

AMENDMENT TO DECLARATION #2 10034  
HUNTERS RIDGE CONDOMINIUMS  
PARKING SPACE ASSIGNMENTS

THIS AMENDMENT, made this 25th day of March, 1986, by DMI CORPORATION, a Virginia corporation, (the DECLARANT), pursuant to Article 4, Paragraph 4.2, Limited Common Elements, of the Declaration of Hunters Ridge Condominiums, as recorded in the Clerk's Office of the Circuit Court for the County of Rockingham, in Deed Book 763, page 001.

WHEREAS, the Declarant reserved the right to assign as Limited Common Elements any or all of the parking spaces provided by the Declarant within the Condominiums.

WHEREAS, parking spaces which were assigned for Phase II, Buildings 1380, 1384, 1390 and 1396, in the Declaration have been changed and new spaces assigned.

NOW, THEREFORE, the Declarant hereby assigns the following parking spaces:

<u>Building #1380</u>	<u>Unit #</u>	<u>Assigned Space #</u>
	A	69
	B	70
	C	71
	D	72
	E	65
	F	66
	G	67
	H	68
	I	61
	J	62
	K	63
	L	64

<u>Building #1384</u>		
	A	45
	B	46
	C	47
	D	48
	E	41
	F	42
	G	43
	H	44
	I	37
	J	38
	K	39
	L	40

Building #1390Unit #Assigned Space #

A	57
B	58
C	59
D	60
E	53
F	54
G	55
H	56
I	49
J	50
K	61
L	52

Building #1396

A	33
B	34
C	35
D	36
E	29
F	30
G	31
H	32
I	25
J	26
K	27
L	28

Reference is made to that certain plat entitled "Hunters Ridge Condominium, Property of DMI Corporation, Harrisonburg, Virginia" made by Langley & McDonald, Engineers-Planners-Surveyors, Virginia Beach and Williamsburg, Virginia, dated September 3, 1985, which said plat is recorded herewith.

WITNESS the following signatures and seals:

DMI CORPORATION,  
a Virginia Corporation

BY: Sterling M. Nichols (SEAL)  
STERLING M. NICHOLS, President

002 00396

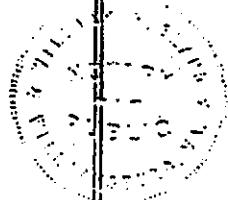
COMMONWEALTH OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument bearing date of March 25, 1986, has been acknowledged before the undersigned, a Notary Public in and for the jurisdiction aforesaid, by Sterling M. Nichols, President of DMI CORPORATION, a Virginia corporation, this 14th day of August, 1986.

  
NOTARY PUBLIC

My commission expires on: 9/15/87



100-02-000997  
AFFIDAVIT

The attached plats and plans made by Langley and McDonald, Engineers-Planners-Surveyors, dated September 3, 1985, Revised August 13, 1986, and entitled, "HUNTERS RIDGE CONDOMINIUMS PROPERTY OF DMI CORP., HARRISONBURG, VIRGINIA", and by Magoon/Guernsey Architects, dated February 12, 1986, entitled, "HUNTERS RIDGE CONDOMINIUMS", describe Buildings 1380, 1384, 1390 and 1396 owned and developed by DMI CORPORATION. The units shown and described on the said plats are referred to as Phase II in the DECLARATION OF HUNTERS RIDGE CONDOMINIUMS dated July 1, 1985 and is of record in Deed Book 763, page 0001.

GIVEN under my hand this 14th day of August, 1986.

DMI CORPORATION, a Virginia corporation

BY: *Sterling M. Nichols* (SEAL)  
STERLING M. NICHOLS,  
Its President

COMMONWEALTH OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

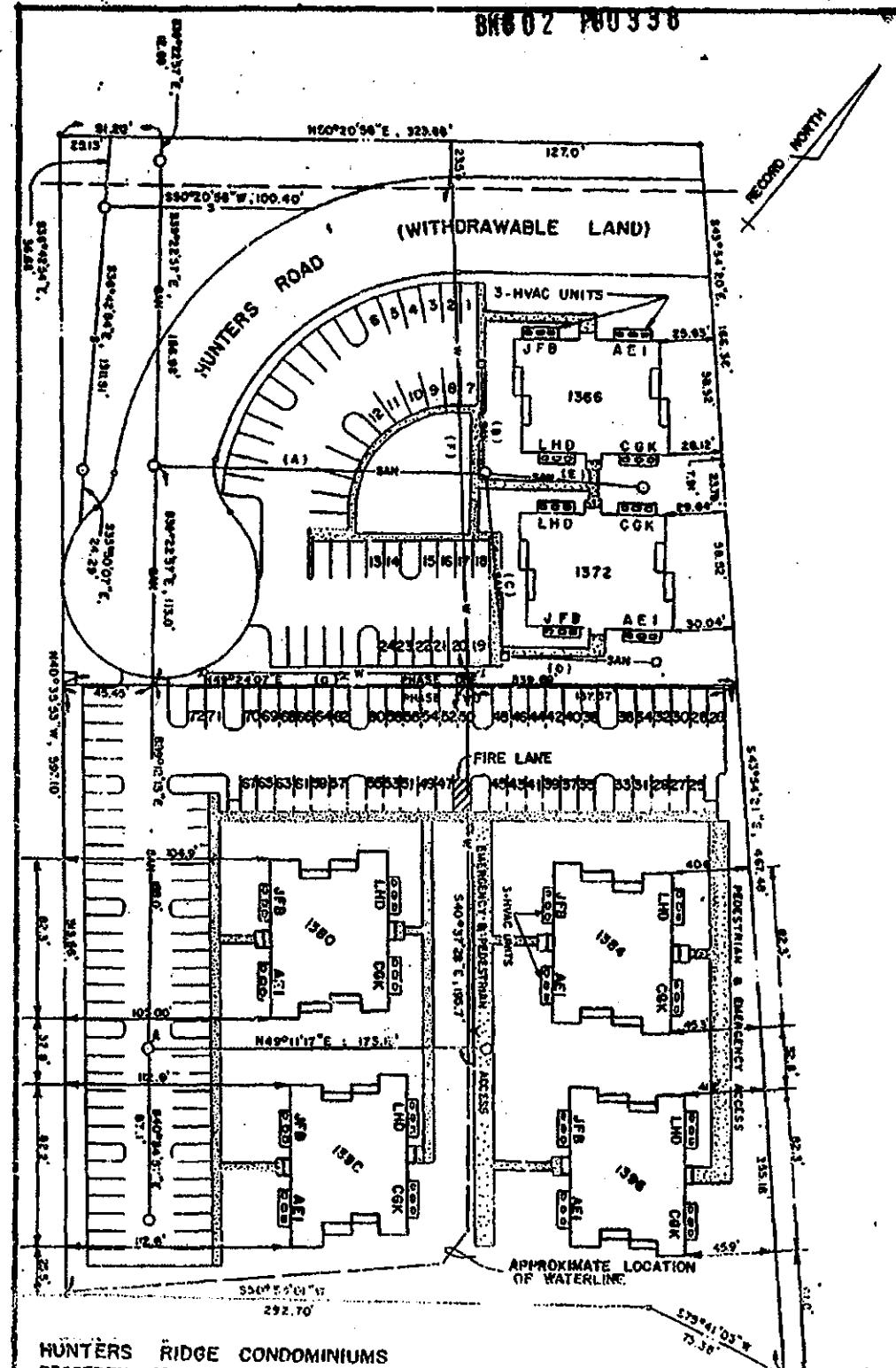
I, WILLIAM R. BLAND, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that STERLING M. NICHOLS President of DMI CORPORATION, a Virginia corporation, whose name is signed to the foregoing writing has acknowledged the same before me in the jurisdiction aforesaid.

GIVEN under my hand this 14th day of August, 1986.

  
NOTARY PUBLIC

My commission expires on: 9/15/87.

BK602 P00338



## HUNTERS RIDGE CONDOMINIUMS

HUNTERS -  
PROPERTY OF  
D.M.L. CORP.

**D.M.I., CORP.**  
**HARRISONBURG, VIRGINIA**

Langley and McDonald

**ENGINEERS • PLANNERS • SURVEYORS**  
**WYOMING BEACH, VIRGINIA**  
**WILLIAMSBURG, VIRGINIA**

SHADING SCALE IN FEET

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UTILITY EASEMENT CENTERLINE DATA

SANITARY SEWER

(A) N40°38'45"E, 166.80'  
(B) N40°37'37"W, 37.70'  
(C) N40°37'01"E, 36.64'  
(D) N40°48'45"E, 73.50'  
(E) N40°00'23"E, 76.20'

WATERLINE

(F) S40°00'33"E, 262.00'  
(G) S40°24'07"W, 133.00'

62 100339

CENTERLINE OF PIPE IS CENTERLINE  
OF EASEMENT. (TYP.)

TYPICAL UTILITY EASEMENT  
(H.T.S.)

CERTIFICATION - PHASE ONE

THE UNDERSIGNED REGISTERED LAND SURVEYOR  
CERTIFIES THAT HE HAS READ VIRGINIA CODE  
53-79,58 (a) AND (b) AND FINDS THESE  
PLATS/PLANS TO BE ACCURATE AND IN  
COMPLIANCE WITH THE CODE. HE FURTHER  
CERTIFIES THAT ALL UNITS OR PORTIONS  
THEREOF DEPICTED HAVE BEEN SUBSTANTIALLY  
COMPLETED.

CERTIFICATION - PHASE TWO

THE UNDERSIGNED REGISTERED LAND SURVEYOR  
CERTIFIES THAT HE HAS READ VIRGINIA CODE  
53-79,58 (a) AND (b) AND FINDS THESE  
PLATS/PLANS TO BE ACCURATE AND IN  
COMPLIANCE WITH THE CODE. HE FURTHER  
CERTIFIES THAT ALL UNITS OR PORTIONS  
THEREOF DEPICTED HAVE BEEN SUBSTANTIALLY  
COMPLETED.

LEGEND

—S—	SANITARY SEWER
—W—	WATER
—S—	STORM SEWER
—E—	ELECTRIC LINE
—T—	TELEPHONE LINE
—G—	GAS LINE
—Z—	GROUND ELEVATION
—C—	GROUND CONTOUR
—M—	MANHOLE
—CPI—	CURB DROP INLET
—TDI—	YARD DROP INLET
—C.C.—	CLEAROUT
—C.C.—	CEMENT CONCRETE
—I.C.—	BITUMINOUS CONCRETE
—C.C.—	CONCRETE CURB
—C.—	CONTERLINE / BASELINE
—P.—	PROPERTY LINE
—D.—	DITCH SWALE LINE
—PL.—	PROJECT LIMITS
—O.E.S.—	PLADED END SECTION
—P.—	POWER POLE
—P.—	TELEPHONE POLE
—L.—	LIGHT POLE
—F.—	FENCE
—D.—	DIRECTION OF FLOW
—B.—	BORING
—B.—	BENCH MARK
—T.—	TREE LINE
—T.—	PIPE INTERCEPT

HUNTERS RIDGE CONDOMINIUMS  
PROPERTY OF

D.M.I., CORP.

HARRISONBURG, VIRGINIA

DATE: 9-13-85

SCALE: 1" = 50'

REVISED 9-13-86

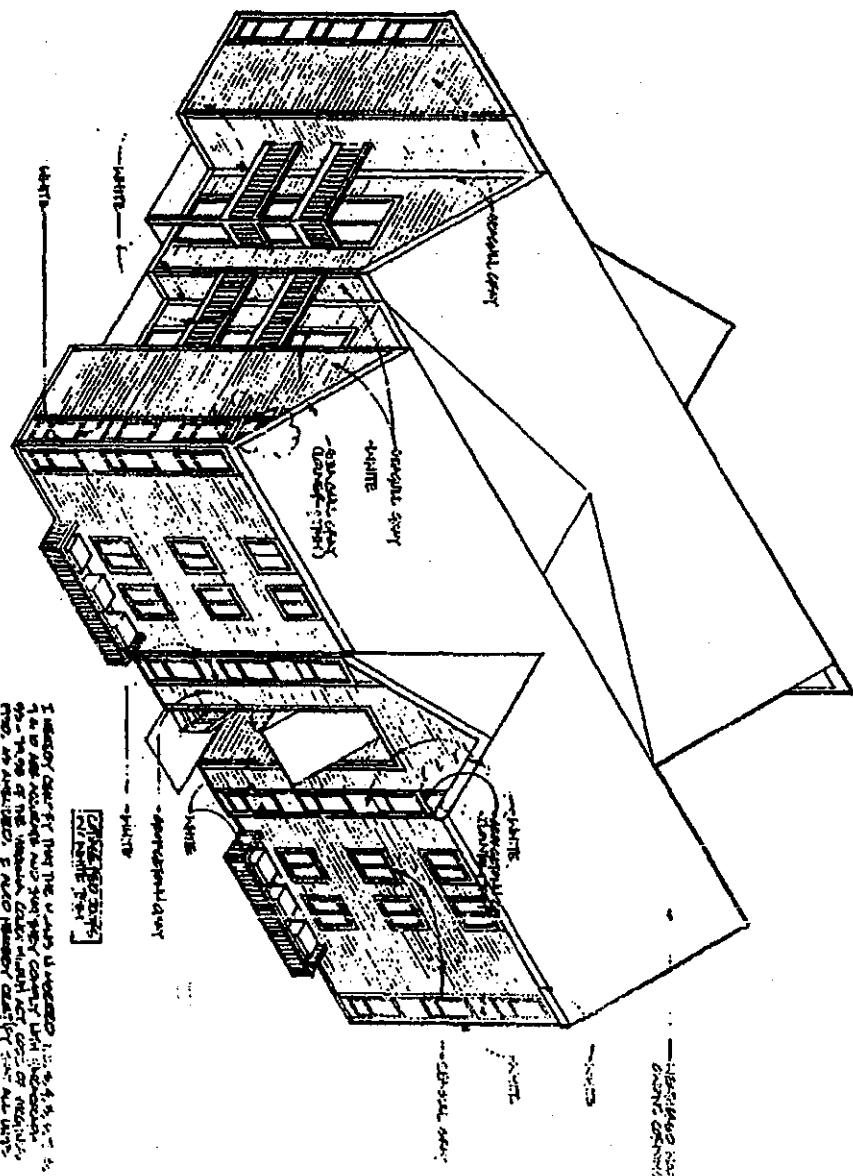
Langley and McDonald

ENGINEERS/PLANNERS/SURVEYORS  
VIRGINIA BEACH, VIRGINIA  
HARRISONBURG, VIRGINIA

SHEET 2 OF 2

DWG. NO. 1663 WA

00002 000940



MAGOON & GLENNSEY ARCHITECTS

100% FINISHED HUNTER'S RIDGE, 100% FINISHED

HUNTER'S RIDGE, 100% FINISHED

HUNTER'S RIDGE, 100% FINISHED

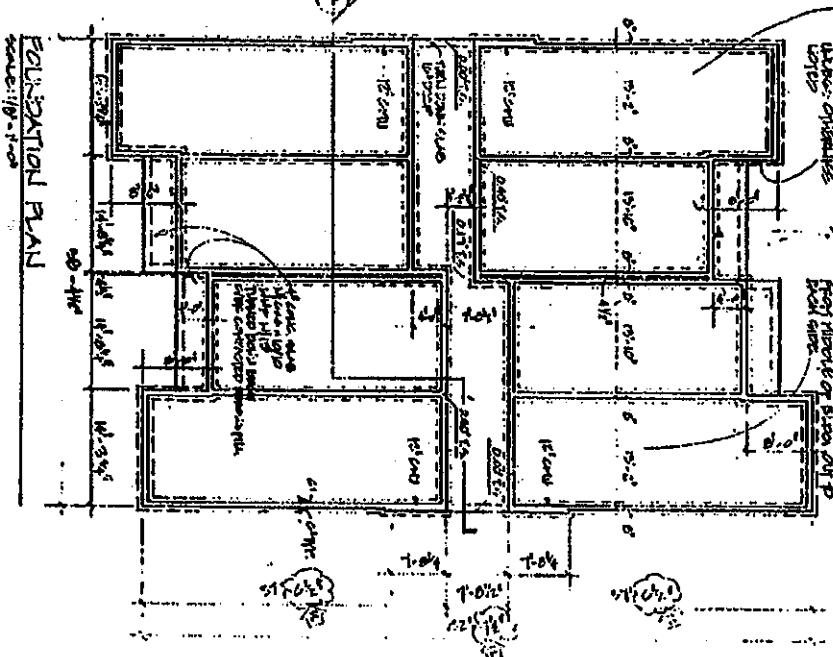
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THE GREAT LAKES STATE OF  
MICHIGAN



FOUNDATION PLATE

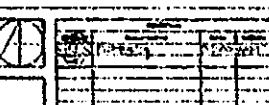
NOTE: this procedure applies only to situations where the  
Healthcare provider has been granted authority by the Reg.



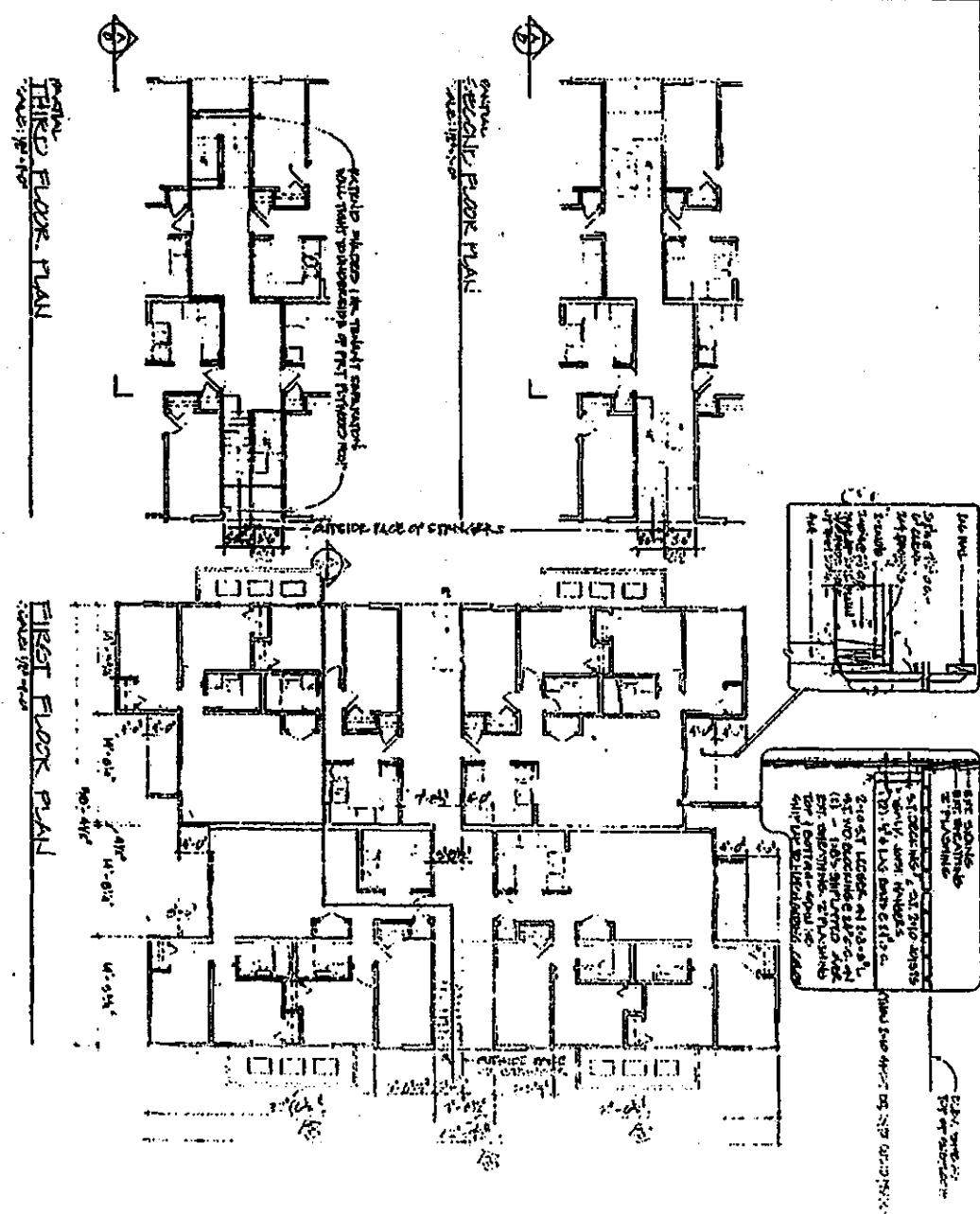
MAGOON/GERNSHEY ARCHITECTS

MCGOWAN/GUERNSEY ARCHITECTS  
220 NORTH 10TH AVENUE, SUITE 200, PHOENIX, ARIZONA 85004-2303, (602) 253-6230 /

HUNTER'S RIESE CONDOMINIUM  
LAKE SHELBY, VIRGINIA



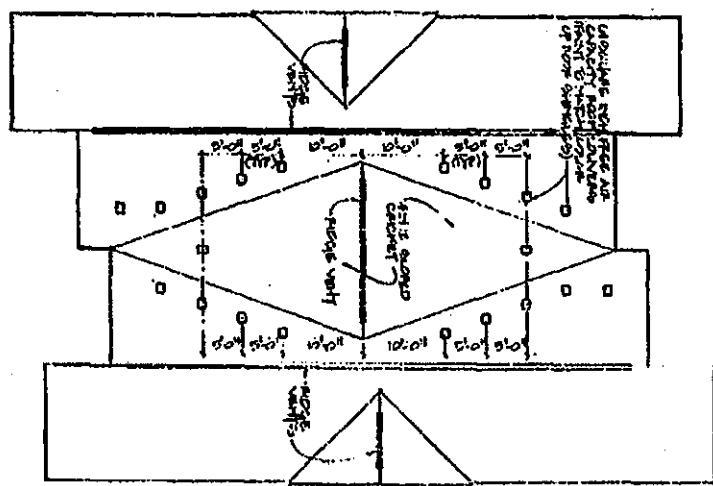
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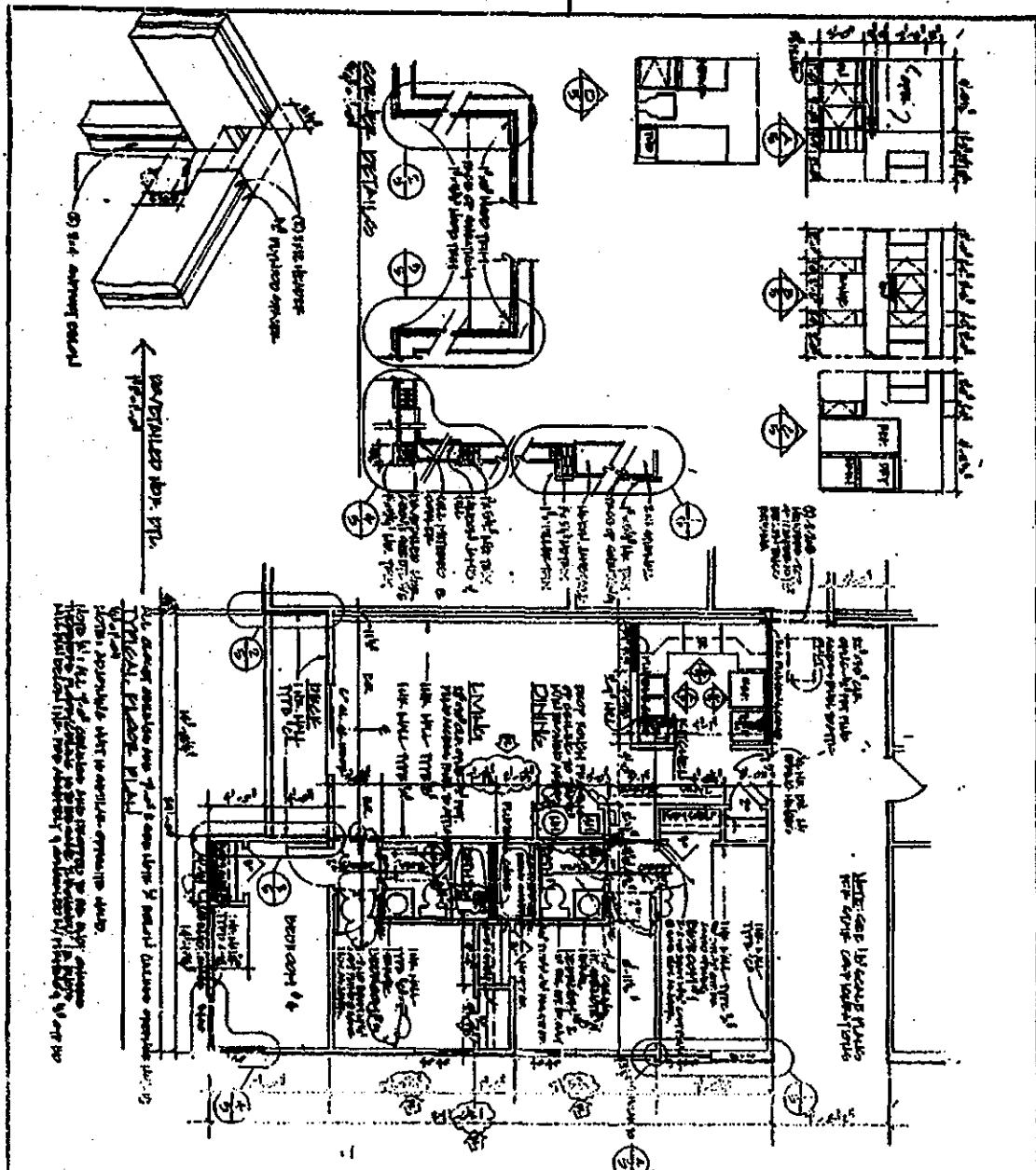
**MAGOON/GUERNSEY ARCHITECTS**  
114 NORTH BROADWAY STREET WILLIAMSBURG VA 23401 664-2233  
**HUNTER'S RISE CONDOMINIUMS**  
HARRISONBURG, VIRGINIA

BR882 P0343



MAGOON GLENGARRY ARCHITECTS  
220 NORTH BROADWAY STREET, WILMINGTON, DELAWARE 19805 (302) 220-4570

BK802 PG0344

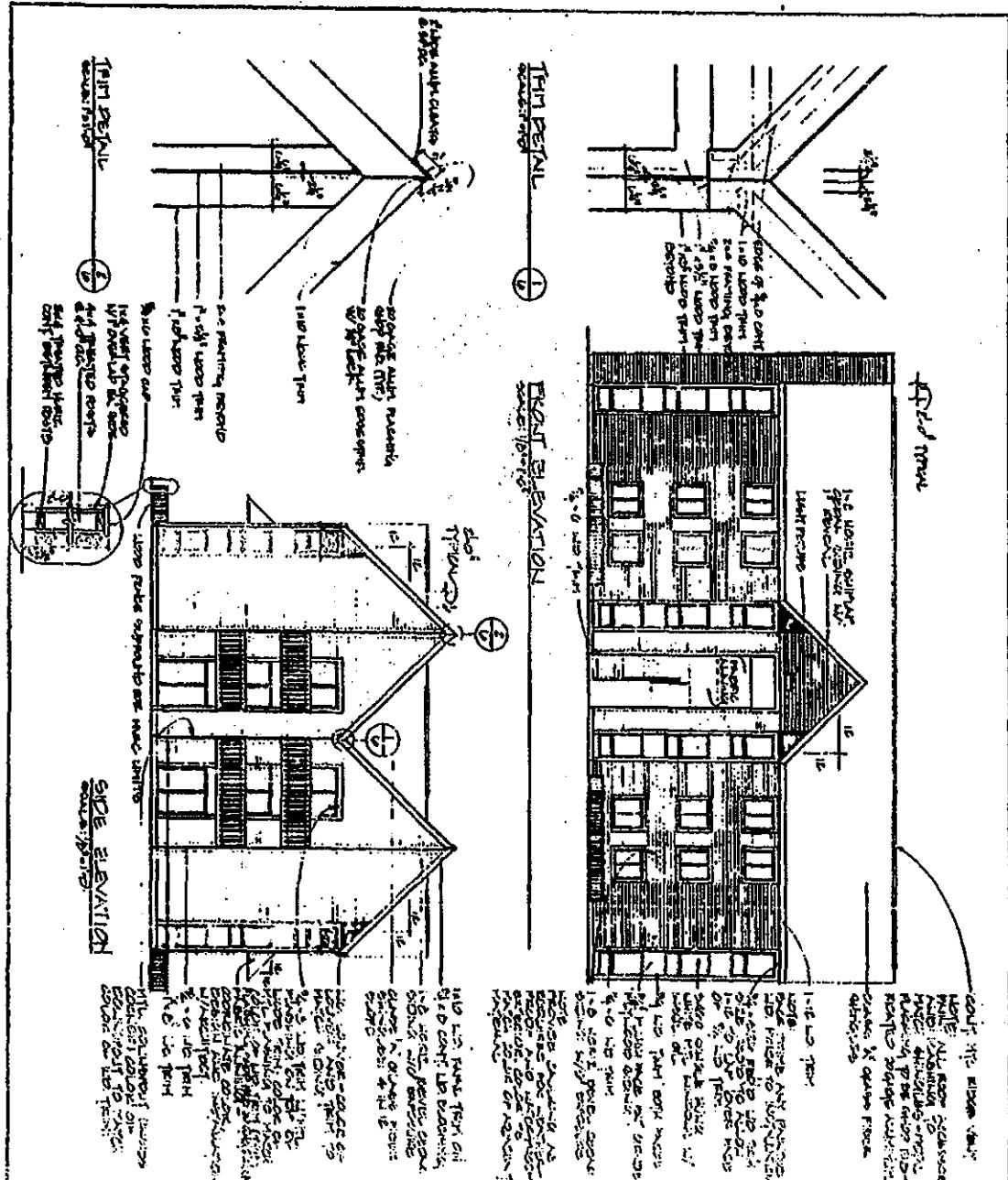


MAGOON/GUERNSEY ARCHITECTS

170 NORTHERN BOUNDARY STREET WILLIAMSBURG, VIRGINIA 23185 804 250-0210

HUNTER'S RIDGE CONDOMINIUMS  
WILLIAMSBURG, VIRGINIA

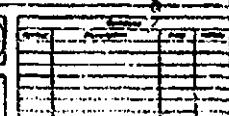
8K802 P80345



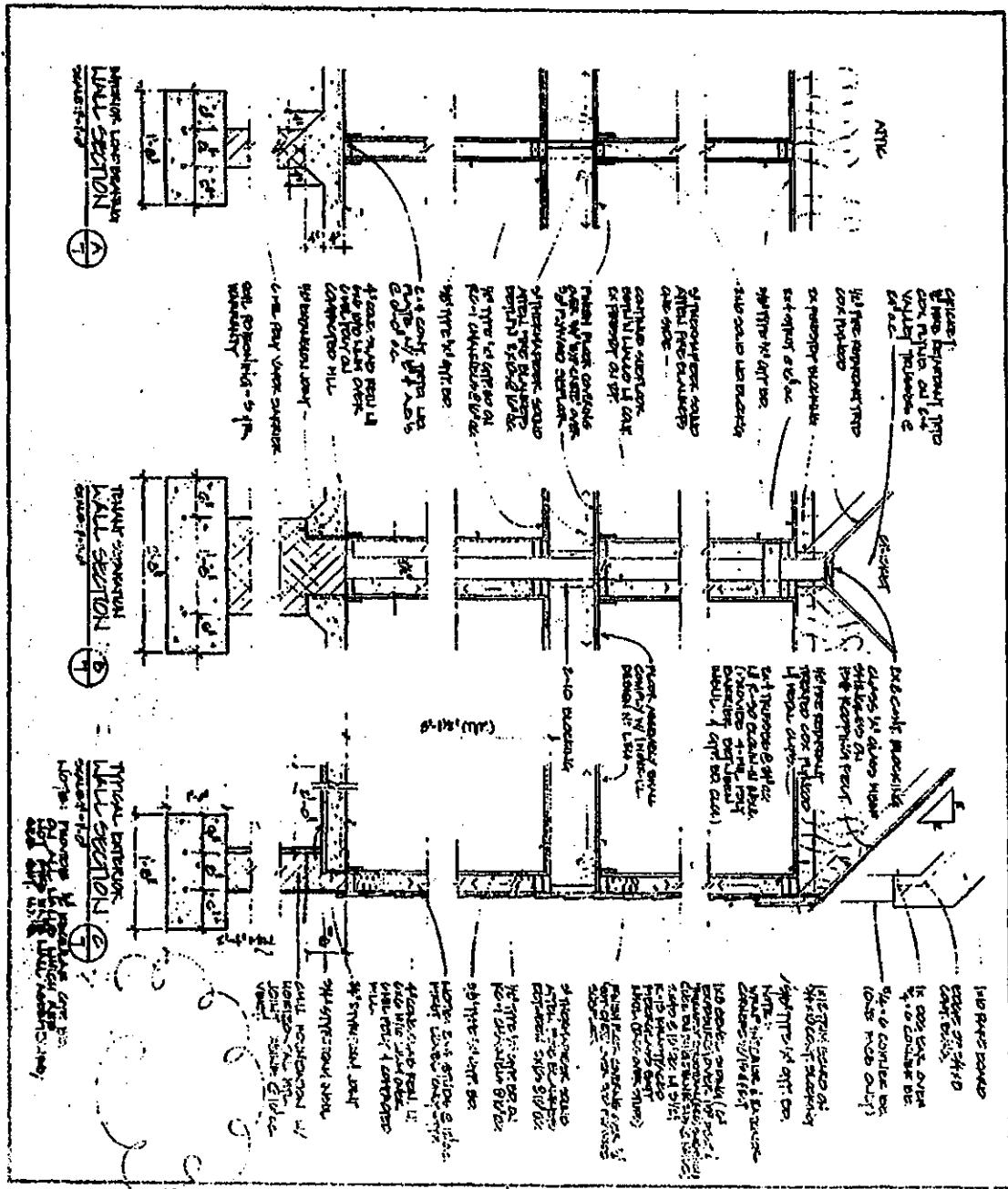
MAGOON/GUERNSEY ARCHITECTS

229 NORTH SOUNDARY STREET WILLIAMSBURG VA 23665 804 220-0720

HUNTER'S RIDGE CONDOMINIUMS  
MANASSAS, VIRGINIA



2002 860346



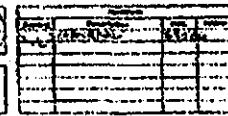
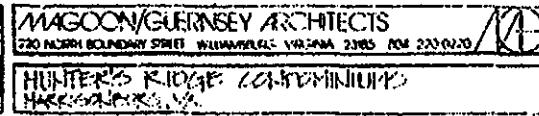
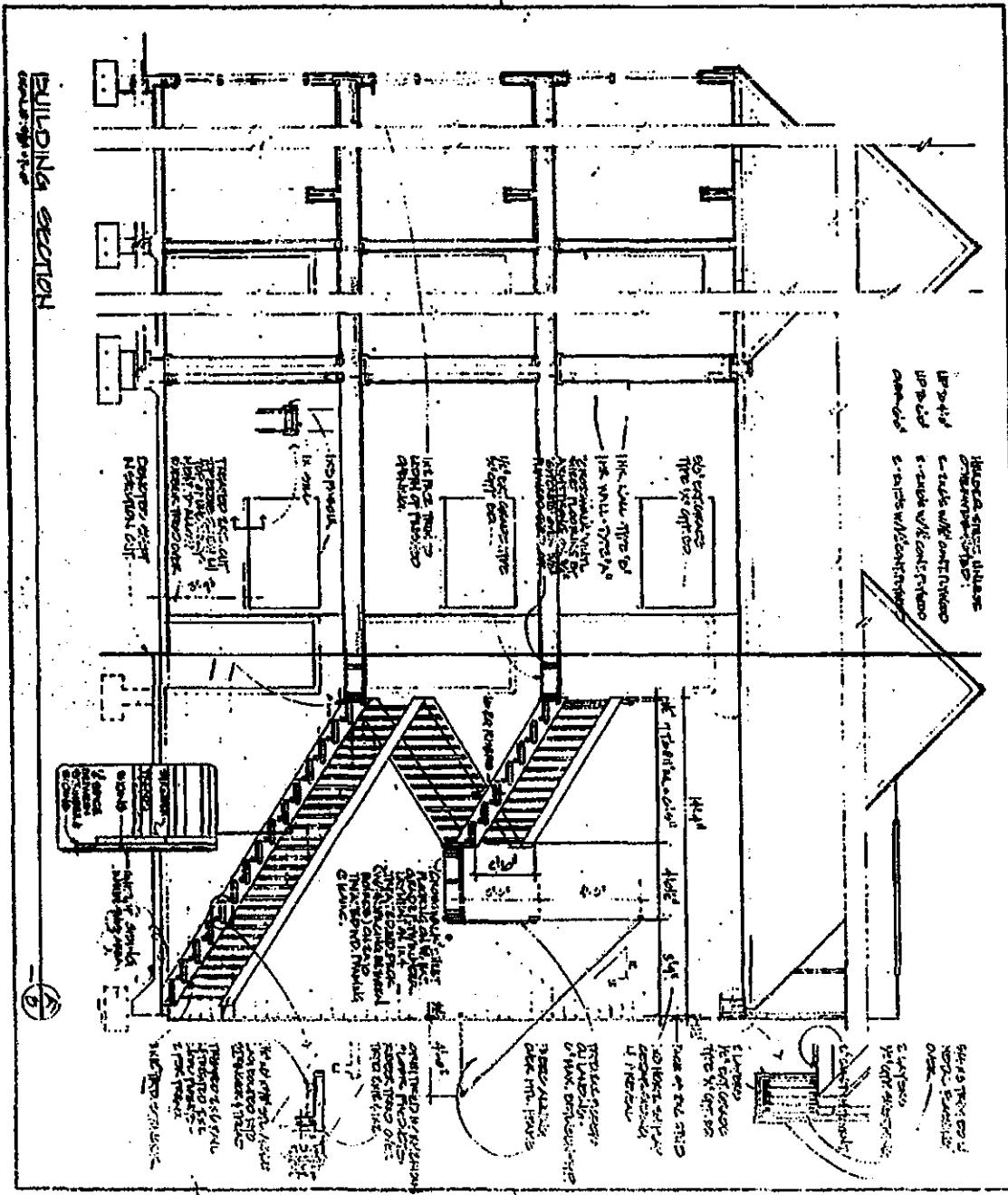
MAGOON/GUERNSEY ARCHITECTS

220 NORTH BOUNDARY STREET WILLIAMSBURG, VIRGINIA 23885 804 220-0770

HUNTER'S RIDGE CONDOMINIUM  
HARRISBURG, PA.

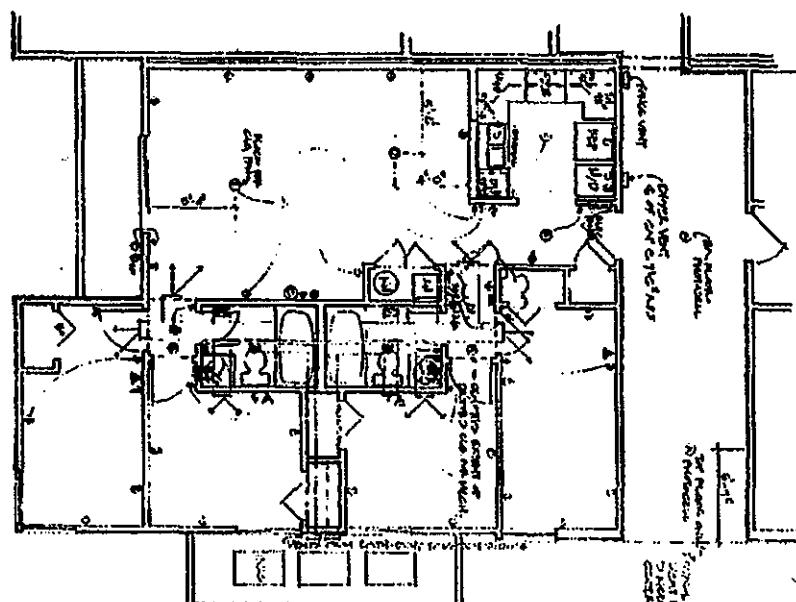
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## BUILDING SECTION



BK602 PG0348

## Typical Room Plan: Section/Measurement



MAGOON/GUERNSEY ARCHITECTS  
220 NORTH BOUNDARY STREET, WILLIAMSBURG, VIRGINIA 23883, TEL 218/222-2100

HTTP://WWW.GOODMILL.COM

प्राप्तिकां विद्युते विद्युतिः ।  
प्राप्तिकां विद्युते विद्युतिः ।

BK602 266349

RECEIVED in the Clerk's Office of the Circuit Court of Franklin County  
on the day of , 18

15. 15 day of June, 1954. I certify that  
the foregoing instrument was this day presented in the office aforesaid, and is  
in full compliance with the requirements of law. I further certify to record this  
instrument in the office of the Secretary of State of the Commonwealth of Massachusetts.

Record Book No. 862-334 TESTE  
Sect. 35, R. 1, S. 36 State County City Transfer  
Decedents 2265 L. WAYNE WALTER  
2005 2006 26065

MAGOON/GUERNSEY ARCHITECTS  
220 NORTH BROADWAY STREET, VALDOSTA, GEORGIA 31601 804 230-0277

HUNTER'S RIDGE CONDOMINIUMS  
HARRISONBURG, VIRGINIA

SECOND AMENDMENT TO  
DECLARATION OF HUNTERS RIDGE CONDOMINIUMS

THIS AMENDMENT is made by DMI CORPORATION, a Virginia corporation, (the "Declarant"), the UNIT OWNERS, and all MORTGAGEES of HUNTERS RIDGE CONDOMINIUMS located in the City of Harrisonburg, Virginia. The Declaration creating the HUNTERS RIDGE CONDOMINIUMS was recorded on October 25, 1985 in the Clerk's Office of the Circuit Court of the County of Rockingham, Virginia, in Deed Book 763, at page 0001. The first Amendment To Declaration, Hunters Ridge Condominiums, Parking Space Assignments was recorded in Deed Book 802, at page 334.

WHEREAS, Phase One consisting of 24 Units and Phase Two consisting of 48 Units for a total of 72 Units has been constructed and completed by the Declarant; and

WHEREAS, the Declarant reserved the right for future expansion into Phase Three for 30 Units, and has requested an Amendment to the Declaration to allow for Phase Three to consist of 36 Units. In addition, the Declarant has requested an Amendment to the Declaration to allow for additional future expansion into Phase Four for 48 Units. The total number of additional Units requested being 54, thereby increasing the total number of units from 102 to 156; and

WHEREAS, the Declarant, 100% of the Unit Owners, and all Mortgagees of the Condominium Units in the Condominium are desirous of amending the Declaration, pursuant to Section 55-79.72 of the Code of Virginia as amended, and have agreed to amend the Declaration to allow for the expansion of the Condominium from 102 Units to 156 Units in accordance with the following Amendments; and

NOW, THEREFORE, the said Declaration is amended by replacing the Sections referred to herein with new Sections reading as follows:

ARTICLE 3

DESCRIPTION OF THE CONDOMINIUM

3.5 Future Expansion And Withdrawable Land.

(a) FUTURE EXPANSION

(2) PHASE THREE: 36 Units. The Declarant currently owns an option to purchase additional land, which is located between Port Republic Road and the 4.71 acre tract described herein on the southside of the 1.33 acre tract comprising the roadway.

The right to expand the condominium reserved hereby shall expire no later than seven (7) years from the date of the recordation of this Amended Declaration. The reservation to expand may also terminate, if the option to purchase the additional lands expires or terminates by the terms of that agreement or voluntarily by the parties thereto.

The additional land is described as follows: 2.37 acres, more or less, located on the south of Parcel II, "Withdrawable Land" 1.33 acres, more or less, as shown on the plat entitled, "PLAT OF PROPERTY OF DMI CORP., DB 739, PG 499, HARRISONBURG, VIRGINIA", made by Langley and McDonald, recorded in Rockingham County Deed Book 751, page 502, with that certain deed from David Royce Garber, et ux, to DMI Corporation.

All additional land must be added at one time, the improvements to be constructed thereon cannot be located at this time and no assurance of the location is made in that regard.

The Declarant would construct a maximum of three (3) additional buildings, to consist of twelve (12) units each for a total of thirty six (36) units. Should the maximum expansion occur there would be a reallocation of the undivided interest in the common elements. The minimum undivided interest in the common elements in this instance would be 1/108. No other improvements are planned, except for possibly accessory buildings no assurances are made however.

All units shall be exclusively of residential use. Each building will be substantially identical to and of the same design as the existing buildings. They will be designed by the same architect, constructed from comparable materials, and be constructed by the same contractor in the same quality manner.

The limited common elements to be assigned in the additional land shall be the same as those assigned herein.

(3) PHASE FOUR: 48 Units. The Declarant would construct a maximum of four (4) additional buildings, to consist of twelve (12) units each for a total of forty eight (48) units. Should the maximum expansion occur there would be a reallocation of the undivided interest in the common elements. The minimum undivided interest in the common elements in this instance would be 1/156. A 1.3 acres, more or less, parking and recreation area is planned as a part of this Phase, as a common element.

All units shall be exclusively of residential use. Each building will be substantially identical to and of the same design as the existing buildings. They will be designed by the same architect, constructed from comparable materials, and be constructed by the same contractor in the same quality manner.

The limited common elements to be assigned in the additional land shall be the same as those assigned herein.

The right to expand the condominium reserved hereby shall expire no later than seven (7) years from the date of the recordation of this Amended Declaration. The reservation to expand may also terminate, if the option to purchase the additional lands expires or terminates by the terms of that agreement or voluntarily by the parties thereto.

The additional land is described as follows: 4.8 acres, more or less, on the southside of Port Republic Road, described in Deed Book 251, page 477, known as 735 Port Republic Road, rectangular in shape, the length being parallel to the land described in PHASE THREE.

All additional land must be added at one time, the improvements to be constructed thereon cannot be located at this time and no assurances of the location is made in that regard.

(b) (1) WITHDRAWABLE LAND: PHASE ONE AND TWO. The Declarant expressly reserves the right to contract the condominium. The Declarant, however, is limited to withdrawal of Parcel II, 1.33 acres and 0.58 acres of Parcel I, labeled WITHDRAWABLE LAND on the plats, and described in Article 3 hereof for the express purpose of conveyance to the City of Harrisonburg as a dedicated public right-of-way. The consent of the unit owners shall not be required. The right to withdraw such land in this manner shall expire not later than seven (7) years from the date of recordation of this Amended Declaration.

(2) WITHDRAWABLE LAND: PHASE THREE AND FOUR. The Declarant expressly reserves the right to contract the condominium. The Declarant, however, is limited to withdrawal of a variable width right-of-way from Hunters Road across Phase Three and Four for the express purpose of conveyance to the City of Harrisonburg as a dedicated public right-of-way . The consent of the unit owners shall not be required. The right to withdraw such land in this manner shall expire not later than seven (7) years from the date of recordation of this Amended Declaration.

#### ARTICLE 4

##### APPURTENANCES TO UNITS

###### 4.1 General Common Elements.

(d) The road, driveways, all parking spaces not assigned, walkways, lawns, fences, shrubbery and other landscaping.

4.3 Fractional Interest in Common Elements. Each Unit Owner shall have the minimum undivided interest in the Common Elements of the Condominium: PHASE ONE - 1/24; PHASE TWO - 1/72; PHASE THREE - 1/108; and PHASE FOUR - 1/156. No fractional interest in the Common Elements shall be reduced except with the unanimous consent of each of the Unit Owners expressed in

an amended Declaration. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains, and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Unit Owner may, without hindering or encroaching upon the lawful rights of the other Unit Owners, use the General Common Elements and the Limited Common Elements appurtenant to his Unit in accordance with the purposes for which they are intended.

All terms and provisions of the Declaration are ratified and confirmed except as amended herein.

Pursuant to Section 55-79.2 (d) of the Code of Virginia, I, LARRY R. McCARDLE, President of the Hunters Ridge Condominiums Unit Owner's Association, hereby certify that all of the Unit Owners and Mortgagees of the Condominium Units in the Hunters Ridge Condominiums have executed the Amendment attached hereto.

Dated: 5/8/87

(SEAL)

LARRY R. McCARDLE, President

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me this 8th day of MAY, 1987, by LARRY R. McCARDLE, President of the Hunters Ridge Condominiums Unit Owner's Association, on behalf of the Association.

  
NOTARY PUBLIC

My commission expires on: 9/15/87.

PARCEL TWO: Parcel containing 2.42 acres and lying  
south of Hunters Road and west of Port Republic Road and  
described as follows:

"BEGINNING at an iron pin in the western right-of-way of Port Republic Road, said pin being the southeastern corner of said property currently standing in the name of David R. and Doris J. Garber, said pin also being the northeastern corner of property now or formerly standing in the name of Keagy, said pin being the point of beginning; thence, S  $49^{\circ} 00' 00''$  W a distance of 1048.90 feet to an iron pin; thence, N  $43^{\circ} 54' 20''$  W a distance of 98.67 feet to a point; thence, N  $50^{\circ} 20' 56''$  E a distance of 21.14 feet to a point; thence, along a curve to the left having a radius of 252.34 feet an arc distance of 72.56 feet to a point; thence, along a curve to the right having a radius of 275.00 feet an arc distance of 68.28 feet to a point; thence, N  $48^{\circ} 05' 55''$  E a distance of 522.90 feet to a point; thence, along a curve to the right having a radius of 284.39 feet an arc distance of 163.12 feet to a point; thence, along a curve to the left having a radius of 325.00 feet an arc distance of 105.96 feet to a point; thence, N  $62^{\circ} 16' 52''$  E a distance of 114.02 feet to a point; thence, along a curve to the right having a radius of 10.66 feet an arc distance of 18.61 feet to the point of beginning, containing 2.42 acres."

Shown and designated as Additional Land, 2.42 AC on that certain plat entitled, "HUNTERS RIDGE CONDOMINIUMS, PROPERTY OF DMI, CORP.; D.B. 739, PG. 499, HARRISONBURG, VIRGINIA", dated December 9, 1986 and made by Langley and McDonald, a professional corporation, of record in the Clerk's Office of the Circuit Court for Rockingham County, Virginia, in Deed Book 821, page 185, to which plat reference is here made.

Being a portion of the same property as that  
conveyed to the Grantor herein by Deed dated  
December 15, 1986 from David Royce Garber, et ux,  
of record in the aforesaid Clerk's Office in  
Deed Book 821, page 181.

Address to the 19th Annual Meeting of the General Court of Probate, in County

13 May 1982

87 10:30

1970-1971. The following table summarizes the results of the study.

1200 FESTIVE

847 U. VARIIFORMIS  
Giles

Page 91

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County  
The following instrument was this day presented in the office aforesaid, and in  
together with the Schedule of Acknowledgment of same, recorded to day this  
day of Aug, 1987 at 2:59 P.M. I certify that  
dishes were read and approved  
Sec. 54.54 Date \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 58-54.1 Date \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Recording 21.00 TESTIE

L. WAYNE HARPER

CLERK

Deed Book No. 763 Page 364

**BK862 PG0378**

THIRD AMENDMENT  
TO DECLARATION  
HUNTERS RIDGE CONDOMINIUMS  
RE: PARKING SPACE ASSIGNMENTS

THIS AMENDMENT, made this 1st day of July, 1987, by  
DMI CORPORATION, a Virginia corporation, (the Declarant), pursuant  
to Article 4, Paragraph 4.2, Limited Common Elements, of the  
Declaration of Hunters Ridge Condominiums, as recorded in the  
Clerk's Office of the Circuit Court for the County of Rockingham,  
in Deed Book 763, page 001.

WHEREAS, the Declarant reserved the right to assign as  
Limited Common Elements any or all of the parking spaces provided  
by the Declarant within the Condominiums.

NOW, THEREFORE, the Declarant hereby assigns the following  
parking spaces, as shown on the attached sketch:

Building #1360

<u>Unit #</u>	<u>Assigned Space #</u>
A	77
B	76
C	75
D	78
E	79
F	80
G	74
H	73
I	81
J	82
K	83
L	84

Building #1346

<u>Unit #</u>	<u>Assigned Space #</u>
A	96
B	85
C	86
D	95
E	94
F	89
G	88
H	93
I	87
J	92
K	90
L	91

Building #1340Unit #Assigned Space #

A	97
B	108
C	107
D	98
E	99
F	106
G	105
H	100
I	101
J	104
K	103
L	102

WITNESS the following signature and seal:

DMI CORPORATION  
a Virginia corporationBY: Sterling M. Nichols (SEAL)  
STERLING M. NICHOLS  
President

COMMONWEALTH OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument bearing date of July 1, 1987, has been acknowledged before the undersigned, a Notary Public in and for the jurisdiction aforesaid, by Sterling M. Nichols, President of DMI Corporation, a Virginia corporation, this 2nd day of July, 1987.

NOTARY PUBLIC

My commission expires on: 9/15/87

3M 62 P60380

HUNTERS ROAD

1366

1360

1346

1340

1372

1384

PHASE I (Exist.)

PHASE III (Proposed)

24-2 Bedroom Units

36-4 Bedroom Units

31384

FOURTH AMENDMENT TO DECLARATION  
 HUNTERS RIDGE CONDOMINIUMS  
RE: PARKING SPACE ASSIGNMENTS FOR PHASE IV

THIS AMENDMENT, made this 25th day of July, 1988, by DMI CORPORATION, a Virginia corporation, (the Declarant), pursuant to Article 4, Paragraph 4.2, Limited Common Elements, of the Declaration of Hunters Ridge Condominiums, as recorded in the Clerk's Office of the Circuit Court for the County of Rockingham, Virginia, in Deed Book 763, page 001.

WHEREAS, the Declarant reserved the right to assign as Limited Common Elements any or all of the parking spaces provided by the Declarant within the Condominiums.

NOW, THEREFORE, the Declarant hereby assigns the following parking spaces, as shown on the plat entitled, "HUNTERS RIDGE CONDOMINIUMS, PHASE FOUR, PROPERTY OF DMI CORPORATION, HARRISONBURG, VIRGINIA" dated December 18, 1987, made by Langley and McDonald, revised February 15, 1988: building dimensions added, revised July 22, 1988: as-built dimensions added.

Building #1330

<u>Unit #</u>	<u>Assigned Space #</u>
A	109
B	114
C	120
D	115
E	110
F	113
G	119
H	116
I	111
J	112
K	118
L	117

Building #1336

<u>Unit #</u>	<u>Assigned Space #</u>
A	132
B	131
C	130
D	129
E	128
F	127
G	126
H	125
I	124
J	123
K	122
L	121

Building #1342Unit #Assigned Space #

A	141
B	142
C	143
D	144
E	139
F	134
G	140
H	133
I	137
J	136
K	138
L	135

Building #1348Unit #Assigned Space #

A	148
B	147
C	145
D	146
E	155
F	156
G	154
H	153
I	149
J	150
K	151
L	152

RECORDED IN CLERK'S OFFICE  
ROCKINGHAM COUNTY, VA  
L. WAYNE HARPER, CLERK

88 AUG -2 PM 4:02

WITNESS the following signature and seal:

DMI CORPORATION,  
a Virginia corporation

BY: *Sterling M. Nichols* (SEAL)  
STERLING M. NICHOLS  
President

008180

COMMONWEALTH OF VIRGINIA  
*Rockingham*  
CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument bearing date of July 25, 1988 has been acknowledged before the undersigned, a Notary Public in and for the jurisdiction aforesaid, by Sterling M. Nichols, President of DMI Corporation, a Virginia corporation, this 2nd day of *August*, 1988.

*Nancy C. Bryant*  
NOTARY PUBLIC

My commission expires on: 9-18-89

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County. The foregoing instrument was this day presented in the office aforesaid, and is, together with the certificate of acknowledgment annexed, admitted to record this day of August, 1988 at 4:02 P.M. I certify that taxes were paid when applicable:  
Sec. 54.54 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 54.54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Recording 10.00 TESTE

-2-

Deed Book No. 914 Page 634

L. WAYNE HARPER  
CLERK

FIFTH AMENDMENT TO  
DECLARATION OF HUNTERS RIDGE CONDOMINIUMS

THIS AGREEMENT is made by DMI CORPORATION, a Virginia corporation, (the "Declarant"), UNIT OWNERS, and MORTGAGEES of HUNTERS RIDGE CONDOMINIUMS located in the City of Harrisonburg, Virginia. The Declaration creating the HUNTERS RIDGE CONDOMINIUMS was recorded on October 25, 1985 in the Clerk's Office of the Circuit Court of the County of Rockingham, Virginia, in Deed Book 763, at page 0001. The Declaration has been previously amended: 1) The first Amendment was recorded in Deed Book 802, at page 334; 2) The second Amendment was recorded in Deed Book 847, at page 41; 3) The third Amendment was recorded in Deed Book 862, at page 378; and 4) The fourth Amendment was recorded in Deed Book 914, at page 634.

WHEREAS, the Declarant and the Unit Owners and their Mortgagees to which two-thirds (2/3) of the votes in the Unit Owners Association appertain have agreed to amend the Declaration, pursuant to Section 55-79.72 of the Code of Virginia, as amended, and have agreed to amend the Declaration to allow for the following corrections, changes, additions and deletions to the Declaration; and

NOW, THEREFORE, the said Declaration is amended by replacing the Sections referred to herein with new Sections reading as follows:

I. Amendment:

ARTICLE 5

RESTRICTIONS

5.2 Restrictions on Transfer.

(c) No Unit Owner may lease his Condominium Unit for a period of less than thirty (30) days. The leasing of Condominium Units shall be subject to such reasonable regulations as the Board of Directors of the Association shall promulgate from time to time.

2. Addition:

ARTICLE 9

RECONSTRUCTION OR REPAIR AFTER CASUALTY  
AND EMINENT DOMAIN (CONDEMNATION)

9.5 Eminent Domain. The Association shall represent the Unit Owners in condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of common elements or any part thereof, by the condemning authority. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Condominium Unit and for each owner of any other interest in or claim against the Condominium to represent them in any eminent domain proceedings.

In the event of a taking or acquisition of the common elements or any part thereof by the condemning authority, the award or proceeds of settlement shall be payable to the Association to be held in trust for the Unit Owners and their mortgage holders or other claimants as their interest may appear. The sum so held in trust shall be distributed by the same procedure set forth for the distribution of insurance proceeds in Article 8, Section 8.5 of this Declaration.

The Association shall have the right to restore the common elements so taken on remaining land or on other acquired land, provided that this Declaration and plat are fully amended. Should a Unit be taken in whole or the taking destroys or reduces any portion of the Unit so that it cannot be made tenantable and the Unit Owner has been compensated for his loss, the Association shall include any portion of a Unit remaining as a portion of the common elements and the undivided interest of the Unit Owners in the common elements shall be reallocated. An amendment to this Declaration and plat shall be recorded.

3. Addition:

ARTICLE 10

ASSOCIATION

10.6 Fidelity Bonds. All directors, officers and employees of the Association shall be required by the Bylaws to furnish adequate fidelity bonds should they be charged with handling or responsible for any corporate funds.

4. Correction:

ARTICLE 13

AMENDMENT

13.2 Protection of Mortgagees. The rights under this Declaration of a holder of a first lien on a Condominium Unit shall not be adversely affected by any amendment unless the amendment is approved by such lienholder as provided herein. A copy of any proposed amendment shall be furnished to all bona fide first lienholders, and unless the disapproval of any such amendment is received within thirty (30) days of the giving of such copy, the amendment shall be conclusively deemed approved by such lienholder. A copy of each amendment shall be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia.

5. Confirmation:

All Articles of the Declaration and its amendments are ratified and confirmed, except as referred to and modified herein.

GIVEN under my hand this 21<sup>st</sup> day of February, 1990.

DMI CORPORATION,  
a Virginia corporation

BY: Sterling M. Nichols (SEAL)  
Sterling M. Nichols, President

CERTIFICATION

Pursuant to Section 55-79.72 (d) of the Code of Virginia, I, Barry I. Markowitz, President of the Hunters Ridge Condominiums Unit Owner's Association, hereby certify that ~~xx~~<sup>a sufficient number</sup> of the Unit Owners and Mortgagors of the Condominium Units in the Hunters Ridge Condominiums have executed a copy of this Fifth Amendment to acknowledge their consent to these revisions.

Dated: 4/2/90

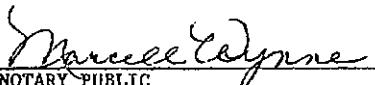
  
President 

(SEAL)

STATE OF VIRGINIA

CITY/COUNTY OF James City, to-wit:

The foregoing instrument was acknowledged before me this 21st day of February, 1990 by STERLING M. NICHOLS, President of DMI CORPORATION, a Virginia corporation.

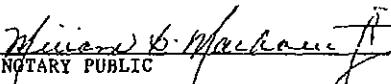
  
NOTARY PUBLIC

My commission expires on: 10-6-93.

STATE OF NEW JERSEY

CITY/COUNTY OF MORRIS, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of April, 1990, by Barry I. Markowitz, President of the Hunters Ridge Condominiums Unit Owner's Association, on behalf of the Association.

  
NOTARY PUBLIC

My commission expires on: 10-6-93.

MIRIAM B. MARKOWITZ  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar 29 1994

RECEIVED  
APR 12 1990  
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APR 12 1990  
RECEIVED  
APR 12 1990

804413

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County  
The foregoing instrument was this day presented in the office of Clerk, and is  
by order of the Clerk of the circuit court acknowledged, admitted to record this  
12 day of April, 1990 at 1:48 PM. I certify that  
fees were paid when applicable:

Sec. 58-5.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 58-54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Recording 10.00 TESTE

L. WAYNE HARPER  
CLERK

Deed Book No. 1008 Page 607

THIS DECLARATION, made this 1st day of July, 1985, by DMI CORPORATION, a Virginia corporation (the "Declarant"), to establish a condominium as provided in the Condominium Act of the Commonwealth of Virginia, as set forth in Chapter 4.2, Title 55, Code of Virginia of 1950, as amended (the "Condominium Act");

W I T N E S S E T H:

WHEREAS, Declarant owns fee simple title to certain land and premises, and the appurtenances thereunto belonging (the "Property"), situate in the City of Harrisonburg, Virginia, located on what is to be known as HUNTERS ROAD, which Property is more particularly described in Section 3.1 of this Declaration; and

WHEREAS, it is the desire and intention of Declarant to submit the Property to the provisions of the Condominium Act and thereby create a condominium;

ARTICLE 1

NOW, THEREFORE, Declarant states as follows:

1. Creation of Condominium. Declarant hereby submits the Property to the provisions of the Condominium Act, and further declares that on and subject to the terms and conditions hereinafter set forth, the Property shall be held, conveyed, leased, rented and occupied, improved, hypothecated and/or encumbered subject to the provisions of the Condominium Act and the covenants and restrictions hereinafter set forth, including the Bylaws of the "Association" (hereinafter defined), and Declarant further declares that the Property shall be a condominium known as "HUNTERS RIDGE CONDOMINIUMS".

ARTICLE 2

2. Definitions. Unless it is plainly evident from the context that a different meaning is intended, and except as hereinafter modified or extended, the terms used in the "Condominium Instruments" shall have the meaning set forth in the Condominium Act as in effect as the date of this Declaration.

2.1 Association. Association means Hunters Ridge Condominium Owners Association, Inc., a non-stock, non-profit Virginia corporation, which is an association of the Unit Owners acting as a group in accordance with the Condominium Instruments and the Condominium Act.

2.2 ByLaws. Bylaws mean the Bylaws of the Association, P60002

2.3 Common Elements. Common Elements means both General Common Elements and Limited Common Elements as defined in Article 4 hereof.

2.4 Condominium. The Condominium means Hunters Ridge Condominiums, as submitted to the Condominium Act by the recordation of this Declaration.

2.5 Condominium Instruments. Condominium Instruments shall be a collective term referring to this Declaration, by Bylaws, any plats and plans, and any exhibit, schedule or certificate accompanying any of the foregoing and the unit deed.

2.6 Condominium Unit. Condominium Unit shall mean a Unit together with the undivided interest in the Common Elements appertaining to that Unit.

2.7 Mortgage. Mortgage shall mean any and all mortgages and deeds of trust creating a lien on a Condominium Unit and all renewals, extensions and modifications thereto. Mortgagee shall mean the holder of the obligations secured by the mortgage or such deed of trust.

2.8 Person. Person means an individual, corporation, partnership, association, trustee or other legal entity.

2.9 Unit. Unit shall mean that portion of the Condominium designated and intended for individual ownership and use.

2.10 Unit Deed. Unit Deed means a general warranty deed whereby the Declarant conveys in fee simple to the Unit Owner a Condominium Unit.

2.11 Unit Owner. Unit Owner shall mean one or more persons who own a Condominium Unit.

### ARTICLE 3

#### DESCRIPTION OF THE CONDOMINIUM

3.1 The Property. The Property consists of the following:

##### PARCEL B

Beginning at a post, said post lying at the corner of three parcels, the southernmost corner of property standing in the name of Tucker Valley Motor Lodge and Restaurant Corp., at the westernmost corner of property standing in the name of David R. and Doris J. Garber, and at the eastern corner of property standing in the name of the Commonwealth of Virginia; from said post proceeding along a line having a bearing of S. 43° 54' 20" E, a distance of 166.36 feet; thence, along a line having a bearing of S. 43° 54' 21" E, a distance of 467.48 feet to an iron pin; thence, along a line having a bearing of S. 75° 41' 03" W, a distance of 75.38 feet; thence, along a line having a bearing of S. 50° 54' 01" W, a distance of 292.70 feet to an iron pin; thence, along a line having a bearing of N. 40° 35' 53" W, a distance of 597.10 feet to

an iron pin, said pin lying in the Virginia State Right-of-Way of Interstate 81, tract N. 57-000-02 E, a distance of 323.66 feet, returning to the point of beginning and enclosing an area of 4.71 acres.

Being the same property conveyed to DMI Corporation by Deed dated April 17, 1985 from Doris Jean Garber, et vir, and recorded in Rockingham County Deed Book 739, page 499.

LESS AND EXCEPT: 0.58 acres, shown and described as Parcel "2", WITHDRAWABLE LAND on the plat of 4.71 acres entitled, Plat of Property of D.M.I. Corp. Deed Book 739, page 499, which said parcel is to be deeded to the City of Harrisonburg and dedicated as a public right-of-way upon completion of the improvements and acceptance by the City of Harrisonburg.

PHASE ONE - For Buildings 1366 and 1372 more particularly shown and described on the plat dated September 3, 1985 entitled, "HUNTERS RIDGE CONDOMINIUMS" recorded simultaneously herewith.

PHASE TWO (Not yet begun) - For Buildings 1380, 1384 1390 and 1396 more particularly shown and described on the plat dated September 3, 1985 entitled, "HUNTERS RIDGE CONDOMINIUMS" recorded simultaneously herewith.

PARCEL II:

Beginning at an iron pin in the western right-of-way of Port Republic Road, said pin being the southeastern corner of property currently standing in the name of David R. and Doris J. Garber, said pin also being the northeastern corner of property now or formerly standing in the name of Keagy, said pin being the point of beginning, thence along a curve to the left having a radius of 10.66' an arc distance of 18.61' to a point thence S 62° 16' 52" W a distance of 114.02' to a point, thence along a curve to the right having a radius of 325.00' an arc distance of 105.96' to a point, thence along a curve to the left having a radius of 284.39' an arc distance of 163.12' to a point, thence S 48° 05' 55" W a distance of 522.90' to a point, thence along a curve to the left having a radius of 275.00' an arc distance of 68.28' to a point, thence along a curve to the right having a radius of 252.34' an arc distance of 72.56' to a point, thence S 50° 20' 56" W a distance 21.14' to a point, thence N 43° 54' 20" W a distance of 67.69' to a point, thence N 48° 05' 55" E a distance of 685.88' to a point, thence S 41° 54' 05" E a distance of 2.5' to a point, thence along a curve to the right having a radius of 334.39' an arc distance of 191.79' to a point, thence along a curve to the left having a radius of 275.00' an arc distance of 89.66' to a point, thence N 62° 16' 52" E a distance of 114.57' to a point, thence along a curve to the left having a radius of 25.00' an arc distance of 34.91' to a point, thence S 17° 43' 04" E a distance of 84.46' to the point of beginning, containing 1.33 acres.

Being the same property conveyed to DMI Corporation by Deed dated July 24, 1985 from David Royce Garber, et ux and recorded in Rockingham County Deed Book 751, page 499.

This parcel to be deeded to the City of Harrisonburg and dedicated as a public right-of-way upon completion of the improvements and acceptance by the City of Harrisonburg. It is labeled Withdrawable Land on the plans and plat recorded at Deed Book 751, page 502.

**BK7 63 P60.004**  
3.2 Plans and Plats The plans (the "Plans") for the condominium have been prepared by the Architectural Practice of Robert A. Magoon, Jr., and are recorded herewith. The plats (the "Plats") for the condominium have been prepared by Langley and McDonald, a professional corporation, Engineers-Planners-Surveyors, Virginia Beach - Williamsburg, Virginia and are recorded herewith.

3.3 General Description of Improvements. Phase One includes (i) an improved parking area, and (ii) two (2) detached buildings, designated as 1366 and 1372 Hunters Road, contained within the bounds of the 4.71 acres described herein as Parcel I, Phase One. Each building consists of three (3) floors with four (4) residential units per floor, for a total of twelve (12) units per building, there are common entrances, exits and stairways. The first floor residential units are identified on the plans as Units A, B, C, and D in each building. Second floor units are identified on the plans as Units E, F, G, and H in each building. Third floor units are identified on the plans as Units I, J, K, and L in each building. Buildings 1366 and 1372 are scheduled to be completed by December 31, 1985. All structures will be newly constructed and are not in any part a conversion unit.

The roadway providing the means of ingress and egress to the project and Port Republic Road is within the bounds of a 1.33 acre tract described herein as Parcel II and 0.58 acres of Parcel I. It is labeled "Withdrawable Land" because it will be withdrawn by Declarant at an appropriate time to be deeded to the City of Harrisonburg and dedicated as a public right-of-way upon completion of the road according to specifications approved by the City of Harrisonburg and acceptance by the City.

3.4 Unit Boundaries.

(a) A Unit shall include the enclosed space delineated by the following boundaries: The lower boundary for each is the upper surface of the subfloor on the unit's level. The upper boundary is the lower surface of the ceiling joists in the ceilings of Units A, B, C, D, E, F, G, H in each building, and the lower surface of the roof rafters in the ceilings in the case of Units I, J, K, L in each building. Lateral boundaries coincide with the unfinished exterior surfaces of perimeter walls and interior load-bearing walls. All non-load-bearing walls within the unit boundaries, as well as the decorated surfaces of the walls, floors, and ceilings and all fixtures, appliances, heating and cooling elements

and other equipment located therein for the sole and exclusive use of such unit are also part of said unit. All doors and windows within or partially within any wall or ceiling forming boundaries to any unit shall be part of that unit.

(b) All doors and windows including jams, heads and sills (but not flashing) within or partially within any of the walls forming boundaries to any of the Units shall be part of the Unit.

(c) A Unit shall not include any pipes, wires, air ducts, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of more than one Unit or any load bearing wall serving the Building, structural members or any property of any kind, including fixtures and appliances within any Unit which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building.

3.5 Future Expansion And Withdrawable Land.

(a) FUTURE EXPANSION: The Declarant reserves the right to amend this DECLARATION and record additional plats and plans pursuant to 55-79.58 (c) for the express purpose of expanding the condominium. There are no limitations on the right of the Declarant to exercise the option to expand should it elect to do so. The consent of Unit Owners will not be required.

(1) PHASE TWO: 48 Units. Phase Two includes (i) an improved parking area, and (ii) four (4) detached buildings, designated as 1380, 1384, 1390, 1396 Hunters Road, contained within the bounds of the 4.71 acres described herein as Parcel I, Phase Two. Each building consists of three (3) floors with four (4) residential units per floor, for a total of twelve (12) units per building, there are common entrances, exits and stairways. The first floor residential units are identified on the plans as Units A, B, C and D in each building. Second floor units are identified on the plans as Units E, F, G and H in each building. Third floor units are identified on the plans as Units I, J, K and L in each building. Buildings 1380, 1384, 1390 and 1396 are scheduled to be completed by December 1, 1987. All structures will be newly constructed and are not in any part a conversion unit.

(2) PHASE THREE: 30 Units. The Declarant currently owns an option to purchase additional land, which is located between Port Republic Road and the 4.71 acre tract described herein on the southside of the 1.33 acre tract comprising the roadway. A condition of the option to purchase additional land is that it be rezoned from its present R-1 classification to R-3.

The right to expand the condominium reserved hereby shall expire no later than seven (7) years from the date of the recordation of this Declaration. The reservation to expand may also terminate, if the option to purchase the additional lands expires or terminates by the terms of that agreement or voluntarily by the parties thereto.

The additional land is described as follows: 2.37 acres, more or less, located on the south of Parcel II, "Withdrawable Land" 1.33 acres, more or less, as shown on the plat entitled, "PLAT OF PROPERTY OF DMI CORP., DB 739, PG 499, HARRISONBURG, VIRGINIA", made by Langley and McDonald, recorded in Rockingham County Deed Book 751, page 502, with that certain deed from David Royce Garber, et ux, to DNI Corporation.

All additional land must be added at one time, the improvements to be constructed thereon cannot be located at this time and no assurance of the location is made in that regard.

The Declarant would construct a maximum of five (5) additional buildings, to consist of (6) units each for a total of thirty (30) units. Should the maximum expansion occur there would be a reallocation of the undivided interest in the common elements. The minimum undivided interest in the common elements in this instance would be 1/102. No other improvements are planned, except for possibly accessory buildings, no assurances are made however.

All units shall be exclusively of residential use. Each building will be substantially identical to and of the same design as the existing buildings only smaller. They will be designed by the same architect, constructed from comparable materials, and be constructed by the same contractor in the same quality manner.

The limited common elements to be assigned in the additional land shall be the same as those assigned herein.

(b) WITHDRAWABLE LAND: The Declarant expressly reserves the right to contract the condominium. The Declarant, however, is limited to withdrawal of Parcel II, 1.33 acres and 0.58 acres of Parcel I, labeled WITHDRAWABLE LAND on the plats, and described in Article 3 hereof, for the express purpose of conveyance to the City of Harrisonburg as a dedicated public right-of-way. The consent of the unit owners shall not be required. The right to withdraw such land in this manner shall expire not later than seven (7) years from the date of recordation of this Declaration.

The withdrawable land is fully shown and described on the plats. The entire parcel must be conveyed or withdrawn at one time. The option to withdraw land does not extend to remaining portion of Parcel I or "Additional Land". Legal descriptions of those parcels are contained in Article 3 and this paragraph.

3.6 Obligations to Complete. Declarant shall be obligated, and hereby covenants and agrees, to begin and complete the improvements in Phase II and labeled "NOT YET BEGUN". The buildings shall be identical to those already built. All construction shall include quality materials, be of good workmanship, and be completed in accordance with the same plans and specifications prepared by the Architectural Practice of Robert A. Magoon, Jr., filed herewith, a copy of which shall be kept at Declarant's Office and available for review. The specifications provide that indicated requirements are for a specific minimum acceptable level of quality/quantity, and recognized in the industry, with actual work complying with (within specified tolerances) or exceeding minimums, within reasonable limits.

Except for circumstances beyond Declarant's control, the improvements shall be completed as follows: Phase I before December 31, 1985; and Phase II before December 31, 1987.

#### ARTICLE 4

##### APPURTEANCES TO UNITS

4.1 General Common Elements. Except as otherwise set forth in the Plans, the General Common Elements shall mean and include the following;

- (a) The Property as shown on the Plat;
- (b) The foundations, bearing walls, outside walls (excluding glass windows and doors comprising part of a Unit), interior walls not included within a Unit, roof, all structural elements including all columns, girders, beams, and supports, corridors, entrance areas, stairs, stairways, and entrances and exits to the Building; and
- (c) The conduits, installations, and wires and pipes for any common service such as sewer, power, light, heat, air conditioning and other utilities, either servicing the Common Elements or for common use of more than one Unit, and all apparatus or installations necessary or convenient therefore, including all pumps, pipes, ducts, flues, chutes, conduits, electric cables, cable

television, wire outlets and other utility lines, garbage chutes and other apparatus or installations existing for common use; and

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(d) The road, driveways, seventy-six (76) parking spaces not assigned, walkways, lawns, fences, shrubbery and other landscaping.

4.2 Limited Common Elements. Spaces between trusses, other attic spaces (as shown on the plan) the HVAC UNIT identified by Unit Number (as shown on the plan) patios for first floor units and balconies for second and third floor units, are limited common elements, other items, which are limited common elements are those created by operation of Section 55-79.50(e) of the Code of Virginia. The Declarant hereby assigns as a Limited Common Element one (1) parking space which said assignment is made pursuant to Appendix A hereof entitled "PARKING". Any change in parking assignment shall be confirmed by amendment to this Declaration pursuant to Section 55-79.57(c) of the Code of Virginia. Any parking space not assigned shall be available to the Unit Owners and their invitees as a general common element, on a "first come, first serve" basis except as the Rules and Regulations may otherwise provide.

4.3 Fractional Interest in Common Elements. Each Unit Owner shall have an 1/24 undivided interest in the Common Elements of the Condominium. No fractional interest in the Common Elements shall be altered except with the unanimous consent of each of the Unit Owners expressed in an amended Declaration. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains, and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Unit Owner may, without hindering or encroaching upon the lawful rights of the other Unit Owners, use the General Common Elements and the Limited Common Elements appurtenant to his Unit in accordance with the purposes for which they are intended. As noted in paragraph 3.5 of this Declaration future expansion would result in a recomputation of the undivided interest to a maximum of 1/102.

4.4 Association Membership. Each Condominium Unit shall include as an appurtenance thereto the membership of the Unit Owner(s) in the Association and the interest of the Unit Owner(s) in the funds and assets held by the Association.

4.5 Easements. In addition to such easements as may be provided by the Condominium Act, the appurtenances of each Condominium Unit shall include

the following easements from each Unit Owner to the other Unit Owners and to the Association:

(a) Ingress and egress: Easements through the Common Elements for ingress and egress.

(b) Maintenance, repair and replacements: Easements through the Unit and the Common Elements for inspection, maintenance, repair and replacements of the Unit and Common Elements. Such access to the Unit shall be only upon reasonable notice and during reasonable hours except that access may be had at any time in the case of emergency.

(c) Utilities: Easements through the Units and Common Elements for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service to other Units and Common Elements; provided, however, that such easements through a Unit shall only be according to the plans and specifications for the Building unless approved in writing by each Unit Owner and in any event, the party exercising rights in respect of such easement shall be responsible to make prompt and complete restoration to a Unit or the Common Elements for any damage caused by the exercise thereof.

(d) Easements to facilitate sales and leases: The Declarant hereby reserves the right and easements, pursuant to Section 55-79.66 of the Code of Virginia, to maintain management offices, sales offices, settlement offices, rental offices and model units in and to relocate the same among any of the Units now or hereafter owned by the Declarant, except that no more than two such Units shall be used for such purposes at any one time. In accordance with Section 55-79.66 of the Code of Virginia, it is hereby specified that any one or more of the Units may be used for such functions, and the Declarant may relocate to other Units within the Condominium in order to carry out any of those functions. The Declarant also reserves the right and easement through the Common Elements to place and relocate or remove signs and other devices advertising the Condominium.

(e) Easement for support: Each Unit and Common Element has an easement for lateral and subjacent support from every other Unit and Common Element.

(f) Easement for use of Unit boundaries: Subject to Section 2.6 of this Declaration, each Unit Owner shall have the right to affix to any surface intended to be coincident with any of the boundaries of the Unit, by any usually

acceptable means, any fixture, structure ~~or piping~~ extending or laying solely within that Unit, provided, however, that such affixing, together with all similar prior fastenings, does not materially weaken, destroy, overburden or endanger any utility system, wall, floor or ceiling, and does not unreasonably diminish the opportunity of others to make similar installations.

(g) Other easements: The Condominium is subject to such other easements as are shown on Exhibit A or are created by the Condominium Act.

## ARTICLE 5

### RESTRICTIONS

5.1 Restrictions on Use. Use of the Condominium shall be in accordance with the following provisions:

(a) Units. Each Unit shall be used exclusively for residential purposes and shall be occupied, and the Common Elements appertaining thereto shall be used, only by the Unit Owner, his or her families, servants and guests.

(b) Common Elements. The Common Elements shall be used only for the purposes for which they are intended and the furnishing of services and facilities for the enjoyment of the Units by the occupants.

(c) Nuisances. No nuisances shall be allowed, nor any use or practice which interferes with the peaceful possession and proper use of the Condominium by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No waste of any of the Common Elements shall be permitted. No Unit Owner shall have any right or authority to alter or remove any Common Element. No Unit Owner shall make or permit any use of his Unit nor make or permit any use of the Common Elements which will cause the premiums for insurance upon the Condominium to be higher than the premiums applicable to general residential use or such other use as shall be approved by the Association.

(d) Lawful Use. No unlawful use shall be made of the Condominium or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies relating to maintenance, modification or repair of portions of the Condominium shall be upon the same

person who has the responsibility for maintenance and repair of the portion of the Condominium concerned.

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(e) Leasing. Entire Condominium Units may be rented in accordance with Section 5.2 hereof, and the Rules and Regulations of the Association. No portion of any Condominium Unit (other than the entire Condominium Unit) shall be leased for any period, without the approval of the Association.

(f) Regulations. Reasonable regulations concerning the use of the Condominium (including the Units, as well as the Common Elements) may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws.

5.2 Restrictions on Transfer. In order to maintain a financially responsible Condominium, the transfer of Condominium Units by the Unit Owners shall be subject to the following provisions:

(a) No Unit Owner may mortgage his Condominium Unit or any interest therein without the approval of the Association, except for the giving of a first and/or second mortgage to an institutional lender as defined in the Condominium Act in a bona fide arm's length transaction and except for the acceptance of a purchase money mortgage as part of the purchase price in connection with the sale of a Condominium Unit. The approval of any other mortgage may be upon conditions determined by the Association or may be withheld for any reason.

(b) No Unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred except as part of the whole Unit.

(c) No Unit Owner may lease his Condominium Unit for a period of less than one (1) day. The leasing of Condominium Units shall be subject to such reasonable regulations as the Board of Directors of the Association shall promulgate from time to time.

(d) Exceptions: The foregoing provisions of paragraph (c) of this Section 5.2 shall not apply to a transfer by the Declarant or by an institutional lender that acquires its title as a result of owning a mortgage (placed in accordance with the provisions of paragraph (a) of this Section 5.2) upon the Condominium Unit concerned, regardless of whether the transfer is by deed from such lender, its successors or assigns, or through foreclosure proceedings, provided, however, that such provisions of Section 5.2 shall apply to the transferee from any such institutional lender. In addition, the foregoing

provisions of paragraph (c) of this Section ~~§ 553.3~~ shall not require the Association's approval of a purchaser who acquires title to a Condominium Unit in a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial or tax sale.

(e) Unauthorized transactions: Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless and until approved by the Association.

## ARTICLE 6

### MAINTENANCE, ALTERATION AND IMPROVEMENT

#### 6.1 Units

(a) The Unit Owner shall:

(1) Maintain, repair and replace, at his expense, as may be necessary to keep in a first class condition, all portions of his Unit and any air conditioning and heating units and all apparatus appertaining thereto. The items to be maintained, repaired and replaced by the Unit Owner shall include, but not be limited to, the following: non-load bearing interior partitions, coverings, pannelling, paint, decorations and other matter applied or attached to any interior wall, or to any floor or ceiling, or floor or ceiling structural members; windows, doors and screens within or partially within the Unit; air conditioning equipment; service equipment, such as dishwasher, refrigerator, oven, stove, exhaust fans, whether or not such items are built-in equipment; interior fixtures, such as electrical and plumbing fixtures; and fixtures which are not Common Elements on the exterior of any Building. All such work shall be done without disturbing the rights of any other Unit Owner. The installation and operation of any equipment shall be such as will not cause annoyance or expense to the residents of the other Condominium Units. The type and method of installation or replacement of heating and air conditioning units and other major fixtures and equipment shall be subject to approval by the Association;

(2) Report promptly to the Association any defect or need for repairs for which the Association is responsible;

(3) Maintain, repair and replace, at his expense, and with the same color, quality and make as that initially installed in the Unit, or with a replacement approved by the Association, windows and doors in his Unit;

(4) Not paint or otherwise decorate or change the appearance of any portion of the exterior of the Building ~~or of any door opening into a~~ <sup>BR7 63 P600 T3</sup> hallway, without the prior written approval of the Association.

(b) Except as may be otherwise provided in this Declaration, the Association shall, at the Association's expense, repair all incidental damage to a Unit not covered by a Unit Owner's insurance thereon and caused by the Association's performance or non-performance unless it fails to make a reasonable effort to make any necessary repairs within a reasonable time after having been given written notice of the defect requiring repair or maintenance.

(c) Alteration and Improvement. Neither the Association nor any Unit Owner shall make any alterations of, removals from, or additions to, any of the portions of a Unit or do anything to any part of the Condominium which would jeopardize the soundness or safety of the Property or Building or impair any easement or hereditament, without first obtaining approval, in writing, of the Unit Owners potentially affected by such action, the Association and any mortgagee holding a lien on any Condominium Unit affected by such action.

(d) The association shall: (1) have access to each unit only upon reasonable notice and during reasonable hours a unit may be entered without notice; (2) the declarant and the association are empowered to take such actions to enter a unit to perform maintenance and repair in a unit without consent of the Unit Owner, but only on an emergency basis. The unit owner in certain situations may be required to bear the cost of such action or a part thereof.

6.2 Common Elements. Except as may be otherwise provided in this Declaration, the Association shall, at the Association's expense, maintain, repair and replace, as may be necessary to keep in a first-class condition, the Common Elements.

6.3 Negligence, or Willful Act or Omission. The preceding provisions of this Article shall be subject to the provisions of Section 11.2 hereof.

## ARTICLE 7

### ASSESSMENTS AND EXPENSES

The making and collection of assessments against Unit Owners for common expense shall be pursuant to the Bylaws and subject to the following provisions:

7.1 Limited Common Elements. Any common expenses associated with the maintenance, repairs, renovation, restoration, or replacement of any Limited Common Element shall be specially assessed against the Condominium Unit to which that Limited Common Element was assigned at the time such expenses were made or incurred. If the Limited Common Element involved was assigned at that time to more than one Condominium Unit, however, such expenses shall be specially assessed against each such Condominium Unit equally so that the total of such special assessments equals the total of such expenses.

7.2 Collection of Common Expenses. The Assessments shall be made and collected from Unit Owners in the manner set forth in the Bylaws, but no change in the number of votes in the Association appertaining to any Condominium Unit shall enlarge, diminish, or otherwise affect any liabilities arising from assessments made prior to such change.

7.3 Lien for Assessments. The lien for unpaid assessments as provided by the Condominium Act shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

7.4 Additional Rights of First Mortgagees. Where an institutional mortgagee of first mortgage of record or other purchaser of a Condominium Unit obtains title as a result of foreclosure of the first mortgage, such purchaser, his successor and assigns, shall not be liable for (and no lien shall exist on such Condominium Unit for) the share of the common expenses or assessments of the Association chargeable to such Condominium Unit which became due prior to the acquisition of title to such Condominium Unit by such purchaser. Nothing herein shall be construed to relieve the prior Unit Owner-mortgagor of his personal obligation to pay such unpaid share of common expenses or assessments.

7.5 Liability of Grantor and Grantee of a Condominium Unit for Unpaid Common Expenses. Except as provided in Section 7.5 hereof and subject to the provisions of Section 55-79.84(h) of the Condominium Act, the grantee of a Condominium Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

7.6 Condominium Units Taxed Separately. So long as permitted by law, each Condominium Unit shall be deemed ~~to be a part of~~ and shall be separately assessed and taxed for all types of taxes authorized by law including, but not limited to, special ad valorem levies and special assessments, and each Unit Owner shall be liable solely for the amount of taxes against his individual Condominium Unit and shall not be affected by the consequences resulting from the tax delinquency of any Unit Owner.

#### ARTICLE 8

##### INSURANCE

The insurance, other than title insurance, which shall be carried on the Condominium shall be governed by the following provisions:

###### 8.1 Purchase; Named Insured.

(a) Purchase. All insurance policies on the Condominium which are required hereunder shall be purchased by the Association through an agent, and shall be issued by an insurance company authorized to do business in Virginia. Unit Owners may obtain insurance coverage, at their own expense, upon their own Unit and personal property and/or for their personal liability and living expense and/or such other insurance as they desire, which insurance shall not be subject to the provisions hereof; provided, however, such policies shall contain waivers of subrogation and; provided further that (i) the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner, and (ii) such Unit Owner delivers a copy of said policy within a reasonable time after he receives the original.

(b) Approval. The insurance company shall be subject to approval by the bank, savings and loan association or insurance company which is the owner and holder of the oldest unsatisfied first mortgage upon a Condominium Unit. Such approval may be obtained by directing to the mortgagee having the right of approval, a request in writing for approval or disapproval within ten (10) days after the receipt of the request; and unless a disapproval from the mortgagee is received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(c) Named insured. The named insured shall be the Association, individually and for the benefit of the Unit Owners without naming them. A

proper mortgage endorsement clause will be attached to the policies with a loss payable clause to the mortgagees of Condominium Units, as their interests may appear.

(d) Copies to mortgagees. A current Memorandum or Certificate of Insurance shall be furnished by the Association to each mortgagee and to each Unit Owner requesting same. Such memorandum, or a copy of any endorsement to a policy, as the case may be, shall be furnished not less than ten (10) days prior to any changes in existing policies and/or the expiration of expiring policies. A copy of the original policy and all endorsements thereon shall be available for inspection during normal business hours at the offices of the Association.

8.2 Coverage.

(a) Casualty. Subject to the following terms and provisions, the Building and all personal property included in the Common Elements shall be insured under a master policy, with a deductible of not greater than \$250.00, in an amount equal to the full insurable replacement value thereof according to "building standards", as determined not less often than every two years by a qualified insurance appraiser appointed by the Board of Directors of the Association. As used in this Section, "building standards" shall mean the standards by which the Building would, in the event of its destruction, be reconstructed according to the plans and specifications for the Building or, if there are none, as the Building existed immediately prior to its destruction, exclusive of (i) any specified items for which allowances have been provided at the time of transfer from Declarant to each Unit Owner and which are specifically enumerated in the master policy, and (ii) any special modifications or improvements to individual Units (such as built-in features) which were not generally common to like Units in the Building; provided, however, that to the extent, because of the requirements of any code or any underwriter's laboratory or insurance company, changes are required to be made in the manner in which the Building is reconstructed in order to meet such requirements, building standards shall be deemed to include such requirements. Said policy may also insure such equipment and other improvements as the Board of Directors shall from time to time determine to be appropriate. Such coverage shall afford protection against (1) loss or damage by fire or other hazards covered by a standard extended coverage endorsement, together, if available, with coverage

for common expenses payable with respect to Units during any period of repair or reconstruction in which said Units are untenable; (2) floods; and (3) such other risks, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, and machinery explosion or damage, as the Board of Directors shall, from time to time, determine to be customarily covered with respect to other buildings similar in construction, location and use; provided, however, that coverage shall not be provided for items for which allowances have been provided at the time of transfer from Declarant to each Unit Owner. The aforesaid policy shall state whether the following items are included within the coverage for each Unit, and if covered any value limitation applicable thereto, in order that a Unit Owner may obtain insurance if the items are not insured or fully insured under the master policy: Heating and air conditioning equipment; service equipment such as a dishwasher, refrigerator, oven or stove, whether or not such items are built-in equipment; special modifications and built-ins which are not generally common to like Units, interior fixtures such as electrical and plumbing fixtures; floor coverings; nonbearing interior walls; carpeting, inside paint and other inside wall coverings and finishings. The aforesaid policy shall, if available, also provide that (a) each Unit Owner shall have the right to request an increase in the coverage allocated to his Unit by reason of improvements made to his Unit, but any additional premium resulting from such additional coverage shall be billed by the insurance company directly to, and shall be paid by, such Unit Owner or shall otherwise reflect the additional cost of such increase in coverage to the Unit Owner requesting such increase; and (b) each Unit Owner shall have the right to obtain, at his own expense, an endorsement to the master policy insuring him for the cost of emergency shelter in the event of damage rendering his Unit uninhabitable. All policies of casualty insurance shall provide that any settlement shall, at the option of the Association, be made in cash. Notwithstanding the obligation of the Association to procure insurance coverage equal to full replacement value, neither the Association nor the Board of Directors (or any of them) shall be liable in the event insurance proceeds do not equal replacement costs, so long as they acted in good faith.

(b) Public Liability. Such coverage and in such amounts as shall be determined by the Association, but not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence on personal injury, including death, covering the

Association, the officers or officials thereof, the managing agent, if any, all persons acting, or who may come to act, as agents or employees, if any, of the foregoing with respect to the Condominium, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and with cross-liability endorsement to cover liabilities of the Association to a Unit Owner.

(c) Workmen's Compensation. Such coverage and in such amounts as may be required to meet any requirements of law.

(d) Other. Such other insurance as the Association shall determine from time to time to be desirable.

8.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Not less than ten (10) days prior to the date when a premium is due, evidence of payment of such premium shall be furnished by the Association to each Unit Owner and to each mortgagee requesting the same.

8.4 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, and the Unit Owners and their mortgagees, as their interests may appear. Proceeds on account of damage to any portion of the Condominium shall be held in an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements; provided, however, that in the event a mortgagee endorsement has been issued as to a Condominium Unit, the share of the Unit Owner shall be held for the mortgagee and the Unit Owner, as their interests may appear; provided further, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired or the Condominium terminated in accordance with Section 9.1 hereof, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

8.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray

the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

(b) Failure to Reconstruct or Repair. If it is determined, in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them, in accordance with their respective interests in the Common Elements.

8.6. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Condominium Unit and for each owner of any other interest in or claim against the Condominium to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7 Benefit of Mortgagees. Certain provisions in this Article 8 are for the benefit of mortgagees of Condominium Units, and all of such provisions are covenants for their benefit and may be enforced by them.

8.8 Additional Conditions. All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insured named therein, including any and all such mortgagees. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, its members and Directors, the Unit Owners and/or their respective employees or invitees, and a waiver of any defenses based upon co-insurance or invalidity arising from the acts of any insured. Furthermore, all casualty policies shall provide that the repair and/or reconstruction of insured property shall not be required by the insurer in the event the Condominium is terminated pursuant to the provisions of Section 9.1 hereof.

## ARTICLE 9

### RECONSTRUCTION OR REPAIR AFTER CASUALTY

9.1 Determination to Reconstruct or Repair. If any part of the Condominium shall be damaged by casualty, it shall be reconstructed or repaired, unless at a meeting of the Association which shall be called prior to

commencement of such reconstruction or repair, the Condominium is terminated by unanimous consent of the Unit Owners. If the Condominium is not so terminated, such reconstruction or repair shall be commenced within a reasonable time, and in no event later than ninety (90) days after the occurrence of the casualty, and such repairs or reconstruction shall be prosecuted thereafter with due diligence until completion.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the Plans; or according to plans and specifications approved by all the Unit Owners and their mortgagees, which approvals shall not be unreasonably withheld.

9.3 Responsibility for Arranging for Repairs. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for promptly making such arrangements as may be needed for the reconstruction and repair after casualty. In all other instances the responsibility of arranging for reconstruction and repair after casualty shall be that of the Association.

9.4 Cost of Repairs. To the extent that the proceeds from the insurance policies purchased by the Association are not sufficient to pay for all costs of repair and reconstruction, such costs shall constitute Common Expenses assessable against the Unit Owners in accordance with the Bylaws and the provisions of Article 7 hereof.

## ARTICLE 10

### ASSOCIATION

The administration of the Condominium shall be by the Association which shall fulfill its functions pursuant to the following provisions:

10.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association shall be kept at the Association's principal place of business.

10.2 Bylaws. A copy of the Bylaws of the Association are attached.

10.3 Limitation of Liabilities of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium, except to the extent (i) required by law, (ii) of insurance coverage therefor, or (iii) a greater obligation has been assumed under Section 6.1 hereof, the Association shall not be liable to Unit Owners or to any other person for injury to persons or damage to any Unit or Common Element, other than to pay the

cost of maintenance and repair, whether caused by any latent condition of the property to be maintained or repaired by the Association, or the Unit Owners. The Association shall have no liability for failure to insure any property, provided it makes a good faith effort to obtain insurance reasonably acceptable to the institutional lender approving such insurance under this Declaration.

10.4 Restraint upon Assignment of Shares and Assets. The share of a Unit Owner in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Unit.

10.5 Declarant Control. The Declarant hereby reserves unto itself, or a managing agent or some other person or persons selected by the Declarant, the right to appoint and remove all of the officers of the Association and/or members of the Board of Directors thereof, and to exercise the powers and responsibilities otherwise assigned by the Condominium Instruments and/or the Condominium Act to the Association, the officers or executive organ thereof for a period of five (5) years from the date of settlement of the first Condominium Unit sold or until Units to which three-fourths (3/4) of the undivided interest in the Common Elements appertain have been conveyed, whichever comes first.

## ARTICLE 11

### COMPLIANCE AND DEFAULT

11.1 Compliance with Bylaws, Regulations and Covenants, Damages, Injunctions. Each Unit Owner and his family and his or their guests, employees, agents and lessees and their guests, employees and agents, shall comply strictly with the Bylaws and the administrative rules and regulations adopted pursuant thereto, a copy of the initial rules and regulations being attached hereto as Exhibit D as either of the same may be amended from time to time with the covenants, conditions and restrictions set forth in this Declaration or in the Deed to his Condominium Unit. Acquisition, rental or occupancy of a Unit shall constitute an acknowledgement that the Unit Owner, tenant or occupant agrees to be bound by the provisions of this Declaration. Failure to comply with any of the same shall be grounds for an action to recover sums due or for damages or for injunctive or any other relief, or any combination thereof, maintainable by

the Association on behalf of the other Unit Owners <sup>BK 763 PG 2</sup> in a property case, by and aggrieved Unit Owner.

11.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his willful or negligent act or omission or by that of any member of his family or his or their guests, employees, agents, or lessees, or their guests, employees and agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

11.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the rules and regulations adopted pursuant to them, as they or any of them may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

11.4 No Waiver of Rights. The failure or delay of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, the Declaration, the Articles of Incorporation of the Association, the Bylaws, or the rules and regulations adopted pursuant to them, shall not institute a waiver of the rights to do so thereafter.

## ARTICLE 12

### TERMINATION

The Condominium may be terminated in the following manner:

12.1 Agreement. The Unit Owners may by unanimous vote remove the Condominium from the provisions of the Condominium Act by an instrument to that effect executed in the same manner as required by the Condominium Act, provided the holders of all liens affecting any of the Condominium Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of undivided interest in the Property and Building and other improvements therein, as provided in Section 12.3 hereof.

12.2 Destruction. In the event it is determined as provided in Section 9.1 hereof, that any damaged portion of the Condominium shall not be repaired or rebuilt, the insurance proceeds shall be paid in accordance with Section 8.5 hereof and the Condominium form of ownership shall be terminated and the

Condominium Instruments revoked; such determination not to rebuild shall be evidenced by a certificate of the Association certifying the facts effecting the termination, which certificate shall be recorded as provided by law.

12.3 Shares of Ownership After Termination. Upon removal of the Condominium from the provisions of the Condominium Act, the Property, Building and other improvements shall be deemed to be owned as tenants in common by the Unit Owners, and their mortgagees and lienees shall have mortgages and liens upon the respective shares of the Unit Owners. The undivided interest in the Property, Building, and other improvements owned as tenants in common which shall appertain to each Unit Owner shall be the percentage of the undivided interest previously owned by such Unit Owner in the Common Elements.

#### ARTICLE 13

##### AMENDMENT

13.1 Required Percentage. Except as provided in Section 13.2 hereof, this Declaration may be amended by agreement of Unit Owners of Condominium Units to which more than two-thirds (2/3) of the votes in the Association appertain.

13.2 Protection of Mortgagees. The rights under this Declaration of a holder of a first lien on a Condominium Unit shall not be adversely affected by any amendment unless the amendment is approved by such lienholder as provided herein. A copy of any proposed amendment shall be furnished to all bona fide first lienholders, and unless the disapproval of any such amendment is received within thirty (30) days of the giving of such copy, the amendment shall be conclusively deemed approved by such lienholder. A copy of each amendment shall be recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia.

13.3 Association Charter, Bylaws, and Rules and Regulations. The Articles of Incorporation of the Association, and the Bylaws may be amended in the manner provided by such documents. The rules and regulations may be amended as provided in Article 8 of the Bylaws.

#### ARTICLE 14

##### COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration and the exhibits hereto constitute covenants running with the land and ~~with every part thereof and interest therein, including but not limited to every Condominium Unit and the appurtenances thereunto; and every Unit Owner and claimant of the land or of any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration and exhibits hereto.~~ BK 763 P60026

## ARTICLE 15

### PROVISIONS FOR BENEFIT OF MORTGAGEES

15.1 All provisions of this Declaration and Exhibits hereto requiring the Association to maintain Common Elements, to collect assessments, to maintain insurance, and to make any repairs, and all restrictions in this Declaration and any exhibits hereto are intended for the benefit of, and may be enforced by, either a Unit Owner or any mortgagee of a Condominium Unit.

15.2 Consent of First Mortgagees. Notwithstanding, and in addition to, any provision of this Declaration, the Bylaws, or the Rules and Regulations, if, when and as promulgated, unless seventy-five percent (75%) of the mortgagees holding mortgages constituting first liens on the Units subject to such mortgages (based upon one (1) vote for each mortgage owned) have given their prior written approval, the Association and the Board of Directors shall not be entitled to: (i) by act or omission seek to abandon or terminate the condominium regime; (ii) change the pro rata interest or obligations of any Unit for (a) purposes of levying assessments or proceeds of condemnation awards or for (b) determining the pro rata share of ownership of each Unit in the common elements; (iii) partition or subdivide any Unit; (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause; (v) use hazard insurance proceeds for losses to any of the Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of the portion of the property damaged or destroyed.

15.3 Priority of First Mortgagees. No provision of this Declaration, the Bylaws, or the Rules and Regulations ~~of the Condominium~~ <sup>as of Jan 1988</sup> promulgated, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their first mortgages in the case of a distribution of the Unit Owners of insurance proceeds for the losses to or condemnation award for the taking of Units and/or the Common Elements or any portions thereof.

#### ARTICLE 16

##### SEVERABILITY

The invalidity of any covenant, restriction or provision in any Condominium Instrument shall not affect the validity of the remaining portions thereof.

#### ARTICLE 17

##### COMPLIANCE WITH CONDOMINIUM ACT

Each Condominium Instrument and each amendment thereto is intended to comply with the Condominium Act (Section 55-79.39 through Section 55-79.103 of the Code of Virginia) as the said Act may be amended at the time of the recording of such Condominium Instrument or amendment thereto. Each Condominium Instrument and each amendment thereto shall be construed and interpreted in conformity with the intent expressed by the preceding sentence.

WITNESS the following signatures and seals:

DMI CORPORATION, a Virginia corporation

By Sterling M. Nichols  
STERLING M. NICHOLS, President

(SEAL)

LARRY R. MCCANDLE, Secretary

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF WILLIAMSBURG, to-wit: BK7 63 PG0026

I, ANITA Geisenleffer, a Notary Public in and for the jurisdiction aforesaid, certify that STERLING M. NICHOLS and LARRY R. McCARDLE, who are the President and Secretary, respectively, of DMI CORPORATION, whose names are signed to the foregoing, have acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this 24<sup>th</sup> day of October, 1985.

Anita Geisenleffer  
NOTARY PUBLIC

My commission expires: My Commission Expires April 8, 1989

APPENDIX A

PARKING

HUNTERS RIDGE CONDOMINIUMS BK763 P00027

The parking areas have been designed for the convenience of each tenant. Each unit has been assigned a numbered parking space with additional parking for each building in the unmarked spaces adjacent to that building. There are at least twelve (12) of these spaces per building.

Tenants must be considerate of others and park in their assigned space. Spaces were designed to give the tenants in the farthest units away from the parking areas the closest spaces. Parking on the grass or curbs will not be tolerated.

PARKING

<u>Building #1366</u>	<u>Unit #</u>	<u>Assigned Space #</u>
	B	6
	A	5
	F	4
	E	3
	J	2
	I	1
	D	12
	C	11
	H	10
	G	9
	L	8
	K	7

## PARKING

Building #1372Unit #BK763 RG0028

	Space #
B	24
A	23
F	22
E	21
J	20
I	19
D	13
C	14
H	15
G	16
L	17
K	18

Building #1380

	Space #
A	49
B	50
C	51
D	52
E	53
F	54
G	55
H	56
I	57
J	58
K	59
L	60

Building #1384

	Space #
A	36
B	35
C	34
D	33
E	32
F	31
G	30
H	29
I	28
J	27
K	26
L	25

PARKING

BK763 P60029

Building #1390

A  
B  
C  
D  
E  
F  
G  
H  
I  
J  
K  
L

61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
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Building #1396

A  
B  
C  
D  
E  
F  
G  
H  
I  
J  
K  
L

37  
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BYLAWS  
OF  
BK763 PG0030  
HUNTERS RIDGE CONDOMINIUM OWNERS ASSOCIATION, INC.

A non-stock corporation not for profit  
Under the laws of the State of Virginia

ARTICLE I  
GENERAL MATTERS

Section 1.1. Name. The name of this corporation is  
Hunters Ridge Condominium Owners Association, Inc. (the "Association").

Section 1.2. Principal Office. The principal office of the  
Association shall be located at 90 North Main Street, Harrisonburg,  
Virginia 22801.

Section 1.3. Registered Office. The registered office of  
the Association may, but need not, be identical with the principal  
office, and shall be established by an appropriate notification to the  
State Corporation Commission of Virginia.

ARTICLE 2  
DEFINITIONS

Section 2.1. Declaration of Condominium. "Declaration" as  
used herein means that certain Declaration made as of the 1st day of  
July, 1985, by DMJ Corporation, pursuant to the provisions of the  
Condominium Act of the Commonwealth of Virginia, as set forth in  
Chapter 4.2, Title 55, Code of Virginia of 1950, as amended, (the  
"Condominium Act") which declaration is or is intended to be recorded  
in the Clerk's Office of the Circuit Court for the County of  
Rockingham, Virginia, and to which a copy of these Bylaws is appended.

Section 2.2. Other Definitions. Unless it is plainly  
evident from the context that a different meaning is intended, all of  
the terms used herein shall have the same meaning as they are defined

to have in the Declaration, the Articles of Incorporation of the Association, or in the Condominium Act. BK763 P80031

### ARTICLE 3

#### MEMBERSHIP

Section 3.1. Members. Each Unit Owner shall be a member of the Association and shall be entitled to vote in respect of the affairs of the Association. No other person may be a member of the Association or vote in its affairs.

Section 3.2. Change of Ownership. Upon the recording of a deed or other instrument establishing a change of record title to a Condominium Unit, the delivery to the Association of a certified copy of said instrument, the Unit Owner designated by said instrument shall become a member of the Association and the membership of the prior Unit Owner, to the extent existing by virtue of his prior ownership of such Condominium Unit, shall be thereby terminated.

### ARTICLE 4

#### MEETING OF MEMBERS

Section 4.1. All meetings of members shall be held at the principal office of the Association as specified in the notice or at such other place as the member shall agree upon.

Section 4.2. Annual Meetings. Within one (1) year after Declarant has conveyed the first Unit in the Condominium, the Declarant shall call the first meeting of Unit Owners. Thereafter, annual meetings of the members of the Association shall be during the second month preceding the beginning of each fiscal year at such time and place as may be fixed from time to time by resolutions of the Board of Directors.

Section 4.3. Special Meetings. Special meetings of the members may be called at any time by the President. In addition, it shall be the duty of the President to call a special meeting of the

Unit Owners if so directed by a resolution of the Board of Directors or upon a petition signed and presented to the ~~Board of Directors~~ Unit Owners of the Condominium Units to which at least eight (8) votes appertain. Notice of any special meeting shall be made in the manner provided in Section 4.9 below, except that the notice of said special meeting shall be given not more than sixty (60) and not less than seven (7) days in advance thereof.

Section 4.4. Proxies. At all meetings of members, each member may vote in person or by proxy duly executed by or on behalf of the Unit Owner, or, in cases when the Unit Owner is more than one person, by or on behalf of all such persons. No proxy shall be revocable except by actual notice to the persons presiding over the meeting, by the Unit Owner or by any such persons, that it be revoked. Any proxy shall be void, if it is not dated; if it purports to be revocable without notice as aforesaid; if the signatures of any of those executing the ~~same~~ have not been duly witnessed, by a person who shall sign his full name and address; or if it is not signed by a person having authority at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy.

Section 4.5. Voting.

(a) In the event that any Condominium Unit is owned by more than one (1) person, if only one of such persons is present at a meeting of the Unit Owners, that person shall be entitled to cast the votes appertaining to that Condominium Unit; but if more than one of such persons is present, the vote appertaining to that Condominium Unit shall be cast only in accordance with their unanimous agreement, which consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Condominium Unit without protest being made forthwith by any of the others to the person presiding over the meeting.

(b) No member shall be eligible to vote if such member is more than thirty (30) days ~~delinquent~~ BX763 PG0033 in payments due the Association.

(c) The total number of votes of all Unit Owners shall be twenty-four (24) votes in Phase I; forty-eight (48) votes in Phase II for a total of seventy-two (72) votes; thirty (30) votes in Phase III for a total of one hundred two (102) votes; and, subject to the conditions set forth in this Section, a Unit Owner shall be entitled to cast one (1) vote.

Section 4.6. Majority of Unit Owners. As used in these Bylaws, the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners.

Section 4.7. Quorum. Except as otherwise provided herein, the presence in person or by proxy of Unit Owners having fifty percent (50%) of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 4.8. Majority Vote. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where the Declaration, Bylaws, Articles of Incorporation of the Association or law requires a higher percentage.

Section 4.9. Notice. Any notice required to be given to a Unit Owner shall be deemed to have been given (1) when delivered in hand and/or mailed first class, postage prepaid, to the most recent address known to the sender for any of the persons constituting that Unit Owner, or (2) in the case of notice of a meeting of the Association, when given by the Secretary in accordance with the requirements of Section 55.79-75 of the Code of Virginia as amended from time to time. The notice of a meeting of the Association shall specify the place, date, and time of the meeting and, in the case of a special meeting, shall also specify the purpose(s) for which the meeting is to be held.

## DIRECTORS

Section 5.1. Number and Qualification. The affairs of the Association shall be managed by a Board of five (5) directors who need not be members of the Association and who shall hold term from year to year unless removed as provided herein.

Section 5.2. Election. Prior to the first meeting of the members pursuant to Section 4.2 hereof, the Board of Directors shall consist of three (3) members designated by the Declarant. Thereafter, the members of the Board of Directors shall be nominated and elected by the members of the Association and shall hold office for a term of one (1) year. Each director so elected shall hold office until the annual meeting held next after his election and until his successor has been duly chosen and taken office or until he shall resign or shall have been removed.

Section 5.3. Compensation. No compensation shall be paid to directors for their services as directors. However, compensation may be paid to a director in his capacity as an officer, employee, contractor or agent for services rendered to the Association, as long as such compensation is approved in advance by the Board of Directors, and the director receiving such compensation is not permitted to vote in respect thereof.

Section 5.4. Removal and Resignation. Any director may resign at any time by giving written notice to the President or Secretary of the Association. Such resignation shall take effect at the time specified therein, or if no time is specified therein, at such time such resignation is received by the President or Secretary of the Association. At a meeting expressly called for that purpose, any director may be removed, with or without cause, by a vote of a majority of the Unit Owners; provided, however, during the period of Declarant control, Declarant shall have the right to remove and appoint directors at will.

## MEETING OF DIRECTORS

Section 6.1. Regular Meetings. The regular meetings of the Board of Directors shall be held at the same place as, and immediately following, the annual meeting of members, or at such other time and place as the directors shall agree upon by appropriate resolution.

Section 6.2. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any three (3) directors.

Section 6.3. Notice of Meeting.

(a) Regular meetings of the directors may be held without notice.

(b) The person or persons calling a special meeting of the Board of Directors shall, at least three (3) days before the meeting, give oral, telephonic, telegraphic or written notice thereof, which notice shall state the time and the place, but need not state the purpose, of the meeting.

(c) Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except for a director who attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6.4. Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 6.5. Manner of Acting. Except as otherwise provided herein or by law, the act of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6.6. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting

may be taken without a meeting if all the members of the Board of Directors shall individually or collectively ~~consent in~~<sup>BR</sup> writing to such action. Such written consent or consents shall be filed with the minutes of meetings of the Board of Directors.

## ARTICLE 7

### OFFICERS

Section 7.1. Designation. The officers of the Association shall be a President, Secretary, and Treasurer, all of whom shall be elected by the membership and all of whom need be members of the Association. The directors may appoint any such other officers as in their judgment may be desirable. No two offices may be held by the same person.

Section 7.2. Election of Officers. The officers of the Association shall be elected annually by the membership at its regular meeting for a one (1) year term. Each officer shall hold office until his term expires, his death, resignation, retirement, removal, disqualification or until his successor is elected and qualified.

Section 7.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

Section 7.4. Compensation. The compensation, if any, of all officers of the Association shall be fixed by the Board of Directors.

Section 7.5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Association in accordance with these Bylaws. The President shall have all the general powers and duties which are usually vested in the office of president of a corporation.

Section 7.6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of

all meetings of members of the Association; the Secretary shall have custody of the seal of the Association, shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may from time to time direct, and shall in general perform all the duties incident to the office of secretary.

Section 7.7. Treasurer. The Treasurer shall have the responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall cause to be made and filed at the registered or principal office of the Association within four (4) months after the end of each fiscal year, a true statement of the assets and liabilities of the Association as of the close of such fiscal year and a true statement of the results of its operation and changes in financial condition, all in reasonable detail and in accordance with standard accounting principles and practice applied on a consistent basis.

## ARTICLE 8

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Articles of Incorporation or these Bylaws directed to be exercised or done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

(a) To provide for the maintenance, repair and replacement of the Common Elements in a manner consistent with law and the provisions of these Bylaws and the Declaration;

(b) To establish and provide for the collection of assessments and/or carrying ~~delivered from~~ [redacted] members and for the assessment and/or enforcement of liens therefore in a manner consistent with the law and the provisions of these Bylaws and the Declaration;

(c) To employ a manager, independent contractor and/or such other employees as they deem necessary, and on such terms as they deem advisable, in order to perform their duties hereunder and to provide the services for the Condominium in a manner consistent with law and the provisions of these Bylaws and the Declaration;

(d) To cause to be kept a complete record of all the Association's acts and corporate affairs and to present a statement thereof at the regular annual meeting of the members or at any special meeting, when such statement is requested in advance in writing by any of the members who are entitled to vote;

(e) To supervise all officers of the Administration and to see that their duties are properly performed;

(f) In accordance with the provisions of the Declaration, to procure and keep in force such casualty, public liability, workmen's compensation and other insurance as shall be acceptable to the institutional lender approving such insurance, in accordance with the provisions of this Declaration, and as the Board of Directors shall deem necessary and reasonable;

(g) To promulgate and enforce such administrative rules and regulations (i) governing the details of operation, use, architectural treatment and decoration of the Common Elements, and the inside surface of the exterior glass windows and doors of the Condominium Units as the Board of Directors shall deem reasonable and necessary, and (ii) imposing such restrictions on, and requirements respecting the use and maintenance of the Condominium Units and the Common Elements not set forth in the Declaration, as are designed to prevent unreasonable interference with the use of the respective Condominium Units and of the Common Elements by, and

governing the conduct of, the Unit Owner and/or their guest, tenants, invitees and licensees; provided, however, that no such rules and regulations, shall be approved by owner's of Units to which more than one-half (1/2) of the votes in the Association appertain before such amendment shall become effective.

Section 8.2. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Association, and such authority may be general or confined to specific instances.

Section 8.3. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by each of the members of the Association.

Section 8.4. Checks and Drafts, Payment Vouchers. All checks, drafts or other orders for the payment of money issued in the name of the Association shall be signed by, and all payment vouchers shall be approved by, such officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution by the Board of Directors.

Section 8.5. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board of Directors shall direct.

Section 8.6. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expenses (including counsel fees), judgments and amounts paid in settlement, actually and reasonably incurred by such officer or director in connection with any action, suit or other proceeding to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses or liabilities are incurred if he acted in good faith and in a manner he reasonably believed to be in or not opposed to

the best interest of the Association, provided, however, that there shall be no obligation to indemnify any ~~officer or director~~ for any expenses or liabilities arising out of such person's gross negligence or willful misconduct. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers and directors may also be, and be liable by virtue of being, owners of Condominium Units), and the Association shall indemnify and hold harmless each such officer and director against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association, may be entitled.

#### ARTICLE 9

##### CORPORATE SEAL

The Association shall have a seal, in circular form, having within its circumference the words: HUNTERS RIDGE CONDOMINIUM OWNERS ASSOCIATION, INC.

#### ARTICLE 10

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member and/or their duly authorized agents and attorneys. The Declaration, Articles of Incorporation of the Association and Bylaws, shall be available for inspection by any member at the principal office of the Association.

## FISCAL MANAGEMENT

Section 11.1. Fiscal Year. The first fiscal year of the Association shall begin the date of incorporation, and end on the last day of December. The Board of Directors may establish any other fiscal year subsequent to the first by appropriate resolution as they deem advisable.

Section 11.2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practice. The books and accounts shall include detailed accounts, in chronological order, of receipts and expenditures affecting the Condominium and its administration and shall specify the maintenance and repair expenses of the Common Elements and service and any other expenses incurred.

Section 11.3. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent certified public accountant, whose report shall be prepared and certified in accordance with generally accepted accounting practice, applied on a consistent basis. The Association shall furnish a copy of such report to each member.

Section 11.4. Budget. Not later than thirty (30) days prior to the beginning of each fiscal year (or such other period as the Board of Directors shall adopt for the purposes of this Section 11.4, and if any other period is so adopted the term "fiscal year" as used in this Section 11.4 and in Section 7.7 and 11.3 shall mean such other period), the Board of Directors shall adopt a budget for such fiscal year and shall promptly thereafter transmit a copy of the same to each member. The budget shall contain estimates of the income and expenses of the Association for such fiscal year, including, but not limited to, the following: (i) the cost of all operating expenses of the Condominium and services furnished, including charges by the Association for facilities and services furnished by it; and (ii) the

cost of necessary management and administration, including any fees paid to any management agent; and (iii) the amount of ~~any~~ <sup>any</sup> ~~and~~ <sup>and</sup> assessments levied against the Association or which the Association is otherwise required to pay, if any; and (iv) the cost of fire and extended liability insurance on the Condominium and the cost of such other insurance as the Association may carry; and (v) the cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Association; and (vi) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements; and (vii) the estimated cost of repairs, maintenance and replacement of the Condominium to the extent required to be made by the Association. The budget shall also contain a proposed breakdown of the annual assessment against each Condominium Unit for the aforesaid expenses.

Section 11.5. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### ARTICLE 12

##### MANAGING AGENT

Section 12.1. Selection. After the period of Declarant control, the Board of Directors may select and employ on behalf of the Association a Managing Agent.

Section 12.2. Requirements. The Managing Agent shall be a bona fide business enterprise, which has a minimum of two (2) years experience in real estate management and employs persons possessing competence in the technical skills necessary to the proper management of the Condominium. The Managing Agent must be able to advise the Board of Directors regarding the administrative operation of the Condominium and shall employ personnel expert in the areas of condominium

insurance, accounting, contract negotiation and condominium regulation. The contract with the Managing Agent must have ~~not less than~~ ~~not~~ ~~043~~ excess of three (3) years, may be renewable for periods not in excess of two (2) years, and must provide that it may be terminated with cause on no more than thirty (30) days written notice or without cause on no more than ninety (90) days written notice.

Section 12.3. Powers and Duties. The Managing Agent shall have the power to do such acts and things as said Managing Agent maybe authorized by the Board of Directors, subject however, to Section 5.3 (b) of these Bylaws.

Section 12.4. Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors:

(1) The accrual method of accounting shall be employed.

(2) Two or more individuals shall be responsible for handling cash to maintain adequate financial control procedures.

(3) Cash accounts of the Association shall not be combined with any other accounts.

(4) No renumeration shall be accepted by the Managing Agent from any third person providing goods or services to the Association whether in the form of commissions, finder's fees, service fees or otherwise, and any discounts received shall be credited to the benefit of the Association.

(5) Any financial or other interest which the Managing Agent may have in any person providing goods or services to the Association shall be disclosed in advance to the Board of Directors.

(6) An annual budget shall be prepared for the Association on an accrual basis together with a twelve (12) month cash flow projection.

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

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(i) an Income Statement reflecting all income and expense activity for the preceding quarter on an accrual basis in an "actual" versus "projected" (budget) format;

(ii) an Account Activity Statement reflecting all receipts and disbursements activity for the preceding quarter on a cash basis;

(iii) a Balance Sheet reflecting the financial condition of the Association on an unaudited basis;

(iv) a Budget Report reflecting an actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and

(v) a Delinquency Report listing all Unit Owners who are delinquent in paying condominium assessments and describing the status of any actions to collect such assessments.

## ARTICLE 13

### ASSESSMENTS AND CARRYING CHARGES

Section 13.1. Share of Common Expenses. By the Declaration each Unit Owner is liable for a proportionate share of the common expenses, as defined therein, in accordance with the votes appertaining to the Condominium Unit owned as set forth in these Bylaws.

Section 13.2. Annual Assessments. Annual Assessments shall be made for each fiscal year in advance of such year by submitting the budget (prepared in accordance with Section 11.4 of these Bylaws) to the Unit Owners; provided, however, that the failure of the Board of Directors, prior to the commencement of any assessment period, to fix the assessment hereunder for that period or the next period, shall not be deemed a waiver or a modification in any respect

to the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any ~~instalment~~<sup>amount</sup> ~~of~~<sup>for</sup> ~~405~~<sup>405</sup>, for that or any subsequent assessment, but rather the assessment fixed for the preceding period shall continue until a new assessment is fixed. One-quarter (1/4) of the annual assessment for each fiscal year shall be done quarterly in advance at least five (5) days prior to the first day of each quarter during such fiscal year, except that for the initial quarter only a pro rata share (determined on the basis of the time remaining in such period) shall be payable in advance.

Section 13.3. Reserve for Replacements. The Association may establish and maintain a reserve fund for replacements by the allocation and payment to such reserve fund of an amount or amounts to be designated from time to time by the Board of Directors. Such fund, if created, shall be conclusively deemed to be a common expense. Such fund shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Such reserve for replacement, if created, may be expended only for the purpose of effecting the replacement of the Common Elements and for operating contingencies of a nonrecurring nature. The proportionate interest of any Unit Owner in any reserve for replacements shall be considered as an appurtenance of this Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

Section 13.4. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only or for such other period of time as the Board of Directors shall determine, including assessments as provided in the Declaration, for the purpose of defraying, in whole or in part, the cost of any insurance, construction, reconstruction or repair,

unexpected repair or replacement of any portion for the Condominium as provided in the Declaration or for such other purpose as the Board of Directors may consider appropriate. Any such special assessment, except in the case of assessment for additional operating funds or reconstruction or repair of damage as provided in the Declaration, shall be subject to approval by each of the members. Any such assessment shall become due after thirty (30) days notice thereof in such manner as the Board of Directors may require.

Section 13.5. Assessment Certificates. The Association shall, upon demand at any time, furnish to any member liable for any assessment and levy pursuant to these Bylaws (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the amount, if any, of said member's unpaid assessment. Such certificate shall be conclusive evidence to the payment of any assessment therein stated to have been paid.

Section 13.6. Effect of Nonpayment of Assessments:  
Remedies of the Association.

(a) Any assessment or installment thereof paid on or before ten (10) days after that date when due shall not bear interest, but all sums not paid on or before the ten (10) days after the date when due shall bear interest at the rate of eight percent (8%) per annum from the date when due until paid. All payments on account shall be first applied to accrued interest and then to any assessment payments then due in the order of their due dates.

(b) In the event (i) of the failure of a Unit Owner to pay any assessment due hereunder for more than thirty (30) days after the due date; (ii) any Unit Owner shall be or become insolvent or make an assignment for the benefit of creditors; (iii) a petition is filed or any other proceeding is commenced under the Federal Bankruptcy Act or any state insolvency statute by or against any Condominium Unit; or (iv) a receiver is appointed for, or a writ or order of attachment, levy or garnishment is issued against, any Unit Owner, or the property or assets of any of them, the balance of

installments due for the then current fiscal year shall immediately become due and payable.

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(c) Any sum assessed by the Association for the share of common expenses chargeable to any Condominium Unit, and remaining unpaid for a period of thirty (30) days or longer, shall constitute a lien on such Condominium Unit when filed of record in accordance with the Condominium Act. Upon such lien being duly filed, it shall be prior to all other liens except the following: (i) assessments, liens and charges for real estate taxes due and unpaid on the Condominium Unit; and (ii) all sums unpaid on any first deed of trust or mortgages duly of record against the Condominium Unit prior to the docketing of the aforesaid lien and securing institutional lenders; and (iii) all sums unpaid on any first deed of trust securing a purchase money mortgage.

(d) Provided the aforesaid lien is duly filed, such lien may be foreclosed by suit by the Association, acting on behalf of the Unit Owners, in accordance with the Condominium Act. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect such rental. The Association, acting on behalf of the Unit Owners, shall have the power to bid on the Condominium Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. In any such action the Association shall also be entitled to recover reasonable attorney's fees.

Section 13.7. Notice of Mortgagees. Any mortgagee, or Unit Owner on behalf of a mortgagee, may give written notice to the Association of the existence of a mortgage on a Condominium Unit and the address of the mortgagee. Thereafter, so long as such mortgagee shall retain a lien against a Condominium Unit, the Association shall give such mortgagee notice of nonpayment of any common expense prior to foreclosure on any lien thereof.

## AMENDMENTS

Section 14.1. Amendments. Subject to the terms and conditions hereinafter set forth, the Bylaws may be amended by the affirmative vote of the owners of the Condominium Unit to which more than two-thirds (2/3) of the votes in the Association appertain.

Section 14.2. Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 14.3. Recordation Required. No amendment to the Bylaws shall be effective until the same has been recorded in the Clerk's Office of the Circuit Court for the County of Rockingham, Virginia.

Section 14.4. Binding Effect. All Unit Owners shall be bound to abide by any amendment upon the same being passed and duly set forth in an amended Declaration, duly recorded.

Section 14.5. Rights of Mortgagees. The rights under these Bylaws of a holder of a first lien on a Condominium Unit shall not be adversely affected by any amendment unless the amendment is approved by such lien holder as provided herein. A copy of any proposed amendment shall be furnished to all bona fide first lien holders, and unless the disapproval of any such amendment is received within thirty (30) days of the giving of such copy, the amendment shall be conclusively deemed approved by such lien holder. A copy of each amendment shall be recorded in the Clerk's Office of the Circuit Court for the County of Rockingham, Virginia. The rights of the members to amend the Bylaws, as provided for in this Article, are subject to the rights of certain mortgagees to approve or disapprove of certain amendments as elsewhere set forth in these Bylaws.

## COMPLIANCE-INTERPRETATION-MISCELLANEOUS

Section 15.1. Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act of the Commonwealth of Virginia, as amended.

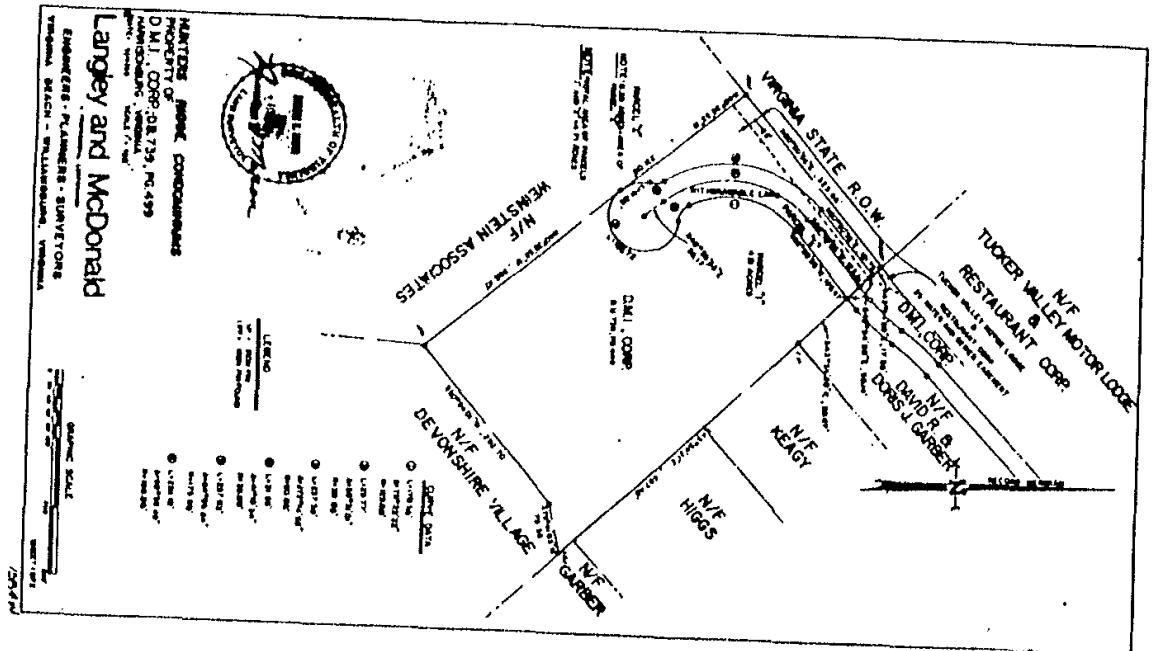
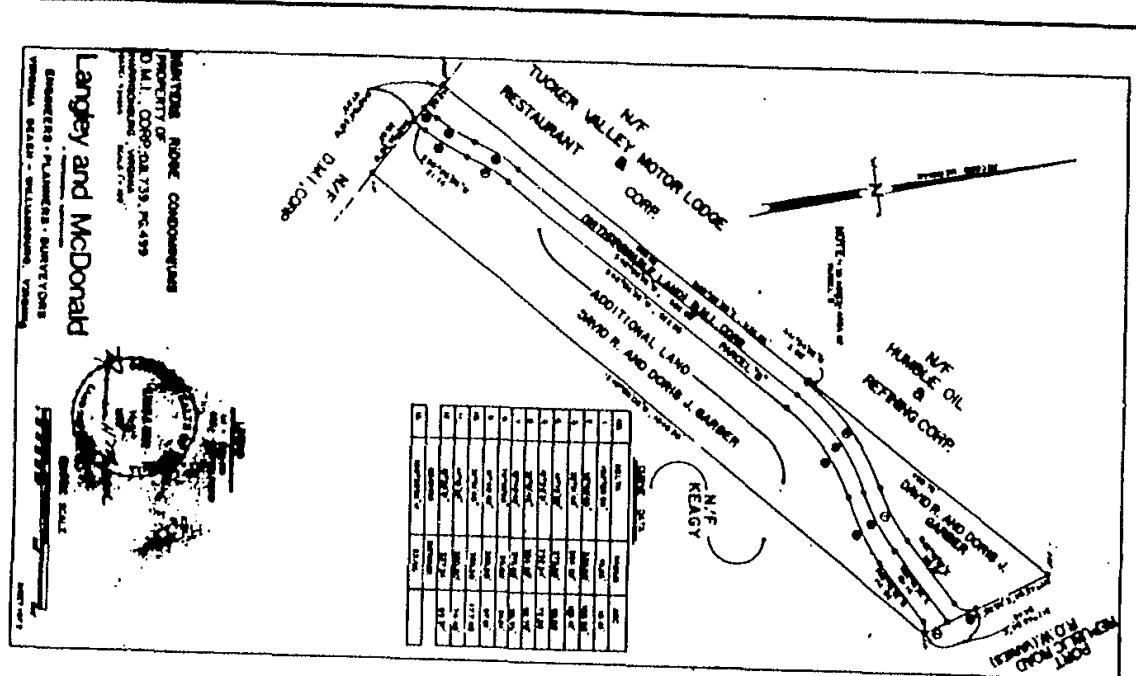
Section 15.2. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration, the Articles of Incorporation of the Association and the Condominium Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration, said Articles of Incorporation of the Association or the aforesaid statute. Every provision of these Bylaws shall be construed, if possible, so as not to conflict with said Act or the Declaration or said Articles of Incorporation.

Section 15.3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

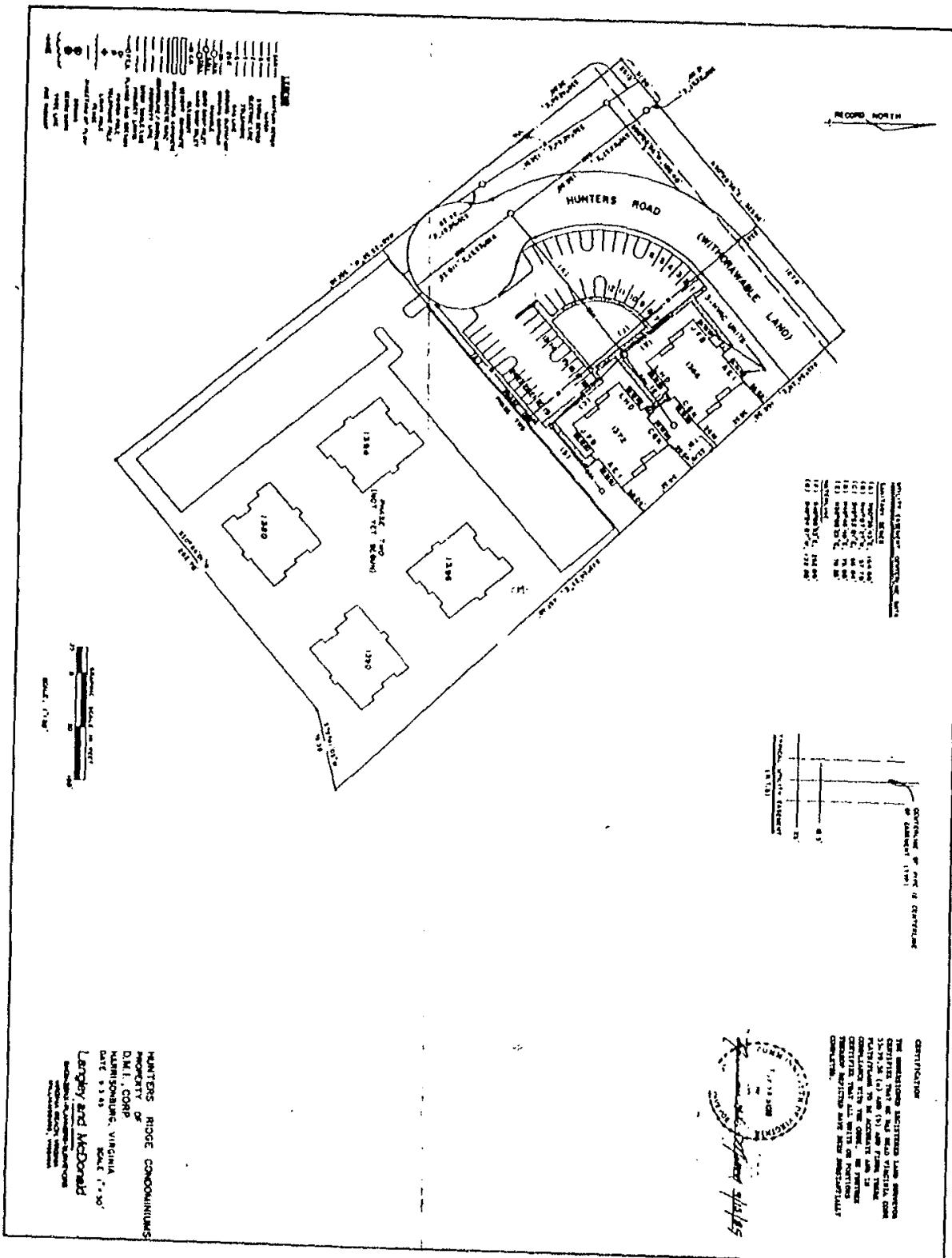
Section 15.4. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to endorse the same.

Section 15.5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

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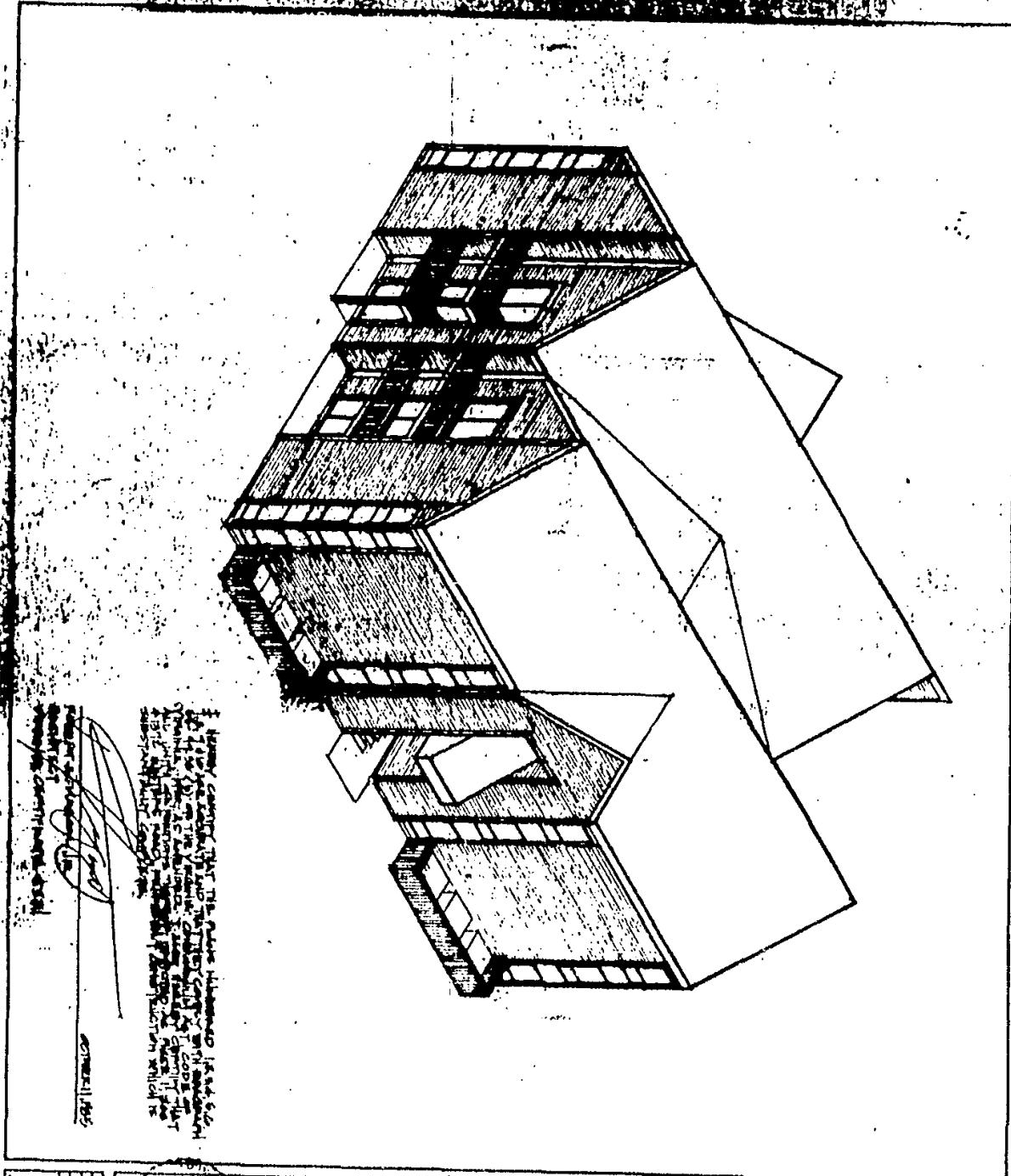


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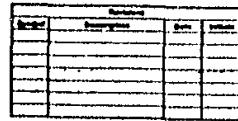
HUNTERS RIDGE COMMUNITIES  
PROPERTY CO. LTD.  
D.M.I. CORP.  
MAIL STOP 1000, VICTORIA  
DATE: 10/10/88  
LAWYER: AND MCDONALD  
RE: 1000 HUNTERS RIDGE

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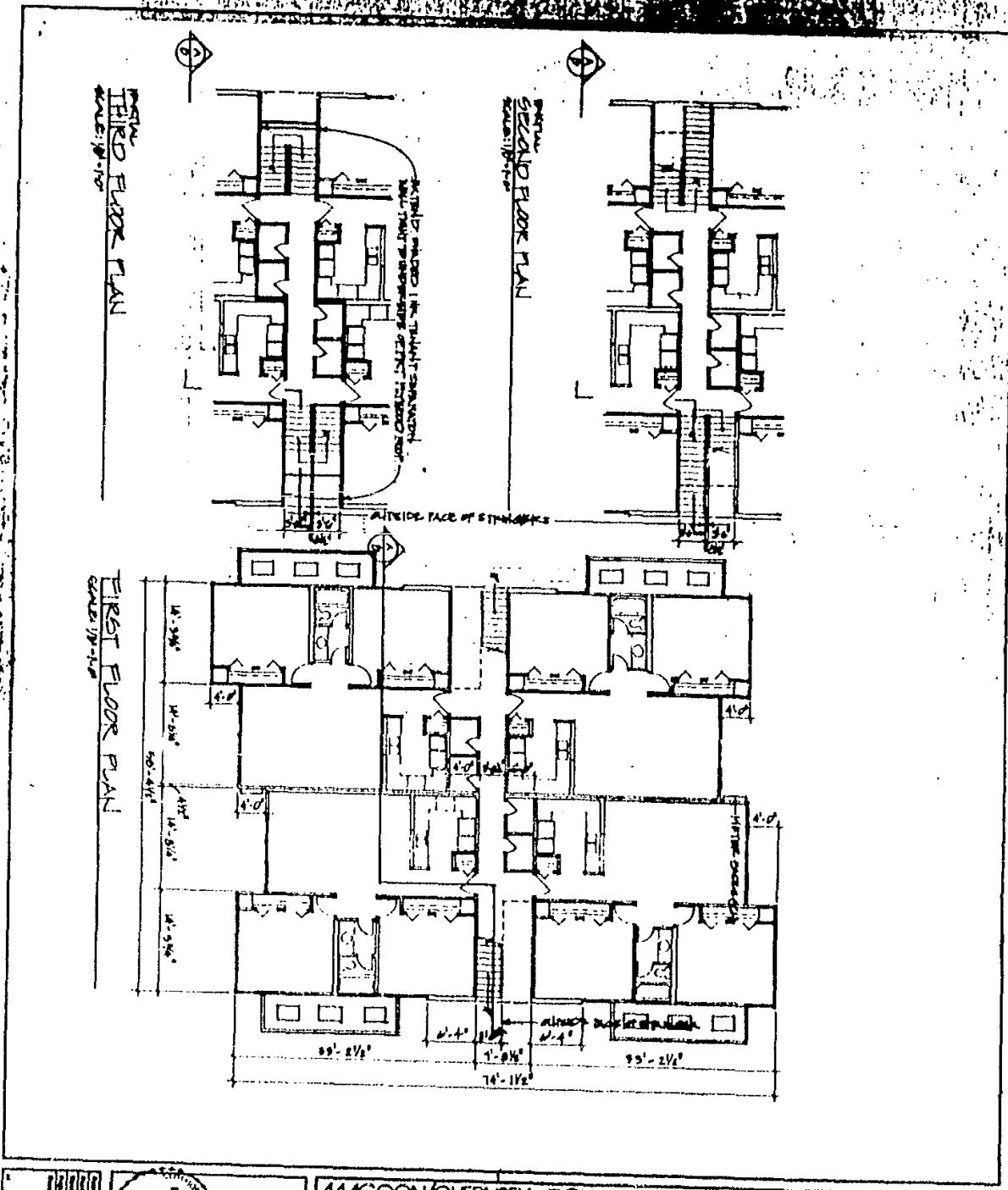
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220 NORTH BOUNDARY STREET WILLIAMSBURG, VIRGINIA 23685 804 220 0220

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HARRISONBURG, VIRGINIA





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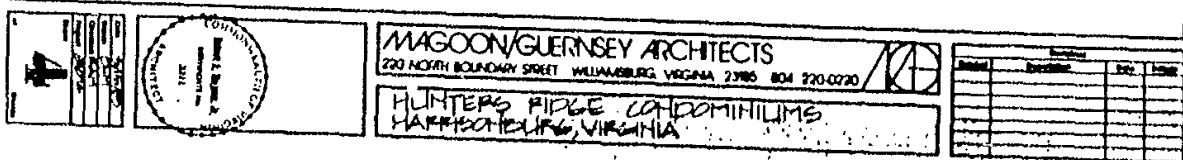
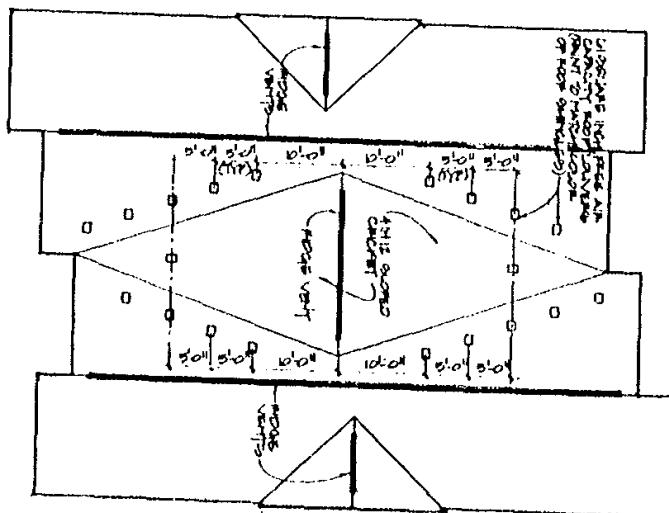
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WILLIAMSBURG, VIRGINIA

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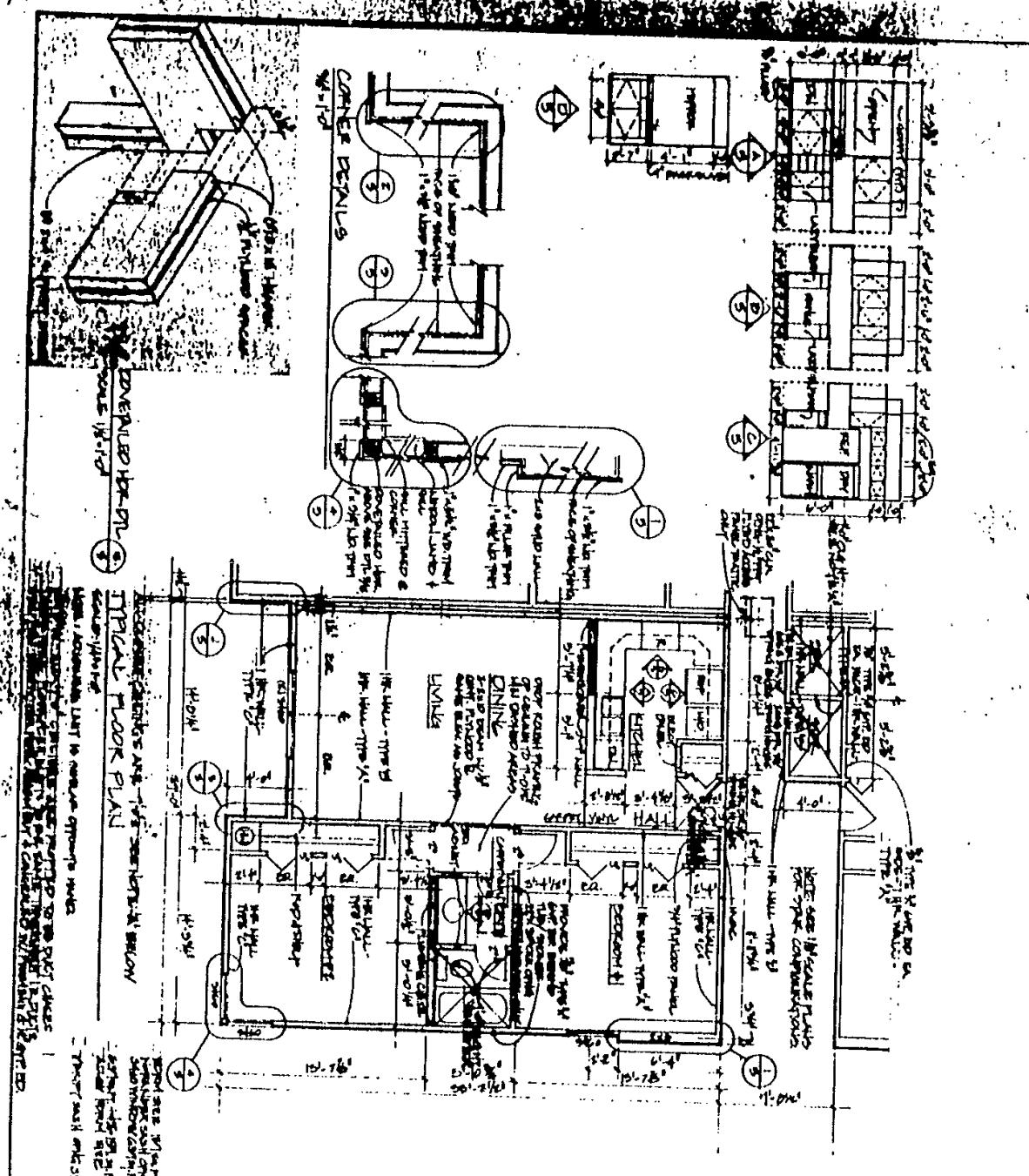
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ROOF PLAN



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HUNTER'S RIDGE COMMUNITY  
HARRISONBURG, VIRGINIA

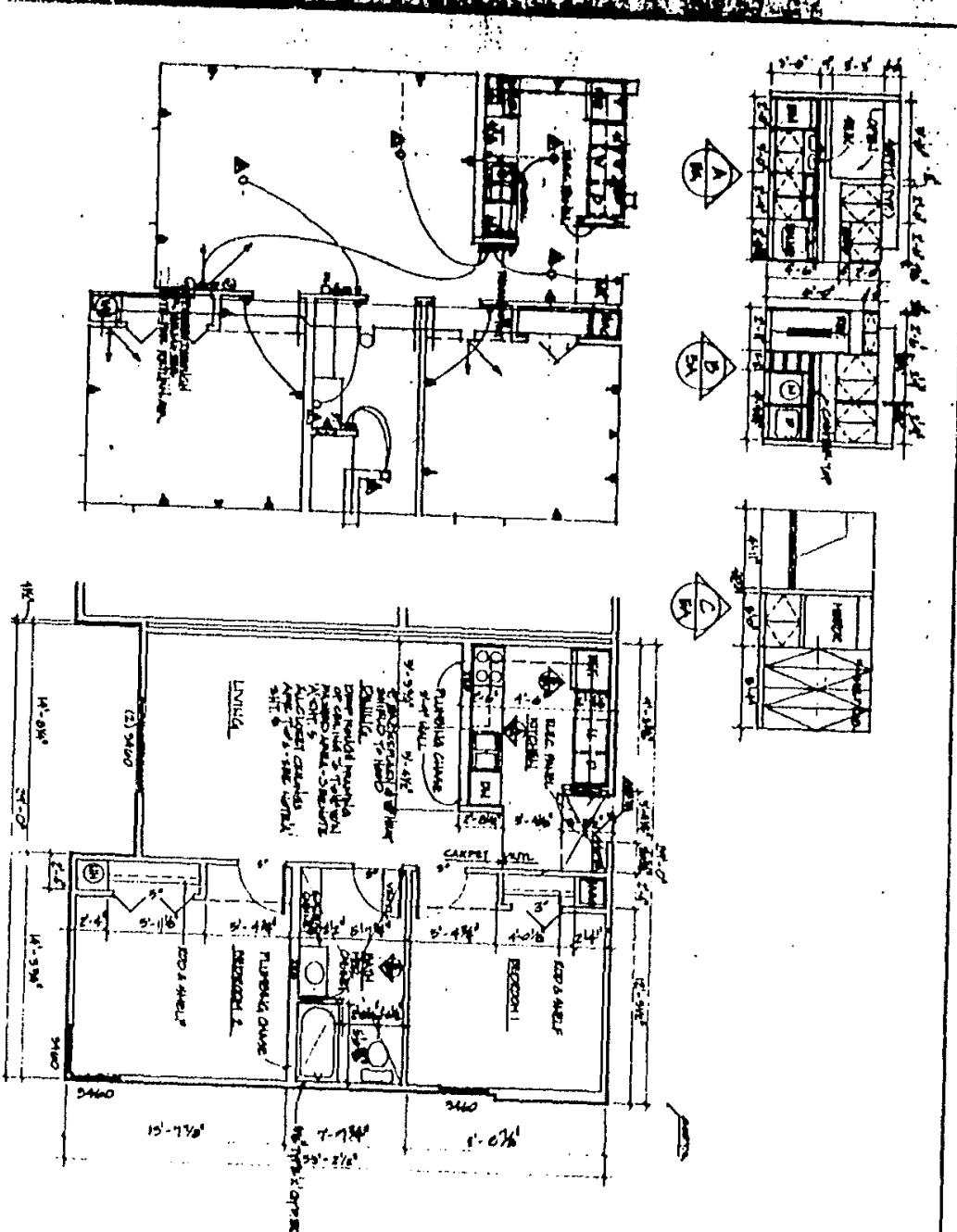
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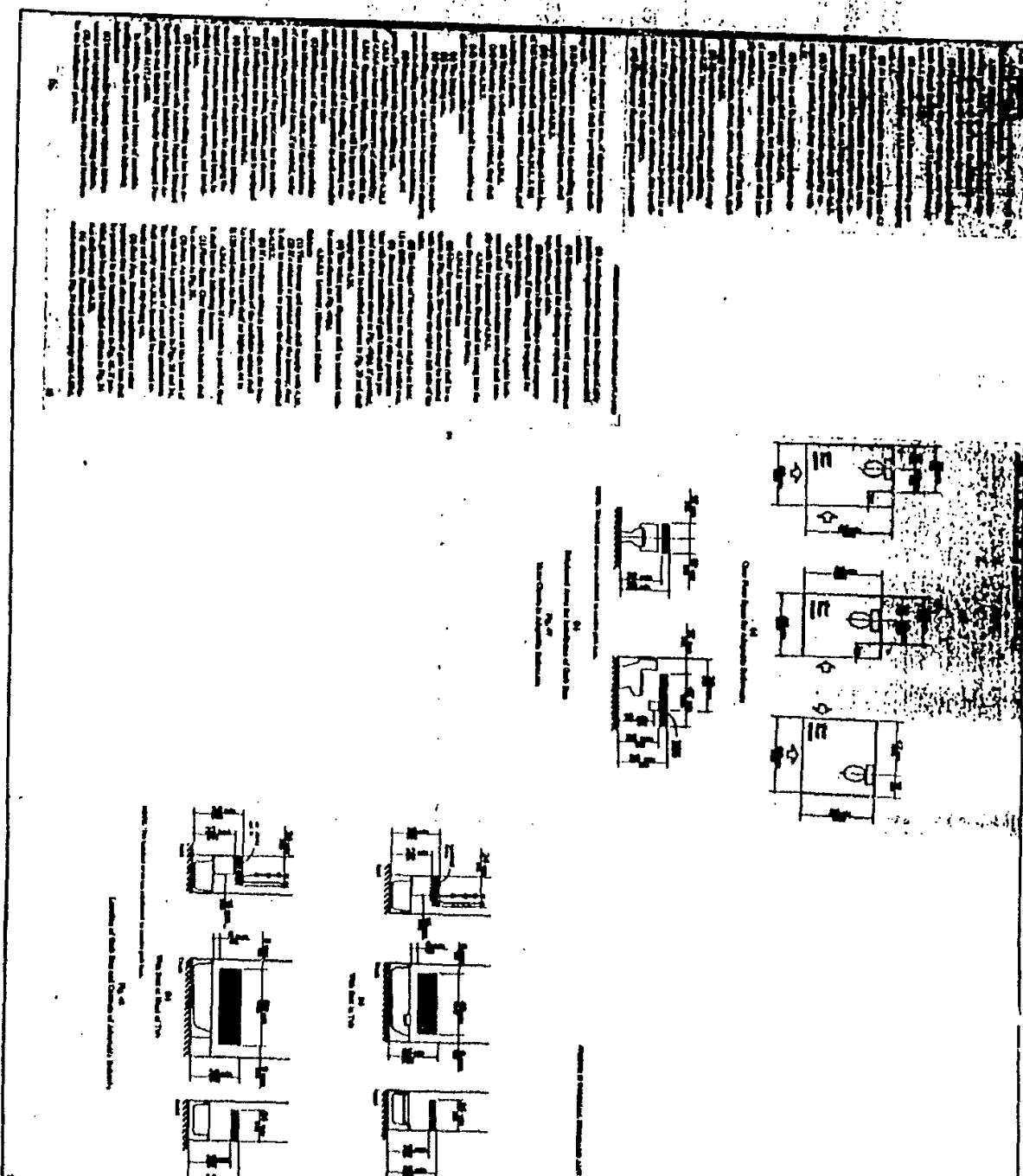


**MAGOON/GUERNSEY ARCHITECTS**  
220 NORTH BOUNDARY STREET WILLIAMSBURG, VIRGINIA 23485 804 220-0220

**HUNTER'S RIDGE CONDOMINIUMS**  
HARRISONBURG, VIRGINIA



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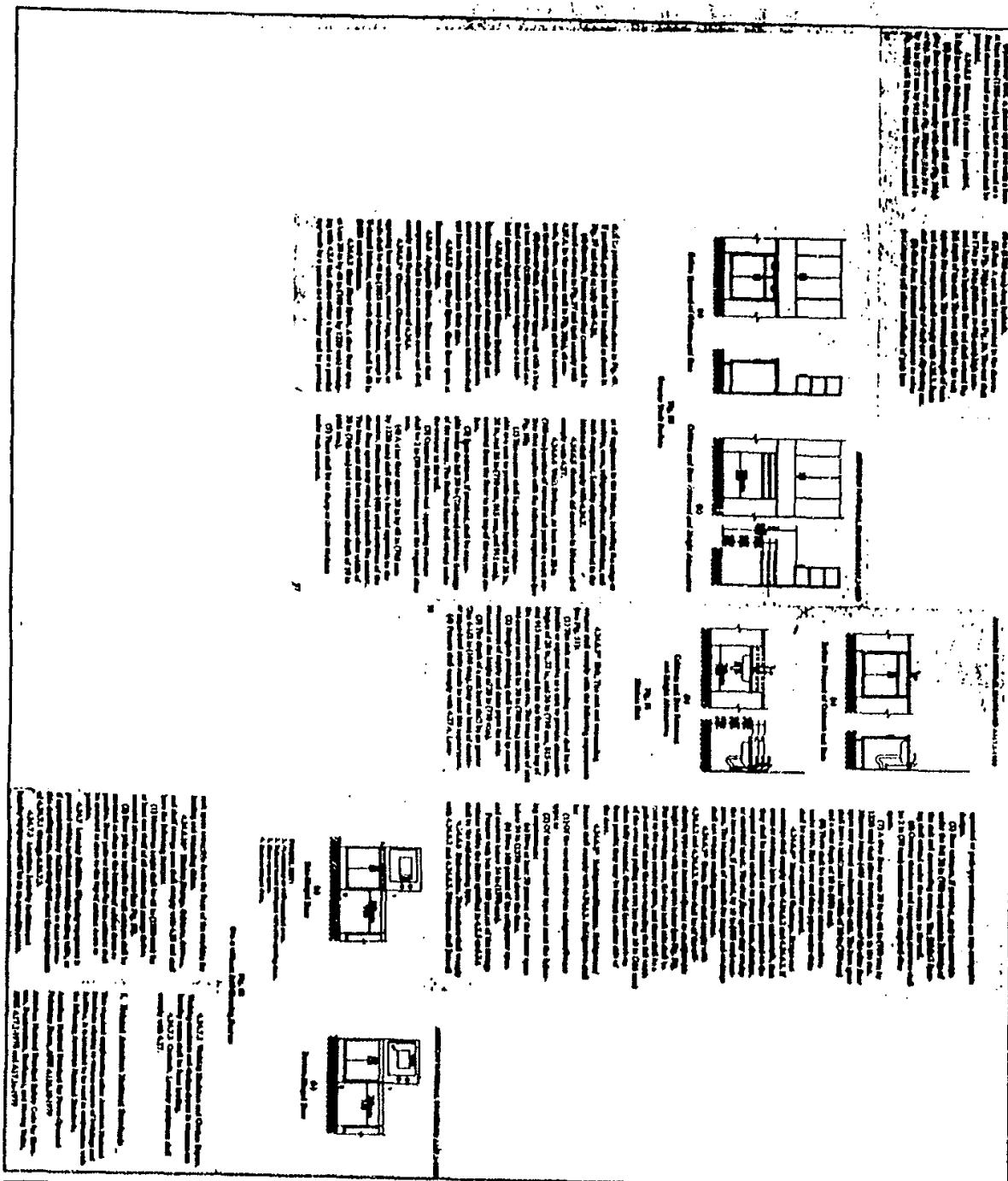
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HUNTER'S RIDGE CONDOMINIUMS  
HARRISONBURG, VIRGINIA

Section	Page	Page No.	Date	Revised

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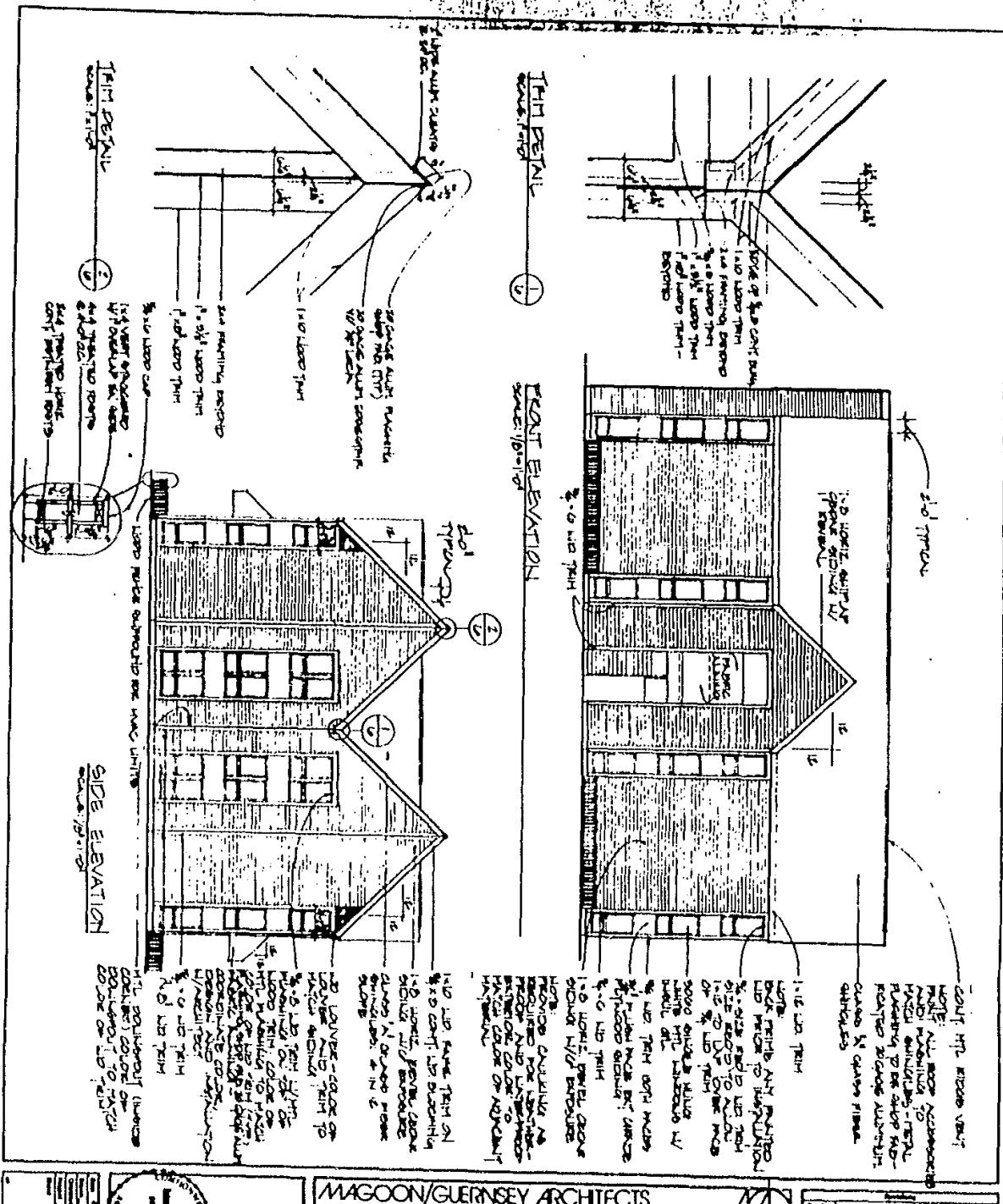
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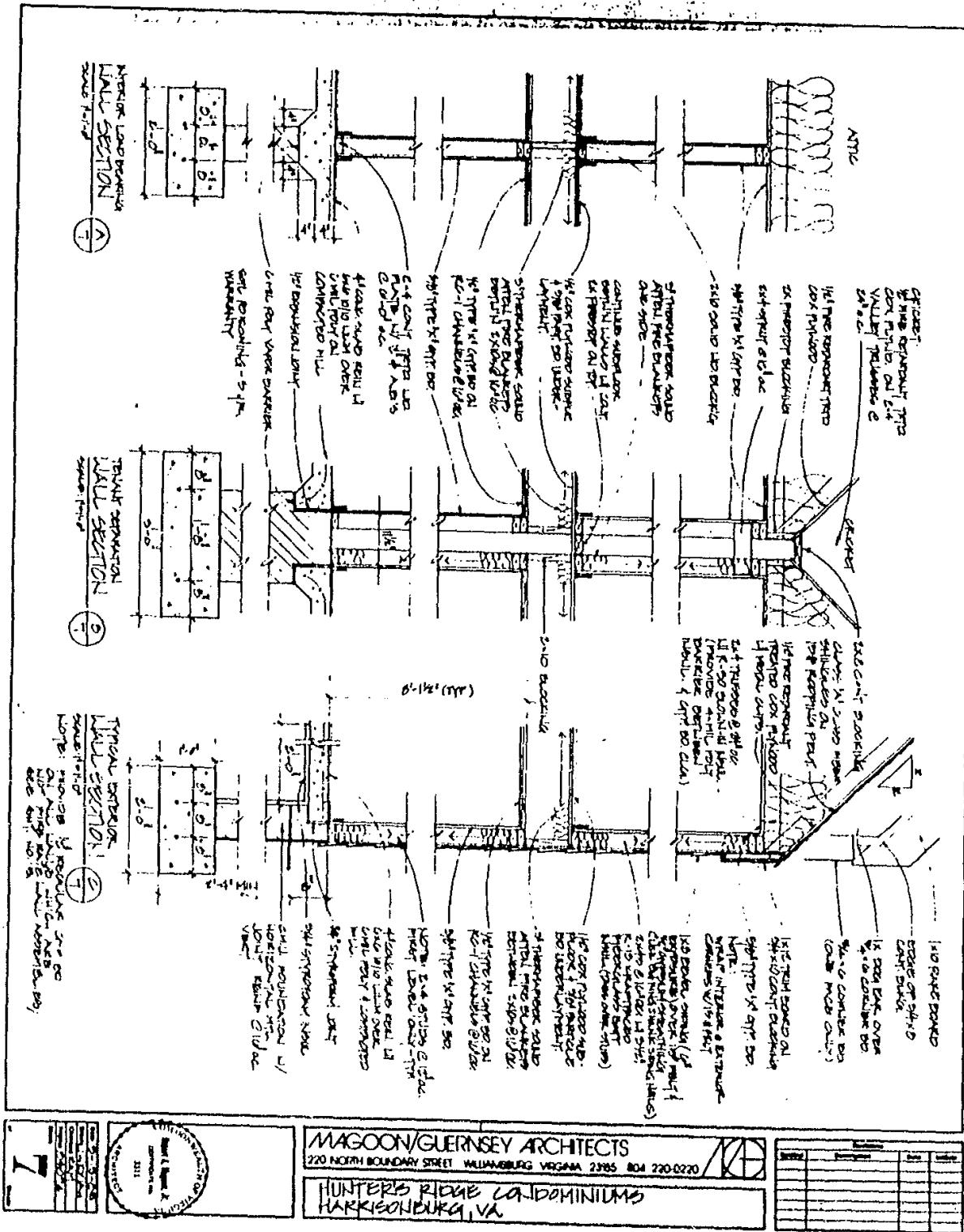
220 NORTH BOUNDARY STREET WILLIAMSBURG, VIRGINIA 23665 (757) 220-0220

## HINTERS RIDGE CONDOMINIUMS MANASSAS, VA.



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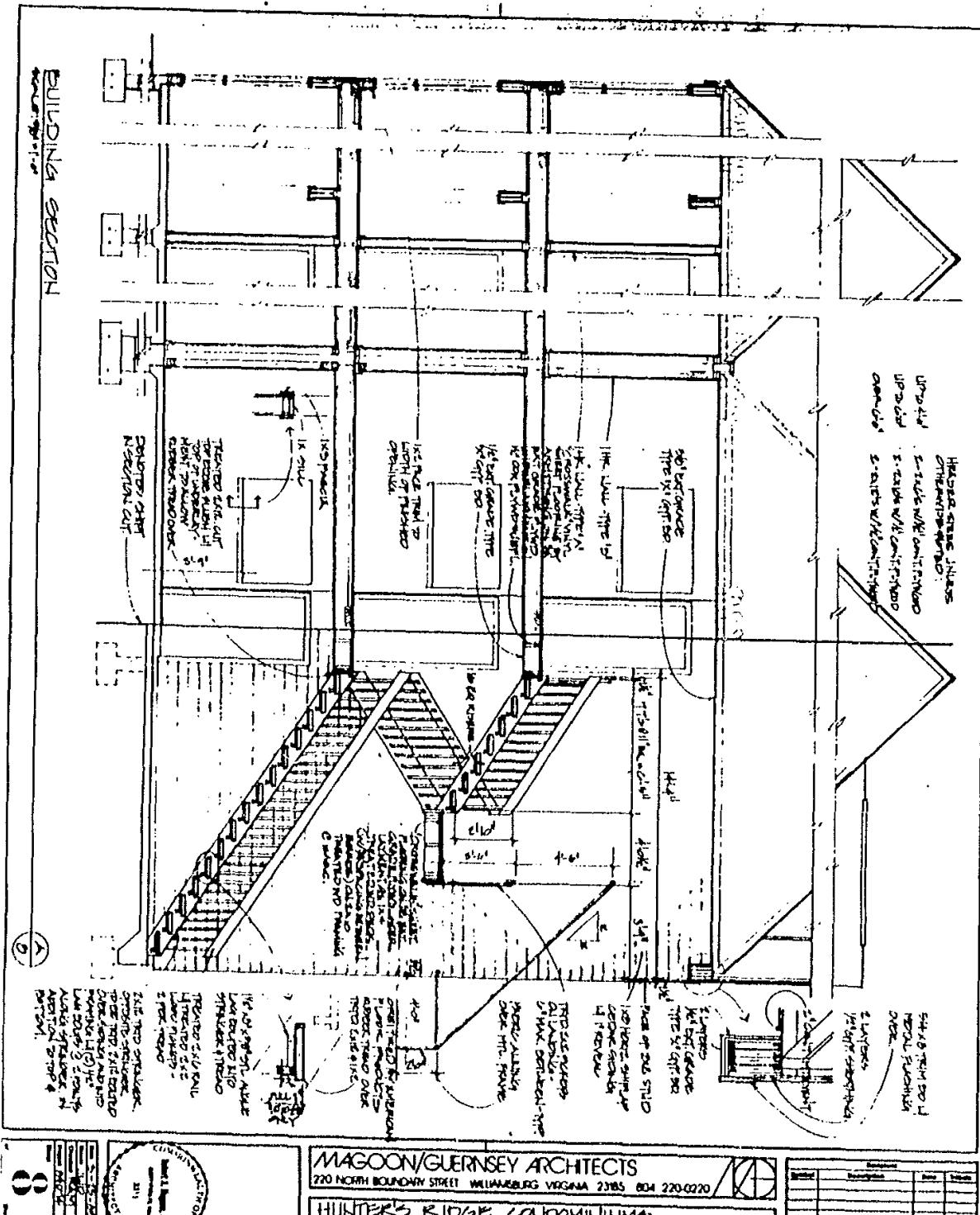


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220 NORTH BOUNDARY STREET WILLIAMSBURG, VIRGINIA 23885 804 220-0220

HUNTER'S RIDGE CONDOMINIUMS  
HARRISONBURG, VA

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## BUILDING SECTION

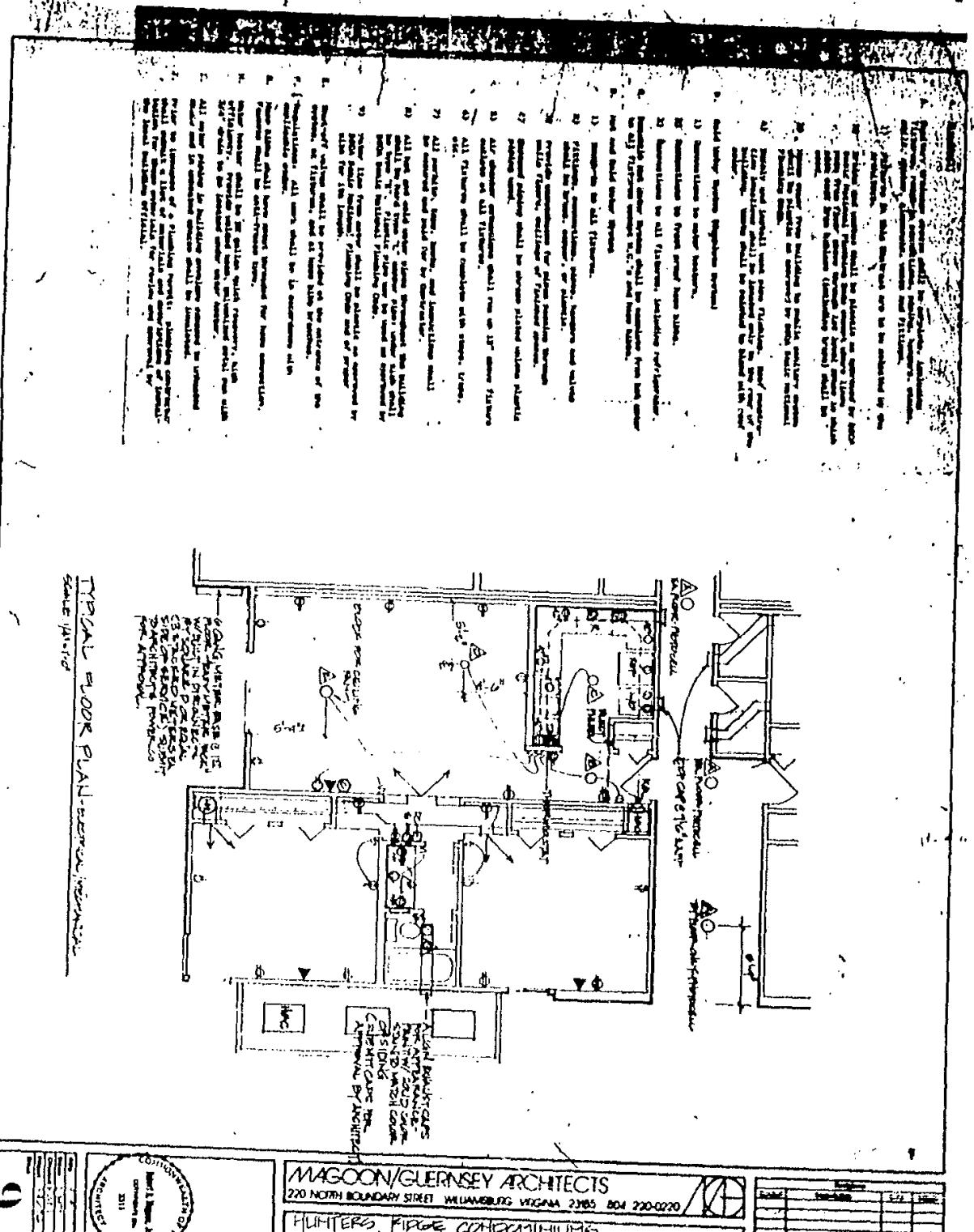


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**HUNTER'S RIDGE CONDOMINIUMS  
HARRISONBURG, VA.**



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TYPICAL DOOR PIANO-PIANOS  
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MAGOON/GUERNSEY ARCHITECTS  
220 NORTH BOUNDARY STREET WILLIAMSBURG, VIRGINIA 23885 804 220-0220

HUNTERS RIDGE COMMUNITIES  
HAPPY VALLEY, VIRGINIA



BK763 P80064

3. BUILDING REGULATIONS AND APPROVALS

- a) Specifications, all work shall be in accordance with:
- b) using Contractor for all electrical and mechanical work, including all electrical, lighting, and small service, 120 volt, power, high voltage power, telephone, and small signal line services. Work shall be performed by licensed contractors. Amount of work to be performed by licensed contractors.
- c) all work shall be performed by licensed contractors and their subcontractors.
- d) HVAC, carpentry, and architecture shall comment on the job to architect, engineer and frame shall be used and quality or materials.
- e) lumber size, species shall be determined and maintained.
- f) lumber size, species shall be determined and maintained.
- g) insulation shall be maintained and maintained.
- h) electrical equipment and materials shall be maintained and maintained.
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- o) electrical equipment and materials shall be maintained and maintained.
- p) electrical equipment and materials shall be maintained and maintained.
- q) electrical equipment and materials shall be maintained and maintained.
- r) electrical equipment and materials shall be maintained and maintained.
- s) electrical equipment and materials shall be maintained and maintained.
- t) electrical equipment and materials shall be maintained and maintained.
- u) electrical equipment and materials shall be maintained and maintained.
- v) electrical equipment and materials shall be maintained and maintained.
- w) electrical equipment and materials shall be maintained and maintained.
- x) electrical equipment and materials shall be maintained and maintained.
- y) electrical equipment and materials shall be maintained and maintained.
- z) electrical equipment and materials shall be maintained and maintained.

4. ELECTRICAL

- a) The electrical contractor shall be required to file, stamp and record, all plans, specifications, drawings, and other documents for his work. The owner, architect, shall verify and receive a copy of each plan, specification, drawing and other documents for his work.
- b) Provide complete plans and 1/4" working drawings including underground wiring and symbols for each circuit, and required or recommended. All work shall be in accordance with applicable codes.
- c) Electrical plans shall be prepared by licensed electrical code and local building officials.
- d) All electrical wiring shall be direct buried from utility poles.
- e) All electrical wiring shall be direct buried from utility poles.
- f) All electrical wiring shall be direct buried from utility poles.
- g) All electrical wiring shall be direct buried from utility poles.
- h) All electrical wiring shall be direct buried from utility poles.
- i) All electrical wiring shall be direct buried from utility poles.
- j) All electrical wiring shall be direct buried from utility poles.
- k) All electrical wiring shall be direct buried from utility poles.
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- x) All electrical wiring shall be direct buried from utility poles.
- y) All electrical wiring shall be direct buried from utility poles.
- z) All electrical wiring shall be direct buried from utility poles.

5. VIRGINIA In the Clerk's Office of the Circuit Court of Rockingham County.

The foregoing instrument was this day presented in the office aforesaid, and is, together with the certificate of acknowledgment appended, admitted to record this day of 10/25/1983 at 12:25 P.M. I certify that

taxes were paid when applicable.

Sec. 58-54 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_

Sec. 58-54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_

Recording 7-4-83 TESTE

L. WAYNE HARPER

CLEER

Deed Book No 763 Page 1

58-52-1000000886

MAGOON/GUERNSEY ARCHITECTS  
220 NORTH BOUNDARY STREET WILLIAMSBURG, VIRGINIA 23883 804 220-0220

HUNTER'S RIDGE CONDOMINIUMS  
HARRISONBURG, VIRGINIA

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