmental concerns, Motorcycles, Firefly, "Focus on Tomorrow", and Next Chapter. See this report in its entirety in the January 2019 WPOA Newsletter. www.wtgpoa.org

Additional ACP information will be covered later in this presentation and on the WPOA web site also the Friend of Wintergreen's web site.

Jay invited the membership to view our website. www.wtgpoa.org. He also advised the owners to keep their **email address current with WPOA** for important updates and emergency alerts from the Alert Wintergreen System. Send email updates to: wpoa@aol.com

Jay's speech will be published in its entirety in the January 2019 WPOA Newsletter and on the web site along with the ACP updates and time lines.

7. Chief Curtis Sheets gave the Fire and Rescue report on their many activities this past year and ongoing. The Fire and Rescue Department also has a web site www.fireresq.org. Please remember them in your annual giving.

8. Chief Dennis Russell gave his first Wintergreen Police Department report. Chief Russell reviewed new initiatives, crime statistics and other police department updates. Their web site is: www.wintergreenpolice.org.

9. Jay Roberts, Executive Director gave the Atlantic Coast Pipeline (ACP) update.

10. President Coy opened the floor to a question and answer session.

11. President Coy announced the election results. Mr. Joe Ely (I) and Mr. Thomas Steele were re-elected to four-year terms.

12. The meeting was adjourned by Mr. Coy. The community presentations followed.

This meeting was broad cast live on the WPOA web site and is also available for viewing on the WPOA web site: www.wtgpoa.org

The proposed 2019 annual meeting will be held **November 9, 2019** in the Skyline Pavilion Conference Center at 9:00 A.M. The board of directors held its regular meeting to elect new officers immediately following the annual business meeting.

Wintergreen Property Owners Association Inc.

Special Executive Session - August 22, 2018 – 9:30 AM Community Offices Building

Members Present

Ron Duddleston
Karen Asher
Jim Wright
John Claman
Larry Luessen

WPOA Staff

Jay Roberts
Theresa Harris

Telecommunicating

John Coy
Joe Ely
Mark Fischer

Not Present

Rod Kessler

1. The meeting was called to order at 9:30 AM by Jim Wright, Vice President, WPOA.
Quorum present.

Mr. Wright called the Board into Executive Session to discuss legal matters as related to mediation with WPOA Attorneys Waldo & Lyle, Dominion (ACP) conference call with JSS, and Jon Ansel. Prioritizing WPOA list of terms for settlement, future suits were discussed as well as the FERC suit filing deadline of 10/9/2018 with a path forward.

Any final action(s) will be recorded in these minutes.

Mr. Wright adjourned the Executive Session and called the meeting to order in regular session.

ACTIONS:

John Claman moved to accept the "Waldo & Lyle Settlement" as presented in the straw/email vote (approved 8/16/2018) with no restrictions or "claw back".

Seconded Ron Duddleston

All in favor

Ron Duddleston moved to pay off the Wells Fargo Mortgage (the loan) contingent on "the settlement" funds timing. Payment should be made by 9/14/2018 regardless of additional "settlement". (9/12/2018)

Seconded John Claman

All in favor

The Board requested Mr. Roberts identify and schedule interviews for other law firms to bid on legal work regarding the FERC suit.

Mr. Wright adjourned the meeting at 11:59 AM

Next Scheduled BOD Meeting 11/10/2018

Wintergreen Property Owners Association Inc.

Minutes August 10, 2018 – 9:30 am Community Offices Building

Members Present:

Ron Duddleston
Joe Ely
John Coy
Jim Wright
Larry Luessen
John Claman

Telecommunicating

Mark Fischer

Not Present

Karen Asher
Rod Kessler

WPOA Staff

Jay Roberts
Theresa Harris

PO Observing

Bill Gatewood

1. The meeting was called to order at 9:32 am by John Coy, President, WPOA.
 - a. Review Agenda
2. Joe Ely moved to accept the minutes from the Board Meeting June 8, 2018.

Second: John Claman

Carried

3. Mr. Duddleston gave the Treasurer's Report.

Budgeted Revenues and Expenses in the Second quarter of 2018 are on track. Heavy rains have stretched the crews with culvert clean out earlier in the Summer and mowing, all still within budget. 2018 Annual Assessment collections are on track with 33 outstanding owners that will receive Affidavits/Warrant in Debts next week. Kudos to Ceason Morris in AR. The large culvert projects and the annual road asphalt treatment were completed in May and within budget. Annual Surface treatment is complete in Stoney Creek and the Mountain is underway this week all within budget.

I will be updating the Banking Resolution for our Note re-fi in September if needed and other banking needs.

Budget review of department requests with the Budget Committee/Executive Committee began in July with the Executive Committees' 2019 Budget Recommendation being presented next.

2019 Budget Presentation

2% Increase in Annual Assessment Rate - Example +\$35.00 in the Improved Rate

Pays for - in summary:

2% COL for employees

Road Maintenance Increase

Additional Contributions to Fire & Rescue Operations

Ron Duddlestone Moved to Approve Treasurers Report and 2019 Budget with a 2% Annual Assessment Increase as presented.

Second John Claman – Mark Fischer

Carried

4. Mr. Roberts gave an update of current and completed WPOA operations/projects.
 - Headwall portion of twin culverts project to be completed in the next 2-3 weeks. Waiting on contractor. Materials will be stored in Lot F allowing for minimal disruption during construction.
 - Annual surface treatment is complete is SC and MTN should be complete in the next 2 weeks. Road paint/stripping will be completed after surface treatment work is complete this includes cross walks. Reflector repairs also getting focus after paving work is complete.
 - RAIN, rain and more rain. Approximately 43 inches of rain so far this year with 48 inches the yearly average
 - Rain has increased our mowing workload dramatically and often has us behind schedule. We are throwing additional resources at mowing when available. Culvert and ditch clean outs ongoing.
 - Tuckahoe Clubhouse report is included in the packet – I view this facility the same as other WPOA facilities and suggest the BOD move in this direction.
 - ARB – Manager retiring at the end of August. Blue house on Cobble discussed. ARB may go to 4 days per week starting in Fall.

- WVRS is hosting an EMT class at Tuckahoe from August – December.
- WPD
 - Fully staffed. Both the Chief and Deputy Chief have had medical leaves. During their absences the staff stepped up to be certain all needs were met. There have been a couple new crimes in recent weeks, however nothing is out of the ordinary or worthy of note. A former EMT has joined the team as a dispatcher.
 - The Nelson County Sheriff has formally signed an MOU which allows for coordination between NCSO and WPD. The Augusta County Sheriff has a draft MOU for consideration.
 - Using proceeds from the sale of surplus equipment, new scopes have been acquired to improve the deer de-pop program. Officers have qualified with the equipment and are ready to resume hunting once the permit period reopens.
 - July 4th (3rd) came and went without incident.
 - Chief Russell prepared a very thorough budget request for review by the WPOA Executive Director, Treasurer and Executive Committee
- WFR
 - Four employees are out due to injuries. (Torn ACL, Meniscal Tear, Torn Rotator Cuff, Carpal Tunnel Repair). One of the four is due to a workplace injury. All outages are multi-week to multi-month. Additionally, one employee resigned to take a job with Shenandoah County Fire & EMS. This was our first resignation in 2018.
 - The Fire Department expects delivery of 2 new brush trucks in October. 80% of the costs were covered by the County. The 20% (75k) match will be covered through donated funds. The fund drive is on track to do slightly better this year as compared to last. Call volume is up year over year.
 - The Rescue Squad call volume is also up slightly. Worthy of note, some of our most serious and highest profile “off-property” incidents in recent months have included patients who were either property owners or immediate family of property owners.
 - We now have 6 EMT instructors on staff who are either fully credentialed by the Commonwealth or are in their apprenticeship phase. These gentlemen recently kicked off an EMT class at TCH which meets twice a week and will through January. There are 13 students. 3 students are from Wintergreen and the balance are from various volunteer agencies in Nelson County. Having an “in-county” EMT option is very important not only to Wintergreen but to the Nelson BOS as well. We simply couldn’t do this without TCH. Potentially this could become a new revenue stream for WRS. The NCRS station II which was transferred to WRS will be transferred to the County by the end of the month.

- Chief Curtis Sheets attends all Nelson and Augusta meetings to maintain operational rapport. He has also attended multiple meetings in Richmond with the highest-ranking officials from the VA Dept of Forestry, VA Dept of Fire Programs, VA Fire Marshalls Office, and VA Department of Homeland Security regarding the emergency access to the BRP. In cooperation with Robert Goad, Curtis has developed a draft contract with the NPS. The Commonwealth of VA is now directly lobbying on our behalf to get this approved. While still a long shot, this is the closest we have ever been.
- Sign and post painting underway – we are focused on all signs including resort signs, making signs plumb as well as new coats of gray stain.
- Guardrails – we are on the list, awaiting contractor to show up and install.
- WPOA continues to pursue legal remedy against an owner who has stopped paying a settlement negotiated in 2009 related to unauthorized tree cutting. Total value to Fire Rescue is approximately \$20K
- Attracting and retaining public safety and low wage hourly employees continues to be difficult.

5. Committee Reports

- a. Mr. Roberts gave the Carbon Credit Committee report. Discussions with Chandler continue. Jay will convey the boards frustration in the lack of progress.
 - b. Mr. Claman updated the board on The Nature Foundation's status: Golf Tournament early September. Strategic plan and goals for the organization are being worked on by the board.
 - c. Tuckahoe report was given by Jay on Karen's behalf.
1. Pavilion – The pavilion has been completed and has been used for some large events. Feedback has been very positive. A gas grill has been ordered for homeowner use.
 2. Classroom upgrades – The three classrooms and hall vacated by the school have been patched, painted, and a child bathroom removed from one to make it more useable. The rooms have been designated as A (main room), C (classroom on the left), D (classroom on the right). Dennis and Lester did a great job and turned these rooms around very quickly. Unfortunately, the tile floors and plain ceilings make these rooms excessively noisy with an echo. We will be carpeting the rooms to cut down on the noise. Carpeting has been ordered and is scheduled for installation on Thursday 8/9. ** Noise absorbing tile should be considered for the ceilings and accommodated in the 2019 budget.

The card/game groups who previously met in the main meeting room have all relocated to classroom "C". The rescue Squad is currently holding an EMT class 8/2 – 12/9 on Tuesdays and Thursdays in room "D". The school's old office is now a storage room for EMT class materials. Room "D" is also being shared with the Quilters who meet weekly all day on Tuesdays. Thanks to every group's cooperation, this has freed up the main room for more functions both during the day and evenings.

The calendar on our website has been updated to designate the various rooms and their usage.

3. Going forward, the Tuckahoe reserve fund/use fees will to be rolled into the general fund and this building should be treated as any other WPOA building. (At the end of 2018 funds will be transferred to the General Fund to pay towards the cost share on the new Pavilion)
 - d. Nominating Committee: Ron Duddleston reported so far there are 6 candidates running for 2 open - four-year positions. The deadline is today at the end of business to submit applications.
6. Mr. Coy called for the Resort Update. Mr. Fischer reported the rain continues to "dampen business". Staffing has been a challenge with only 2 of the requested 15 internationals being given visas. Terrace Café will be completed and open soon. The new members locker room is under construction/remodel. There will be 95-member events next year. Several accolades for Tennis in popular magazine polls. The new Tennis Bubble has been ordered.
7. Old Business:
 - a. Mr. Coy called the board in to Executive Session 10:25 am (Gatewood left) to discuss legal matters related to the Dominion/Atlantic Coast Pipeline mediation and ACP issues.

Executive Session Ended 11:12 AM

8. New Business
 - a. Undeveloped lot assessment deferment. Fire & Rescue request.
The board will defer (accrue) collection up to two years of Annual Assessments and encourage the Fire and Rescue Departments to scrutinize the lots prior to accepting the donation. (Annual Assessment are not and will not be "forgiven").
 - e. Mr. Coy adjourned the meeting at 11:26 am.

The next scheduled meeting - Annual & Board Meeting 11/10/2018 Meeting Begins at 9:00 AM (Coffee 8:00AM)

Board Meeting Immediately after.

Special Meetings will be called as needed to discuss legal and other issues of the ACP.

THE PRIMARY PURPOSE OF WINTERGREEN'S COVENANTS AND RESTRICTIONS HAS BEEN TO CREATE A COMMUNITY WHICH IS AESTHETICALLY PLEASING AND FUNCTIONALLY CONVENIENT. THESE COVENANTS ARE DESIGNED TO ENCOURAGE THE PRESERVATION OF PRIVATELY OWNED PROPERTY VALUES AND TO PROVIDE FOR ENHANCEMENT OF COMMON PROPERTY RIGHTS ENJOYED BY ALL OWNERS.

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This booklet incorporates amendments made to certain covenants and restrictions, and is current as of September 5, 2017

The amounts set forth in the following sections are amended from time to time. As of January 1, 2018, the assessment amounts are as follows:

** Part 1, Section 1, the All Property (General Covenants) have been supplemented by Article V, Section 5 of the Amended Property Owner Covenants (WPOA) which provides for a Special Assessment for New Construction, which currently (2018) is \$750.00 for each new detached single-family dwelling.*

** Amended Property Owner Covenants (WPOA) Article V, Section III (b). The current (2018) Assessment Unit has been set at \$1,149.00.*

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO
ALL PROPERTY IN WINTERGREEN**

WHEREAS, WINTERGREEN, a limited partnership existing under the laws of the Commonwealth of Virginia (the Company), is the owner of certain lands located within a community known as "Wintergreen" in Nelson and Augusta Counties, Virginia.

WHEREAS, the Company wishes to declare certain restrictive covenants affecting certain lands in Wintergreen.

Now, **THEREFORE**, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and lands placed under the coverage hereof by express declaration. The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of this Declaration.

DEFINITIONS

"Wintergreen" when used herein shall refer to the lands in Nelson and Augusta Counties, Virginia, which are shown as a part of Wintergreen on the Company's Master Development Plan as revised from time to time.

Whenever used herein, the term "Company" or "the Company" shall refer to Wintergreen, a Virginia limited partnership.

Whenever used herein, the term "Association" shall refer to Wintergreen Property Owners Association, Inc., a Virginia nonprofit corporation, its successors and assigns, and any other community or owners association within Wintergreen organized by the Company or by others with the consent of the Company.

The term "Property" when used herein shall refer to any tract of land or subdivision thereof in Wintergreen which has been subjected to the provisions of this Declaration by reference in deeds issued by the Company.

The term "Property Owner" when used in this Declaration shall mean and refer to all owners (including the Company) of an interest in real property in Wintergreen including, but not limited to, owners of property or tracts of land and owners of condominium units whether such property, tracts or units are used or/intended to be used for residential, commercial or recreational purposes.

The covenants and restrictions below will be referred to as the General Covenants of September 10, 1974, and will be recorded in the Offices of the Clerks of Circuit Court of Nelson and Augusta Counties, Virginia, and may be incorporated by reference in deeds to real property issued by the Company by reference to the book and page of recording in the land records of said Clerk's Offices.

PART I – COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL PROPERTIES IN WINTERGREEN

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size, and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental considerations. For this reason such standards are not established by these covenants. In order to implement the purposes of these covenants, the Company may establish and amend, from time to time, objective standards and guidelines which shall be in addition to and more restrictive than said Conditional Use.

1. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Wintergreen until the proposed building plans and specifications, showing floor plans, the front elevation, exterior color or finish, a plot plan detailing the proposed location of such building or structure, drives and parking areas, a landscape plan, a pollution control plan described in paragraph 1 of Part II, and the construction schedule shall have been filed with and approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specification may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Company. A filing fee of ten (\$10.00) dollars shall accompany the submission of such plans *. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval, the provisions of this paragraph shall be thereby waived.

2. Prior to the commencement of construction of improvements on any property, a building certificate must be obtained from the Company or its assigns and prior to occupancy of any dwelling unit a certificate of occupancy must be obtained from the Company or its assigns. A certificate of occupancy will not be

* See Article V, Section 5 of the Amended Property Owner Covenants (WPOA) for Special Assessments for Construction which currently (2018) has been set at \$750.00.

issued unless the improvements on the property substantially conform to the plans filed pursuant to the provisions of paragraph one (1) above.

3. In order to assure that location of buildings and other structures will be located and staggered, so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or structure or structures on any property in Wintergreen for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall automatically approve such location.

4. Should any dwelling unit or other structure on any property be destroyed in whole or in part, it must be reconstructed or the debris therefrom must be removed and the property restored to a neat and sightly condition within six (6) months.

5. No signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, except with the written permission of the Company or except as may be required by legal proceedings. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Residential property identification and like signs not exceeding a combined total of more than one (1) square foot may be erected without the written permission of the Company.

6. It shall be the responsibility of each property owner and tenant to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such property. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Property.

7. All animals must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Company for the maintenance and confinement of animals.

8. Prior to the occupancy of a building or structure on any property, proper and suitable provisions shall be made for the disposal of sewage by means approved by the Company.

9. Prior to the occupancy of a residence on any property, provision for water shall be made by means approved by the Company.

10. No property owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond in Wintergreen without first obtaining the written consent of the Company.

11. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, Community Antenna Television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) such portion of the property as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by said Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations, siltation basins and tanks within Wintergreen in any open space or on any property designated for such use on the applicable plat of said property, or to locate same upon any property with the permission of the owner of such property. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvement on any property pursuant to the provisions of this paragraph, the Company shall restore such property as nearly as is reasonably possible to its condition immediately prior to such installation.

12. The Company hereby reserves the right to establish reasonable limitations on the number of overnight guests who may occupy a dwelling unit at one time and to limit the number of non-related persons who may reside in a dwelling unit.

13. The use of roads in Wintergreen shall be subject to rules and regulations established and modified from time to time by the Company.

14. No vehicle of any type other than conventional automobiles, jeeps and pickup trucks shall be parked or maintained on any lot or residential building site except during the period of construction of a dwelling unit(s) thereon. A separate parking area for other vehicles shall be provided by the Company or the Association and the use of such area shall be available to all property owners in Wintergreen subject to space availability and the payment of a fee.

15. Snowmobiles shall not be used or maintained on any property as a recreational vehicle. Such vehicles may, however, be employed in the normal course of the business of a commercial or service entity in Wintergreen upon its receiving a written permit from the Company.

16. No vehicle shall be allowed to be operated on any road or trail not shown on a recorded subdivision plat without the written consent of the Company. Written consent is hereby granted for the operation of four-wheel drive vehicles on "jeep" trails designated from time to time by the Company. The use of such "jeep" trails shall be subject to the rules and regulations established, modified from time to time, and maintained by the Company.

17. Whenever the Company is permitted by these covenants (including all parts hereof) to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

PART II - ADDITIONAL RESTRICTIONS TO IMPLEMENT EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within Wintergreen and the beauty and purity of the watershed areas in Wintergreen the following environmental controls are hereby established:

1. Topographic and vegetation characteristics of properties within Wintergreen shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Company. Written approval will be granted hereunder only after a plan designed to protect the lakes and waterways from pollution resulting from erosion, pesticides or the seepage of fertilizer or other materials has been submitted to and accepted by the Company. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of paragraph 1 of Part I of these covenants.

2. No trees, shrubs or other vegetation may be removed without the written approval of the Company. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property.

3. In order to implement effective and adequate erosion control and protect the purity and beauty of lakes and waterways in Wintergreen, the Company, its successors and assigns, and its agents shall have the right to enter upon any property for the purpose of performing any grading or landscaping work of constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements have commenced on such property or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon the property for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Company, its successors and assigns, shall give the owner of the property the opportunity to take any corrective action required by giving the owner of the property notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the owner. If the owner of the property fails to take the specified corrective action immediately, the Company shall then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Company shall be kept as low as reasonably possible. The cost of such work, when performed by the Company, its successors or assigns, shall be paid by the owner thereof.

4. In order to implement effective insect, reptile, wildlife and woods fire control, the Company and its agents have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented, for the purpose of mowing, removing, clearing, cutting or pruning underbrush or weeds or other growth which in the opinion of the Company detracts from the overall beauty or safety for Wintergreen. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the owner of the property. The Company and its agents may likewise enter upon such property to remove any trash which has collected or to abate a threat to the watershed of Wintergreen from pollution. Such entry shall not be made until thirty (30) days after the owner of the property has been notified in writing of the need of such work, and unless such owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any property, to provide

garbage or trash removal services, or to provide water pollution control on any privately owned property.

5. In addition, the Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right on, over and under any property to dispense pesticides and take other action which in the opinion of the Company is necessary or desirable to control insects and vermin, to cut firebreaks and other activities which in the opinion of the Company are necessary or desirable to control fires on any property, or any improvements thereon. In the exercise of the rights reserved in this paragraph 5 the Company must take necessary precautions to protect the purity of the Wintergreen watershed.

6. The lake in Wintergreen currently known as Lake Monocan is a primary water supply for Wintergreen, and the Company, the Association, and owners of property within Wintergreen, their successors and assigns have a responsibility to avoid causing material adverse effect to the beauty, quality and purity of the waters thereof. In order to insure that this responsibility is fully met, the Company shall promulgate and may amend from time to time rules and regulations which shall govern such sensitive environmental activities as the application of fertilizers and pesticides and other chemicals, erosion control measures, use of lake surface, and any other activities as may materially affect the waters of the lake. Failure of any owner or tenant of property in Wintergreen to comply with the requirements of such rules and regulations shall constitute a breach of these covenants. The Company hereby reserves unto itself a perpetual, alienable and releasable easement and right on, over and under all property in Wintergreen for the purpose of taking any action necessary to effect compliance with the environmental rules and regulations. The cost of such action by the Company shall be paid by the owner(s) of the property upon which the work is performed. The provisions of this paragraph shall not be construed to be an obligation of the Company to take any action to effect compliance with the environmental rules and regulations.

PART III - ADDITIONAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Company to maintain and enhance (or to convey subject to open space restrictions to the Association) certain areas which the Company designates as "Open Space Areas" or "Private Open Space Areas" on plats filed for record in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia, by the Company. It is the further intent and purpose of these restrictions and covenants to protect, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural

reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Wintergreen Master Plan for development.

2. An easement in Open Space Areas is hereby granted to the owners of properties in Wintergreen, their tenants and guests, which easement shall entitle such owners, tenants and their guests to enjoy the Open Space Areas subject to the rules and regulations of the Company.

3. Land designated as "Open Space Areas" may be employed in the construction, maintenance, and enjoyment of the following facilities:

- (a) Social, recreational, and community buildings.
- (b) Public and private profit making clubs, golf courses and other recreational facilities.
- (c) Daycare centers, nursery schools, and kindergartens.
- (d) Indoor and outdoor recreational establishments.
- (e) Art school and/or art gallery and/or nature museum.
- (f) Camps and camp sites.
- (g) Emergency squad(s) and fire stations.

4. Land designated as "Private Open Space Areas" shall be subject to the easement granted in paragraph 2 of this Part III in every respect except that the enjoyment thereof shall be and is hereby limited to owners of property, tenants, and their guests immediately contiguous and adjacent to such land and owners of non-contiguous property designated on plats of property in Wintergreen as being entitled to the enjoyment thereof. The easement in Private Open Space Areas hereby granted shall not extend to any area not clearly designated as "Private Open Space Areas." All expenses incurred in the protection, maintenance and enhancement of "Private Open Space Areas" shall be paid equally by the owners who are entitled to an easement or enjoyment over such areas.

5. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkey and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas and Private Open Space Areas for the purpose of permitting observation and study of wildlife, hiking, and riding, to erect small signs throughout the Open Space Areas and Private Open Space Areas designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the open space community use and enjoyment thereof.

6. The Company shall have the right to protect from erosion the land described as Open Space Area or Private Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company to take steps necessary to provide and insure adequate drainage ways in open space, to cut firebreaks, remove diseased, dead or dangerous trees and carry out other similar activities.

7. The Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right to go on, over and under the ground to erect, maintain and use electric, Community Antenna Television, telephone poles, wires, cables, conduits, drainage ways sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other public conveniences or utilities in said Open Space Areas and Private Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Areas and Private Open Space Areas. Such rights may be exercised by any licensee or assignee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

8. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of open space property within Wintergreen except as following:

a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, an association owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

9. No trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas or Private Open Space Areas, except

as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

10. The granting of the easement in Open Space Areas and Private Open Space Areas in this part in no way grants to the public or to the owners of any land outside Wintergreen the right to enter such open space without the express permission of the Company.

11. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said open space, in a manner not inconsistent with the provisions of this Declaration.

12. The Company further reserves the right to convey "Open Space Areas" and "Private Open Space Areas" to the Association. Such conveyance shall be made subject to the provisions of this Part III. As an appurtenance to such conveyances the Association shall have all of the powers, immunities and privileges reserved unto the Company in this part as well as all of the Company's obligations with respect thereto, including the obligation to maintain and enhance set out in paragraph 1 of this part. Property conveyed to the Association pursuant to the authority of this paragraph 12 shall become "Common Properties" or "Restricted Common Properties" as prescribed by the "Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association, Inc. and Wintergreen, a limited partnership", which are to be recorded in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia, contemporaneously herewith.

13. Where the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

14. It is expressly understood and agreed that the granting of the easements set out in this Part III in no way places a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any property owner any service of any kind, except as such may be undertaken at the expense of the Association.

PART IV - ADDITIONAL RESTRICTIONS AFFECTING GOLF FAIRWAY PROPERTIES

1. "Golf Fairway Property" is defined as all those properties intended for subdivision or development located adjacent to any golf course located in Wintergreen.

2. That portion of any Golf Fairway Property within thirty (30) feet of the property line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual landscaping plans must be approved by the Company, before implementation.

3. There is reserved to the Company a "Golf Course Maintenance Easement Area" on each property adjacent to any golf course located in Wintergreen. This reserved easement shall permit the Company at its election, to go onto any Golf Course Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such property within thirty (30) feet of the boundary line(s) bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such property; provided, however, that the above described maintenance and landscaping rights shall apply to the entire property until there has been filed with the Company a landscaping plan for such property by the owner thereof, or alternatively, a building or other structure is constructed thereon.

4. Until such time as a building or other structure is constructed on a property, the Company reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a property to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a building or other structure is constructed, such easement shall be limited to that portion of the property included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such property with a golf cart or other vehicle, shall not spend unreasonable time on such property. After construction of a building or other structure on a Golf Fairway Property, "Out of Bounds" markers may be placed on said property by the Company.

5. Owners of Golf Fairway Property shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area.

6. Notwithstanding the provisions of paragraph 3 of this Part IV, the Company hereby reserves the right to allow an owner to construct a building or other structure over a portion of the "Golf Course Maintenance Easement Area" in those cases

where it, in its uncontrolled discretion determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

PART V - ADDITIONAL RESTRICTIONS AFFECTING SKI AREAS

1. "Ski Slope Property" is defined as all those properties intended for subdivision or development located adjacent to any ski slope or trail located in Wintergreen.

2. That portion of any Ski Slope Property within thirty (30) feet of the property or block line bordering the ski slope shall be in general conformity with the overall landscaping pattern for the ski slope area established by the ski slope architect. All individual landscaping plans must be approved by the Company, before implementation.

3. There is reserved to the Company a "Ski Slope Maintenance Easement Area" on each property adjacent to any ski slope located in Wintergreen. This reserved easement shall permit the Company at its election, to go onto any Ski Slope Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This ski slope Maintenance Easement Area shall be limited to the portion of such property within thirty (30) feet of the boundary line(s) bordering a Ski Slope or trail, or such lesser area as may be shown as a "Ski Slope Maintenance Area" on the recorded plat of such property; provided, however, that the above described maintenance and landscaping rights shall apply to the entire property until there has been filed with the Company a landscaping plan for such property by the owner thereof, or alternatively, a building or other structure is constructed thereon.

4. Until such time as a building or other structure is constructed on a property, the Company reserves an easement to permit and authorize registered skiers to enter upon a property to recover a ski or other item of ski equipment, subject to the official rules of the ski area, without such entering being deemed a trespass. After a building or other structure is constructed, such easement shall be limited to that portion of the property included in the Ski Slope Maintenance Easement Area. Skiers shall not spend unreasonable time on such property.

5. Owners of Ski Slope Property shall be obligated to refrain from any actions which would detract from the skiing qualities of the ski area or the development of an attractive overall landscaping plan for the entire ski area.

6. Notwithstanding the provisions of paragraph 3 of this Part V, the Company hereby reserves the right to allow an owner to construct a building or other structure over a portion of the "Ski Slope Maintenance Area" in those cases where it, in its uncontrolled discretion determines that such construction will not materially lessen the beauty or playing qualities of the adjacent ski slope.

7. Ski slope property shall be subject to the following additional rights which are hereby reserved by the Company for itself, its successors and assigns:

(a) The right to maintain within the Ski Slope Maintenance Area drainage facilities to facilitate the removal of snow melt with minimum erosive effects.

(b) The right to enter upon any property to conduct first aid and rescue activities.

(c) The right to temporarily maintain and operate snow making machinery and related equipment (but not heavy motor driven vehicles) from time to time within the Ski Slope Maintenance Area.

PART VI - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the property shown on plats identified in and recorded in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to

compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially effect only properties against which these covenants have not been imposed.

4. The Company shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Company whether given, granted or withheld.

5. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Association its rights reserved in these covenants which include but are not limited to its right to grant approvals (or disapprovals) to establish rules and regulations, and all other rights reserved herein by the Company including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

6. Wintergreen Property Owners Association, Inc. has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia. Properties and owners of property subject to these covenants

shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners' Association, Inc.

7. Entrance upon any Property by the Company or its agents or assigns pursuant to the provisions of these covenants shall not be deemed to be a trespass.

8. **Severability.** Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby to be severable and which shall remain in full force and effect.

Dated this 26th day of September, 1974.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

CC&F WINTERGREEN, INC.
BY: GARY W. GREEN
Vice President

Attest: William S. Abbott
Secretary
State of Massachusetts)
ss.
County of Suffolk)

Personally appeared Gary W. Green and William S. Abbott and acknowledged the same to be their free act and deed, before me.

RUTH A. WHITE
NOTARY PUBLIC

My commission expires September 27, 1979

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
SINGLE FAMILY COVENANTS
September 10, 1974**

In addition to the General Covenants, the following restrictions and covenants shall be applied to these properties shown as Single Family Areas on plats of sections of Wintergreen recorded in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association", "Wintergreen", "Company", or "the Company" as defined in the General Covenants are specifically incorporated herein, by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established by the Company on the 10th day of September, 1974, and which are to be recorded contemporaneously herewith in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

"Single Family Areas" as used herein is defined as all those parcels or tracts of land intended for subdivision or subdivided into properties or lots intended for the construction of detached single family dwelling units.

PART II - RESTRICTIONS

1. The approval of plans required under paragraph 1 of Part I of the General Covenants will not be granted unless the proposed house or structure will have the minimum square footage of enclosed dwelling space. Such minimum requirements for each lot will be the greater of 800 square feet or that specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

2. (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot. No structure, except as

hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one (1) small one-story accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

(b) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in overcrowding the lot.

(c) The provisions of this paragraph two (2) shall not prohibit the Company from using a house or other dwelling units as models.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued thereon by the Company. During the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

4. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

5. Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company.

6. No mobile home, trailer, tent, barn, or other similar out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats and boat trailers may be maintained on a lot, but only within an enclosed or screened

area approved by the Company such that they are not generally visible from adjacent properties.

7. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Company.

8. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

9. The utility and drainage easement reserved by the Company in paragraph eleven (11) of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each lot in a Single Family Area unless a different location of such easements is shown on recorded subdivision plats.

10. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County or Augusta County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any lot or lots owned by it and shown on the plat of any subdivision within Wintergreen in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots, provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the affected subdivision section recorded in

the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivide the property immediately abutting the property shown on plats identified in the Realty records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional

restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

5. Wintergreen Property Owners' Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners' Association, Inc.

6. **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Dated this 10th day of September, 1974.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

CC&F WINTERGREEN, INC. BY: GARY W. GREEN
Vice President

Attest: William S. Abbott
Secretary

State of Massachusetts)
ss.
County of Suffolk)

Personally appeared Gary W. Green and William S. Abbott and acknowledged the same to be their free act and deed, before me.

RUTH A. WHITE
NOTARY PUBLIC

My commission expires Sept. 27, 1979

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
MULTIPLE FAMILY COVENANTS
September 10, 1974**

In addition to the General Covenants, the following restrictions and covenants shall be applied to those properties shown as Multiple Family Areas on plats of sections of Wintergreen recorded in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association,", "Wintergreen", "Company", or "the Company" as defined in the General Covenants are specifically incorporated herein by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Properties in Wintergreen" established by the Company on the 10th day of September, 1974, and which are to be recorded contemporaneously herewith in the Offices of the Clerks of Circuit Court of Nelson and Augusta Counties, Virginia.

"Multiple Family Tract" is defined as all those parcels or tracts of land intended for development of or developed as attached residential units including townhouse lots for sale, condominiums, and apartments.

PART II- RESTRICTIONS

1. The approval of plans required by paragraph 1 of Part I of the General Covenants will not be approved unless the proposed house or structure will have the minimum square footage of dwelling space or no more than the maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each Multiple Family Tract will be specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

2. (a) All properties in Multiple Family Tracts shall be used for residential purposes and recreational purposes incidental thereto and for related

accessory uses. The use of a portion of a dwelling unit on a Multiple Family Tract as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the unit.

(b) No structure or structures shall be erected, altered, placed or permitted to remain on any Multiple Family Tract except as provided for in these covenants and restrictions or except as provided for in each deed of conveyance and the said deed shall, in the discretion of the Company, expressly determine and limit the number of condominiums, apartments, townhouses, or other residential units or group of such units to be constructed on a given tract, including height of any and all such structures, and maximum occupancy of both individual units as well as total maximum occupancy of density of all units combined with a given Multiple Family Area.

(c) The provisions of this paragraph two (2) shall not prohibit the Company from using dwelling units as models.

3. The exterior of each phase or group of Multiple Family Units and other structures must be completed within two (2) years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. During the continuance of construction the property owner shall require the contractor to maintain the tract in a reasonably clean and uncluttered condition.

4. Each property owner shall provide a screened area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened areas delineating the size, design, texture, appearance and the Company prior to construction of the dwelling unit(s) must approve location. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

5. No mobile home, trailer, tent, barn, or other similar out-building or structure shall be placed on any Multiple Family Tract at any time, either temporarily or permanently. Boats, boat trailers, campers, oversized vehicles, or utility trailers may be maintained on a Multiple Family Property in an area designated and approved for such storage, which shall be enclosed or screened so that such trailers, campers, etc., are not generally visible from adjacent properties.

6. No structure of a temporary character shall be placed upon any Multiple Family Tract at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by the contractor shall be subject to reasonable aesthetic control by the Company.

7. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as follows:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.), and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a Multiple Family Tract owner or any owner of a residence within a Multiple Family Tract may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

8. Following the subdivision of a Multiple Family Tract into individual lots on which Townhouses are intended to be constructed, no such individual lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any townhouse lot or lots in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site for townhouses, including, but not limited to, the relocation of easement walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots. Provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

9. No building or any portion of a building shall be converted into a condominium or cooperative form of ownership within Wintergreen without the prior written consent of the Company. The Company's decision in determining whether to grant consent for such conversion may be based on any ground which in its sole and uncontrolled discretion shall seem sufficient. Should such consent be granted, the resulting condominium or cooperative shall continue to be subject to these Multiple Family Covenants.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the property shown on plats identified in Realty records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any Multiple Family Tract Owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right whenever there shall have been built on any property in the Multiple Family Tract, any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include but are not limited to its right to grant approvals (or disapprovals) to establish rules and regulations and all other rights reserved herein by the Company, including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules.

Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerks Offices.

5. Wintergreen Property Owners Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia. Properties and owners of property subject to these covenants shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners Association, Inc.

6. **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Dated this 10th day of September, 1974.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

CC&F WINTERGREEN, INC.
BY: GARY W. GREEN
Vice President

Attest: William S. Abbott
Secretary

State of Massachusetts)
ss.
County of Suffolk)

Personally appeared Gary W. Green and William S. Abbott and acknowledged the same to be their free act and deed, before me.

RUTH A. WHITE
NOTARY PUBLIC

My commission expires Sept. 27, 1979

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
VALLEY RESIDENTIAL COVENANTS
May 19, 1976**

In addition to the General Covenants, the following restrictions and covenants shall be applied to certain properties shown as Residential Areas on plats of Valley Subdivisions of Wintergreen recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association", "Wintergreen", "Company", or "the Company" as defined in the General Covenants are specifically incorporated herein, by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established by the Company on the 10th day of September, 1974, and which is recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in deed book 137 at page 568.

"Valley Residential Areas" as used herein are defined as those certain parcels or tracts of land located in the Valley Village Area of Wintergreen intended for subdivision or subdivided into properties or lots intended for the construction of detached single family dwelling units which are subjected to these Valley Residential Covenants.

PART II- RESTRICTIONS

1. The approval of plans required under paragraph 1 of Part I of the General Covenants will not be granted unless the proposed house or structure will have the minimum space footage of enclosed dwelling space. Such minimum requirements for each lot will be the greater of 800 square feet or that specified in each sales contract and stipulated in each deed. The term "enclosed dwelling areas" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of two-story structure.

2. (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the

owner or tenants thereof shall be considered a residential use if such use does not create customer or client to and from the lot.

(b) No enclosed structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than:

(i) One detached single-family dwelling

(ii) One accessory building which may include a guest suite or incorporate a private garage

(iii) One stable, barn or similar building to be used for the care of horses, or agricultural equipment and/or supplies and not to be used for human habitation.

(c) Neither shall any structure as described in paragraph 2b above nor shall any fence or similar enclosure be placed, erected, or altered without the prior approval of the siting, plans, design, texture, appearance and location thereof as provided under paragraph 1 of Part 1 of the General Covenants. The Company shall have the right to require that the siting of any enclosed structures or fence be staked out on the proposed location prior to granting its approval for the construction thereof.

(d) Each lot owner building a fence or similar enclosure covenants for himself and for his successors in interest to either maintain said fence or enclosure in good repair or to remove it and return the land over which said fence runs to the condition it was in prior to the construction of said fence.

(e) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and stable or barn if any.

(f) The provisions of this paragraph two (2) shall not prohibit the Company from using a house or other dwelling units as models.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued thereon by the Building Inspector. During

the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

4. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks, water tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, well pumps, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

5. Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company.

6. No mobile home, trailer, tent, or other similar temporary out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats and boat trailers may be maintained on a lot, but only within an enclosed or screened area approved by the Company such that they are not visible from adjacent properties.

7. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Company.

8. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services or TV Translator signal be unavailable and good television reception not be otherwise available, a lot owner may make written

application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

9. The utility and drainage easement reserved by the Company in paragraph eleven (11) of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each lot in a Valley Residential Area unless a different location of such easements is shown on recorded subdivision plats.

10. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any lot or lots owned by it and shown on the plat of any subdivision within Wintergreen in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots, provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the affected subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

11. No lot may be used for raising, pasturing or keeping swine, poultry, goats, or any other animals that may be a nuisance to adjacent properties. Horses and ponies shall be permitted provided that they are enclosed by a substantial fence when grazing. In no case shall such number of animals be permitted that they are a nuisance to adjacent properties or that they over burden the land on which they are being kept. The Wintergreen Property Owner's Association, Inc. or its designate shall have the authority to determine both whether the keeping of any animal not specifically referred to above would be a nuisance to adjacent properties and whether the numbers of animals being kept on a lot over burden that property.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically

extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on:

(a) the plats showing the properties to be modified in permitted use by the change, and

(b) the plats which subdivide the property immediately abutting the property shown on plats identified in the Realty records in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of the covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company, including, but not

limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligations or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

5. Wintergreen Property Owners Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in Deed Book 137 at page 589. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners' Association, Inc.

6. **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter thereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

BY: GARY W. GREEN
Vice President

Stuart R. Sadler

Ass't Secretary

State of Virginia

To-Wit: County of Nelson

Personally appeared Gary W. Green and Stuart R. Sadler and acknowledged the same to be their free act and deed, before me.

DIANE KAY MARTIN
NOTARY PUBLIC

My commission expires: Dec. 4, 1978

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
AMENDED VALLEY RESIDENTIAL COVENANTS
March 12, 1986**

In addition to the General Covenants, the following restrictions and covenants shall be applied to certain properties shown as Residential Areas on plats of Valley Subdivisions of Wintergreen recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association" or "Wintergreen", as defined in the General Covenants are specifically incorporated herein, by reference to the General Covenants described below.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established by the Company on the 10th. Day of September, 1974, and which is recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in deed book 137, at page 568.

"Valley Residential Areas" as used herein are defined as those certain parcels or tracts of land located in the Valley Village Area of Wintergreen intended for subdivision or subdivided into properties or lots intended for the construction of detached single family dwelling units which are subjected to these Revised Valley Residential Covenants.

The "Company" as used herein, shall mean Wintergreen Development, Inc., its successors and assigns.

PART II - RESTRICTIONS

1. The approval of plans required under paragraph I of Part I of the General Covenants will not be granted unless the proposed house or structure will have the minimum space footage of enclosed dwelling space. Such minimum requirements for each lot will be the greater of 1400 square feet or that specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure. All approvals required to

be made by the Company under paragraph I of Part I of the General Covenants shall be based solely upon the Company's subjective esthetic and/or design requirements. Explicit objective standards are not established by these covenants because such standards would make it impossible to take full advantage of the individual characteristics of each lot, of on-going technological advances or of changing environmental considerations. All approvals made by the Company (unless a deemed approval as described in paragraph 20 below), shall be in writing and shall be effective when placed in the mail or hand delivered to the individual requesting the approval. The Company shall have the right to condition any approval required by paragraph I of Part I of the General Covenants upon the deposit of a reasonable surety of performance by the individual requesting such approval.

2. (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenants thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot.

(b) No enclosed structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than:

(i) One detached single-family dwelling

(ii) One accessory building which may include a bathhouse, guest suite or incorporate a private garage.

(c) Neither shall any structure as described in paragraph 2b above nor shall any postal delivery box or any fence or similar enclosure be placed, erected, or altered without the prior approval by the Company of the siting, plans, design, color, texture, appearance and location thereof as provided under paragraph I of Part I of the General Covenants. The Company shall have the right to require that the siting of any enclosed structures or fence be staked out on the proposed location prior to granting its approval for the construction thereof.

(d) Each lot owner building a fence or similar enclosure covenants for himself and for his successors in interest to either maintain said fence or enclosure in good repair or to remove it and return the land over which said fence runs to the condition it was in prior to the construction of said fence.

(e) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

(f) The provisions of this paragraph two (2) shall not prohibit the Company from using houses or other dwelling units as models or as a real estate sales office.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued thereon by the Building Inspector. During the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

4. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks, water tanks or similar storage receptacles, electric and gas meters, air-conditioning equipment, well pumps, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground. Clotheslines and drying yards shall not be placed on any lot at any time.

5. Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company. Each lot owner shall notify the Wintergreen Police Department not less than five (5) days in advance of any gathering at any lot at which more than five (5) automobiles not belonging to Wintergreen property owners or having Wintergreen parking stickers will be parked.

6. No mobile home, trailer, tent, or other similar temporary out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats and boat trailers may be maintained on a lot, but only within an enclosed or screened area approved by the Company such as that they are not visible from adjacent properties.

7. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Company.

8. No television antenna, satellite dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or on any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company or its assigns from installing equipment necessary for a cable television system, television translator and mobile radio systems or other similar systems within Wintergreen; and

(b) Should cable television services or TV Translator signal be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Company for permission to install a conventional television antenna and such permission shall not be unreasonably withheld.

9. The utility and drainage easement reserved by the Company in paragraph eleven (11) of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each lot in a Valley Residential Area provided, however, if a specific location of such easements is shown on the recorded subdivision plats, such specific easement location shall be in addition to the utility and drainage easements provided hereby.

10. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any lot or lots owned by it and shown on the plat of any subdivision with Wintergreen in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots, provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the affected subdivision section recorded in the public records.

The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

11. No livestock, fowl or other animals may be kept or maintained on any lot except domestic cats, dogs and pet birds (except parrots) which may be kept in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. No dog houses, pens or animal shelters of any kind shall be permitted on any lot. No animal shall be allowed to run loose upon the property or any lot.

12. Neither tree houses nor platforms of like kind or nature, nor shall any exterior child play structures be placed, constructed or maintained on any lot.

13. No permanently mounted through the wall or window mounted air-conditioning units shall be permitted to be installed in or maintained in any structure unless expressly approved in writing by the Company or its assigns.

14. No exterior loud speaker or other audio broadcasting system shall be erected, installed, maintained or operated on any lot unless such action shall have been approved by the Company or its assigns.

15. No structure, pool or other facility shall be constructed or maintained so that it shall be heated or cooled by an alternative energy source including, but not limited to, active or passive solar energy or by wind driven electrical generators, which shall involve the construction or erection of any separate structure or unusual architectural feature or features without the prior written approval of the Company.

16. No private golf carts, motorcycles, motor bikes or all ATV's (all terrain vehicles) shall be operated nor maintained on any lot or other property subjected to these covenants.

17. No tennis courts shall be constructed or maintained on any lot. Except as may be approved on a case by case basis by the Company, but in no instance shall they be lighted.

18. Access to a lot by a lot owner shall be obtained only from the adjacent right-of-way established by the Company for such purpose.

19. Each lot owner, by his purchase of the lot covered by these Amended Valley Covenants, thereby agrees to and supports the abandonment of State Route 634 to the Company or the Association, provided such road shall then be made a part of the Wintergreen road system as it is operated and maintained by the Wintergreen Property Owners Association.

20. In the event an approval shall be requested in a writing delivered to the Company or its designated representative for any item or action covered by these covenants, and the Company shall take no action on such request for a period of thirty (30) days following receipt of such request, such item or action shall be taken as approved by the Company.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivide the property immediately abutting the property shown on plats identified in the Realty records in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be

deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of the covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligations or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

5. The Company shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Company whether given, granted or withheld.

6. Wintergreen Property Owners Association, Inc. has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in Deed Book 137, at Page 589 as amended by documents recorded in said Clerk's Office in Deed Book 147, at Page 269, at Deed Book 15 1, at Page 672, at Deed Book 169, at Page 508 and at Deed Book 223, at Page 474. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by the Wintergreen Property Owners Association, Inc.

7. **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court of other tribunal having jurisdiction over the parties hereto and the subject matter thereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

WINTERGREEN DEVELOPMENT, INC.

By: Edward P. Spears
President

ATTEST: Stuart R. Sadler

STATE OF VIRGINIA

To-Wit:

COUNTY OF NELSON

Personally appeared Edward P. Spears and Stuart R. Sadler and acknowledged the same to be their free act and deed before me this 12th. day of March, 1986.

My commission expires: 1-20-87

LESLEY A. ROWE
Notary Republic

AFFIX

NOTARIAL

SEAL:

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF THE WINTERGREEN PROPERTY OWNERS ASSOCIATION

[Incorporating First Addendum to Amended and Restated Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association dated November 29, 2008]

THIS DECLARATION, made this 1st day of February 2000, by Wintergreen Property Owners Association, Inc. a Virginia non-profit corporation, hereinafter called "Association".

INTRODUCTION:

The Association, along with Wintergreen, a Virginia Limited Partnership, recorded a Declaration of Covenants and Restrictions ("Original Declaration") dated September 26th, 1974 governing the real property known as Wintergreen in order to create a planned development community with a balanced representation of residential, commercial and recreational uses. The Original Declaration was recorded in the Clerk's Office of Nelson County in Deed Book 137 at page number 589.

The Association desires to amend and restate the Original Declaration to reflect changes necessitated by the transition to homeowner control of the Association and other changes in the operation and development of the Property.

At a meeting of the Association held on November 27th, 1999, pursuant to notice dated October 22nd, 1999, at which a quorum was present, the members voting in person and by proxy approved this Amendment by casting 3247 votes in favor of the Amendment out of 3327 present, which represent 752 more votes than the 2495 required by Article VIII, Section 2 of the Declaration for approval.

This Amendment and Restatement was thereby approved and shall become effective on February 1, 2000.

THEREFORE, the Association declares that the real property previously subjected to the Original Declaration and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to these Amended and Restated Covenants and Restrictions ("the Declaration").

ARTICLE I – DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) “Association” shall mean and refer to Wintergreen Property Owners Association, Inc., a Virginia non-profit corporation, its successors and assigns.

(b) “Wintergreen” shall mean and refer to the lands in Augusta and Nelson Counties, Virginia, which are subject to this Declaration.

(c) “Developer” shall mean Wintergreen, A Virginia Limited Partnership, its successors and assigns.

(d) The “Properties” shall mean and refer to the Existing Wintergreen Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof.

(e) “Lot” or “Residential Lot” shall mean any subdivided but unimproved parcel of land located within the Properties which is intended for use as a site for a single family detached dwelling, townhouse, or garden home (Patio or Zero lot line) as shown upon any recorded final subdivision map of any part of the Properties. “Residential Lot” shall also include a “Back Country Parcel” on which more than one (1) single family dwelling may be permitted. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessments as improved properties.

(f) “Multiple-Family Tract” shall mean any unimproved parcel of land located within the Properties, intended for development of attached residential units including townhouse lots, condominiums and apartments. For the purposes of this Declaration, a parcel of land shall not be deemed a “Multiple-Family Tract” until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for multiple-family use is recorded in the Offices of the Clerks of Circuit Court of Augusta or Nelson County, Virginia, and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties. Townhouse lots shall become

"Residential Lots" at such time as they appear on a plat recorded in said Clerk's Offices.

(g) "Back Country Parcel" shall mean and refer to parcels in Wintergreen generally containing five (5) acres or more which are designated as "Back Country Parcels" on plats of subdivisions filed in the Office of the Clerks of Circuit Court of Augusta or Nelson County, Virginia.

(h) "Public or Commercial Site" shall mean any unimproved parcel of land within the Properties, intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents of Wintergreen and/or the public, including but not limited to: business and professional offices facilities for the retail sale of goods and services; banks and other financial institutions; social clubs; restaurants; hotels, motels, inns; theaters; lounges; indoor recreational facilities; transportation terminals or stations; automobile parking facilities, fuel stations, and condominium regimes designed for mixed commercial and residential uses, provided, however, that a "Public or Commercial Site" shall not include property upon which improvements are to be built which also qualifies as a Multiple-Family Tract. For the purposes of this Declaration, a parcel of land shall not be deemed a "Public or Commercial Site" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a public or commercial site is recorded in the Office of the Clerks of Circuit Court of Augusta or Nelson County, Virginia, and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(i) "Development Unit Parcel" shall mean and refer to those parcels or tracts of land which have been made subject to covenants and restrictions permitting the division of such parcel or tract into smaller land units such as Residential Lots, Multiple-Family Residential Tracts, or Public or Commercial Sites.

(j) "Unsubdivided Land" shall mean and refer to all land in the Existing Wintergreen Property described in Article II hereof and all land contiguous to or near the Properties, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof which has not been subdivided into Residential Lots, Back Country Parcels, Multiple-Family Tracts, Public or Commercial Sites, or Development Unit Parcels, through metes and bounds subdivision plats filed for record in the Office of the Clerks of Circuit Court of Augusta or Nelson County, Virginia. For the purposes of this Declaration, the following classifications of Property

shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof:

(1) All lands committed to the Association through express, written notification to the Association of intent to convey to the Association.

(2) All lands designated on the Master Plan for intended use or by actual use if applicable, for outdoor recreation facilities; woodland, marsh and swamp conservancies; places of worship; community, civic, and cultural clubs; libraries; nursery and other schools and instructional centers, and charitable institutions.

(3) All lands designated, in any way, as Common Properties.

(k) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single-family dwelling, including without limitation any single-family detached dwelling, garden home (Patio or Zero lot line), condominium unit, townhouse unit, cooperative apartment unit, or apartment unit located within the Properties. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to assessment as improved properties.

(l) "Public or Commercial Unit" shall mean and include any improved parcel of land within the Properties which is intended and designated to accommodate public, commercial or business enterprises to serve residents and/or the public, including but not limited to all those enterprises enumerated in subparagraph (h). A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to assessment as improved properties.

(m) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Offices of the Clerks of Circuit Court of Augusta or Nelson County, Virginia, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Residential Lot, Back Country Parcel, Family Dwelling Unit, Multiple-Family Tract, Public or Commercial site, Public or Commercial Unit, Development Unit Parcel, or Unsubdivided Land situated upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and until such mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term

“Owner” mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Offices of the Clerks of the Circuit Court of Augusta or Nelson County, Virginia, a long-term contract of sale covering any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(n) “Tenant” shall mean and refer to the lessee under a written agreement for the rent and hire of a Dwelling Unit or Public or Commercial Unit in Wintergreen.

(o) “Resident” shall mean and refer to each Owner and Tenant of a Dwelling Unit.

(p) “Member” shall mean and refer to all those Owners who are Members of the Association as defined in Section 1 of Article III.

(q) “Master Plan” shall mean and refer to the drawing which represents the conceptual plan for the future development of Wintergreen. Since the concept of the future development of Wintergreen may be subject to revision and change, present and future references to the “Master Plan” shall be references to the latest revision thereof.

(r) “Intended for Use” shall mean the use intended for various parcels within the Properties as shown on the Master Plan of Wintergreen as the same may be revised from time to time, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds which conveyed the property.

(s) “Common Properties” shall mean and refer to those tracts of land with any improvements thereon which are owned by or leased to the Association and designated in said deed or lease as “Common Properties.” The term “Common Properties” shall also include any personal property acquired by the Association if said property is designated a “Common Property.” All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners, residents, and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the

Association) subject to the fee schedules and operating rules adopted by the Association, provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease.

(t) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association.

(u) "Wintergreen Partners, Inc." or "Partners" shall mean and refer to Wintergreen Partners, Inc., a Virginia non-stock corporation, its successors and assigns.

ARTICLE II

Section 1. Existing Wintergreen Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these covenants is described as follows:

All that tract or parcel of land, situate, lying and being in Nelson County and Augusta County, Virginia, which is more particularly described in Exhibit "B" to the Original Declaration.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Wintergreen Property."

Section 2. Additions to Existing Wintergreen Property. Additional lands may become subject to this Declaration in the following manner.

(a) *Additions.* During the period of development, which shall by definition extend from date to January 1, 2005, the Developer, its successors, and assigns, shall have the right, without further consent of the Association to bring within the plan and operation of this Declaration the additional property described in Exhibit "B" to the Original Declaration, any property for which such additional property is exchanged if the property acquired by exchange is contiguous or nearly contiguous to the "Properties" or any other property contiguous to properties described in Exhibit "B". Such property may be subjected to this Declaration as one parcel or as smaller parcels at different times. The additions authorized under this and the succeeding subsection,

shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration, but such modifications shall have no effect on the property described in Section 1, Article II above.

(b) *Other Additions.* Upon approval in writing of the Association pursuant to simple majority of the vote of those present at a duly called meeting and if prior to January 1, 2005, the written approval of the Developer, the Owner of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration, but such modification shall have no effect on the property described in Section 1, Article II above.

(c) *Mergers.* Upon merger or consolidation of the Association with another association, as provided for in the by-laws of the Association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Existing Wintergreen Property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, change, or addition to the covenants established by this Declaration within the Existing Wintergreen Property, including, without limitation, the maximum limits on assessments and dues of

the Association, or any other matter substantially affecting the interests of Members of the Association.

(d) Additional lands which become subject to this Declaration under the provisions of this Section II may in the future be referred to as a part of Wintergreen.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association.

Section 2. Voting Rights.

(a) The Association shall have the following two types of regular voting membership and one type of special voting membership:

(1) TYPE "A": Type "A" Members shall be all Owners of Residential Lots and Family Dwelling Units. A Type "A" Member shall be entitled to one vote for each Residential Lot or Family Dwelling Unit which he owns.

(2) TYPE "B": Type "B" Members shall be all those Owners of Public or Commercial Units exclusive of the Resort Owner (as hereinafter defined). Type "B" Members shall be entitled to one vote for each 1,000 square feet of enclosed public or commercial space; provided, however, that the Type "B" Owners shall not be permitted to vote for the at-large Directors of the Association, which Directors shall be elected only by the Type "A" Members. In computing the number of votes to which a Type "B" Members shall be entitled, any such unit containing less than 1,000 square feet shall entitle its owner to one vote. In computing the number of vote attributable to Public or Commercial Units, all fractions shall be rounded to the nearest whole number.

(3) TYPE "D": The owner of the Resort, its successors and assigns (collectively, the "Resort Owner"), shall be the Type "D" Member and shall be entitled to one (1) vote for each Residential Lot or Family Dwelling Unit owned by the Resort Owner, and one (1) vote for each 1,000 square feet of enclosed public or commercial space owned by the Resort Owner, as the case may be; provided, however, that the Resort Owner shall not be permitted to vote for the at-large Directors of the Association, which Directors shall be elected only by the Type "A" Members.

(b) When any property entitling the Owner to membership as a Type "A" or Type "B" Member of the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property or if property is owned by a corporation or other business entity, then such owners shall file with the Secretary of the Association an instrument in writing signed by all such Owners and designating one Owner (or in the case of a corporation, one of its officers) to cast the vote or votes which are attributable to such property.

(c) The principles of this Section shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

Section 3. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The size and composition of the Board of Directors, and the term of each Director, shall be as set forth in the Bylaws; provided, however, that (i) the size of the Board of Directors shall not be less than five (5) directors; (ii) two (2) Directors shall be appointed by the Type "D" Member and the remainder of the Directors shall be elected by the Type "A" Members at the Annual Meeting of the Association; (iii) at least one (1) at-large Director shall be the Owner of either a Lot or Dwelling Unit located in the Valley Village portion of Wintergreen, as depicted on the Master Plan; and (iv) at least one (1) at-large Director shall be the Owner of either a Lot or Dwelling Unit located in the Mountain Village portion of Wintergreen, as depicted on the Master Plan.

Section 4. Members to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, an increase of maximum assessments by the Association in excess of that provided for herein, and the addition of functions or services which the Association is authorized to perform. In the event fifty-one percent (51%), or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor. The Members may require a Referendum on any action of the Board of Directors by presenting to the

secretary of the Board within sixty (60) days of the taking of such action or ratification by the Board of its intent to take such action a petition signed by not less than twenty percent (20%) of the Members.

Section 5. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members shall be as provided in the Bylaws, except with respect to proposed amendments of this Declaration, which shall be governed by the quorum requirement established in Article VIII, Section 2 (Amendments) of this Declaration.

Section 6. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by Proxy authorized in writing, provided, however, that Proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed or delivered to the Association.

Section 7. Ballots By Mail. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against each motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 of this Article III. Such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment in Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A", "B" and "D" Member (except in the case when the property entitling the Owner to membership as a Type "A" or "B" Member of the Association is owned of record in the name of two or more persons or entities then the Owner as designated to vote for the owners of said property according to Article III, Section 2 hereof shall be the sole member for said property except as provided for herein) and every guest or tenant of such Type "A", "B" and "D" Member shall have an easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Back Country Parcel, Family Dwelling Unit, Multiple Family Tract, Public or Commercial Site, Public or Commercial Unit, or Development Unit Parcel.

A Member's spouse and dependent children shall have the same easement of enjoyment hereunder as a Member.

In those instances where a Lot or Dwelling Unit or other property in Wintergreen owned or occupied as a tenant by two (2) or more persons having an equal interest in said property (who do not have the relationship of spouse or child one to the other) or by a corporation, such joint owners of an equal interest in said property or such corporation may appoint up to three (3) persons as "Primary Members". Each such Primary Member shall have the same easement of enjoyment in the Common Properties as Members who own or occupy such property singularly, provided that each property having two (2) Primary Members only, shall pay the same assessment as though the property had only one Primary Member and further provided, that each property having three (3) Primary Members shall pay an assessment 1 ½ times the assessment that would be levied against the property were it owned by an individual alone. Primary Members appointed from a lot owned by a corporation must be officers, directors, or employees of said corporation. The remaining part owners of property at Wintergreen, not designated Primary Members, and the principal officers of a corporation owning property at Wintergreen, not designated Primary Members, shall be entitled to an easement of enjoyment in the Common Properties only as guests of a Primary Member.

Section 2. Purchase or Sale of Common Properties. Common Properties may be acquired by the Association if approved by a vote of sixty percent (60%) of the total votes in a Referendum of Type "A" Members.

Common Properties may be sold or transferred by the Association if approved by a vote of seventy-five percent (75%) of the total votes actually cast in a Referendum of the Residential Owners; provided, however, that if Common Properties are proposed to be sold or transferred to (i) a nonprofit entity whose sole or primary purpose is to serve Wintergreen, or (ii) a public service company serving Wintergreen, or (iii) a political subdivision of the Commonwealth of Virginia, the Association may approve such sale or transfer by a vote of fifty-one percent (51%) of the total votes actually cast in a Referendum of Type "A" Members.

Section 3. Extent of Members Easements. The easements of enjoyment created hereby shall be subject to the following, in addition to being subject to the provisions of the Virginia Property Owners' Association Act, § 55-508 et seq., Code of Virginia (1950), as amended (the "Act"), including the due process provisions of § 55-513:

(a) The right of the Association to assume and pay any liens or encumbrances against the Common Property at the time of conveyance; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and

(c) The right of the Association, to suspend the rights and easements of enjoyment of any Member or Tenant or Guest of any Member for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and provided that the Association shall not suspend the right to use any roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use.

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, and any facilities included therein, including the right of the Association to charge a reasonable toll for the use of any roadways belonging to the Association, provided, however, that such rights of the Association shall not be construed to impair or qualify an Owner's rights of ingress and egress to his property.

(e) For so long as a Member's assessments payable to the Association are not in arrears, there shall be no fee or toll assessable against such Member, his family, guests, tenants, suppliers, or other business invitees. This paragraph shall be construed to mean that for so long as each Type "D" Member is current in the payment of its assessments due the Association, that its respective suppliers, material men, contractors, agents, guests, prospects and other business invitees, including skiers, shall be exempt from the payment of road tolls and/or use fees. Subject to the payment of Association assessments, Partners shall have the right to park the vehicles of skiers and other resort guests along the road rights-of-way in accordance with any rules and regulations adopted by the Board of Directors to ensure that such parking shall not unreasonably hinder traffic on such roads. Subject to the above limitations, the Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of the Association's roadways, including, but not limited to the types and sizes of vehicles permitted to use such roads, the maximum and minimum speeds of vehicles using said roads,

all other necessary traffic and parking regulations and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of the Commonwealth of Virginia or of Nelson or Augusta Counties, Virginia, shall not make such restrictions unreasonable.

(f) The right of the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Properties.

(g) The right of the Association to give or sell all or any part of the Common Properties, including lease-hold interests, to any public or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gifts or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized pursuant to Article IV, Section 2, and subject to the quorum requirements established by Article III, Section 5, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

(h) The rights of reversion of the Lessor of any Common Properties leased by the Association upon expiration of the lease.

(i) The Association shall not infringe upon or in any way inhibit or interfere with the Members' Easements of Enjoyment in the Common Properties by permitting or allowing the above or below ground construction or installation of any lines, facilities, structures or any other appurtenances relating to the transmission of utilities on any Common Properties. This provision shall only apply to transmission line utilities and shall not apply to any utilities that cross upon, above or below any Common Properties for the purpose of providing services or utilities directly to the Association or any Members.

Nothing in this section shall create any rights, remedies or liabilities for any Member in contravention of Va. Code Section 55-516.2.

ARTICLE V - COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner covenants, and each Owner of any Residential Lot, Back Country Parcel, Family Dwelling Unit, Multiple Family Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, or Unsubdivided Land, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) Annual assessments or charges; (2) Special assessments or charges for the purposes set forth in this Article; and (3) Individual assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The Annual, Special and Individual assessments, together with such interest at the judgment rate used by the Circuit Courts of Augusta and Nelson Counties, a late payment penalty of fifteen percent (15%) and, costs of collection therefor (including reasonable attorneys' fees) as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is levied. Each such assessment, together with such interest thereon, late payment penalties and cost of collection (including reasonable attorneys' fees) as hereinafter provided, shall also be the personal obligation of the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, Back Country Parcel, Family Dwelling Unit, Multiple Family Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, or any Unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Common Properties, and to provide services which the Association is authorized to provide. In carrying out these duties, the Association may expend funds derived from the assessments to make payments of principal and interest as consideration for the conveyance to the Association of Common Properties.

Section 3. Application of "Maximum" Assessment. The maximum annual assessment, as set forth in the schedule below, and as is annually increased pursuant to the provisions of subparagraph (g) below, may be levied by the Association. If, however, the Board of the Association, by majority vote, determines that the functions of the Association may be properly funded by an assessment less than that set forth below, it may levy such lesser assessment. The levy of an assessment less than the maximum regular assessment in one year shall not affect

the Board's right to levy the maximum assessment in subsequent years. If the Board of Directors shall levy less than the regular assessment for any assessment year and thereafter, during such assessment year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a supplemental assessment. In no event shall the sum of the initial and supplemental regular annual assessments for that year exceed the applicable maximum regular assessments.

If the Board of the Association, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any year by the Maximum Regular Annual Assessment, it may call a Referendum requesting approval of a specified increase in such assessment. Should sixty percent (60%) of the votes cast in such Referendum be in favor of such Referendum, the proposed increased assessment shall be levied. An increase in assessments in any year pursuant to a Referendum taken shall in no way affect assessments for subsequent years.

(a) The maximum annual assessment shall be the sums calculated in accordance with the following schedules as shall be increased in each instance, with the exception of the Amenity Fee (as hereinafter defined), by an inflation adjuster as set forth in this Article V, Section 3(g).

PROPERTY TYPE	MAXIMUM ANNUAL ASSESSMENT
Residential Lots	One (1) Assessment Unit each.
Family Dwelling Units	One and one-half (1.5) Assessment Units each.
Lots or Dwelling Units with Three (3) Primary Members	One and one-Half (1.5) Assessment Units each.
Public & Commercial Units	One (1) Assessment Unit for each vote authorized pursuant to Article III, Section 2 of this Declaration.
Resort	1% of the audited gross revenues of the Resort each year (the "Amenity Fee").

(b) The Assessment unit for 2008 shall be \$740.00 *.

** The Assessment unit for 2018 has been set at \$1,149.00.*

(c) Property shall not be classified for purposes of these covenants and these Annual Assessments as a Residential Lot until the first day of the Quarter immediately following the date that the property has been conveyed to the initial purchaser.

(d) The Annual Assessments shall be billed annually commencing on the first day of January of each year. The Resort Owner, its successors and assigns, shall permit the Association or its designated Agent to examine its records to the extent reasonably necessary to determine that the proper assessments are being paid. All Assessments shall be due and payable sixty (60) days from the date of mailing the same.

(e) The Owner of any assessable property which changes from one category to another during an assessment year shall be billed for the remaining full quarters of such year to reflect the category change. Upon the initial sale by a developer, "Development Unit Parcels" shall change category to the category of "Residential Lots", "Family Dwelling Units", or "Public or Commercial Units", as the case may be. The date for any category change for a piece of property shall be the date the property was conveyed from a developer or the Type "D" Member to a Type "A" or Type "B" Member. The date for the change in assessment from an undeveloped homesite to a family dwelling unit for a Type "A" Member shall be the date of the occupancy permit therefor. No owner of Type "B" Member property shall be billed for any assessment thereon until a certificate of occupancy shall have been issued for said property.

(f) All assessments charged by the Association shall be rounded off to the nearest dollar.

(g) The maximum annual assessment, with the exception of the Amenity Fee, shall be increased each year by the Board of Directors by an amount not in excess of ten percent (10%) per year over the previous year, or the percentage increase between the first month and the last month on an annual assessment period in the *Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100* (hereafter "C.P.I."), as published by the U.S. Bureau of Labor Statistics, over the twelve (12)-month period ending with the next-to- last month of the immediately preceding annual assessment period, whichever is larger. However, the Board of Directors may suspend such automatic increase for any one (1) year in its own discretion and may institute such lesser increase as it may determine in the best interests of the Association. In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index

published by the United States Government that may be procured indicating changes in the cost of living.

Any increase in the fixed amount of the maximum Regular Annual Assessment shall be made in such a manner that the proportionate increase in such assessment is the same for Owners of Residential Lots, Back Country Parcels, Family Dwelling Units, Public or Commercial Units, and Development Unit Parcels. Any time the actual assessment levied by the Board of Directors of the Association is less than the Maximum Regular Annual Assessment such decrease of the actual assessment shall be proportionate among the Owners of Residential Lots, Back Country Parcels, Family Dwelling Units, Public or Commercial Units, and Development Unit Parcels.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual regular assessments authorized by Section 3 hereof, the Board of Directors shall have the power to levy a special assessment against its members if the purpose of doing so is found by the Board to be in the best interests of the Association and the proceeds of the assessment are used primarily for the maintenance and upkeep of the common area and such other areas of responsibility expressly provided in this Declaration, including capital expenditures. A majority of votes cast, in person or by proxy, at a meeting of the membership convened in accordance with the provisions of the Association's bylaws within sixty days of promulgation of the notice of the assessment shall rescind or reduce the special assessment.

This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximum set forth in Section 3 of this article plus an additional special assessment or assessments. Such special assessment(s) in any one year may not exceed a sum equal to the amount of the maximum regular annual assessment for such year except for emergency or repairs required as a result of storm, fire, natural disaster or other casualty loss. The fact that the Association has made an annual assessment for an amount up to the permitted maximum shall not affect its right to make a special assessment during the year.

The proportion of each special assessment to be paid by the owners of the various classifications of assessable property shall be equal to the proportion of the regular assessments made for the assessment year during which such special assessments are made.

Section 5. Special Assessments for Construction. In addition to the regular annual assessments authorized by Section 3 hereof and the special assessments for improvements and additions authorized by Section 4 hereof, the Association

shall levy a special assessment for construction, the amount of which shall be determined by the Board of Directors and which shall be levied on the following classifications of properties:

PROPERTY TYPE	BASIS OF SPECIAL ASSESSMENT
Detached Single-Family Dwelling	per unit
Attached Multi-Family Dwelling & Condominium Units	per unit
Public & Commercial Units	per 1,000 sq.ft. of enclosed commercial space

In computing the construction assessment attributable to Public or Commercial units, the assessment shall in no case be less than \$150.00 and, in the event, that a unit contains a fraction of 1,000 square feet, the assessment for the fraction shall be prorated according to the size of said unit.

This construction assessment shall be levied at the time that the plans for the construction are submitted for approval to the Wintergreen Architectural Review Board. This construction assessment shall be levied against all Type "A", Type "B" and Type "D" members of the Association. All assessments for construction shall be used for the same purposes as the annual assessments levied by the Association.

Section 6. Reserve Funds. The Association may establish reserve funds from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss, and (c) initial costs of any new service to be performed by the Association.

Section 7. Change in Maximum Amounts of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article II, Section 2, hereof, and under the Bylaws of the Association.

Section 8. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of

the Owner; the Lien; Remedies of Association. If the assessment is not paid on or before past-due date specified in Section 3 hereof, then such assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the due date, late payment penalties and cost of collection thereof as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

Section 10. Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any deed or deeds of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by the creditor to a subsequent owner, provided, however, that the creditor shall not be liable for assessments until it has held title to the property for more than one (1) year. Sums collected by foreclosure of said Deed of Trust shall be applied first to the indebtedness secured thereby and all cost of collection, second to past due assessment and third to assessments which have accrued but have not become due and payable.

Section 11. Exempt Property. The following property, individuals, partnerships or corporations subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

- (a) The grantee in conveyances made for the purpose of granting utility easements;
- (b) All Common Properties;
- (c) Property which is used for any of the following purposes:
 - (1) In the maintenance and service of facilities within Common

- properties;
- (2) Places of worship;
- (3) Schools;
- (4) Non-profit, governmental, and charitable institutions.

Section 12. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000.00. Such officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

Section 13. Annual Budget. The Board of Directors shall prepare and make available to all Members at least thirty (30) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

Section 14. Individual Assessment. The Board of Directors shall have the power to assess an Owner's Lot or Dwelling Unit or other property individually: (i) for the amount of any charges imposed on that Owner pursuant to Article VII (Architectural Review of Common Properties); (ii) for any costs incurred by the Association for which that Owner is responsible under Article VIII, Section 10 (Additional Liability); and (iii) for contractual charges levied pursuant to Section 15 hereof (Optional Expenses) and Article VI, Section 3 (Services). Each such Individual assessment shall be due within thirty (30) days after notice thereof is given to the Owner unless the notice specifies a later date.

Section 15. Optional Expenses. Upon request, the Association may provide certain services, as specified in Article VI, Section 3, to Owners on a contractual basis; provided, however, that the charge for such services shall be assessed against such Owner's Lot(s) or Dwelling Unit(s) or other property within Wintergreen in accordance with the terms of the contract.

Section 16. Transfer Fee. The developer of each unit or lot located within those areas of the Master Plan labeled as "Future Development" shall pay to the Association, unless expressly waived in writing by the Board of Directors, the Transfer Fee (as hereinafter defined) upon the first sale of a newly constructed dwelling or unit. The Transfer Fee shall be paid to the Association at closing upon such transfer and, unless otherwise determined by the Board of Directors, used by the Association to maintain the Common Properties. Payment of the Transfer Fee shall be the joint and several obligations of both the selling and the purchasing Owners. In the event of non-payment of such Transfer Fee, the amount due shall bear interest as set forth in Article V, Section 1, of the Declaration, shall constitute a lien on the developer's property in Wintergreen, and shall be collectible as an Assessment. The Transfer Fee for 2008 shall be equal to \$2467.00 and shall be subject to annual increase pursuant to the inflation adjuster specified in subsection (g) of Article V, Section 3.

ARTICLE VI - FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Common Properties. The Association shall be authorized to own, lease and/or maintain common properties and equipment, furnishings, and improvements devoted to the following uses:

- (a) For roads or roadways, and parkways along said roads or roadways throughout the Properties;
- (b) For sidewalks, walking paths or trails, bicycle paths, jeep trails, equestrian centers, and bridle paths throughout the properties;
- (c) For transportation facilities throughout the Properties other than privately owned automobiles, e.g. buses, electric vehicles, etc., paid for by special assessment as provided for in Article V, Section 4 hereof.
- (d) For security and fire protection services including security stations, maintenance building and/or guardhouses, police equipment and fire stations and fire fighting equipment; and buildings used in maintenance functions.
- (e) For emergency health care including ambulances and emergency care medical facilities and the equipment necessary to operate such facilities;
- (f) For providing any of the services which the Association is authorized to offer under Section 3 of this Article;

(g) For purposes set out in deeds or long-term leases by which Common Properties are conveyed or leased to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 4 of this Article;

(h) For lakes, play fields, camps and campgrounds, lookout stations, historic parks, wildlife areas, fishing facilities, other recreational facilities of any nature, and community meeting facilities serving the Properties; and

(i) For water and sewage facilities and any other utilities, if not adequately provided by a private utility, Nelson County or Augusta County, or some other public body.

Section 2. Authority to Purchase Common Properties. The Association shall be authorized to purchase or lease properties following approval of the Members pursuant to the requirements of Section 2 of Article IV hereof. The purchase price may be financed, in whole or in part. The general terms of the financing must also be approved by the Members pursuant to the requirements of Section 2 of Article IV hereof.

Section 3. Services. The Association shall be authorized but not required to provide the following services:

(a) The Association shall be responsible for the management, maintenance and upkeep of all of the Common Properties, including without limitation: (i) open areas; (ii) roadways; and (iii) all other improvements located on the Common Properties. The cost of such management, maintenance and upkeep shall be charged to Owners as a Common Expense. If the Board of Directors determines that certain maintenance or upkeep was necessitated by the negligence, misuse or willful misconduct of an Owner or for which an Owner is responsible pursuant to Article VIII, Section 10, the cost of such maintenance or upkeep shall be assessed against such Owner's property at Wintergreen pursuant to Article V, Section 2(e). The Board of Directors shall establish the standards for maintenance and upkeep of the Common Properties in its sole discretion.

(b) The Association shall be authorized but not required to provide the following services:

(1) Landscaping of roads and parkways, sidewalks and walking paths and any Common Properties;

- (2) Transportation facilities other than privately owned automobiles, e.g., buses, electric vehicles, etc., paid for by special assessment as provided for in Article V, Section 4 hereof;
- (3) Lighting of roads, sidewalks and walking paths throughout the Properties;
- (4) Police protection and security, including but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Existing Wintergreen Property, and assistance in the apprehension and prosecution of persons who violate the laws of Virginia within the Properties;
- (5) Fire protection and prevention;
- (6) Garbage and trash collection and disposal;
- (7) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;
- (8) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;
- (9) Maintenance of all lakes, streams and creeks located within the properties, including the stocking of such lakes, streams and creeks;
- (10) To take any and all actions necessary to enforce all covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties;
- (11) To set up and operate an Architectural Review Board;
- (12) Improvement of fishing available to Members within the Properties;
- (13) To conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;

- (14) To provide legal and scientific resources for the improvement of air and water quality within the Properties;
- (15) To maintain water search and rescue boats for the protection and safety of those in the waters located on or adjacent to the Properties;
- (16) To provide safety equipment for storm emergencies;
- (17) To support the operation of transportation services between key points of the Properties and the airports, other public transportation terminals and public centers serving the area surrounding the Properties with special assessment on the resort area as provided for in Article V, Section 4 hereof;
- (18) To construct improvements on Common Properties for use for any of the purposes or as may be required to provide the services as authorized in this Article;
- (19) To provide administrative services including but not limited to: legal, accounting and financial; and communication services informing Members of Activities, Notice of Meeting, Referendums, etc., incident to the above listed services;
- (20) To provide liability and hazard insurance covering improvements and activities on the Common Properties;
- (21) To provide water, sewage and any necessary utility services not provided by a public body or private utility;
- (22) To provide, conduct, or maintain water pollution and shoreline erosion abatement measures including, without limitation, maintenance and repair of shore revetments and groins;
- (23) To provide emergency, general and technical rescue services, including necessary and appropriate personnel, vehicles, equipment and facilities related thereto;
- (24) To provide any or all of the above-listed services under a written contract, the terms of which must be approved by the Board of Directors, to another association of owners of real property or to a political subdivision of the Commonwealth of Virginia.

Section 4. Obligation of the Association. With the exception of the duties imposed upon the Association by this Declaration and the Act, the Board of Directors shall determine which of the functions and services specified by the provisions of this Article shall be provided. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special assessments shall be submitted for referendum as herein provided.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions.

ARTICLE VII- ARCHITECTURAL REVIEW OF COMMON PROPERTIES

Section 1. Architectural Review. No building, wall, fence, swimming pool, or other structure shall be commenced, erected, or maintained upon the Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Architectural Review Board. This paragraph shall not apply to any property utilized by a governmental entity or institution.

The Architectural Review Board shall be composed of at least three (3) but not more than five (5) Members, all of whom shall be appointed by the Board of Directors of the Association.

ARTICLE VIII- GENERAL PROVISIONS

Section 1. Duration. The Covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association, the holder of any approval rights pursuant to assignment or transfer from the Developer, and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five (25) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10)

year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial twenty-five (25) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. The procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given to each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, and the total number of votes cast against the amendment. Such Addendum shall be recorded in the Offices of the Clerks of the Circuit Court of Augusta and Nelson Counties, Virginia.

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2 the presence at the meeting of the Members or proxies entitled to cast sixty percent (60%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty percent (50%) of the total vote of the Association.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one of two or more co-owners or co-tenants of real property in Wintergreen shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person, persons, or entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Member or any holder of any approval rights pursuant to assignment or transfer from the Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals contemplated under this Declaration, neither the Association nor the holder of any approval rights pursuant to assignment or transfer from the Developer shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 9. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Augusta or of Nelson County, Virginia which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Properties as set forth below:

(a) Each lot or parcel of land located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such lot or parcel to the Trustee. The amount of such annual assessment and its due date shall be determined solely by the Trustee, as the case may be, but the amount of such annual assessment on any particular lot or parcel shall not exceed the amount actually assessed against that lot or parcel in the last year

that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below.

(b) The rate of the minimum and maximum annual assessment which may be charged by the Trustee hereunder on any particular lot or parcel may be automatically increased each year by either ten percent (10%) or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas", whichever of these two percentage figures is larger. The actual amount of such increase in the regular maximum annual assessment on a lot or parcel shall equal the regular maximum annual assessments on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due annual assessment together with interest thereon at the maximum rate of interest permitted by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Trustee shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. The Trustee shall not have the obligation to provide for operation, maintenance, repair and upkeep of the Common Properties, once the funds provided by the annual assessment have been exhausted.

(e) The Trustee shall have the power to dispose of the Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one percent (51%) of the Owners of property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties by the Circuit Courts of Nelson and Augusta Counties, Virginia. The proceeds of

such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, second for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such Properties, third for the payment of any obligations distributed among the Owners of property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessments for all property located within the Properties.

Section 10. Additional Liability. Each Owner shall be liable to the Association for any costs incurred by the Association and the expenses of all upkeep and maintenance rendered necessary by such Owner's act or omission or the act or omission of such Owner's tenant and such Owner's (or tenant's) household members, guests, employees, agents or invitees, regardless of neglect or culpability, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse or occupancy of the Common Properties. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Declaration, Articles, Bylaws and such rules and regulations as the Board may enact by any Owner may be assessed against such Owner's property in Wintergreen as an Individual assessment.

**DECLARATION SUBJECTING A PORTION OF
WINTERGREEN NELSON AND AUGUSTA
COUNTIES, VIRGINIA TO A COVENANT AND
RESTRICTION AGAINST TIME-SHARING**

THIS DECLARATION, made this the 31st day of August, 1984, by Wintergreen Development, Inc., hereafter called, "Company",

WITNESSETH:

WHEREAS, the Company is the owner of certain real property described herein and desires to create thereon a planned development community with a balanced representation of residential, commercial and recreational uses to be known as "Wintergreen", which is more fully described on Exhibit A attached hereto; and

WHEREAS, the Company desires to provide for the preservation of values and to that end desires to restrict the development of time-sharing within Wintergreen.

Now, **THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that the Company, as evidenced by its execution of this Declaration, hereby subjects all real property described on Exhibit A hereto to the following covenant and restriction which shall run with the land and shall be binding on all parties and persons claiming under them including the Company, any successors in interest, and any and all grantees from the Company or its successors:

The Company hereby agrees for itself, its successors and assigns that no portion of the real estate described on Exhibit A hereto shall be used for the creation of any "time-share program" as such term is defined in the Virginia Real Estate Time Share Act, Chapter 21 of Title 5 of the Code of Virginia of 1950, as in effect as of the date hereof in the event of a violation or breach of this Covenant, any owner of any of the property described on Exhibit A hereto, the Wintergreen Property Owner's Association, Inc., Wintergreen Partners, Inc. or the Company, jointly and severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof. The failure to enforce any rights or restrictions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

WITNESS the following execution:

WINTERGREEN DEVELOPMENT, INC.

By: L. F. Payne, Jr.

STATE OF VIRGINIA

To-Wit:

COUNTY OF NELSON

The foregoing instrument was acknowledged before me this the 31st. of August, 1984, by L. F. Payne, Jr. as President of Wintergreen Development, Inc. on behalf of the Company.

My commission expires: 1-20-87

LESLEY A. ROWE

AFFIX
NOTARIAL
SEAL:

Exhibit A describes all property conveyed by Melba Investors Southeast, Inc. to Wintergreen Development, Inc. on August 31, 1985.

**AMENDED AND RESTATED
BY-LAWS
OF
WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
As Amended 4/20/18**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC. (the “Association”), and its principal office is located at 88 Wintergreen Drive, Wintergreen Resort, Virginia 22967, in Nelson County, Virginia.

**ARTICLE II
ASSOCIATION DOCUMENTS**

Section 1. Incorporation by Reference. The provisions of the Amended and Restated Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association, dated February 1, 2000, and duly recorded in the Clerk’s Office of the Circuit Court of Nelson County, Virginia, in Deed Book 464, page 793, et seq., and in the Clerk’s Office of the Circuit Court of Augusta County, Virginia, as Instrument Number 000002168, as the same may now or in the future be amended (the “Declaration”), are incorporated in and made part of these By-laws by this reference.

Section 2. Difference or Inconsistency. These By-laws shall be construed so as not to conflict with the Articles of Incorporation of the Association or the Declaration (collectively, the By-laws, the Articles of Incorporation of the Association, and the Declaration, all as amended from time to time, are referred to as the “Association Documents”). The Declaration shall control if there is any conflict among the Association Documents, except as to matters of compliance with the Virginia Non-stock Corporation Act, Chapter 10 of Title 13.1 of

the Code of Virginia (the “Act”), in which case the Articles of Incorporation shall control. The provisions of the By-laws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents. Specific provisions shall control general provisions, except that a construction consistent with Virginia law shall in all cases control over any construction inconsistent with Virginia law. The Association Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others.

Section 3. Defined Terms. All terms defined in the Declaration shall have the same meanings herein as in the Declaration, unless a different meaning is clearly required by the context in which such terms are used in these By-laws.

ARTICLE III

PURPOSES OF THE ASSOCIATION

The Association is created for the purpose of acting as a “community association”, as that term is defined in Section 13.1-814.1(A) of the Code of Virginia (1950), as amended, supplemented or replaced from time to time (the “Code of Virginia”), for Wintergreen (the “Property”, as that term is defined in the Declaration), located in Nelson County and Augusta County, Virginia, to enforce and administer the Declaration and to exercise all rights granted to, and carry out all duties imposed upon, the Association therein. The powers, duties and responsibilities of the Association shall be limited (i) to those which are expressly or by implication granted to or imposed upon it by the Code of Virginia or other applicable law, (i) to those which are expressly or by implication granted to or imposed upon it by the Declaration, and (ii) by the terms of all easements encumbering the Property, and shall include such powers,

duties and responsibilities which are reasonably necessary to effectively execute and undertake such purposes for the benefit of the Members and to effectively administer its corporate affairs as a non-stock corporation pursuant to, and to the extent authorized by, the Act.

ARTICLE IV

MEMBERS

Section 1. Membership. Every Owner shall be a Member of the Association. The membership of the Association shall consist of the three classes specified in Section 2 of Article III of the Declaration, namely the Type “A” Members, the Type “B” Members, and the Type “D” Member.

Section 2. Voting Rights.

(a) The respective voting rights of the Type “A” Members, the Type “B” Members, and the Type “D” Member shall not be equal and shall be as set forth in Section 2 of Article III of the Declaration.

(b) In the event the land records of Nelson County and Augusta County, Virginia, indicate that any Lot is owned of record by a corporate entity or other entity that is not a natural person or is owned of record in the name of two or more persons or entities, such record owner or owners shall file with the Secretary of the Association an instrument signed by all such record owners designating one natural person to cast the vote or votes which are attributable to such Lot. The Association may rely upon this instrument for all purposes related to notice or voting with respect to the record owners of such Lot, and, to the extent possible, the principles of this Section 2(b) shall apply to the execution of proxies, waivers, consents, or objections and for the purposes of ascertaining the presence of a quorum.

Section 3. Proxies. Each Member shall be entitled to name a proxy to cast any votes to which such Member is entitled. Proxies shall be appointed in the manner set forth in

Section 13.1-847(B) of the Code of Virginia, which may include electronic transmission. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 4. Delinquency. No Member may vote at any meeting of the Association or in any referendum, consent to any action without a meeting, or be elected to serve on the Board of Directors if payment by such Member of any financial obligation to the Association is delinquent more than sixty days and the amount necessary to bring the account current has not been paid at the time of such vote, consent or election.

ARTICLE V

MEETING AND VOTING OF MEMBERS

Section 1. Annual Meetings. An annual meeting of the Members (an “Annual Meeting”) shall be held at 10 o’clock a.m. on a Saturday in October or November each year, or at such other time and date as the Board of Directors may determine is in the best interests of the Association. Annual Meetings of the Members shall be held at the Property.

Section 2. Special Meetings. The President or a majority of the then-serving members of the Board of Directors may call meetings of the Members in addition to the Annual Meeting of Members (each such meeting, a “Special Meeting”). Special Meetings may also be called upon written request of Members entitled to cast 25% of all the votes of all the Type “A” Members, the Type “B” Members, and the Type “D” Member, voting together as a single voting group. Special Meetings of the Members shall be held at the Property.

Section 3. Participation by Conference Telephone. Any or all Members may participate in an Annual Meeting or a Special Meeting by use of conference telephone or any other means of communication by which all Members participating may simultaneously hear

each other during the meeting. A Member participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 4. Notice of Meetings. Except as otherwise expressly provided in these By-laws, written notice of each meeting of the Members specifying the place, day and hour of the meeting, and in the case of a Special Meeting, the purpose or purposes of the meeting, shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by facsimile telecommunication or other form of electronic transmission consented to by the Member to whom the notice is given, or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, to each Member entitled to vote at the meeting, no less than ten or more than sixty days before the meeting date; provided that notice of a meeting to act on an amendment of the Articles of Incorporation or the Declaration, a plan of merger or domestication, a proposed sale of assets or the dissolution of the Association shall be given not less than thirty nor more than sixty days before the meeting date. Nothing in these By-laws shall prohibit or deny any Member the right to waive, in writing or as otherwise provided by law, notice of a meeting.

Section 5. Quorum and Voting at Meetings. Except as may otherwise be provided by these By-laws, at any meeting, the presence of Members or their proxies entitled to cast 20% of the total votes entitled to be cast shall constitute a quorum for any action by the Members. If, however, such quorum shall not be present or represented at any meeting, a simple majority (more than 50%) of the Members present at the meeting and entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. As

specified in Section 2 of Article VIII of the Declaration, amendments to the Declaration require a greater percentage of votes represented in person or by proxy to constitute a quorum (either 60% or 50% of the total votes entitled to be cast by the Members, as applicable) and require approval by a greater proportion (75% of the votes actually cast by the Members, provided that such proportion represents at least a simple majority of the votes entitled to be cast by the Members present in person or represented by proxy at a duly held meeting at which a quorum is present, as required by Section 13.1-849 of the Code of Virginia). Unless a greater or different proportion is required by the Act or by the Association Documents, approval by a simple majority (more than 50%) of the votes entitled to be cast by the Members who are present in person or represented by proxy at a duly held meeting at which a quorum is present shall be necessary for the adoption of any other matter voted upon by the Members. Members entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those Members exists with respect to that matter.

Section 6. Record Date; List of Members. The date for determining which Members are entitled to vote at each meeting of the Members as reflected by the land records of Nelson County and Augusta County, Virginia (the "Record Date") shall be at the close of business on the day before the effective date of the notice of such meeting, unless otherwise fixed by the Board of Directors as allowed by Section 13.1-844 of the Code of Virginia, and shall be stated in such notice. The Board of Directors shall not fix a Record Date more than seventy days before the meeting or action requiring a determination of Members, nor shall the Board of Directors set a Record Date retroactively. At least ten days before each meeting, the Secretary shall make a complete list of the Members entitled to vote at such meeting, with the

address of each, available for review before and during the meeting. The list shall be current as of the Record Date.

Section 7. Matters to be Brought Before Meetings. Except as otherwise provided by law and Section 3 of Article VI of these By-laws, at any Annual or Special Meeting of Members, only such business shall be conducted as shall have been properly brought before the meeting in accordance with this Section 6 of Article V. In order to be properly brought before the meeting, such business must either have been: (a) specified in the meeting notice, (b) brought before the meeting at the direction of the Board of Directors or the officer presiding over the meeting, or (c) specified in a written notice given by or on behalf of a Member of record on the Record Date for such meeting and entitled to vote at the meeting or a duly authorized proxy for such Member, in accordance with the following requirements ("Member Notice"). A Member Notice must be given, either by personal delivery or by U.S. mail, postage prepaid, to the Secretary of the Association, (i) in the case of business to be brought before a Special Meeting, not more than five days after the date of the initial meeting notice, and (ii) in the case of business to be brought before an Annual Meeting, not less than thirty days prior to the first anniversary date of the initial notice given to Members of record for the previous Annual Meeting. The Member Notice shall set forth: (A) a full description of each such item of business proposed; (B) the name and address of the Member making the proposal; and (C) a representation that the Member is entitled to vote at such meeting and intends to appear in person or by proxy at the meeting. If any item of business brought before the meeting involves a nomination for director, the Member must comply with the requirements of Section 3 of Article VI of these By-laws.

Section 8. Conduct of the Meeting. At each meeting of Members, the President of the Association shall preside as chairman of the meeting. If the President is unable to serve,

the Vice-President shall preside as chairman of the meeting, and if the Vice-President is unable to serve, the chairman shall be appointed as provided by the Board of Directors. The chairman shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting. The chairman shall announce at the meeting when the polls will open and close for each matter voted upon. If no announcement is made, the polls shall be deemed to have opened at the beginning of the meeting and to close upon the final adjournment of the meeting.

Section 9. Referendum. In the sole discretion of the Board of Directors, elections and other matters requiring a vote of the Members may be submitted to a referendum of the Members on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the wording of questions thereon, the deadline for return of ballots and the number and location of polling places, if any. Where a vote on any question is required by law to be taken at a meeting, each referendum ballot on such question shall be considered a proxy which directs the Secretary to cast such votes as are set forth on such ballot.

Section 10. Advisory Referendum. The Board of Directors may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities and with the Association Documents. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Number. The affairs and administration of the Association and the management and the maintenance of the Property shall be the responsibility of a Board of

Directors comprised of not less than five and not more than eleven directors. The number shall be fixed by the directors from time to time. Unless otherwise specifically provided in the Act or the Association Documents, all rights, powers, easements, obligations and duties of the Association may be performed or enforced by the Board of Directors on behalf of the Association.

Section 2. Election and Term.

(a) Regardless of the size of the board as fixed by the directors from time to time, there shall be at all times two directors appointed by the Type "D" Member (the "Resort Directors") and all other directors shall be designated as the "At-Large Directors." At least one of the At-Large Director positions shall be filled by an Owner of either a Lot or a Dwelling Unit located in the Valley Village portion of the Property, as depicted on the Master Plan, and at least one of the At-Large Director positions shall be filled by an Owner of either a Lot or a Dwelling Unit located in the Mountain Village portion of the Property, as depicted on the Master Plan. Every At-Large Director must be an Owner of either a Lot or Dwelling Unit, who is current in the payment of Association dues and is not otherwise in violation of the Declaration or the General Covenants.

(b) Each Director elected shall hold office for a four-year term and until his or her successor is duly elected unless he or she shall sooner resign or be removed or otherwise cease to serve. Each duly elected Director will be limited to serving no more than two consecutive four-year terms; provided, however, that such individual may serve, if elected, for an additional term or two terms once such individual has stayed off the Board for a period of at least one year.

The executive director, president or nominating committee may recommend to extend the service of an existing Director whose term is expiring for a one-year period because of specific experience or expertise. Any such term extension must be approved by the vote of the majority of the Board. Such extending Director shall be a member in addition to the normal full complement of Directors on the Board. Any extension of the term of an existing Board member would preclude that individual from standing for election for at least one year after the expiration of the extended term.

(c) At every third succeeding Annual Meeting, the Type “D” Member or its proxy shall appoint each of the two Resort Directors. The Type “A” Members and the Type “B” Members are not entitled to cast votes with respect to the Resort Directors.

(d) At each Annual Meeting, the Type “A” Members shall vote as a voting group in the election of that class of At-Large Directors whose terms expire at the Annual Meeting. At-Large Directors shall be elected by a plurality of the votes cast by the Type “A” Members by secret written ballot. At each such election, each Type “A” Member, or his proxy, may cast, for each At-Large Director to be elected at that time, one vote for each Residential Lot or Family Dwelling Unit which the Type “A” Member owns. Cumulative voting is not permitted. Type “B” Members and the Type “D” Member are not entitled to cast votes with respect to the At-Large Directors.

Section 3. Nomination of At-Large Directors. Nominations for the election of At-Large Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and at least two

Members of the Association. The Nominating Committee shall be appointed by the Board of Directors and shall serve from the close of the Annual Meeting at which such appointment is announced until the close of the next Annual Meeting at which directors are elected. The Nominating Committee shall nominate at least one candidate for each At-Large Director position on the Board of Directors. Nominations may not be made from the floor at the Annual Meeting of the Members; however, any Type “A” Member entitled to vote in the election of At-Large Directors may nominate one or more persons for election at a meeting of Members, but only if written notice of such Member’s intent to make such nomination(s) was given, either by personal delivery or by U.S. mail, postage prepaid, to the Secretary of the Association not less than thirty days prior to the first anniversary date of the initial notice given to Members of record for the previous Annual Meeting, provided, however, that such notice shall not be required to be given more than ninety days prior to the Annual Meeting of Members. Each such notice shall set forth: (a) the name and address of the Member who intends to make the nomination and of the person(s) to be nominated; (b) a representation that the Member is entitled to vote in the election of At-Large Directors at the meeting and intends to appear in person or by proxy at the meeting to nominate the person(s) specified in the notice; and (c) the written consent of each nominee to serve as an At-Large Director of the Association if so elected. The presiding officer at any meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing sentence.

Section 4. Removal. At any meeting of Members, by a majority of votes entitled to be cast by the Type “A” Members who are present in person or represented by proxy at the meeting, the Type “A” Members, voting as a voting group, may remove, with or without cause, any At-Large Director. Upon such a removal, the Type “A” Members, voting as a voting group,

shall have the right to elect a director to fill the vacancy. At any time, the Type “D” Member may remove, with or without cause, either or both of the Resort Directors, and, upon such a removal, the Type “D” Member shall have the right to appoint a director to fill the vacancy. In addition, any director who has been absent from three consecutive regular meetings of the Board of Directors may be removed by a majority of the then-serving members of the Board of Directors. Upon such a removal by the Board of Directors of an At-Large Director, the vacancy shall be filled by the affirmative vote of a majority of the At-Large Directors remaining in office, even if the At-Large Directors remaining in office constitute fewer than a quorum of the Board of Directors, or by a sole remaining At-Large Director. Upon such a removal by the Board of Directors of a Resort Director, the Type “D” Member shall have the right to appoint a director to fill the vacancy. The term of a director elected or appointed to fill a vacancy under the terms of this Section 4 of Article VI shall expire at the next Annual Meeting, at which time he may be elected or appointed, as applicable, by the applicable Members to serve until the next Annual Meeting at which directors of the same class are elected or at which Resort Directors are appointed, as applicable, and, despite the expiration of the term, the director shall continue to serve until his successor has been duly elected or appointed and has qualified.

Section 5. Resignation. Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Upon the resignation of an At-Large Director, the vacancy shall be filled by the affirmative vote of a majority of the At-Large Directors remaining in office, even if the At-Large Directors remaining in office constitute fewer than a quorum of the Board of Directors, or by a

sole remaining At-Large Director. Upon the resignation of a Resort Director, the Type “D” Member shall have the right to appoint a director to fill the vacancy. The term of a director elected or appointed to fill a vacancy under the terms of this Section 5 of Article VI shall expire at the next Annual Meeting, at which time he may be elected or appointed, as applicable, by the applicable Members to serve until the next Annual Meeting at which directors of the same class are elected or at which Resort Directors are appointed, as applicable, and, despite the expiration of the term, the director shall continue to serve until his successor has been duly elected or appointed and has qualified.

Section 6. Death of a Director; Other Vacancies. Upon the death of an At-Large Director, the vacancy shall be filled by the affirmative vote of a majority of the At-Large Directors remaining in office, even if the At-Large Directors remaining in office constitute fewer than a quorum of the Board of Directors, or by a sole remaining At-Large Director. Upon the death of a Resort Director, the Type “D” Member shall have the right to appoint a director to fill the vacancy. Subject to the provisions of Sections 4, 5 and 6 of this Article VI, any other vacancy on the Board of Directors, including a vacancy resulting from an increase in the number of directors, shall be filled by the affirmative vote of a majority of the directors remaining in office, even if the directors remaining in office constitute fewer than a quorum of the Board of Directors, or by a sole remaining director. The term of a director elected or appointed to fill a vacancy under the terms of this Section 6 of Article VI shall expire at the next Annual Meeting, at which time he may be elected or appointed, as applicable, by the applicable Members to serve until the next Annual Meeting at which directors of the same class are elected or at which Resort Directors are appointed, as applicable, and, despite the expiration of the term, the director shall continue to serve until his successor has been duly elected or appointed and has qualified.

Section 7. Regular Meetings. The Board of Directors shall hold a regular meeting immediately after the Annual Meeting of the Members of the Association, or at such other time as the Board of Directors may determine, for the purposes of electing officers and the consideration of any other business that may properly be brought before the meeting. Other regular meetings shall be held at such other times as the Board of Directors may determine.

Section 8. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three days written notice to each director, except that notice can be waived in writing or as otherwise provided by law. Notice may be given by electronic transmission, including facsimile telecommunication and electronic mail, consented to by the director to whom the notice is given.

Section 9. Executive Sessions. All meetings of the Board of Directors shall be open to Members as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents. Any final action taken by the Board in executive session shall be recorded in the minutes.

Section 10. Quorum and Voting. A majority of the number of directors in office immediately before the meeting begins shall constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors.

Section 11. Participation by Conference Telephone. The Board of Directors may permit any or all directors to participate in a meeting of the directors by, or conduct the meeting through the use of, conference telephone or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. A director

participating in a meeting by such means shall be deemed to be present in person at the meeting. When a meeting is so conducted, a written record shall be made of the action taken at such meeting.

Section 12. Action Taken Without a Meeting. Action required or permitted to be taken by the Board of Directors may be taken without a meeting if each director signs a consent describing the action to be taken and delivers it to the Association. Any action so approved shall have the same effect as though taken at a meeting of the directors and may be described as such in any document. The signing of one or more written consents may be accomplished through electronic transmission, including facsimile telecommunication and electronic mail, as set forth in the Code of Virginia.

Section 13. Compensation. No director shall receive compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The business and affairs of the Association shall be administered by and the management and maintenance of the Property shall be performed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in the Association Documents. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are required by the Act or the Association Documents to be exercised and done by the Association. In addition to the duties imposed by any other provision of the Association Documents or by any resolution of the Association that may hereafter be adopted, the Board shall perform the following duties and take the following actions on behalf of the Association:

(1) Provide goods and services to the Members in accordance with the Association Documents, and provide for maintenance of the Common Area and, to the extent provided in the Association Documents, of the Lots.

(2) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the maintenance of the Common Area and, to the extent provided in the Association Documents, of the Lots, and provide goods and services to the Members, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.

(3). Collect the assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the maintenance of the Property to the extent the Association is so authorized by the Association Documents.

(4) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents and establish and enforce penalties for the infraction thereof.

(5) Open bank accounts on behalf of the Association and designate the signatories thereon in accordance with the financial policies of the Association, as recommended by the Association's auditors and approved by the Board, as they may be amended from time to time (collectively, the "Financial Authority Policy").

(6) Enforce by legal means the provisions of the Association Documents.

(7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area.

(8) Notify the Members of any litigation against the Association involving a claim in excess of the amount of the annual budget.

(9) Obtain and carry insurance against casualties and liabilities, as provided in Article VI of the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.

(10) Pay the cost of all authorized goods and services rendered to the Association and not billed to Owners of individual Lots or otherwise provided for in Article VI of the Declaration.

(11) Notify a Mortgagee of any default in paying assessments for Common Expenses by a Member (which remains uncured for sixty days) or for any other default, simultaneously with the notice sent to the defaulting Member.

(12) Acquire, hold and dispose of Lots and mortgage the same without the prior approval of the Association if such expenditures and hypothecations are included in the budget.

(13) Charge reasonable fees for the use of the Common Area and for services.

(14) Suspend the right of any Member or other occupant of a Lot, and the right of such Person's household, guests, employees, customers, tenants, agents and invitees to use the Common Area in accordance with Article IV of the Declaration.

(15) Prepare an annual budget in accordance with Article V of the Declaration.

(16) Adopt an annual budget and make assessments against the Members to defray the Common Expenses of the Association, establish the means and methods of collecting such assessments from the Members and establish the period of the installment payment, if any, of the annual assessment for Common Expenses.

(17) Borrow money on behalf of the Association, when required for any valid purpose; provided, however, that, either a simple majority vote of Members obtained at a meeting held for such purpose or written approval by Members entitled to cast more than 50% of the total number of votes shall be required to borrow any sum in excess of the total annual assessment for Common Expenses for that fiscal year and mortgage any of the Common Area owned in fee simple by the Association.

(18) Execute deeds, plats of re-subdivision, and applications for construction permits for the Common Area owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property.

(19) Dedicate or transfer any portion of the Common Area owned in fee simple by the Association or grant easements, rights-of-way or licenses over and through the Common Area owned in fee simple by the Association pursuant to Article VI of the Declaration.

(20) Declare the office of a member of the Board of Directors to be vacant in the event such director, whether an At-Large Director or a Resort Director, shall be absent from three consecutive regular meetings of the Board of Directors.

(21) Amend or repeal these By-laws or adopt new by-laws, provided that the Members in adopting any amendment to the By-laws may provide that the Board of Directors may not further amend or repeal such amendment.

(22) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members or at any Special Meetings.

(23) Issue, or cause an appropriate officer to issue, upon written demand by any Member, an Association Disclosure Packet and/or a written statement setting forth whether or not any financial obligation has been paid and the amount of all unpaid financial obligations due, if applicable. If a statement states that a financial obligation has been paid, such statement shall be conclusive evidence of such payment. A reasonable charge may be made by the Board of Directors for the preparation and issuance of these documents.

(24) Cause all officers or employees having fiscal responsibilities to be bonded at an amount deemed appropriate.

(25) Do anything else not inconsistent with the Act or the Association Documents.

ARTICLE VIII

COMMITTEES

Section 1. Committees of Directors: Specific Assignments.

(a) The Board of Directors, by resolution adopted by a majority of all the directors in office when the action is taken, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association, provided that, however, no such committee shall have the authority

of the Board of Directors to approve or recommend to Members action that the Act requires to be approved by Members; fill vacancies on the Board of Directors or on any of its committees; amend the Articles of Incorporation; adopt, amend, or repeal these By-laws; or approve a plan of merger. Each such committee shall present a report of its actions to the Board of Directors at every regular meeting of the Board of Directors or at a special meeting called for such purpose.

(b) In addition to designating committees of two or more directors, the Board of Directors, by resolution adopted by a majority of all the directors in office when the action is taken, may specifically assign certain duties to a single director who shall exercise and discharge such duties as the Board of Directors may assign to him, provided that such single director may not exercise the authority of the Board of Directors in the management of the affairs of the Association. Such single director shall present a report of his actions to the Board of Directors at every regular meeting of the Board of Directors or at a special meeting called for such purpose.

Section 2. Executive Committee. The Board of Directors may delegate to an Executive Committee the authority to act on behalf of the Board on such matters which may arise between meetings of the Board as the Board deems appropriate.

Section 3. Architectural Review. The Board of Directors shall establish an Architectural Review Board as a committee of the Board of Directors as set forth in Article VII of the Declaration.

Section 4. Rules. Each committee may adopt rules for its own government not inconsistent with the Act, the Articles of Incorporation, these By-laws, the terms of the resolution of the Board of Directors designating the committee, or rules adopted by the Board of Directors.

Section 5. Applicability of By-laws. The provisions of Article VI of these By-laws regarding meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors shall apply to each committee and its members as well.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be the President, Vice-President, Secretary and Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first regular meeting of the Board of Directors after the Annual Meeting of the Members in each year.

Section 3. Term. The officers of this Association shall be elected annually by the directors and each shall hold office for one year and until his successor is duly elected and has qualified, unless he shall sooner resign, or shall be removed, or otherwise cease to serve.

Section 4. Special Appointments. The directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties, as the Board of Directors may, from time to time, determine.

Section 5. Removal and Resignation. Any officer may be removed from office at any time with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and

unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by the affirmative vote of a majority of the directors in office. The officer shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article IX.

Section 8. President. The President, who shall be chosen from among the directors, shall preside at all meetings of the Board of Directors and of the Members; shall have general and active direction of the business of the Association subject to the control of the Board of Directors; shall see to the execution of the resolutions of the Board of Directors and the Association; shall see that orders and resolutions of the Board are carried out; shall sign leases, mortgages, deeds and other written instruments affecting Association property if so required by the Board of Directors; shall exercise and discharge such other duties as the Board of Directors may delegate to him; and shall, in general, perform all the duties incident to the office of President.

Section 9. Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence or inability or refusal to act, and shall exercise and discharge such other duties as the Board of Directors or President may delegate to him.

Section 10. Secretary. The Secretary shall review the minutes of all meetings and proceedings of the Board of Directors and of the Members; shall have charge of such books and records as the Board of Directors may direct and as may be required by the Code of Virginia;

shall ensure that notice of meetings of the directors and of the Members and all other notices required be given by the Association; shall exercise and discharge such other duties as the Board of Directors may delegate to him; and shall, in general, perform all the duties incident to the office of Secretary.

Section 11. Treasurer. The Treasurer shall review the financial records and reports prepared by the Deputy Director of Finance and Human Resources on a monthly basis; shall review audit documentation of the Association financial records; shall present current financial data at each scheduled meeting of the Board of Directors; shall present an annual budget and a statement of income and expenditures to the membership at its regular Annual Meeting, and deliver a copy of each to the Members; shall exercise and discharge such other duties as the Board of Directors may delegate to him; and shall, in general, perform all the duties incident to the office of Treasurer.

**ARTICLE X
ASSESSMENTS**

The Board of Directors shall determine, assess, collect, deposit, maintain, use, enforce and otherwise deal with the Annual Assessments, Additional Assessments, Individual Assessments, Optional Expenses, Reserves, and Fees as set forth in Article V of the Declaration.

**ARTICLE XI
BOOKS AND RECORDS**

The books, records and papers of the Association shall, during regular business hours, be subject to inspection by a Member in accordance with the provisions of the Act. The Association may impose a reasonable charge, covering the costs of labor and material, for copies of any document provided to the Member.

**ARTICLE XII
CORPORATE SEAL**

The Board of Directors may provide a suitable seal in circular form having within its circumference the words: WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

**ARTICLE XIII
MISCELLANEOUS**

The fiscal year of the Association shall be the calendar year.

**ARTICLE XIV
AMENDMENTS**

These By-laws may be amended by a vote of a majority of the Board of Directors at any meeting of the Board of Directors or by a majority of votes cast by the Members, voting together as a single voting group, at any meeting of the Members, provided that:

(a) No such amendment shall be in conflict with, or cause these By-laws as amended to be in conflict with, the Declaration or the Articles of Incorporation then in force and effect;

(b) No such amendment shall have the effect of restricting the Association or its Board of Directors, committees, officers or agents in the full exercise of all powers, duties of authority granted to them or to any of them by the Declaration as then in force and effect;

(c) No such amendment shall be acted upon at any meeting of the Board of Directors or any meeting of the Members unless written notice of such meeting has been mailed, postage pre-paid, to each director or Member entitled to vote at such meeting at least ten days in advance of such meeting, which notice shall state that an amendment to the By-laws will be considered at such meeting, shall set forth the proposed text of such amendment and shall set forth a fair summary of the reasons for which such amendment has been proposed; and

(d) The Members in adopting any amendment to the By-laws may provide that the Board of Directors may not further amend or repeal such amendment.

ARTICLE XV CONSTRUCTION

The following principles of construction shall apply:

(a) The captions are provided only for reference, and shall not be deemed to define, limit or otherwise affect the scope, meaning or effect of any provision of the document in which used.

(b) The use of the masculine gender shall be deemed to include the feminine and neuter, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Each provision of an Association Document is severable from every other provision and the invalidity or unenforceability of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent lawful, the provision shall be enforced.

ADOPTED: By the Board of Directors, effective February 19, 2010

AMENDED: By the Board of Directors, effective April 20, 2018

ARTICLES OF AMENDMENT AND RESTATEMENT
OF
WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

1. The name of the corporation immediately prior to restatement is **Wintergreen Property Owners Association, Inc.**
2. The restatement contains amendments to the Articles of Incorporation.
3. The text of the Amended and Restated Articles of Incorporation of the corporation is attached hereto.
4. The restatement was adopted by the corporation on August 22, 2008.
5. The restatement was proposed by the board of directors and submitted to the members in accordance with the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and at a meeting of the members at which a quorum of each voting group was present, the total number of votes cast for and against the restatement by the members voting as a single voting group was:

Total Votes Cast	Total votes FOR	Total votes AGAINST
1904	1853	51

Such vote, representing approval by 97.3% of all the votes cast, was sufficient for approval of the restatement by the corporation's members.

Date: February 6, 2008

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

By: _____ John Claman, President

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is Wintergreen Property Owners Association, Inc.

ARTICLE II

PURPOSES

The corporation is a "community association," as defined in Sections 13.1-814.1 and 13.1-870.1 of the Virginia Nonstock Corporation Act, organized for the purposes of owning or having under its care, custody or control certain real estate located in Nelson County and Augusta County, Virginia, subject to the Amended and Restated Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association, dated February 1, 2000, and duly recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, in Deed Book 464, page 793, et. seq., and in the Clerk's Office of the Circuit Court of Augusta County, Virginia, as Instrument Number 000002168, as the same may now or in the future be amended (the "Declaration"), which obligates a person by virtue of ownership of specific real estate to be a member of the corporation.

ARTICLE III

MEMBERS

Section 1. Classes; Qualifications and Rights. The corporation shall have one or more classes of members as set forth in the Declaration. The designation of each class and the qualifications and rights, including, without limitation, voting rights, of the members of each class shall be set forth in the Declaration.

Section 2. Quorum or Voting Requirements. The quorum and voting requirements for members shall be set forth in the by-laws.

Section 3. Action without Meeting. Any action required or permitted by law to be taken at a meeting of members may be taken without a meeting and without prior notice, if the action is

taken by the members who would be entitled to vote at a meeting of members having voting power to cast not fewer than the minimum number (or numbers, in the case of voting by voting groups) of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote thereon were present and voted. The action shall be evidenced by one or more written consents or electronic transmissions describing the action taken, signed by the members entitled to take such action without a meeting and delivered to the Secretary of the corporation for inclusion in the minutes or filing with the corporate records.

ARTICLE IV

DIRECTORS

Section 1. Number. The number of directors shall be set forth in the by-laws.

Section 2. Qualifications. The qualifications of directors shall be set forth in the by-laws.

Section 3. Appointment or Election. The manner in which directors shall be appointed or elected by members shall be set forth in the by-laws.

Section 4. Removal. The manner in which directors may be removed by members shall be set forth in the by-laws.

Section 5. Vacancies. The manner in which vacancies on the board of directors shall be filled by members shall be set forth in the by-laws.

Section 6. Terms. The terms of directors shall be set forth in the by-laws.

ARTICLE V

INDEMNIFICATION AND ELIMINATION OR LIMITATION OF LIABILITY

Section 1. Indemnification of Directors and Officers. Except as provided in Section 2 of this Article, the corporation shall indemnify every individual made a party to a proceeding because he is or was a director or officer against liability incurred in the proceeding if: (i) he conducted himself in good faith; and (ii) he believed, in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests, and, in all other cases, that his conduct was at least not opposed to its best interests; and (iii) he had no reasonable cause to believe, in the case of any criminal proceeding, that his conduct was unlawful.

Section 2. Indemnification Not Permitted. The corporation shall not indemnify any individual against his willful misconduct or a knowing violation of the criminal law or against any liability incurred by him in any proceeding charging improper personal benefit to him, whether or not by or in the right of the corporation or involving action in his official capacity, in

which he was adjudged liable by a court of competent jurisdiction on the basis that personal benefit was improperly received by him.

Section 3. Effect of Judgment or Conviction. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that an individual did not meet the standard of conduct set forth in Section 1 of this Article or that the conduct of such individual constituted willful misconduct or a knowing violation of the criminal law.

Section 4. Determination and Authorization. Unless ordered by a court of competent jurisdiction, any indemnification under Section 1 of this Article shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the individual is permissible in the circumstances because: (i) he met the standard of conduct set forth in Section 1 of this Article and, with respect to a proceeding by or in the right of the corporation in which such individual was adjudged liable to the corporation, he is fairly and reasonably entitled to indemnification in view of all of the relevant circumstances even though he was adjudged liable; and (ii) the conduct of such individual did not constitute willful misconduct or a knowing violation of the criminal law.

Such determination shall be made: (i) by the board of directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding; or (ii) if such a quorum cannot be obtained, by a majority vote of a committee duly designated by the board of directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; or (iii) by special legal counsel selected by the board of directors or its committee in the manner heretofore provided or, if such a quorum of the board of directors cannot be obtained and such a committee cannot be designated, selected by a majority vote of the board of directors (in which selection directors who are parties may participate). Authorization of indemnification, evaluation as to reasonableness of expenses and determination and authorization of advancements for expenses shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two directors who are not at the time parties to the proceeding or if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those selecting such counsel.

Section 5. Advance for Expenses. The corporation shall pay for or reimburse the reasonable expenses incurred by any individual who is a party to a proceeding in advance of final disposition of the proceeding if: (i) he furnishes the corporation a written statement of his good faith belief that he has met the standard of conduct described in Section 1 of this Article and a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that indemnification of such individual in the specific case is not permissible; and (ii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. An undertaking furnished to the corporation in accordance with the provisions of this Section shall be an unlimited general obligation of the

individual furnishing the same but need not be secured and may be accepted by the corporation without reference to financial ability to make repayment.

Section 6. Indemnification of Employees and Agents. The corporation may, but shall not be required to, indemnify and advance expenses to employees and agents of the corporation to the same extent as provided in this Article with respect to directors and officers.

Section 7. Elimination or Limitation of Liability of Directors and Officers. Except as provided in Section 8 of this Article, in any proceeding brought by or in the right of the corporation or brought by or on behalf of the members, the damages assessed against a director or officer arising out of a single transaction, occurrence or course of conduct shall be limited as follows:

(1) A director or officer who does not receive compensation for his services as such shall have no liability for damages if, at the time of the transaction, occurrence or course of conduct giving rise to the proceeding, the corporation was a community association as defined in Sections 13.1-814.1 and 13.1-870.1 of the Virginia Nonstock Corporation Act.

(2) The liability of a director or officer who does not receive compensation from the corporation for his services as such shall not exceed the amount of \$100.00 if, at the time of the transaction, occurrence or course of conduct giving rise to the proceeding, the corporation was not a community association as defined in Sections 13.1-814.1 and 13.1-870.1 of the Virginia Nonstock Corporation Act.

(3) The liability of a director or officer who receives compensation from the corporation for his services as such shall not exceed the amount of \$100.00.

Section 8. Liability of Directors and Officers Not Eliminated or Limited. The liability of a director or officer shall not be eliminated or limited in accordance with the provisions of Section 7 of this Article if the director or officer engaged in willful misconduct or a knowing violation of the criminal law.

Section 9. Definitions. In this Article:

"Director" and "officer" mean an individual who is or was a director or officer of the corporation, as the case may be, or who, while a director or officer of the corporation is or was serving at the corporation's request as a director, officer, manager, partner, trustee, employee or agent of another foreign or domestic corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity. A director or officer shall be considered to be serving an employee benefit plan at the corporation's request if his duties to the corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan.

"Individual" includes, unless the context requires otherwise, the estate, heirs, executors, personal representatives and administrators of an individual.

"Corporation" means the corporation and any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon the consummation of the transaction.

"Expenses" includes but is not limited to counsel fees.

"Liability" means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Official capacity" means: (i) when used with respect to a director, the office of director in the corporation; (ii) when used with respect to an officer, the office in the corporation held by him; or (iii) when used with respect to an employee or agent, the employment or agency relationship undertaken by him on behalf of the corporation. "Official capacity" does not include service for any foreign or domestic corporation or other partnership, joint venture, trust, employee benefit plan or other entity.

"Party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative and whether formal or informal and whether or not by or in the right of the corporation.

Section 10. Provisions Not Exclusive. As authorized by the Virginia Nonstock Corporation Act, the provisions of this Article are in addition to and not in limitation of the specific powers of a corporation to indemnify directors and officers set forth therein. If any provision of this Article shall be adjudicated invalid or unenforceable by a court of competent jurisdiction, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnity which the corporation may have under the Virginia Nonstock Corporation Act or other laws of the Commonwealth of Virginia.

IV.

DESIGN CRITERIA AND RECOMMENDATIONS

In general, the desired goal at Wintergreen is to create building forms that readily become part of the natural environment. Homes on the flat valley floor will have somewhat different requirements than those on the mountain slopes. However, for every home, harmony of the exterior design, the proportions of the overall structure to its parts, details of railings, doors and windows, roof type and pitch will all be considered. Carefully selecting materials, colors and finishes will contribute to the overall appearance of the differing Wintergreen environments. **As Wintergreen grows, the relationship of each residence to that of its neighbors becomes increasingly important and should be a prime consideration in the design process. Preservation of the natural environment and of the purity of our water through careful earth movement and landscaping is always a high priority.**

NEW HOMES

The following information and recommendations are offered to property owners and their architects or designers as a planning guide for use during the design process for new homes. The ARB is concerned with the following basic considerations when making its decisions in the review process and will base their approvals on these concerns.

ORIENTATION AND SITING: Generally, the relationship of a house to the street should be considered subordinate to the other parameters. In other words, it is unimportant that the house is parallel to the street, but the siting should instead be derived from the desired views and the slope of the land. Residential areas have a variety of views towards which a house may be oriented, such as the mountains, woodlands, golf courses, ski slopes or distant valley. When selecting one or more specific views towards which to orient your house, you should take into account the effects of various exposures to the sun and wind. Siting the house parallel to the contours will result in less damage to the site and contribute to the appearance of a house "fitted" into its environment. This positioning permits the retention of the natural features around the house and allows passers-by to look beyond the structure to longer distance views rather than having their view interrupted by a man-made object.

In siting your home, the relationship of the structure(s) to existing or future nearby structures, streets, property lines, future utilities, septic fields and wells must be considered. Remember, in mountainous terrain with climbing, winding roads, four sides of a house as well as the roof and underside are often visible from different points on adjacent roads and lots. Extreme care must be taken to keep the roofline below the treetops. Drainage water from roofs and paving must be distributed over large areas of ground or routed to graveled trenches covered with native plant materials to minimize erosion.

The siting of the home and driveway is critical for both the owner and for neighbors. Set-backs of at least fifteen (15) feet to the side and back are required for the preservation of vegetation, prevention of erosion and to protect the privacy of all. Every effort should be made to place the utility trench within the footprint of the driveway thus decreasing the need to clear vegetation. Effort should also be made to place the grinder pump in the ten (10) foot cleared area around the house. A restoration of a vegetation buffer area may be required in the event of over clearing of vegetation.

The siting of the home and driveway will take account of topography. Prevention of erosion is a serious consideration on sloping lots. Simple terracing, such as the use of log berms placed horizontally at right angle to the slope, is an easy method for modifying erosion on a disturbed slope. Naturally

topography, such as rock outcrops, frequently harbors a diverse and unique flora. Outcrops may be a focus of a landscape plan and should remain undisturbed.

The Covenants provide for a 30 foot easement along any property that joins a golf course or ski slope. There is to be no disturbance, cutting or vegetation or sitting of the house, deck or other structure in this easement without the approval of W.P.I. and the A.R.B.

ACCESS AND PARKING: Driveways must be considered from the standpoint of safety of access upon the main road, ease of grade and minimizing the destruction of growth and disturbance of the landscape. **Curved rather than straight driveways are preferred.** Only one driveway is permitted per property. While two improved off-street parking spaces are mandatory; spaces in addition to this minimum are highly desirable to accommodate visitors. Due to the steep slopes on some lots, it will be necessary to provide parking near the road. Imaginative solutions to this problem are encouraged to avoid the unsightly condition of numerous cars parked just off the main road. Interference with natural drainage flows and introduction of surface draining from nearby roadways must be avoided.

FOUNDATIONS: Exposed masonry foundation walls must be held to a maximum of six (6) feet and must be parged and painted with a color that will blend with the exterior finish of the house. Native stone may be used. Pier foundations are not recommended since it is very difficult to insulate water lines and floor systems to prevent freeze-ups during the winter months. Few lots lend themselves to slab on grade construction, though this is a permitted method when site conditions allow. Most grade conditions will require a standard reinforced concrete footing with crawl space or basement below the wood framing.

EXTERIOR LIGHTING: Only **minimum amounts** of lighting to illuminate doorways, walkways and decks should be used to prevent light pollution in residential areas. **Low-wattage, ground level landscaping lighting is encouraged, and, if overhead lighting is necessary, it should be shielded and pointed downward.** External light fixtures must be approved as to placement and type before they are installed.

EXTERIOR MATERIALS: Generally, the fewer materials (and colors) utilized on the exterior of a house, the more cohesive the structure becomes. Cedar, cypress and redwood siding or their synthetic counter-parts (such as Hardi-Plank) in a variety of configurations are encouraged, as is stone native to the area. **Vinyl or aluminum siding is not allowed. No reflective finishes** should be used on exterior finishes with the exception of hardware items.

WINDOWS: In all instances windows should be of energy efficient construction complete with insulating glass glazing. **Natural or bright aluminum finishes are not acceptable.** Anodized aluminum finishes may be dark bronze or black, and painted or vinyl finishes should be warm earth tones, i.e.: sandstone, gray, beige, etc. White may be considered for valley floor homes. **White will not be allowed for the higher attitude homes.**

ROOF FORMS: Because of the mountainous terrain, roofs should be designed to reflect the character of the slope of the land and should be adequately pitched for shedding water, leaves and snow. Steeper pitches (7 in 12 and above) are required for main roofs: ancillary roofs may have less steep slopes. Overhangs should be considered for protection from sun and rain, though wind factors in certain locations should be kept in mind.

ROOFING MATERIALS: Composite shingles, concrete shingles and metal roofs are permitted. When asphalt shingles are used, they must be **250# minimum per square (40 year or above) weight and shake-type design.** Wood shingles are not allowed due to fire hazard. All roofs are subject to material and color approval.

EXTERIOR COLORS: Exterior colors will be carefully controlled. **A sample board must be submitted with the final application showing all external colors for siding, trim, windows, foundation, roof, gutters, etc.** For questionable colors, the ARB retains the option to require that a sample of paint three to four (3 to 4) feet square be applied directly to the house, before the whole house is painted. On higher altitude homes, white or very light colors, including exposed natural aluminum finishes, will not be permitted. Warm earth tones or weathered grays are preferred. A broader range of colors is permitted for valley floor homes.

LANDSCAPING/EXCAVATION: It is required that the existing terrain be left undisturbed to the extent possible in order to preserve the natural vegetation in wooded settings. **General clearing of the site is not permitted.** Particular care should be taken to preserve the natural understory and ground cover. All disturbed areas must be stabilized with bark mulch, rock or river gravel or ground cover so that the likelihood of soil erosion is minimized. **Once the final plan is approved for construction, no trees, shrubs or other vegetation regardless of diameter may be removed without written approval if more than ten (10) feet beyond the footprint of the house and the area designated for the driveway and utility trench.** Equipment appropriate to the site to accomplish the aims of minimum earth movement should be employed. In the event that unique construction techniques such as that required for the use of modular components are being considered, such techniques will not be prohibited. However, there shall be no clearing of vegetation or changing of topography performed in excess of that required for a conventional home. Where foundations may be a problem, the ARB has the option to require a preliminary landscape plan before approval of the final landscape plan if required.

In all cases, the use of native plant materials is encouraged and preferred. Use of invasive species like Tree of Heaven, Kudzu, Japanese Stilt Grass, Garlic Mustard, Purple Loosestrife, Crown Vetch, Japanese Honeysuckle and others should be strongly avoided.

GRADING AND STORM WATER MANAGEMENT: Because of the likelihood of soil erosion, concentration of surface water should be avoided. **Provisions for storm water management must be shown on the drainage/water management plan as well.** Silt fencing or other erosion control structures will be required. Plans to accommodate this requirement must be on the Grading Plan (see page 20-24).

STORAGE BUILDING REQUIREMENTS: Storage buildings will be considered as a permanent detached building as per the definitions outlined in the Covenants and Restrictions of February 1,2000 and must conform to the specific requirement for total number of detached buildings allowed on the site at the particular subdivision. **Storage building construction shall be of the same materials and finishes as those used on the primary residence and A.R.B. approval requirements are the same as for a primary residence (elevations, site plan, cross section, etc.).** Building permits must be obtained and displayed at the site whether unit is of modular construction or constructed at the site. If electricity is provided, it shall require county inspection and approval. Modular storage units on skids will not be approved. Structures shall be anchored to a concrete slab or an approved constructed foundation system capable of resisting the horizontal wind load imposed on the building.

EXISTING HOMES

The on-going appearance of properties is a concern of the ARB. **Owners of existing homes and must consider the recommendations set forth above in proposing changes. The following are examples of changes that must be submitted to the ARB:**

1. Exterior expansion or alteration of any type
2. Conversion or additions to screened porches
3. Changes, additions to or removal of windows, skylights, doors, etc.
4. Repainting home, trim, deck or other appendages to the home even if the color is the same
5. Installation of hot tubs, fish ponds, fountains or storage buildings
6. Planting of trees or shrubs in areas affecting the enjoyment by neighbors of their property
7. Changes or additions to landscaping, yard slopes or irrigation systems, especially if drainage patterns must be affected
8. Clearing of trees beyond ten (10) feet of the footprint of the house
9. Clearing of understory shrubs and native vegetation
10. Addition of any exterior lighting

COMPLAINT PROCEDURE

AUGUST 10, 2012

1. **Definitions:**

a. "The "Act" means the Virginia *Property Owners' Association Act* (§55-508 et seq., VA Code Anno).

a. "Adverse decision" or "final adverse decision" means the final determination issued by the Association pursuant to an Association Complaint procedure that is opposite of, or does not provide for, either wholly or in part, the cure or corrective action sought by the Complainant. Such decision means all avenues for internal appeal under the Association Complaint procedure have been exhausted. The date of the final adverse decision shall be the date of the Notice issued pursuant to Section 3.d. hereof.

b. "Association" means the Wintergreen Property Owners' Association, Inc.

c. "Complainant" means an Association member or citizen who makes a written Complaint relating to violations of the Declaration or the Act pursuant to an Association Complaint procedure.

d. "Complaint" shall mean a written Complaint filed by a member of the Association or citizen pursuant addressed to the Governing Board or the Executive Director of the Association relating to a matter regarding the action, inaction, or decision by the Governing Board, or Association inconsistent with applicable laws and regulations, [declaration and governing documents].

e. [Declaration shall mean the (i) "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Wintergreen", duly recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 137, at Page 568, (ii) "First Addendum to Amended and Restated Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association", dated as of February 6 2009, and recorded in the aforesaid Clerk's Office as Instrument No. 090000404' (iii) the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Valley Residential Covenants", which are recorded in the aforesaid Clerk's Office in Deed Book 148, at Page 103; (iv) the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Amended Valley Residential Covenants", which are recorded in the aforesaid Clerk's Office in Deed Book 230, at Page 720; (v) the "Declaration of Rights, Restrictions, Affirmative Obligations and conditions , Single Family Covenants, which are recorded in the aforesaid Clerk's Office in Deed Book 137, at Page 638 and (vi) the ""Declaration of Rights, Restrictions, Affirmative Obligations and conditions , Multiple Family Covenants, which are recorded in the aforesaid Clerk's Office in Deed Book 137, at Page 646, all as may be amended from time to time. Association governing documents.]

f. "Executive Director" shall mean the Executive Director appointed by the Governing Board.

g. "Governing Board" shall mean the Board of Directors of the Association.

h. "Governing Documents" means collectively the applicable organizational documents, including but not limited to the current and effective (i) articles of incorporation, and bylaws of a property owners' Association, as may be amended from time to time. Association governing documents also include, to the extent in existence, resolutions, rules and regulations, or other guidelines governing Association member conduct and Association governance, all as may be amended from time to time.

i. "Notice" any Notice to be provided hereunder which shall be in writing and shall be either (i) hand delivered, (ii) mailed by registered or certified mail, return receipt requested, at the address provided, or (iii) if provided with an email address by Complainant, by email to such email address provided Association obtains proof of the electronic delivery thereof.

j. "Record of Complaint" means all documents, correspondence, and other materials related to a decision made pursuant to an Association Complaint procedure.

2. Filing a Complaint:

a. Any member or citizen expressing the wish to file a written Complaint against the Association shall be provided with a copy of this procedure, the address, telephone number and electronic mail address of the Association and the mailing address, telephone number, and electronic mail address of the Office of the Common Interest Community Ombudsman.

b. Any Complaint shall (i) reasonably describe the nature of the violation, (ii) shall set forth all evidence in the possession of Complainant relating to such violation, (iii) shall specifically refer to or provide a copy of the specific language of the [Declaration, Governing Documents], law or regulation which purportedly has been violated and (iv) shall set forth the requested action to be undertaken by the Association to resolve the Complaint. Complainant shall also provide with the Complaint, his or her mail address for the purpose of delivering Notices required hereunder, his or her telephone number and, if the Complainant desired to be provided Notice by electronic mail, his or her email address.

c. Any Complaints not relating to a matter regarding an action, inaction, or decision by the Governing Board, or Association inconsistent with the [Declaration, Governing Documents,] applicable laws and regulations shall not be subject to this procedure.

3. How Complaints shall be Handled:

a. All Complaints shall initially be directed to the Executive Director for review and consideration unless such Complaint is made with respect to a violation of the [Declaration, Governing Documents,] Declaration or the Act by the Executive Director personally in which case such Complaint shall be directed to a member of the Governing Board. The address of the Executive Director is: 88 Wintergreen Drive, Wintergreen, VA. Any Complaint to be filed with an individual director of the Association shall be mailed, certified mail, return receipt requested to such director's home address which shall be provided to Complainant upon receipt of a copy of such Complaint by the administrative staff of the Association.

b. Upon receipt of a Complaint, a Notice of acknowledgment thereof shall be provided to Complainant as required herein. The Executive Director shall review all Complaints within seven days of personal receipt of such Complaint and, if possible, shall send a written Notice of response to such Complaint within 10 days of such receipt. If insufficient information shall be available to respond to such Complaint in a substantive manner, a Notice of response shall be made within 10 days of receipt of any needed additional information. The Executive Director shall respond to any required additional information as though it were a new Complaint.

c. Any decision made by the Executive Director may be appealed by a Complainant by making written Notice of appeal to the Governing Board. Such Notice of appeal shall be in writing and shall be delivered to the Executive Director in the manner required for a Notice.

d. Any Complaint initially addressed to a Board Member due to such Complaint being made against the Executive Director, or any appeal of a decision made by the Executive Director shall be reviewed at the next scheduled meeting of the Governing Board provided such meeting shall be more than three days after the receipt of such Complaint or appeal, at which meeting a response to the Complaint shall be developed. If a Complaint is filed three days or less before a scheduled meeting, such Complaint shall be reviewed at the next regularly scheduled meeting of the Governing Board. Complainant shall be provided written Notice of the date, time, and location of any meeting of the Governing Board at which the Complaint or the appeal of the Executive Director's decision shall be considered.

e. Notice of any decision by the Governing Board shall be sent within seven days of the meeting considering such appeal or Complaint.

f. The Notice of the decision by the Board shall include the Complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information.

4. Distribution of Complaint Procedure:

a. The Association Complaint procedure shall be readily available upon request to all members of the Association and citizens.

b. The Association Complaint procedure shall be included as an attachment to the resale certificate or the Association disclosure packet.

5. Maintenance of Association Record of Complaint.

a. A record of each Association Complaint filed with the Association shall be maintained in accordance with § 55-530 E 1 of the Code of Virginia.

b. Unless otherwise specified by the director or his designee, the Association shall provide to the director or his designee, within 14 days of receipt of the request, any available document, book, or record concerning the Association Complaint that shall be requested.

CONTACT INFORMATION

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

Jay Roberts, Executive Director
88 Wintergreen, Drive
Wintergreen Resort, VA 22967-2162
Tel. #: (434) 325-8531
Email: jroberts@wpoainc.org

COMMON INTEREST COMMUNITY OMBUDSMAN

Common Interest Community Ombudsman
Common Interest Community Board
Department of Professional and Occupational Regulation
9960 Mayland Drive
Richmond, VA 23233
Tel #: (804) 367-2941
Email: CICombudsman@dpor.virginia.gov

Resolution

Whereas the Virginia Common Interest Community Board has passed Ombudsman Regulations requiring the Association to adopt Complaint Resolution Regulations within 90 days of July 1, 2012;

Whereas the Association desires to adopt a reasonable procedure which will fairly and equitably resolve any Complaints that members of the Association or citizens may have with the management or operation of the Association.

NOW, THEREFORE be it resolved that the Board of Directors does hereby adopt the attached Complaint Procedure:

Adopted: August 10, 2012 Board of Directors Meeting. Minutes reflect above resolution.