

Rules & Regulations

RULES AND REGULATIONS

VILLAGE GREEN CONDOMINIUM ASSOCIATION

Revised July 11, 2005

1. GENERAL

Village Green Condominium consists of fifty-two privately owned units and common element owned by all the unit owners. It is constituted under the Virginia Condominium Act and is administered through its elected Board of Directors and the Officers and Managing Agent selected by the Board. All Unit Owners are automatically members of the Association. Members of the Association, Lenders, Insurers and Guarantors of Mortgages upon request to the Managing Agent may inspect records and Financial Statements of the Association during normal office hours. These Rules have been adopted by the Board of Directors as authorized by the By-laws of the Association. (See Article 3, Section B, page 90 and Article 5, Section M, page 138 of the By-laws)

2. RESTRICTIONS ON USE OF UNITS

- (A) No unit shall be used in a manner that is contrary to any governmental law, ordinance, or regulation. No unit shall be used for immoral or commercial purposes, including any industry, business, trade or occupation of any kind whether for profit or non-profit. (See Article 5, Section H, page 131 of the Bylaws)
- (B) Units will be used only for residential purposes by owners and their lessees or members of their families who are permanent residents, and from time to time by their guests and invitees, There shall be no more than three unrelated individuals permanently occupying any Unit. No businesses are permitted. It is the position of the Board that page two of the Second Amendment to the Bylaws, relating to children under 18, is now unenforceable and illegal. (See Article 5, Section H, page 130 of the By-laws)
- (C) Units may be leased only in their entirety and for an initial period of no less than one year. No part alone may be rented or leased. All leases for every unit shall be in writing and shall require the Tenant to comply with the Condominium Instruments and the Rules and Regulations of the Association and provide that failure to comply shall constitute a default under the lease.
Each Unit Owner Lessor hereby authorizes the officers and each member of the Board of Directors of the Association (and hereby appoints each officer and director as his attorney-in-fact) to institute legal proceedings to evict for cause any Lessee, in the name of the Unit Owner-Lessor.
- (D) Each Unit owner shall within one week of the signing of any lease send a copy thereof to the Managing Agent together with a copy of these Rules and Regulations signed by the Tenant and acknowledging receipt of a copy thereof In addition contact information for the people leasing the Unit must be provided to the managing Agent, which information shall be included either in the lease or by a separate document stating the full name of each occupant of the unit, and the lessee's work and home phone numbers. If a copy of the lease is not received within one week of the signing thereof, such failure will be

considered a violation and the enforcement provisions under section 8 hereof may be applied. The provisions of this paragraph and the preceding paragraph shall not apply to a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure. (See Amendment 2- Clause 6 of the By-laws)

- (E) No laundry, bicycles, mattresses, clothing storage boxes, tools, or similar items, except those belonging to the Association, may be hung or stored outside the unit or in the common area, and no clothesline may be installed in those areas. The laundry machines are strictly for the use of Village Green residents and may be used between the hours of 7:30 AM and 10:00 PM. Laundry (clothing, baskets, etc.) is to be removed from the room upon completion of the cycles. Laundry left in or on the machines or the floor for more than 24 hours will be considered abandoned and a health hazard. Such materials, following notice, shall be disposed of forthwith.
- (F) No outdoor grills may be used on the patio decks or porches of any Village Green building.

3. VEHICLES

- (A) Each Unit is guaranteed only one parking space in front of the Unit. Due to limitations on available parking space, no Unit should, on a routine basis, park more than two vehicles any where in Village Green., except with permission of the Board. All vehicles should be (except in unusual circumstances approved by the Board) in regular use and not just kept in storage (Article 5, Section K, page 137).
- (B) In accordance with Article 5, Section H, Clause 8 of the Condominium Bylaws, no trailers, campers, recreational vehicles, dirt bikes, boats or motorcycles may be parked except with permission of the Board in areas it may designate. Such vehicles shall be parked only on a temporary basis and may not be used as over night residences. No vehicle over 25 feet in length may be parked over night except with permission of the Board.
- (C) Any vehicle parked so as to block the flow of traffic or restrict the movement of another vehicle shall be subject to towing at the owner's expense. The parking of inoperable, abandoned or junked vehicles is prohibited. This includes vehicles without current license plates, county stickers, state inspection stickers or vehicles which are illegally parked or parked on common area and/or any vehicle for which a no owner can be found. If any such vehicle is parked in Village Green, a notice may be affixed to its windshield and reported to the Board or the managing Agent. If the condition is not then rectified within 7 days, the Association may have the vehicle towed away, without further notice, at the owner's expense.
- (D) No washing of vehicles, repairs or routine maintenance, except in emergencies, may be made on the condominium property, (See Article 5, Section K, Clause 7, as amended)
- (E) Skateboards, roller blades, skates, motorized toy vehicles and scooters, and other similar items are prohibited from use in the Condominium. Bicycles may not be ridden on the Condominium sidewalks.

4. PETS

The maintenance, boarding, and/or raising of cats, dogs, animals, livestock, snakes poultry, birds, and reptiles of any kind or in any number is prohibited in any Unit or in the Common Element.

5. CONDOMINIUM DUES

* Condominium dues must be paid by the fifth day of each month. A charge of \$15 will be made * for late payment and \$25 for any returned check. (See Article 5, Section C, page 124)

6. MAINTENANCE AND REPAIR

(A) The Association provides maintenance and repair of common property including the exterior of buildings, except that the unit owners are responsible for the following:

(1) Town house unit owners are responsible for doorknockers and knobs and other metal parts of exterior front and back doors. (See Article 5, Section E, page 126 of the By-laws) (2) Enhancements or improvements to porches. Note all such enhancements and improvements must be approved by the Board and are at the expense of the Unit owner. (See Article 5, Section G, pages 128-129 of the Bylaws) (3) Porch screens (See Article 5, Section E, and page 126 of the By-laws)

(2) Repairs and replacements normally borne by the Association, but which are necessary due to enhancements or improvements made by the Unit Owner or are due to negligence or abuse by the Unit Owner, or his lessee or guest, will be paid for by the Unit Owner. If the Unit Owner does not make such repairs the Board of Directors may have such repairs made and assessed to the Unit Owner. (see Article 5, Section E, pages 160 to 163 of the By-laws)

(B) Unit Owners are responsible for the maintenance and repair of their Unit, including the repair and replacement of all windows and panes and entrance doors including French doors, storm windows and doors, mail boxes, exterior post lights, patios, decks and porches, heat pumps and any drain therefrom, air conditioners and other appliances and equipment in their Unit and any storage rooms which have been assigned to them. All Unit Owners must keep their Unit in good order and repair and in a clean and sanitary condition, including keeping them free of trash and accumulations of water. A Unit Owner shall be responsible for all decorating and interior painting of their Units. A Unit Owner shall be responsible for all damage to another Unit caused by his failure to properly maintain his Unit in accordance with the By-laws and these Rules and Regulations. including faulty air conditioning drains. (See Article 5, Section E, Clause b, pages 126-127 of the Bylaws)

(C) No Ivy or clinging vines will be allowed to grow onto building surfaces or common property except as permitted by the Board of Directors.

(D) Any prospective repair or improvement to any Unit, that is exterior or structural to the interior, must be reported to the Managing Agent or the Board of Directors for approval without delay. No such repair or improvement or structural change shall made to any Unit without the approval of the Board of Directors, (See Article 5, Section G, pages 128-130)

- (E) Any landscape design and plantings in front of and on the side on Village Green buildings have been carefully planned and done. Unit owners are not permitted to plant flowers, shrubs or trees in the Common Element areas in the front or sides of Village Green buildings,

7. "FOR SALE" OR "FOR RENT" SIGNS

One "For Sale" and "For Rent" signs may be displayed by a Unit Owner but not in the yard in front of the Unit. These signs must be removed when the Owner accepts a contract on the Unit. "Sold" signs are not allowed. No other signs shall be erected without the consent of the Board of Directors. (See Article 5, Section K, Clause 9, page 135)

8. MISCELLANEOUS

Each Unit Owner must obtain from the Managing Agent a copy of all the Condominium Documents, including these Rules and Regulations, and give them to any purchaser of their Unit. Unit Owners should note that they are ultimately responsible for the compliance with the By-laws of the Association and these Rules and Regulations by the occupants of their Units. A violation by any occupant shall be considered to be a violation by the Unit owner.

9. ENFORCEMENT

In addition to the rights and remedies stated in the By-laws and other Condominium Instruments, the Association acting through its Board of Directors shall have all the powers granted to it under the provisions of Section 55-79.80:2 of the Virginia Condominium Act for the enforcement of the Condominium Instruments and these Rules and Regulations, including the right to assess charges for violations of the Rules and Regulations or any other provisions of the governing Condominium Instruments. A copy of the aforesaid Section of the Virginia Condominium Act is attached hereto and made a part hereof. It should be noted that this specifically includes the right, after a hearing as provided in the Act, to assess a \$50.00 charge for a single violation or a charge of \$10 a day for any violation of a continuing nature, not to exceed 90 days.

Village Green
Unit Information Form Rule: Adopted February 15, 2006

Unit Owners are required to report to the Association on an annual basis the following information, which is included on the "Unit Information Form":

- i. Owner's name, Unit number, mailing address, home phone number, work phone number
- ii. occupancy status (Owner occupied vs. for lease/leased)
- iii. Tenant/Occupant name, home phone number, work phone number

The "Unit Information Form" must be returned to the Association in the timeframe specified each year, or within 30 days of new purchase of Unit.

Amended Bylaws
Of
Village Green Condominium



350872

AMENDED BYLAWS
OF
VILLAGE GREEN CONDOMINIUM

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AMENDED BYLAWS
OF
VILLAGE GREEN ASSOCIATION

ARTICLE 1. GENERAL PROVISIONS

- 1.1 **IDENTITY, PURPOSE.** These are the Bylaws of Village Green Association, a non-stock Virginia corporation (the "Association"). The Association has been organized for the purpose of administering the affairs of Village Green Condominium (the "Condominium").
- 1.2 **BYLAWS SUBJECT TO OTHER DOCUMENTS.** The provisions of these Bylaws are applicable to the Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation for the Association, as amended (the "Articles") and the Declaration of Condominium which is recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg, Virginia in Deed Book 69, Page 266, *et seq.* which may be amended from time to time (the "Declaration"). The Articles, Bylaws and Declaration shall collectively be referred to as "Condominium Instruments."
- 1.3 **APPLICABILITY.** All Unit Owners, tenants and occupants, their agents, guests, invitees, licensees and employees and others that use the Condominium or any part thereof, are subject to the Condominium Instruments and the Rules and Regulations.
- 1.4 **OFFICE.** The office of the Association shall be at the Condominium or such other place designated by the Board of Directors of the Association.
- 1.5 **DEFINITIONS.** All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES

- 2.1 **QUALIFICATION OF MEMBERS, ETC.** The qualification of members, the manner of their admission to membership, their termination of membership and voting rights shall be as set forth in the Condominium Instruments. For all purposes having to do with the administration of the Condominium, the Association shall act as an agent for the Unit Owners as a group.
- 2.2 **QUORUM.** Persons having one-third (1/3) or more of the aggregate Percentage Interest of the Association who are present at a meeting, in person or by proxy, shall constitute a quorum.
- 2.3 **CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT.** The vote of the owners of a Unit

owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member." Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If the person designated in such certificate is not present or if such a certificate is not so filed, then any person having an ownership interest in such Unit who is present shall be entitled to cast the vote of such Unit. In such event, if more than one owner is present, then the vote of the Unit shall be cast only in accordance with their unanimous consent.

- 2.4 VOTING BY PROXY. Votes may be cast in person or by proxy. Any proxy must be filed with the Secretary or designee before the appointed time of the meeting. The proxy must be duly executed by or on behalf of the Unit Owner. No such proxy shall be revocable except by actual notice by the Unit Owner to the person presiding over the meeting. Any proxy shall be void (i) if it is not dated and signed by the Unit Owner or a person having authority to execute deeds on behalf of the Unit Owner; (ii) if it purports to be revocable without notice; or (iii) if the signatures of any of those executing the same has not been witnessed by a person who signed his or her full name and address. Any proxy shall terminate upon conclusion of the matter for which the proxy is given. The proxy shall include a brief explanation of the effect of leaving the proxy uninstructed.
- 2.5 VOTING. Voting at all meetings of the Association shall be on a percentage basis and the percentage of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit as set forth in the Declaration.
- 2.6 SUSPENSION OF VOTING RIGHT. No Unit Owner may vote at any meeting of the Unit Owners if the Association has filed a lien against his or her Unit and the amount necessary to fully pay and release the lien has not been paid at the time of such meeting.
- 2.7 MAJORITY. Except where otherwise required by the provisions of the Condominium Instruments or the Virginia Condominium Act, the affirmative vote of the Unit Owners having more than fifty percent (50%) of the aggregate total votes in the Association in person or by proxy at a duly called meeting at which a quorum is present shall be the decision of the Unit Owners and shall be binding on all of the Unit Owners.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

- 3.1 ANNUAL MEETING. The annual meeting of the Association shall be held on a date selected by the Board of Directors for the purpose of electing Directors and transacting any other business authorized to be transacted by Unit Owners.
- 3.2 SPECIAL MEETING. Special meetings shall be called by the President upon a resolution of the Board of Directors or upon a petition presented to the Secretary which is signed by Unit Owners holding not less than one-third (1/3) of the aggregate total votes. Notices

of special meetings shall be given as set forth below except that in the case of an emergency, reasonable notice will be deemed sufficient.

- 3.3 **NOTICE OF MEETING; WAIVER.** Notice of all Unit Owners' meetings shall be given by the Secretary or designee, to each Unit Owner, unless such notice is waived in writing. Such notice shall be in writing and shall state the time and place of the meeting. In the case of a special meeting, the notice shall also include the purpose of the meeting. Notice shall be given or mailed to each Unit Owner at their respective Units or such other address as the Unit Owner may have designated by notice, in writing, to the Association, not less than twenty-one (21) days prior to an annual meeting, and not less than seven (7) days for a special meeting. If hand delivered, the appointed officer shall certify in writing that notice was delivered to the Unit Owner. If mailed, notice shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed to the Unit Owner at the address appearing on the records of the Association.
- 3.4 **ADJOURNED MEETINGS.** If any meeting cannot be held because a quorum is not present, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time when a quorum is present. Valid proxies for the meeting shall continue to be valid until a quorum is present.
- 3.5 **CHAIRPERSON.** At a meeting of Unit Owners, the President shall preside, or in his or her absence, the Board of Directors shall select a chairperson.
- 3.6 **ORDER OF BUSINESS.** The order of business at Annual Meeting, and, as far as practical, at any other Unit Owners' meetings, shall be:
- a. Call to order, certifying of proxies and determination of quorum;
 - b. Proof of notice of meeting or waiver of notice;
 - c. Reading of minutes of preceding meeting;
 - d. Reports of Officers;
 - e. Reports of Committees;
 - f. Reports of Board of Directors;
 - g. Election of Directors (when so required);
 - h. Unfinished business;
 - i. New business;

j. Adjournment.

- 3.7 PARLIAMENTARY RULES. The Board of Directors may, by resolution, use parliamentary rules to conduct meetings, including, Roberts Rules of Order (latest edition) or other rules of parliamentary procedures when not in conflict with the Condominium Instruments or Virginia Condominium Act.

ARTICLE 4. BOARD OF DIRECTORS

- 4.1 NUMBER AND TERM. The affairs of the Association shall be managed by a Board of Directors (the "Board") consisting of five (5) persons. Directors shall be elected for a two year term. The Directors shall hold office until their respective successors have been elected by the Unit Owners. The Directors' terms should be staggered. Prior to the election of Directors, the Board, by resolution, may adopt such procedures as necessary to insure the staggered terms of the Directors, including, but not limited to, modifying Director(s) term to a one year term based on the Director(s) receiving the lowest plurality of votes at the Annual Meeting.
- 4.2 ELECTION OF DIRECTORS. The Directors shall be elected by the Unit Owners. Elections shall be conducted in the following manner:
- a. Persons qualified to be members of the Board may be nominated for election only as follows: (i) a Unit Owner may submit a nominating petition to the Secretary signed by Unit Owners owning at least two (2) Units, a statement that the person nominated is willing to serve on the Board and a biographical sketch of the nominee; or (ii) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board for which no more than one person has been nominated by petition.
 - b. No person shall be eligible for election as a Director unless he or she is a Unit Owner or spouse of a Unit Owner. No person shall be elected as a Director or shall continue to serve as a Director if he or she or their spouse has failed to pay any sum assessed against his or her Unit. If all such assessments are paid in full, the person's eligibility to be elected or to serve as Director shall be automatically restored.
 - c. The election shall be by ballot and by a plurality of the votes cast. There shall be no cumulative voting. Votes shall be tallied by inspectors appointed by the President or other officer presiding over the meeting.
 - d. Except as to vacancies created by removal of Directors by the Unit Owners, vacancies in the Board occurring between the Annual Meeting of Unit Owners shall be filled by a majority vote of a quorum of the Board of Directors. A Director elected by the Board to fill such a vacancy shall serve the remainder of the term.

- 4.3 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, provided, a quorum shall be present.
- 4.4 REGULAR MEETINGS. Regular meetings of the Board shall be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but such meetings shall be held at least on a quarterly basis. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or electronic transmission, at least three (3) days prior to the day named for such meeting, unless notice is waived or the meetings for the year are set in advance at the organizational meeting. Meetings shall be open to all Unit Owners except in those circumstances for which the Condominium Act allows meetings of the Board to be closed to the Unit Owners. Notice of the time, date and place of each meeting of the Board or of any committee thereof shall be published where it is reasonably calculated to be available to a majority of the Unit Owners.
- 4.5 SPECIAL MEETINGS. Special meetings of the Board may be called by the President. Except in an emergency the notice shall be given as provided in Article 4.4 above and shall state the time, place and purpose of the meeting.
- 4.6 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director, in person or by telephone communication, shall be deemed a waiver. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.
- 4.7 QUORUM. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Condominium Instruments. If any Directors' meeting cannot be held because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes have not attended, the Directors who are present may adjourn the meeting, from time to time, until the requisite quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for all purposes including determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting.
- 4.8 CONDUCT OF MEETINGS. The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of

their number to preside. The Secretary, or such other designated officer, shall keep a minute book of the Directors meetings. The then current edition of Roberts' Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Condominium Instruments or the Condominium Act.

- 4.9 RESIGNATION. A Director may resign by giving written notice to the President or Secretary. A Director shall be deemed to have resigned upon his termination of membership to the Association or upon his default for thirty (30) days of any of the provisions or covenants of Condominium Instruments or Rules and Regulations.
- 4.10 REMOVAL OF DIRECTORS. Directors may be removed, with or without cause, by a vote of the Unit Owners holding more than Fifty percent (50%) of the total aggregate votes in the Association at a duly called meeting of the Unit Owners. Any Director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days notice of the time, place and purpose of the meeting and shall be afforded an opportunity to be heard at the meeting. At the meeting, the Unit Owners may elect a new Director to fill the vacancy or may call a subsequent special meeting to fill the vacancy. In the event that the Unit Owners do not fill the vacancy within thirty (30) days of the removal, the Board of Directors may proceed to fill the vacancy and the new Director shall serve the remaining term of the removed Director.
- 4.11 VACANCIES. Vacancies on the Board of Directors caused by any reason other than removal of a Director as set forth in Section 4.10 above shall be filled by a vote of a majority of the remaining Directors at a regular or special meeting of the Board of Directors held promptly after the occurrence even though the Directors present at such meeting may constitute less than a quorum. The successor Director shall serve until the next annual meeting.
- 4.12 COMPENSATION. Directors' compensation, if any, shall be determined by the Unit Owners.
- 4.13 ACTION WITHOUT 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 of the Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors. This provision shall not be used to circumvent the requirements of VA. Code Ann. § 55-79.75 requiring open meetings of the Board of Directors.
- 4.14 POWERS AND DUTIES. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium, and may do all such acts and things as are not by the Virginia Condominium Act or the Condominium Instruments required to be exercised and done by the Unit Owners acting as a group on the basis of voting their interest in the Association. The powers and duties of the

Association may, subject to the limitations set forth herein and in the Condominium Act, be exercised by the Board, in the Board's sole discretion. Such powers shall include, without limiting the generality of the foregoing, the following:

- a. To prepare and adopt an annual budget of the Association in which there shall be established the assessments of each Unit Owner.
- b. To make and levy assessments against Unit Owners and their Units to defray the costs and expenses of the Condominium and Common Expenses, establish the means and methods of collecting such assessments from the Unit Owners, establish the period of the installment payment of the annual assessment for Common Expenses and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association. Unless otherwise determined by the Board the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first (1st) day of each month.
- c. To provide for the maintenance, repair, replacement, operations, improvements and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- d. To designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Condominium.
- e. Collect the assessments against the Unit Owners, deposit the proceeds in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Condominium.
- f. To pay all taxes, charges and assessments of any type which affect any part of the Condominium, other than Units (unless owned by the Association) and the appurtenances thereto, and to assess the same against the Unit Owners and their respective Units.
- g. To make or contract for the making of repairs, additions and improvements to or alterations of the Condominium and repairs to and restoration of the Condominium, in accordance with these Bylaws, after casualty, or as a result of condemnation or eminent domain proceedings.
- h. To enforce, by legal means, the provisions of the Condominium Instruments and the Rules and Regulations promulgated governing the use of the Condominium including, without limitation, the assessment of fines against Unit Owners for violations of the Condominium Instruments and the Rules and Regulations in

accordance with the provisions of Va. Code Ann. § 55-79.80:2

- i. To obtain and carry insurance against casualty and liability as required by the Condominium Instruments or the Virginia Condominium Act, pay the premiums and adjust and settle any claims.
- j. To pay all costs of electricity, gas, water, sewer and other utility services rendered to the Condominium which is not the specific responsibility of each Unit Owner.
- k. To keep books with detailed accounts in chronological order of receipts and expenditures affecting the Condominium and specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred by the Association. All books and records shall be kept in accordance with good and accepted accounting practices and records. The financial records shall be reviewed by an independent accountant retained by the Board of Directors on an annual basis and shall be audited every three (3) years.
- l. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium on behalf of the Association, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.
- m. To furnish the Resale Certificate as set forth in Va. Code Ann. § 55-79.97 within fourteen (14) days of receipt of a request or as otherwise authorized by Va. Code Ann. § 55-79.97.
- n. To borrow money on behalf of the Association when required in connection with any one instance relating to the maintenance, repair, replacement, operations, improvements and management of the Common Elements; provided, however, that the consent of a majority of the Unit Owners obtained at a meeting duly called and held for such purpose in accordance with these Bylaws, shall be required to borrow any sum in excess of Ten Thousand and No/100 Dollars (\$10,000.00). If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this paragraph is not repaid by the Association, a Unit Owner who pays to the creditor such proportion thereof as his or her Percentage Interest bears to the total Percentage Interests in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Unit.
- o. In its sole discretion, designate, from time to time, certain Common Elements as "Reserved Common Elements" and impose such restrictions and conditions on the use thereof as the Board deems appropriate.

- p. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements and to alter, add to, relocate or improve Common Elements.
- q. To contract on behalf of the Association for the management of the Condominium and to delegate to such manager such powers and duties of the Association as the Directors deem fit.
- r. To adopt, amend, promulgate and enforce rules and regulations governing the details of the operation and use of the Units and Common Elements, real and personal, in the Condominium.
- s. Delegate portions of its responsibilities to committees established for that purpose.
- t. To do such other things and acts not inconsistent with the Condominium Act and the Condominium Instruments, including, without limitation, such things or acts which it may be authorized to do by a resolution of the Board.

4.15 LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS, UNIT OWNERS AND ASSOCIATION

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

thereunder shall be limited to the total liability thereunder multiplied by his Percentage Interest. The Association shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a Director or Officer of the Association against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement incurred by him or her in such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Condominium.

- b. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by any Unit Owner, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any governmental authority.

4.16 COMMON OR INTERESTED MEMBERS. Each Officer and Director shall exercise his powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Association and any of its Directors or between the Association and any corporation, firm or association in which any of the Directors or Officers are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such Director or Officer is present at the Directors' meeting or any committee thereof which authorizes or approves the contract or transaction, or because his or her vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

- a. The fact of the common membership or interest is disclosed or known to the Directors or noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- b. The fact of the common membership or interest is disclosed to the Unit Owners entitled to vote, and the Unit Owners approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- c. The contract of transaction is commercially reasonable to the Association at the

time it is authorized, ratified, approved or executed.

Any common or interested members may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorized, approves or ratifies any contract or transaction, and may vote at any such meeting to authorize or disallow any contract or transaction with like force and effect as if such Directors or Officers were not such Directors or Officers or not so interested.

- 4.17 EXECUTION OF DOCUMENTS. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Two Thousand Dollars (\$2,000.00) shall be executed by any two (2) persons designated by the Board of Directors. All such instruments for expenditures or obligations of Two Thousand Dollars (\$2,000.00) or less may be executed by any one (1) person designated by the Board of Directors.
- 4.18 MANAGING AGENT. The Board of Directors may employ for the Condominium a "Managing Agent" at a compensation to be established by it.
- a. REQUIREMENTS. The Managing Agent shall be a bona fide business enterprise which is experienced in managing common interest residential communities. Such firm shall have a minimum of two (2) years' experience in real estate community management and shall employ persons possessing a high level of competence in the technical skills necessary for proper management of the Condominium. The Managing Agent must be able to advise the Board of Directors regarding the administrative operations of the Condominium and may with the consent of the Board of Directors, employ personnel expert in the areas of condominium insurance, accounting and condominium regulations.
 - b. DUTIES. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (l) and (m) of Section 4.14 herein and other than its power to make and amend any Rules and Regulations issued by the Board of Directors. The Managing Agent shall perform the obligations, duties and services relating to management of the Condominium, relating to the rights of Mortgagees and relating to the maintenance of reserve funds in compliance with the provisions of these Bylaws.
 - c. STANDARDS. The Board of Directors shall impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors:
 - (i) Cash accounts of the Association shall not be commingled with any other

accounts except with the express permission of the Board of Directors;

- (ii) No remuneration shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finders fees, service fees or otherwise;
- (iii) Any discounts received shall benefit the Association;
- (iv) Any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and
- (v) A monthly financial report shall be prepared for the Association disclosing:
 - (1) All income and disbursement activity for the preceding month;
 - (2) The status of all accounts in any "actual" versus "projected" budget format; and
 - (3) Any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category, as distinct from a specific line item in an expanded chart of accounts.

d. **LIMITATIONS.** Any contract with the Managing Agent must provide that it may be terminated with or without cause and a minimum of thirty (30) days' written notice; and the contract must be terminable without payment of a termination fee.

When a professional management has been previously required by any Mortgagee or insurer or guarantor of such mortgage, whether such entity became a Mortgagee, insurer or guarantor at that time or later, any decision to establish self-management by the Association shall require the prior consent of Unit Owners to which at least sixty-seven percent (67%) of the votes of the Association are allocated and the approval of Mortgagees holding first liens on Units which have at least fifty-one percent (51%) of the votes of the Units subject to such mortgages.

4.19 **COVENANTS COMMITTEE.** The Board of Directors may establish a Covenants Committee consisting of members appointed by the Board of Directors, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner:

- (i) providing for visual harmony and soundness of repair;

- (ii) avoiding activities deleterious to the esthetic or property values of the Condominium;
 - (iii) furthering the comfort of the Unit Owners, their guests and tenants; and
 - (iv) prompting the general welfare of the Condominium community.
- a. **POWERS.** The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Condominium Instruments, the Rules and Regulations, or resolutions of the Board of Directors, upon petition of any Unit Owner or upon its own motion. The Covenants Committee shall from time to time, as required, provide interpretations of the Condominium Instruments, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board of Directors to have standing as an aggrieved party and a majority vote of a quorum of the Board of Directors may modify or reverse any such action, ruling or decision.
- b. **AUTHORITY.** The Covenants Committee shall have such additional duties, power and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by a majority vote of a quorum thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors.

ARTICLE 5. OFFICERS

- 5.1 **GENERALLY.** The principal officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Directors and who may be removed by a majority vote of the Directors at any meeting with or without cause. Any person may hold two or more offices, except the President shall not also be the Vice President or Secretary. The Board may, from time to time, elect such other officers and designate to manage the affairs of the Association, as it deems appropriate.
- 5.2 **PRESIDENT.** The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to the power to appoint committees

from among the members, from time to time, as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board and shall serve as its Chairman.

- 5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the power and perform the duties of President. He or she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.
- 5.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Directors and the Unit Owners, attend to the giving and serving of all notices to the Unit Owners, Directors and Mortgagees. He or she shall have custody of the seal of the Association, if any, and affix the same to instruments requiring a seal when duly signed. The Secretary shall keep the non-financial records of the Association, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President.
- 5.5 TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He or she shall keep the assessment rolls and accounts of the Unit Owners and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

ARTICLE 6. OPERATION OF THE CONDOMINIUM

- 6.1 DETERMINATION OF COMMON EXPENSE, PREPARATION AND APPROVAL OF BUDGET. During the thirty (30) days preceding the end of the fiscal year, the Board of Directors shall adopt an annual budget for the Association. The annual budget shall contain an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, material, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Condominium Instruments, or a resolution of the Board of Directors and which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the condominium and the rendering to the Unit Owners of all related services. The cost of any utilities serving the Condominium that are not individually metered and/or paid directly by the Unit Owner shall be a Common Expense. The annual budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Association. In the event the assessments prove to be insufficient, the budget and assessments may be amended by the Directors at a meeting called for that purpose.

- 6.2 NOTICE OF APPROVED ANNUAL BUDGET. A copy of the approved annual budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner shall be mailed to Unit Owners or delivered to the Unit Owner's Unit not less than fifteen (15) days prior to the beginning of the fiscal year.
- 6.3 ASSESSMENT AND PAYMENT OF COMMON EXPENSE. The total amount of the estimated funds required for the operation of the Condominium set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to the number of votes in the Association appertaining to each such Unit and shall be a lien against each Unit Owner's Unit as provided in Section 6.6 herein.
- 6.4 PAYMENT OF ASSESSMENTS. The annual Common Expense assessment shall be payable monthly, on the first day of the month, without notice, unless otherwise required by the Board of Directors. Any other assessment, including any special assessment shall be due and payable as determined by the Board of Directors. Any assessment, fee or charge due the Association or any installment thereof, not paid within five (5) days after the due date, shall accrue a late charge of Ten Dollars (\$10.00) or such other amount as may be established by the Board of Directors. No Unit Owner may exempt himself from liability for payment of assessments by abandonment of his Unit or by waiving use or enjoyment of any of the Common Elements or services.
- 6.5 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall be in default in the timely payment of any two consecutive installments, the Board, at its option, may accelerate the remaining installments for the next twelve month period. Upon notice thereof to the Unit Owner the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.
- 6.6 LIEN. The Association is hereby granted a lien upon each Unit, which lien shall secure the payment of monies from each Unit Owner for which he or she is liable to the Association, including all assessments, late fees, interest, costs and expenses provided for in the Condominium Instruments, the Condominium Act and the Rules and Regulations of the Association, and any sums advanced on behalf of a Unit Owner in payment of his or her obligations as set forth in the Condominium Instruments and reasonable attorney's fees incurred as an incident to the collection of such sums or the filing or enforcement of a lien. The lien granted to the Association may be foreclosed as provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on accounts of Mortgagees, liens or encumbrances which may be advanced by the Association in order to protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of the Condominium Instruments, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association

having the highest priority and dignity shall be the lien of the Association.

- 6.7 **FAILURE TO PREPARE OR ADOPT A BUDGET.** The failure or delay of the Board of Directors to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his or her allocable share of the Common Expenses as herein provided. In the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay such monthly assessments at the monthly rate established for the previous fiscal year until notice of the monthly payment is received by the Unit Owner for the new or adjusted annual budget.
- 6.8 **RECORDS.** The Association shall maintain those records and make available copies thereof as required by the Condominium Act and the Condominium Instruments.
- 6.9 **DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN.** In the event of a default by a Unit Owner in the payment of any assessment or other amount due the Association, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act. The liability of the Unit Owner shall include liability for late charges, interest, costs, expenses, reasonable attorney's fee and court costs incurred by the Association incident to the collection of such assessment, filing or enforcement of its lien or the filing and prosecution of a lawsuit by the Association. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rent for the Unit, to be fixed by the Board, and the Association may request the appointment of a receiver to collect the same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments, late charges, interest, costs, expenses, reasonable attorney's fees and court costs without waiving the lien securing the same, nor shall it bar the Association from pursuing any other remedy available at law or equity, or by virtue of the Condominium Act or the Condominium Instruments.
- 6.10 **FISCAL YEAR.** The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.
- 6.11 **SUBORDINATION AND MORTGAGEE.** Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit, and any penalties, interest on assessments, late charges, attorney's fees or costs, shall be subject to, and shall in no way affect the rights of a Mortgagee on a Unit so long as such mortgage or deed of trust was made in good faith for value received. Such liens shall not be affected by a sale or transfer of the Unit, except as provided in Va. Code Ann. § 55-79.84(H), and except that a sale or transfer pursuant to a foreclosure of a first mortgage or deed of trust shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any delinquent assessments which are extinguished pursuant to the foregoing provision or by any court may be reallocated and assessed to all Unit Owners as a Common Expense.

ARTICLE 7. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY, ALTERATIONS AND IMPROVEMENTS

7.1 MAINTENANCE BY ASSOCIATION. Except as otherwise provided, the Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements, including the Limited Common Elements serving more than one Unit unless otherwise provided in Section 7.2 below, whether located inside or outside of the Units. The Association shall be responsible for the maintenance, repair and replacement of the following items, regardless of whether they are designated as a Common Element, Limited Common Element or Unit:

- a. All patios, decks and porches at the sides and fronts of the garden Units and the fronts of the townhouse Units. Screens are excluded.
- b. All street lighting, entrance sign lighting, exterior building lighting (not to include any light fixture located outside of the Units operated by a switch inside the Unit), lighting inside the garden Unit common areas, the front and rear entrances to the garden Units, laundry, office, shop and the hallway lighting for the storage areas.
- c. Insulation above and below the Units.
- d. All exterior wood, PVC trim and siding, excluding all doors and windows.
- e. All railings.
- f. All painting of the exterior of the buildings, including all doors and windows, which shall be done on a six-year cycle or as determined by the Board of Directors.
- g. Exterior post lights.
- h. Attic fans.
- i. All of the common water heaters and laundry equipment.
- j. All brickwork, pointing and brick steps.
- k. All roof, shingles, gutters and downspouts.
- l. Fencing and walls.

7.2 MAINTENANCE BY UNIT OWNER. Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, including keeping them free and clear of all trash, ice and any

accumulation of water, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. Each Unit Owner shall be responsible for all damage to his Unit and Limited Common Elements or to any other Units or to the Common Elements resulting from his negligence, misuse or failure to make any of the maintenance, repairs and replacements required of him by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Association is responsible. Each Unit Owner shall be responsible for maintenance, repairs and replacements, at his expense, of the following items whether or not they are located inside or outside of the Unit:

- a. All water, sewer and drain pipes and/or lines serving the Unit, from the point the pipe leaves the common supply pipe.
- b. All electrical wiring conduits and fixtures serving the Unit from the point at which they leave the power company meter base.
- c. All gas pipes and/or lines serving the Unit from the point that the gas pipe and/or line serving the Unit leaves the common supply gas pipe or line.
- d. All air conditioning and refrigerating lines serving the Unit.
- e. All electrical switches, receptacles or sockets, ductwork, and the heating/air conditioning unit, heat pump, fan units and other apparatus in connection therewith, which serve the Unit.
- f. All doors, door frames, jams, sills, French windows, window frames and sills, storm doors, storm windows and porch screens, window and door screens that access an individual Unit, excepting therefrom, the painting of the doors and windows as done on the painting cycle of the Association. If necessary outside of the painting cycle, the painting shall be the responsibility and expense of the Unit Owner.
- g. The lighting on the exterior of the Unit operated by a switch inside the Unit.
- h. Patios at the rear of townhome units.
- i. Any storage room, including all of the interior, the interior lighting and the exterior and interior of the door providing access to the storage room, which has been assigned to the Unit Owner as a Limited Common Element.

The respective obligations of the Unit Owners and the Association are as set forth in the Matrix attached hereto as attachment 1.

- 7.3 CONFORMITY OF MAINTENANCE, STYLE AND MATERIALS. All repairs, painting replacements and maintenance, whether made by Unit Owners or the Association, to the doors, windows, fences, gates or the exterior surface of any building, including roofs, or to any generally visible portion of the Units and Common Elements shall be carried out in such a manner so as to conform to the materials, architecture, style, color and quality of construction initially provided by the Declarant or as determined by the Board of Directors.
- 7.4 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to his Unit, as specified above, or refuse, after fifteen (15) days written notice from the Association, to maintain, paint or make repairs as required, or should a Unit Owner cause any damage to the Common Elements or Limited Common Elements, the Association may undertake such repairs, painting, replacements or maintenance, and levy a special assessment for the cost thereof, together with a 20% overhead charge, against said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.
- 7.5 RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of the Condominium Instruments or Rules and Regulations or for performing any maintenance, alteration or repair to any portion of the Common Elements or Unit, the Unit Owner shall permit an authorized agent, agents or contractor of the Association to enter such Unit, or to go upon the Common Elements or Limited Common Elements provided, that such entry shall be made only at reasonable times and with reasonable notice. In the case of emergency such as, but not limited to, fire, water or hurricane, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of entry.
- 7.6 ADDITIONS, ALTERATIONS AND IMPROVEMENTS BY THE UNIT OWNER. No Unit Owner shall make or permit to be made any structural addition, alteration or improvement in or to any load-bearing wall surrounding or within his Unit or Limited Common Elements without the prior written consent of the Association and the approval of appropriate and necessary authorities of the City of Williamsburg, Virginia. No Unit Owner shall cause any improvements or changes to be made on the exterior of the Unit, including painting or other decoration, without the written permission of the Association. The intended improvement or change must be in substantial conformity with the exterior of the other Units in the Condominium in terms of quality of construction, the principal materials to

be used and architectural style. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television and cable wiring or any antenna systems or connection whether inside or outside of the Unit or in any manner change the appearance of any portion of the Condominium Property without the written permission of the Association. No Unit Owner may cause any material puncture or break in the boundaries of his Unit without the written permission of the Association.

- 7.7 APPLICATION BY UNIT OWNER FOR ADDITIONS, ALTERATIONS OR IMPROVEMENTS. The Unit Owner shall make application to the Board of Directors in accordance with procedures and forms prescribed by the Board of Directors. The Board of Directors shall be obligated to answer any written application by a Unit Owner within Forty-five (45) days after receipt of such request by denying or approving the request or by notifying the Unit Owner that the application is incomplete or that the Board of Directors requires additional information to take action on the application. In the event that the Board of Directors fails to respond as set herein within the Forty-five (45) day period, the failure to respond shall be deemed to be an approval of the application except to the extent that such addition, alteration or improvement is prohibited by the Condominium Instruments or Rules and Regulations. If the Unit Owner's application to any governmental authority for a permit requires execution by the Association and the Board of Directors has approved the application, the Board of Directors shall join in the application without, however, incurring any liability on the part of the Board or the Association to any government, municipality, contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to persons or damage to property arising therefore. The Unit Owner shall pay the costs of filing any such application.

ARTICLE 8. REPAIR AND RECONSTRUCTION AFTER FIRE OR CASUALTY

- 8.1 WHEN REPAIR AND RECONSTRUCTION ARE REQUIRED. Except as otherwise provided, in the event of damage or destruction of the Condominium as a result of fire or other casualty in excess of Seventy-Five Thousand Dollars (\$75,000.00), the Board of Directors under the direction of the Insurance Trustee shall arrange for and supervise the prompt repair and restoration of the Condominium, including any damaged Units, and the kitchen or bathroom fixtures and appliances initially installed by the Declarant, or any replacements installed by the Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units.
- 8.2 COST ESTIMATES. Board of Directors shall obtain reliable and detailed estimates of the costs to repair and restore the damages as set forth above to a condition as good as that existing before such casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire or those required by any Mortgagee involved.

- 8.3 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair, the funds for the payment of the costs are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense and a special assessment shall be levied.
- 8.4 PLANS AND SPECIFICATIONS. Any such reconstruction or repair shall be substantially in accordance with the Declaration and the original plans and specifications of the Condominium or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes, if required, or as may otherwise be agreed to by the Association and all Mortgagees.
- 8.5 DISBURSEMENT OF CONSTRUCTION FUNDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
- a. If the amount of the estimated cost of reconstruction and repair is less than \$75,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors.
 - b. If the amount of the estimated cost of reconstruction and repair is \$75,000.00 or more, then the construction funds shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Virginia and employed by the Insurance Trustee to supervise such work, with payment to be made from time to time as work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and material furnished, there is no other outstanding indebtedness known to such architect and the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount for the construction fund remaining after payment of the sum so requested.
- 8.6 SURPLUS. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds and if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed accordingly to each Unit Owner or at the discretion of the Board of Directors retained in the Association accounts.

- 8.7 COMMON ELEMENTS. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, then to the cost of repairing the other Common Elements and thereafter to the cost of repairing the Units.
- 8.8 CERTIFICATE BY ASSOCIATION. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President and the Secretary, certifying (i) the name of the payee and the amount to be paid with respect to disbursing from any construction fund or whether surplus funds to be distributed are less than the assessments paid by the Unit Owner; and (ii) all other matter concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

ARTICLE 9. INSURANCE

- 9.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Article 9 shall be purchased by the Board of Directors. Neither the Board of Directors nor the Managing Agent shall be liable for the failure to obtain any coverage required by the Association or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from an insurance company having the qualifications set forth herein, or if, in the opinion of the Board of Directors, such coverage is prohibitively expensive. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Board of Directors, the Association, and the Managing Agent, their respective agents, employees and guests, and in the case of the Unit Owners, the members of their household.
- 9.2 CANCELLATION OR MODIFICATION OF INSURANCE. Such policy shall not be cancelled, invalidated or suspended due to the conduct of any Unit Owner, including his or her invitees, agents or employees, or of any member, officer or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and without sixty (60) days having elapsed after such a demand without a cure of the defect. Such policy may not be cancelled or substantially modified, including cancellation for a nonpayment of premium, without at least sixty (60) days prior written notice to the Board of Directors and the Managing Agent and in the case of physical damage insurance to all Mortgagees.
- 9.3 INSURANCE COMPANIES. All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and having a rating by Best's Key Rating Guide of B+ or better. Physical damage policies shall be in a form and substance acceptable to the Mortgagees.
- 9.4 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared

to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

9.5 COVERAGE. The following coverage shall be obtained and maintained by the Association:

- a. A blanket, all-risk form policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, debris removal and water damage endorsements, insuring the entire Condominium, excluding all furniture, wall coverings, furnishings, or other personal property supplied or installed by Unit Owners, and all heating or air conditioning equipment and other service machinery and fixtures which are part of the Units, and covering the interests of the Association, the Board of Directors and all Unit Owners and their Mortgagees, as their interests may appear, subject, however, to loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained herein, in an amount equal to one hundred percent (100%) of the replacement cost of the Condominium without deduction for depreciation. The replacement cost shall not include the land, excavations, foundations and other items normally excluded from such coverage. The replacement costs shall be determined annually by the Board of Directors with the assistance of the insurance company providing the coverage.
- b. Comprehensive general liability policy, including libel, slander, false arrest and invasion of privacy coverage and property damage insurance with limits of not less than \$500,000.00 as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, the Officers, the Managing Agent and each Unit Owner against any liability to the public or to the Unit Owners, their invitees, agents and employees arising out of, or incident to the ownership and/or use of the Common Elements. Said coverage shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his or her action against another named insured; (b) hired and non-owned vehicle coverage; (c) host liquor liability coverage with respect to events sponsored by the Association; (d) deletion of the normal products exclusion with respect to events sponsored by the Association; and (e) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner. The Board shall review such limits on an annual basis, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. At least One Million Dollars (\$1,000,000.00) of "umbrella" liability insurance in excess of the primary limits shall also be obtained.

- c. Fidelity insurance or fidelity bond coverage shall be obtained in such an amount and in such form as required by law. Such coverage shall afford protection against dishonest acts on the part of directors, officers, managers, managing agents, trustees, employees or volunteers responsible for handling funds belonging to, or to be administered by, the Association.
- d. Workmen's compensation policies shall be obtained to meet the requirements of law.
- e. Such other insurance as the Board of the Association may determine to be necessary from time to time.

9.6 **INSURANCE TRUSTEE.** All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Association, the Unit Owners, their Mortgagees, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed Twenty-five Thousand Dollars (\$25,000.00) then all such proceeds shall be paid, in trust, to a lending institution in the Williamsburg, Virginia area with trust powers as may be designated by the Board of Directors (the "Insurance Trustee"). If such proceeds do not exceed Twenty-five Thousand Dollars (\$25,000.00) then all such proceeds shall be paid to the Board of Directors to be applied pursuant to the terms of Article 8 herein. The Board of Directors may enter into an Insurance Trust Agreement with the Insurance Trustee which shall provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amount received by it on account of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective Mortgagees.

9.7 **UNIT OWNER'S RESPONSIBILITY.** Each Unit Owner shall have the right, at his or her own expense, to obtain insurance affording coverage upon his or her own Unit and personal property and for his or her own liability as well as upon any improvement made by him or her to their Unit under coverage normally called "tenants improvements and betterments coverage;" provided, however that no Unit Owner shall be entitled to exercise his or her right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Board of Directors to be brought into contribution with insurance coverage obtained by a Unit Owner. All such policies shall contain waivers of subrogation. No Unit Owner shall obtain separate insurance policies on the Condominium except as stated herein.

9.8 **BOARD OF DIRECTORS AS AGENT.** The Board of Directors is hereby irrevocably appointed agent for each Unit Owner, for each Mortgagee and for each owner of any other interest

in the Condominium Property to adjust and settle all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

- 9.9 INSURANCE PROCEEDS. Whenever any maintenance, repairs and replacement of any items for which a Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement in accordance with the Bylaws. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds, and any deductible required of the Association.

ARTICLE 10. MORTGAGEES

- 10.1 NOTICE TO BOARD OF DIRECTORS. Upon request of the Board of Directors, a Unit Owner who mortgages his or her Unit shall notify the Board of Directors of the name and address of his or her Mortgagee and any insurer or guarantor of such mortgage. No Mortgagee shall be entitled to any Mortgagee rights under the Condominium Instruments unless such Mortgagee has notified the Board of its address as required by Section 10.2 below and has requested all rights under the Condominium Instruments.
- 10.2 NOTICES TO MORTGAGEES. Any Mortgagee who desires any notice from the Association shall notify the Secretary of the Association to that effect by certified or registered United States mail. Any such notice shall contain the name and address of such Mortgagee, the name of the person to whom notices from the Association should be directed and the name of the Unit Owner and the Unit address. The Board shall notify such Mortgagees of the following:
- a. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such Mortgagee or insurer or guarantor, as applicable;
 - b. Any delinquency in the payment of assessments or charges owed by the Owner of a Unit subject to a first mortgage held, insured or guaranteed by such first Mortgagee or insurer or guarantor of such mortgage, which remains uncured for a period of sixty (60) days;
 - c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
 - d. Any proposed amendment to the Declaration or Bylaws;
 - e. The undertaking of self-management by the Association;

- f. Any proposed action which would require the consent of a specified percentage of first Mortgagees of Units as specified in Section 10.3 below.

For purposes of this section only, when notice is to be given to a Mortgagee or insurer or guarantor of such mortgage, the Board of Directors shall also give notice to the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Federal Home Administration, the Federal National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guaranteeing mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

10.3 MORTGAGEES' APPROVAL. Except as provided in the Condominium Act, in case of condemnation or substantial loss to the Units and/or Common Elements, unless Mortgagees on Units which have at least sixty-seven percent (67%) of the votes of the Units subject to such mortgages are allocated shall have given their written approval, neither the Association nor any Unit Owner shall:

- a. By act or omission seek to abandon or terminate the Condominium.
- b. Change the undivided share or obligations of any individual Unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - (ii) determining the prorata share of ownership of each Unit in the Common Elements.
- c. Partition or subdivide any Unit.
- d. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purpose consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this section.
- e. Use hazard insurance proceeds for losses to any Condominium Property, whether to Units or to Common Elements, for other than the repair, replacement or reconstruction of such Condominium Property.
- f. Make any material amendment to the Condominium Instruments which would establish, provide for, or govern or regulate any of the following:
 - (i) Voting;

- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacements of the Common Elements;
- (iv) Insurance or Fidelity Bonds;
- (v) Rights to use of Common Elements;
- (vi) Responsibility for maintenance and repair of the Units' Common Elements and Limited Common Elements;
- (vii) Boundaries of any Unit;
- (viii) The interest in the Common Elements or Limited Common Elements;
- (ix) Leasing of Units;
- (x) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit or the interest in the Common Elements applicable thereto;
- (xi) Any provisions which are for the express benefit of Mortgagees holding a first lien on Units or insurers or guarantors of such mortgages.

The Association shall be deemed to have received the written consent of a Mortgagee if the Association sends the text of the proposed amendment by certified mail, return receipt requested, to the Mortgagee at the address supplied by such Mortgagee in a written request to the Association to receive notice of proposed amendments to the Condominium Instruments and receives no written objection to the adoption of the amendment from the Mortgagee within thirty (30) days of the date that the notice of amendment is sent by the Association.

Notwithstanding the requirement for Mortgagee approval, the Association shall only be required to obtain such approval if the Mortgagee has provided notice to the Association as set forth in Section 10.2 above.

- 10.4 OTHER RIGHTS OF MORTGAGEES. All Mortgagees or their representatives shall be entitled to attend meetings of the Association and shall have the right to speak at such meetings and upon request shall have the right to receive written notice of all meetings. All such Mortgagees shall have the right to examine the books and records of the Association, to receive copies of the Condominium Instruments, Rules and Regulations and books and records of the Association.

ARTICLE 11. MISCELLANEOUS

- 11.1 NOTICES. VIOLATION BY MEMBERS; REMEDIES. All notices, demands, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, pursuant to Va. Code Ann. § 55-79.75 or otherwise as the Condominium Act may permit:
- a. if to a Unit Owner, at the address which Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner; or
 - b. if to the Association, the Board of Directors or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this section.
- If a Unit is owned by more than one person, each person who so designated an address in writing to the Secretary shall be entitled to receive all notices hereunder.
- 11.2 CAPTIONS. The captions used herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.
- 11.3 GENDER, SINGULAR/PLURAL. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by Terry A. Phillips, President of Village Green Association and attested by Jeremy P. Martin, the Secretary, who certify that the requisite number of Members voted in favor of this Amendment and that Village Green Association has complied with the procedures required by the Declaration in Article 9, Amendment and Termination.

VILLAGE GREEN ASSOCIATION

By: Terry A. Phillips
TERRY A. PHILLIPS President

ATTEST:

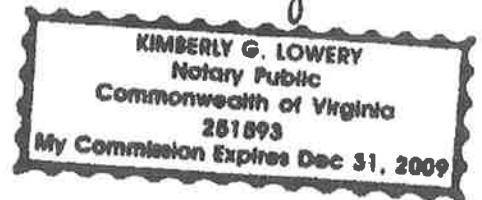
Jeremy P. Martin
Jeremy P. Martin, Secretary

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF JAMES CITY, to-wit:

The foregoing Amended Bylaws of Village Green Condominium was acknowledged before me this 26th day of October, 2009 by Terry A. Phillips, President of Village Green Association on behalf of the corporation.

My commission expires:

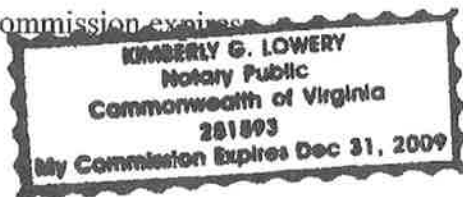
Kimberly G. Lowery
Notary Public
Notary ID:



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF JAMES CITY, to-wit:

The foregoing Amended Bylaws of Village Green Condominium was acknowledged before me this 26th day of October, 2009 by Jeremy P. Martin, Secretary of Village Green Association on behalf of the corporation.

My commission expires:



Kimberly G. Lowery
Notary Public
Notary ID:

Element	Responsibility		NOTES
	Association	Unit Owner	
Patios, decks & porches at sides & fronts of garden units and fronts of townhouse units	XX		If damage caused by Unit Owner or Resident then repair/ replacement is responsibility of Unit Owner
Patios, deck and porches, except as noted above (those at the rear of all townhome units)		XX	
Porch screens		XX	
Street lighting	XX		
Entrance sign lighting	XX		
Exterior building lighting	XX	XX	Light by front & rear entrance of townhomes & porches/patios (side or front of garden unit) is Unit Owner responsibility(Lights switched from unit)
Exterior post lights	XX		
Lighting inside garden unit common areas	XX		
Lighting of front and rear entrances to garden units	XX		
Laundry lighting	XX		
Office lighting	XX		
Shop lighting	XX		
Storage Area lighting	XX		Lighting inside limited common area storage unit belonging to single unit - Unit Owner responsibility
Mailboxes	XX	XX	Mailbox units inside garden unit common areas - Association; mail slot in front door of townhome units - Unit Owner responsibility
Insulation above and below units	XX		
Attic Fans	XX		
Common water heaters and laundry equipment.	XX		
HVAC Units, etc.		XX	

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Element	Responsibility		NOTES
	Association	Unit Owner	
Water , sewer and drain pipes servicing unit from the point the line leaves the common supply line.		XX	
Electrical wiring conduits from point where they leave power company meter base		XX	
Gas piping servicing unit from the point gas pipe serving unit leaves common supply gas pipe.		XX	
All doors, door frames/jambs /sills, French doors, windows, French windows, window frames and sills, storm doors, storm windows & frames that access a unit.		XX	
All screens on such doors and windows (above).		XX	
Exterior wood , PVC trim and siding excluding all doors and windows.	XX		
Painting of exterior of buildings, including doors and windows.	XX		Scheduled maintenance cycle - Association; between cycle unit doors & windows Unit Owner responsibility
Railings, fencing and walls.	XX		
Brickwork, brick pointing and brick steps.	XX		
Roof, shingles, gutters and downspouts.	XX		
Pest control for common areas (termite inspection / treatment (if needed) of all buildings; quarterly treatment for bugs in common areas.	XX		
Any interior storage room assigned to unit owner(s).		XX	All areas inside unit are the Unit Owners responsibility

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Attachment 2

<u>GRANTOR</u>	<u>TAX MAP #</u>	<u>LEGAL</u>
DYE, JAMES G. JR. & NANCY S.	582-02-00-002	Unit 2, Village Green
HAIRFIELD, MYRL L.	582-02-00-001	Unit 1, Village Green
ROSE, LOUISE B.	582-02-00-027	Unit 27, Village Green
PHILLIPS, TERRY A. & BARBARA YVONNE	582-02-00-028	Unit 28, Village Green
ADATO, BEVERLY Z	582-02-00-029	Unit 29, Village Green
COGLAN, PATRICK & JENNIFER A.	582-02-00-030	Unit 30, Village Green
PARKER, JAMES E. & ELSIE M.	582-02-00-031	Unit 31, Village Green
O CONNOR, DONALD J. TRUSTEE	582-00-00-032	Unit 32, Village Green
JOHNSON, JOHN M.	582-02-00-033	Unit 33, Village Green
SMITH, JAMES DOUGLAS & BARBARA S.	582-02-00-034	Unit 34, Village Green
ALTMAN, APRYL T	582-02-00-035	Unit 35, Village Green
TRASK, JAMES EDWARD	582-02-00-035	Unit 35, Village Green
SCOTT, DOUGLAS	582-02-00-035	Unit 35, Village Green
SCOTT, JEFFREY	582-02-00-035	Unit 35, Village Green
EBERHARD, LOUISE P.	582-02-00-036	Unit 36, Village Green
POWERS, EUGENE C. & BETTY L.	582-02-00-037	Unit 37, Village Green
CRAFT, RALPH C. & SANDRA M.	582-02-00-038	Unit 38, Village Green
NIEDZIOCHA, CHRIS P.	582-02-00-039	Unit 39, Village Green
REISS, RONALD R. & PAMELA A.	582-02-00-040	Unit 40, Village Green
HIXON, JAMES ANDREW	582-02-00-041	Unit 41, Village Green
SARFIELD, MARGARET M.	582-02-00-042	Unit 42, Village Green
POLING, PHILIP C. & MARILYN M.	582-02-00-043	Unit 43, Village Green
TILLOTSON, MARY ALICE S.	582-02-00-044	Unit 44, Village Green
SARDESON-WILLARD, PAMELA	582-02-00-045	Unit 45, Village Green
BROWN, ELIZABETH L.	582-02-00-046	Unit 46, Village Green
1184 JAMESTOWN ROAD #47 LLC	582-02-00-047	Unit 47, Village Green
FOUT, COURTNY L.	582-02-00-048	Unit 48, Village Green
WRIGHT, HARRIET LESLIE	582-02-00-049	Unit 49, Village Green
BROWN, GEORGE S.	582-02-00-050	Unit 50, Village Green
SNYDER, JEANNE A.	582-02-00-051	Unit 51, Village Green
LOWE, AUGUST H. & CAROL L.	582-02-00-052	Unit 52, Village Green
VILLAGE GREEN CONDO HOMEOWNERS ASSOCIAT	582-02-00-A	Unit Z, Common Area
VILLAGE GREEN CONDO HOMEOWNERS ASSOCIAT	582-02-00-R	Unit R, Private Roads
TEAL, JAMES L. & CAROL A.	582-02-00-003	Unit 3, Village Green
ALCORN, DONALD & JULIA M.	582-02-00-004	Unit 4, Village Green
LYNCH, SUSAN	582-02-00-005	Unit 5, Village Green
CLEMENTS, PAUL E. & MARTHA S.	582-02-00-006	Unit 6, Village Green
GROSFILS, CATHERINE H. TRUSTEE	582-02-00-007	Unit 7, Village Green
GOODWIN, JOAN H. TRUSTEE	582-02-00-008	Unit 8, Village Green
DAVIS, EDWARD L. III	582-02-00-009	Unit 9, Village Green
LOWE, KARLA R.	582-02-00-009	Unit 9, Village Green
MARTIN, EDA W.	582-02-00-010	Unit 10, Village Green
KJR, LLC	582-02-00-011	Unit 11, Village Green
COHICK, LUCILLE ANNE	582-02-00-012	Unit 12, Village Green
MADRID, CARLOS A.	582-02-00-013	Unit 13, Village Green
PEARSON, JOHN EDWARD & JENNY LYNN	582-02-00-014	Unit 14, Village Green
BARNET, SIMON M.	582-02-00-015	Unit 15, Village Green
WISNER, ALBERT F.	582-02-00-016	Unit 16, Village Green
YOUNGMAN, ANN DEK	582-02-00-017	Unit 17, Village Green
AVELLAR, LINDA L.	582-02-00-018	Unit 18, Village Green
WALLACH, ALAN	582-02-00-019	Unit 19, Village Green

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Attachment 2 Continued

<u>GRANTOR</u>	<u>TAX MAP #</u>	<u>LEGAL</u>
CHRISTIANO, RALF & JEANNE	582-02-00-021	Unit 21, Village Green
CHRISTIANO, KATRINA	582-02-00-021	Unit 21, Village Green
MARTIN, JEREMY PAUL & TIA RENEE	582-02-00-022	Unit 22, Village Green
PHILLIPS, YVONNE C.	582-02-00-023	Unit 23, Village Green
BURCH, STEPHEN & MARSHA L.	582-02-00-024	Unit 24, Village Green
STREATER, JANE E.	582-02-00-025	Unit 25, Village Green
BULL, WILLIAM J. & ANNE D.	582-02-00-026	Unit 26, Village Green

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 28 Oct. 09
at 10:43 AM/PM: The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX
\$ _____ \$ _____ \$ _____

TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Clerk

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Architecture Guidelines for Lawn Ornaments, June 23, 2016

Lawn Ornaments

An approved application is required for any lawn ornament, statuary, or bench. The application must include a complete description of size, location on lot, materials, color and design. A drawing or picture should be included.

- 1) Plastic ornaments are not permitted.
- 2) Front and side yard lawn ornaments, planters or statuary must meet the following criteria:
 - a. Restricted to a total of no more than 4 ornaments per lot;
 - b. A color that compliments and/or is consistent with the house trim or of a neutral/natural color. Intent is to preserve the architectural and aesthetic character of the community;
 - c. No larger than 30 inches in height.
 - d. Portable and not permanently affixed
- 3) Holiday ornaments are allowed during holiday seasons. They may be placed in the yard one month prior to the holiday and must be removed no later than one month after the holiday.
- 4) Fountains may not exceed 40 inches in overall height, including the pedestal/base.
- 5) Ornaments placed in the rear of the house that are out of sight from common areas must meet the following criteria:
 - a. Restricted to a total of no more than 4 ornaments per lot;
 - b. Not exceed 3 feet in height;
 - c. A color consistent with the house trim or of a neutral/natural color.
- 6) Single family birdhouses and small feeders (bird and squirrel) in the rear yard are not restricted. However, large birdhouses, bird hotels, and large decorative feeders in the front or back yards require an application.

Attachment I

Element	Responsibility		NOTES
	Association	Unit Owner	
Patios, decks & porches at sides & fronts of garden units and fronts of townhouse units	XX		If damage caused by Unit Owner or Resident then repair/ replacement is responsibility of Unit Owner
Patios, deck and porches, except as noted above (those at the rear of all townhome units)		XX	
Porch screens		XX	
Street lighting	XX		
Entrance sign lighting	XX		
Exterior building lighting	XX	XX	Light by front & rear entrance of townhomes & porches/patios (side or front of garden unit) is Unit Owner responsibility(Lights switched from unit)
Exterior post lights	XX		
Lighting inside garden unit common areas	XX		
Lighting of front and rear entrances to garden units	XX		
Laundry lighting	XX		
Office lighting	XX		
Shop lighting	XX		
Storage Area lighting	XX		Lighting inside limited common area storage unit belonging to single unit - Unit Owner responsibility
Mailboxes	XX	XX	Mailbox units inside garden unit common areas - Association; mail slot in front door of townhome units - Unit Owner responsibility
Insulation above and below units	XX		
Attic Fans	XX		
Common water heaters and laundry equipment.	XX		
HVAC Units, etc.		XX	

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Element	Responsibility		NOTES
	Association	Unit Owner	
Water , sewer and drain pipes servicing unit from the point the line leaves the common supply line.		XX	
Electrical wiring conduits from point where they leave power company meter base		XX	
Gas piping servicing unit from the point gas pipe serving unit leaves common supply gas pipe.		XX	
All doors, door frames/jambes /sills, French doors, windows, French windows, window frames and sills, storm doors, storm windows & frames that access a unit.		XX	
All screens on such doors and windows (above).		XX	
Exterior wood , PVC trim and siding excluding all doors and windows.	XX		
Painting of exterior of buildings, including doors and windows.	XX		Scheduled maintenance cycle - Association; between cycle unit doors & windows Unit Owner responsibility
Railings, fencing and walls.	XX		
Brickwork, brick pointing and brick steps.	XX		
Roof, shingles, gutters and downspouts.	XX		
Pest control for common areas (termite inspection / treatment (if needed) of all buildings; quarterly treatment for bugs in common areas.	XX		
Any interior storage room assigned to unit owner(s).		XX	All areas inside unit are the Unit Owners responsibility

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Tax Map Numbers: See Attachment 2

093183

Amended Declaration
Of
Village Green Condominium

✓ Prepared by and return to:
Tarley Robinson, PLC
1313 Jamestown Rd, Ste 202
Williamsburg, VA 23185

10972

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AMENDED DECLARATION
OF
VILLAGE GREEN CONDOMINIUM

This Amended Declaration of Village Green Condominium is made this 26th day of October, 2009 by Village Green Association, Grantor.

Whereas, Village Green Associates, a Virginia general partnership, as Declarant submitted the property described on Exhibit "A" hereto to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia, as amended, known as the Virginia Condominium Act, and created a condominium known as Village Green Condominium by recording a Declaration of Village Green Condominium in the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia on December 3, 1984 in Deed Book 69, at page 266; and

Whereas, attached to the aforesaid Declaration for Village Green Condominium were the Bylaws of Village Green Association (the "Association"), the association organized for the purpose of operating and managing Village Green Condominium; and

Whereas, the Declaration was amended by a First Amendment to Bylaws recorded on August 28, 1986 in the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia in Deed Book 75, page 766, et seq.; and

Whereas, the Declaration was amended by a Second Amendment to Bylaws recorded on August 28, 1986 in the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia in Deed Book 75, page 769, et seq.; and

Whereas, the Declaration was amended by a Third Amendment to Bylaws recorded on October 23, 2003 in the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia as Instrument No. 032392; and

Whereas, the Declaration was amended by a Fourth Amendment to Bylaws recorded on June 17, 2005 in the Clerk's Office of the Circuit Court for the City of Williamsburg, Virginia as Instrument No. 051003; and

Whereas, amendments to the Declaration and the Bylaws are permitted by Article IX of the Declaration upon the written agreement of the Unit Owners to which at least sixty-seven (67%) of the votes of the Association are allocated; and

Whereas, at a meeting of the members of the Village Green Association duly held on the 8th day of October, 2009, 73.37 % of the votes in the Association, represented by the written agreement of the Unit Owners, approved amending the Declaration and the Bylaws as set forth in this Amended Declaration of Village Green Condominium and the attached Amended Bylaws.

NOW, THEREFORE, this Amended Declaration amends and restates the restrictions, burdens and obligations imposed by the Declaration, Bylaws and Articles of Incorporation as originally recorded and as amended from time to time. The restrictions, burdens and obligations contained herein are covenants running with the Condominium and on each Unit and its appurtenant undivided interest in the Common Elements and its interest in any Limited Common Elements. These covenants are binding upon the Unit Owners and their respective heirs, legal representatives, successors and assigns.

The provisions contained in the First Amendment, Second Amendment, Third Amendment and Fourth Amendment are hereby superceded by the provisions contained herein.

ARTICLE 1

NAME, LOCATION: LEGAL DESCRIPTION: EFFECT.

- 1.01. NAME, ADDRESS AND LOCATION. The name of the Condominium is Village Green Condominium. The Condominium is located in the City of Williamsburg, Virginia.
- 1.02. THE SUBMITTED LAND. The real property described on Exhibit "A" was submitted to the Virginia Condominium Act and the Village Green Condominium was created when the Declaration was recorded. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided in this instrument and the Exhibits attached hereto at such time as they become subject to the terms hereof.
- 1.03. EFFECT. All of the provisions of this Amended Declaration of Condominium and all Exhibits referenced herein and attached hereto, as amended and supplemented from time to time, shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the land and existing in perpetuity until revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.
- 1.04 SURVEY AND DESCRIPTION OF IMPROVEMENTS. On Exhibit B, there is a plat of the land which shows the location and dimension of the Submitted Land. The plans of the Units are depicted on Exhibit C which designates the Unit plan type. Exhibit B and Exhibit C are the same exhibits as attached to the original Declaration.

ARTICLE 2

DEFINITIONS

- 2.01. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated as follows, unless the context otherwise requires.

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- 2.01.01. "Articles of Incorporation" means the Articles of Incorporation of the Association.
- 2.01.02. "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time, and all other amounts lawfully charged to Unit Owners pursuant to the provisions hereof or of the Condominium Act.
- 2.01.03. "Association" means Village Green Association, a non-stock Virginia corporation which is the entity responsible for the operation and management of the Condominium.
- 2.01.04. "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.
- 2.01.05. "Bylaws" means the Bylaws of the Association attached hereto as Exhibit "F" and as amended from time to time.
- 2.01.06. "Common Elements" means all portions of the Condominium Property other than the Units.
- 2.01.07. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments.
- 2.01.08. "Common Profits" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.
- 2.01.09. "Condominium" means that form of ownership of real property which is created pursuant to the laws of the Commonwealth of Virginia and which is comprised of Units that may be owned by one or more persons, and in which there is appurtenant to each Unit an undivided share in the Common Elements. The term shall also mean Village Green Condominium, as established by the Declaration.
- 2.01.10. "Condominium Act" means the Condominium Act of the Commonwealth of Virginia as set forth in § 55-79.39, *et seq.* of the Code of Virginia of 1950, as the same exists at the time of recording this Declaration in the Clerk's Office of the Circuit Court of the County of James City and the City of Williamsburg, Virginia.

- 2.01.11. "Condominium Instruments" shall be a collective term referring to the Declaration, Bylaws, and plats and plans, recorded pursuant to the provisions of the Condominium Act, and as amended from time to time. Any exhibit, schedule, or certification accompanying a Condominium Instrument and recorded simultaneously therewith shall be deemed an integral part of that Condominium Instrument. Any amendment or certification of any Condominium Instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, so long as such amendment or certification was made in accordance with the provisions of the Condominium Act and the Declaration.
- 2.01.12. "Condominium Property" means and includes all lands and personal property hereby or hereafter subjected to condominium ownership and all improvements thereon and all easements and rights appurtenant thereof intended for use in connection with the Condominium.
- 2.01.13. "Condominium Unit" means a Unit together with the undivided interest in the Common Elements appertaining to that Unit.
- 2.01.14. "Declarant" means Village Green Associates which created the Condominium.
- 2.01.15. "Declaration" means the Declaration of Village Green Condominium as amended from time to time.
- 2.01.16. "Limited Common Element" shall mean a portion of the Common Elements reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units.
- 2.01.17. "Mortgagee" means a state or federal savings or commercial bank or savings and loan association or trust company, insurance company, real estate investment trust, pension fund, or an agency of the United States Government, mortgage company or like entity holding a first mortgage on a Unit, and their successors and assigns, who have provided notice to the Association of its status and has requested all rights under the Condominium Instruments.
- 2.01.18. "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.
- 2.01.19. "Par Value" means the total number of points assigned to each Unit as set forth in Exhibit "D" attached hereto.

- 2.01.20. "Percentage Interest" means the ratios between the par value of the Owner's Unit and the aggregate par values of all of the Units in the Condominium.
- 2.01.21. "Person" means a natural person, corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination thereof.
- 2.01.22. "Submitted Lands" means those lands which are hereby and herein submitted to condominium ownership as depicted on Exhibit A and described in Exhibit B.
- 2.01.23. "Unit" means a portion of the condominium designed and intended for individual ownership and use.
- 2.01.24. "Unit Owner" means one or more persons who own a Condominium Unit. This term shall not include any person or persons holding an interest in a Condominium Unit solely as security for a debt.

ARTICLE 3

INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS.

- 3.01. INTEREST IN COMMON ELEMENTS AND UNITS. Each Unit Owner shall own, as an appurtenance to his Unit, a Percentage Interest in the Common Elements as shown on Exhibit "D" attached hereto. The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all Unit Owners. No Unit Owner shall bring an action for partition or division of his or her undivided interest in the Common Elements. Each Unit Owner shall own his or her Unit in fee simple absolute, in addition to the undivided fee simple interest as a tenant in common with the Unit Owners, in Common Elements.
- 3.02. BOUNDARIES. A Unit consists of an individual structure and adjacent areas lying within the boundaries described in Paragraphs 3.02.01 through 3.02.02.
- 3.02.01. HORIZONTAL BOUNDARY :
- A. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - B. UPPER BOUNDARY. The horizontal plane of the inside unfinished surface of the uppermost ceiling.
 - C. LOWER BOUNDARY. The horizontal plane of the top surface of the unfinished subflooring or floor slab as applicable.

3.02.02. PERIMETRICAL BOUNDARIES :

The perimetrical boundaries of the Unit shall be the vertical planes of the inside unfinished surface of all walls bounding the Unit extended to intersections with the upper and lower boundaries. Where there is an aperture in any perimetrical boundary, including, but not limited to windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior finished surface of such aperture, including the framework thereto. All windows and frames, entrance doors, including mail slots within the doors, frames and casings, serving a particular Unit are part of such Unit.

- 3.03. UTILITY SYSTEMS. Notwithstanding any of the provisions of this Article 3 to the contrary, the air conditioning, refrigerating, heating and electrical lines within the Unit, electrical switches, receptacles or sockets, duct work, and the heating/air conditioning unit, heat pump, fan units, water and sewer lines, and other apparatus in connection therewith, which serve an individual Unit, whether located within the Unit or not, shall be owned by the Unit Owner as a part of the Unit and are not part of the Common Elements. Any portion of any utility system serving more than one Unit, such as pipes, ducts or electrical conduits, cable television and telephone lines, which is either in or outside the boundaries of a Unit are Common Elements.
- 3.04. COMMON ELEMENTS. Everything not otherwise designated in the Condominium Instruments as being within the boundaries of the Unit or as being a Limited Common Element shall be a Common Element.
- 3.05. LIMITED COMMON ELEMENTS. All mail boxes, patios, porches, decks, storage rooms assigned to Units as shown on Exhibit "E," shall be Limited Common Elements for the exclusive use of the Unit to which they are appurtenant. The right of the Unit Owner to use and enjoy Limited Common Elements is subject to any reasonable rules and regulations adopted by the Board of Directors from time to time. The right to number parking spaces and to assign parking spaces as Limited Common Elements for the exclusive use of certain Unit Owners is reserved to the Board of Directors. If the parking spaces are assigned as Limited Common Elements, each Unit shall be assigned at least one (1) parking space. The Association may assign such portions of the Common Elements as Limited Common Elements pursuant to the provisions of Va. Code Ann. § 55-79.57(c) by making such assignment in a Deed to the Unit Owner to which such Limited Common Element shall be appurtenant and subsequently confirming such assignment by recording an appropriate amendment to the Condominium Instruments, if necessary.

- 3.06. RESTRICTION AGAINST RELOCATION OF BOUNDARIES AND SUBDIVISION OF UNITS. The relocation of boundaries between Units and the subdivision of Units is not permitted.

ARTICLE 4
EASEMENTS.

- 4.01. PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests, and invitees for all proper and normal purposes, including the providing of services for the benefit of all Units.
- 4.02. EASEMENT FOR ENCROACHMENTS. To the extent that any Unit or Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the willful and intentional misconduct of any person, then an easement appurtenant to such encroachment shall exist in accordance with Va. Code Ann. § 55-79.60.
- 4.03. UTILITY EASEMENTS. Utility easements are reserved and granted through the Condominium Property as may be required for construction and maintenance of utility services in order to adequately serve the Condominium.
- 4.04. INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

ARTICLE 5
ADMINISTRATION OF THE CONDOMINIUM:
THE ASSOCIATION, MEMBERSHIP, REPORTS TO MEMBERS AND LENDERS, VOTING.

- 5.01. THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of the Condominium Instruments and the Condominium Act.
- 5.02. MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

- 5.03. **POWERS OF THE ASSOCIATION.** In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of the Condominium Instruments, levy and collect assessments, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units and Common Elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Instruments and the Condominium Act. Further, the Association shall have the right, when determined by the Board of Directors to be in the best interest of the Condominium, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements and to alter, add to, relocate or improve Common Elements, provided that the rights and the exercise thereof are not in abrogation of the requirements of the Condominium Act.

ARTICLE 6
USE AND OCCUPANCY.

- 6.01. **RESIDENTIAL USE.** Each Unit is hereby restricted to residential use by the Unit Owner, their immediate families, guests, tenants and invitees. At no time may the Unit be used by more persons than for which it was designated. The Board of Directors may permit reasonable, temporary nonresidential uses in Units from time to time.
- 6.02. **LEASING.**
- 6.02.01. All Units shall be leased for residential purposes only and shall only be occupied as separate living quarters by one family. Family is defined as follows: (i) an individual; (ii) two or more persons related by blood, adoption, marriage or guardianship, living and cooking together as a single housekeeping unit; (iii) a number of persons, not exceeding three, living and cooking together as a single housekeeping unit though not related by blood, adoption, marriage or guardianship; or (iv) not more than two unrelated persons living and cooking together as a single housekeeping unit, along with one or more dependents related to either of them by blood, marriage, adoption or guardianship.
- 6.02.02. No Unit shall be rented for transient or hotel purposes. No Unit shall be rented for an initial period of less than twelve (12) months. No portion of a Unit (other than the entire Unit) shall be leased for any period. No Unit shall be subleased.
- 6.02.03. No more than seventeen (17) of the total number of Units in Village Green shall be leased at any given time. No Unit Owner may lease his or her Unit unless they have occupied the same for at least two consecutive years. Unit Owners desiring to lease their Unit shall make application to the Association

pursuant to such Rules and Regulations hereafter adopted from time to time by the Board of Directors. The determination concerning the availability of rental Units shall be in the sole discretion of the Board of Directors. All such applications must be accepted or rejected by the Board of Directors within 45 days of their receipt or they shall be deemed to have been accepted. The Board of Directors may solely, at their discretion, provide relief to a Unit Owner from this provision for reasons of financial hardship.

- 6.02.04. The owners of record of a Unit as of June 17, 2005, the date the Fourth Amendment to Bylaws for Village Green Association was recorded which is the effective date set forth in the Fourth Amendment, as well as a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure, shall be exempt from the rental cap provisions of subparagraph 6.02.03 above. Such Unit Owners or Mortgagees may lease their Units, at will, as long as they comply with all other applicable provisions of the Condominium Instruments and the Rules and Regulations for Village Green, a Condominium.
- 6.02.05 No Unit Owner shall lease a Unit other than on written form of lease requiring the lessee to (i) comply with the Condominium Instruments and the Rules and Regulations; and (ii) providing that failure to comply shall constitute a default under the lease. It shall be the responsibility of the Unit Owners to provide the lessee with a current copy of the Condominium Instruments and the Rules and Regulations. If the lessee violates the Condominium Instruments or the Rules and Regulations, the Unit Owner shall cause the lessee to vacate the Unit, and in the event the lessee does not vacate the Unit, the Association shall be entitled to undertake action to have the lessee removed from the Unit and shall assess the Unit Owner for any costs and/or attorney's fees expended by the Association in taking such action. Each Unit Owner shall, within 10 days of leasing the Unit, provide a copy of the signed written lease to the Board of Directors and or the management company.
- 6.02.06 The Board of Directors shall have the power to adopt, amend and/or repeal such rules and regulations to administer and enforce the rental requirements.
- 6.03. OWNERSHIP BY ENTITY. Any Owner that is a corporation, trust or partnership shall annually execute and deliver to the Association a written statement designating the name or names of those persons entitled to use the Unit, together with a written covenant from that party or those parties in favor of the Association stating that there will be full compliance with all the terms and provisions of this Declaration, the Articles and Bylaws and all Rules and Regulations enacted by the Board of Directors of the Association or the Association's Managing Agent. In the event that such covenants are violated, the aforesaid Owner shall cause such party or parties to vacate the Unit and in the event such party or parties do not vacate, the Association shall take whatever measures are necessary

to have the party or parties removed from the Unit and shall assess the Owner for any costs or attorney's fees caused by such measures.

- 6.04. GENERAL USE RESTRICTION. No person shall use the Condominium Property or any part thereof, in any manner contrary to the Condominium Instruments or the Rules and Regulations.
- 6.05. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.
- 6.06. NUISANCES. No nuisance or any use or practice that is the cause of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted.
- 6.07. INSURANCE. No Unit Owner or occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his or her Unit which will increase the rate of insurance on the Condominium. No Unit Owner shall permit anything to be done or kept in his or her Unit, including porch and/or deck, or in the Common Elements (laundry rooms, heater rooms, or porches) which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling.
- 6.08. WASTE. No waste will be committed in the Common Elements.
- 6.09. OBSTRUCTIONS OF THE COMMON ELEMENTS. No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner store anything upon any of the Common Elements, except those areas designated for such storage by the Board of Directors, without the approval of the Board of Directors.
- 6.10. ALTERATIONS TO COMMON ELEMENTS. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors or the Covenants Committee, as appropriate.
- 6.11. USE OF COMMON ELEMENTS. The Common Elements shall be used only for the furnishing of the services and facilities and for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

- 6.12. **VEHICLES.** Vehicular parking upon the Common Elements may be regulated or assigned by the Board of Directors. Trailers, campers, recreational vehicles, trucks, motorcycles, large vans, or boats may be parked on the Property only in such temporary parking areas as may be designated exclusively for such purposes by the Board of Directors. No junk or derelict vehicles or other vehicles on which current license plates or inspection stickers are not displayed shall be kept upon any of the Common Elements. Only emergency repairs to vehicles, which can be completed within a short duration not to exceed forty-eight (48) hours, will be permitted on the Property.
- 6.13. **RULES AND REGULATIONS.** The Board of Directors has the authority to adopt and amend rules and regulations governing the use of the Condominium ("Rules and Regulations"). All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the Board of Directors and the provisions of the Condominium Instruments and Condominium Act.

ARTICLE 7

MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY

- 7.01 **MAINTENANCE AND REPAIR.** Notwithstanding the ownership of the various portions of the Common Elements and the Units, the boundaries of a Unit or the designation of components as Common Elements, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Association.

ARTICLE 8

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED OR ASSESSED AGAINST THE CONDOMINIUM PROPERTY

- 8.01. **RESPONSIBILITY.** If any taxing authority levies or assesses any tax or special assessment against the Condominium Property as a whole, and not against the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any Unit to the same extent as though such tax or special assessment has been separately levied by the taxing authority upon each Unit.
- 8.02. **PERSONAL PROPERTY TAXES.** All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be a Common Expense.

ARTICLE 9

AMENDMENT AND TERMINATION

- 9.01. **AMENDMENTS.** The Declaration and Bylaws may be amended by the approval of Unit Owners holding at least Sixty-seven percent (67%) of the votes in the Association.

Agreement of the required percentage of Unit Owners shall be evidenced by their execution of the amendment, or ratifications thereof, including the execution of a ballot, and the same shall become effective when a copy of the amendment is recorded together with a certification, signed by the principal officer of the Association or by such other officer or officers as the Condominium Instruments specify, that the requisite percentage of the Unit Owners signed the amendment or ratifications thereof.

9.02. **TERMINATION.** Termination of the Condominium shall require the written agreement of the Unit Owners holding at least Eighty percent (80%) of the votes in the Association. Termination shall require the written approval of Mortgagees holding first liens on Units which have at least Sixty-seven percent (67%) of the votes of the Units subject to such mortgages. The approval of the Mortgagees shall not be required in the event of abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

9.03. **PROVISO.**

9.03.01. Except as otherwise provided in this document, no amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportionate share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Unit Owner.

9.03.02. Mortgagee approval is required for certain amendments as set forth in Article 10 of the Bylaws.

ARTICLE 10 REMEDIES, COMPLIANCE

10.01. **VIOLATION BY MEMBERS; REMEDIES.** Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments, Rules and Regulations and the Condominium Act. In addition to the remedies provided in the Condominium Act, a default or breach by the Unit Owner shall entitle the Association, acting through its Board of Directors or through its Managing Agent, to the following relief:

10.01.01. **LIABILITY OF UNIT OWNERS.** All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any member of his or her family, or his or her guests, employees, tenants, agents, licensee or invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to

modify any waiver by insurance companies of rights or subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item and shall be a lien against said Unit Owner and his or her Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner's Unit.

- 10.01.02. **COSTS AND ATTORNEY'S FEES.** In any proceeding arising out of any alleged default or breach by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorney's fees.
- 10.01.03. **CHARGES FOR VIOLATION OF RULES, ETC.** The Association shall have the power, in accordance with the provisions of Va. Code Ann. § 55-79.80:2., as amended from time to time, to assess charges against any Unit Owner for any violation of the Condominium Act, the Condominium Instruments, or of the Rules and Regulations promulgated pursuant thereto for which such Unit Owner or his family members, tenants, guests, or other invitees are responsible. Before any such charges may be assessed, the Unit Owner shall be given an opportunity to be heard and to be represented by counsel before the Board. Notice of such hearing, including the charges or other sanctions that may be imposed, shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Unit Owner at the address or addresses required for notices of meetings pursuant to § 55-79.75 of the Condominium Act. The amount of any charges so assessed shall not exceed fifty dollars for a single offense or ten dollars per diem for any offense of a continuing nature, and shall be treated as an assessment against such Unit Owners' Condominium Unit for the purpose of Va. Code Ann. § 55-79.84.
- 10.01.04. **ABATING AND ENJOINING VIOLATIONS BY A UNIT OWNER.** The violations of any of the Condominium Instruments or the Rules and Regulations shall give the Board the right, in addition to any other rights: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expenses of the defaulting Unit Owner, any structure, thing or condition that may exist that is contrary to the intent and meaning of the provisions of the Condominium Instruments or the Rules and Regulations. The Board of Directors, the Managing Agent or any party hired or contracted to abate and remove, shall not be deemed guilty in any manner or trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of such default.
- 10.01.05. **LEGAL PROCEEDINGS.** Failure to comply with any of the terms of the Condominium Instruments or the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all

assessments, any other relief provided for in the Condominium Instruments or Rules and Regulations or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Managing Agent or if appropriate, any aggrieved Unit Owner and shall not be constitute an election of remedies.

- 10.02. NO WAIVER. The failure of the Association, the Board of Directors or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.
- 10.03. SURVIVING LIABILITY. Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.
- 10.04. APPOINTMENT OF AGENT. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of the Commonwealth of Virginia as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in this Condominium and if service cannot be accomplished in any other reasonable manner.

ARTICLE 11
MISCELLANEOUS

- 11.01. CAPTIONS. The captions herein are inserted for convenience only and do not define, limit or describe the provisions contained herein.
- 11.02. SEVERABILITY. In the event any of the terms, provisions or covenants of this Declaration are held to be partially or wholly invalid or are unenforceable for any reasons whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants thereof, or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.
- 11.03. LIBERAL CONSTRUCTION AND GENDERS. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. Throughout this Declaration, wherever appropriate, the singular shall include the plural and the masculine gender, the feminine or neuter.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by _____, President of Village Green Association and attested by Jeremy P. Martin, the Secretary, who certify that the requisite number of Members voted in favor of this Amendment and that Village Green Association has complied with the procedures required by the Declaration in Article IX, Amendment and Termination.

VILLAGE GREEN ASSOCIATION

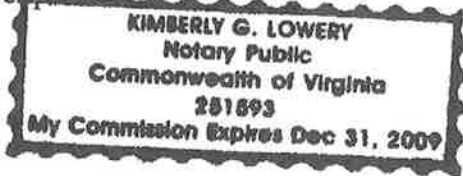
By: Terry A. Phillips
TERRY A. PHILLIPS President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF JAMES CITY, to-wit:

The foregoing Amended Declaration of Village Green Condominium was acknowledged before me this 26th day of October, 2009 by Terry A. Phillips, President of Village Green Association on behalf of the corporation.

Kimberly B. Lowery
Notary Public
Notary ID:

My commission expires:



ATTEST:

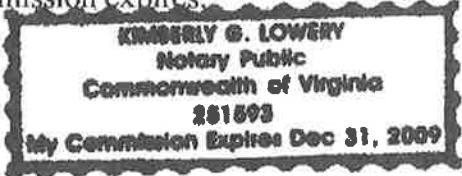
Jeremy P. Martin
Jeremy P. Martin, Secretary

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF JAMES CITY, to-wit:

The foregoing Amended Declaration of Village Green Condominium was acknowledged before me this 26th day of October, 2009 by Jeremy P. Martin, Secretary of Village Green Association on behalf of the corporation.

Kimberly B. Lowery
Notary Public
Notary ID:

My commission expires:

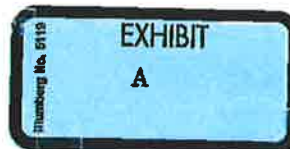


19472

EXHIBIT A

PARCEL FIRST: All that certain piece or parcel of land with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Williamsburg, Virginia, shown to contain 7.24 acres of land on a certain plat of survey entitled "Exhibit B - Village Green Condominium", dated July 31, 1984, made by Lewis & Owens, Inc., Consulting Engineers & Surveyors, and upon which plat the property is shown to be bound and described as follows:

From a point on the southeasterly right of way line of Route 31 (Jamestown Road) which point is distant 412.41 feet in a northeasterly direction along the southeasterly right of way line of the said Route 31 from its point of intersection with the beginning of limited access Route 199, proceed in a southeasterly direction along a curve to the left having a radius of 29.01 feet for an arc length or distance of 10.06 feet to a point, then proceed S 37° 45' 35" E a distance of 23.03 feet to a point, then proceed along a curve to the right having a radius of 234.40 feet for an arc length or distance of 43.82 feet to a point, then proceed S 24° 08' 35" E a distance of 56.00 feet to a point, then proceed in a southeasterly direction along a curve to the left having a radius of 155.70 feet for an arc length or distance of 84.06 feet to a point, then proceed S 55° 04' 35" E a distance of 35.76 feet to a point, then proceed in a southeasterly direction along a curve to the right having a radius of 369.63 feet for an arc length or distance of 64.19 feet to a point, then proceed S 45° 07' 35" E a distance of 11.28 feet to a point, then proceed S 43° 44' 25" W a distance of 1.15 feet to a point marking the point and place of BEGINNING. From the point of BEGINNING thus located, extend S 51° 13' 20" E a distance of 491.72 feet to a point; thence S 35° 24' 05" W a distance of 450.00 feet to a point; thence S 76° 01' 25" W a distance of 327.20 feet to a point on the eastern right of way line of Route 199; thence N 21° 19' 05" W a distance of 27.68 feet to a point; thence N 19° 22' 15" W a distance of 67.04 feet to a point; thence N 68° 29' 20" E a distance of 4.99 feet to a point; thence N 20° 50' 45" W a distance of 9.95 feet to a point; thence S 68° 27' 30" W a distance of 4.95 feet to a point; thence N 21° 05' 35" W a distance of 95.07 feet to a point; thence N 18° 40' 55" W a distance of 50.10 feet to a point; thence N 19° 55' 05" W a distance of 49.96 feet to a point; thence N 16° 45' 10" W a distance of 50.21 feet to a point; thence N 19° 25' 55" W a distance of 28.52 feet to a point; thence N 19° 50' 55" W a distance of 15.45 feet to a point; thence N 74° 10' 27" E a distance of 42.32 feet to a point;



200672

thence N 16° 23' 45" W a distance of 15.49 feet to a point;
thence S 73° 45' 30" W a distance of 43.60 feet to a point;
thence N 24° 37' 20" W a distance of 15.66 feet to a point;
thence N 43° 44' 25" E a distance of 490.58 feet to the
point and place of beginning.

PARCEL SECOND: A perpetual easement over, through,
along and across that certain piece of land as shown on the
plat referenced above as "Easement Parcel", which easement
is for pedestrian and vehicular travel and for the
installation of any and all utilities, whether above or
underground, together with the right to erect improvements,
structures, fences, and walls on said property.

TOGETHER with a perpetual easement for the installation
of a sanitary sewer under, in, and across that certain strip
of land ten (10) feet in width shown as "10' Sant S E" on a
plat of survey made by Engineering Associates, dated
February 10, 1968, revised April 8, 1969, a print of which
plat is recorded with a certain deed recorded in Deed Book
44 at page 142.

SUBJECT, HOWEVER, to the right of Cary Cole Lane Geddy,
her heirs, devisees, and assigns, to use the aforesaid
easements for the purposes hereinabove stated in common with
the owner of such easements their heirs, devisees, and
assigns, and the right to connect to any street, road,
utility lines, mains, pipes, or other facilities within the
said easement areas.

BEING a portion of the same property conveyed to
Village Green Associates, a Virginia general partnership, by
deed from Caroline Geddy Frechette and V. M. Geddy, Jr., and
their respective spouses and Village Green Apartments, Inc.,
dated November 19, 1984, and recorded November 19, 1984 in
the Clerk's Office, Circuit Court, Williamsburg, Virginia,
as deed number 720.

21472

LEWIS J. QUINN, INC.
1400 S. 11TH ST.
ARLINGTON, VA 22204

JULY 31, 1987

VILLAGE GREEN CONDOMINIUM

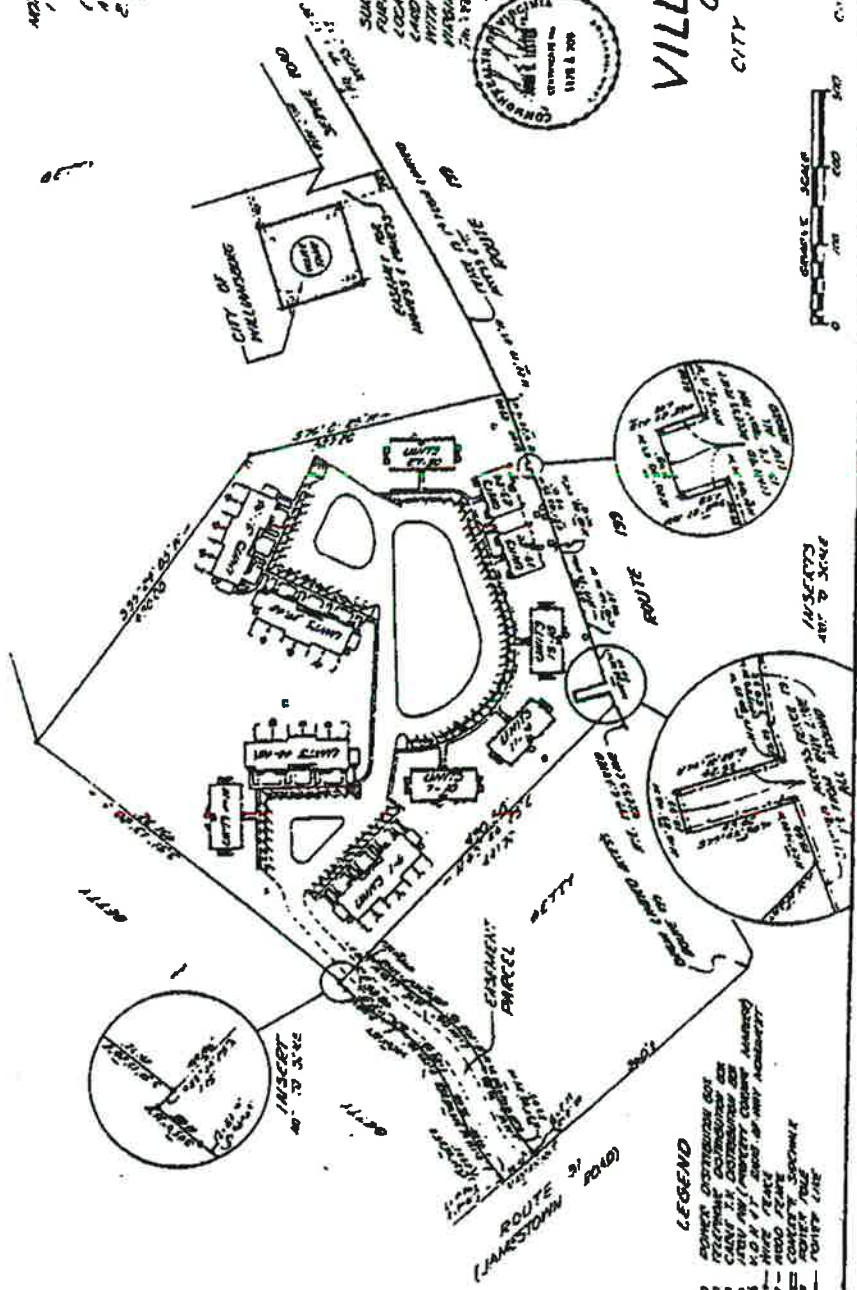
CITY OF WILLIAMSBURG, VIRGINIA

EXHIBIT : B

BY *[Signature]*
DANIEL G. LESTER, ESQ.
JULY 14 1987

WE DO HEREBY CERTIFY THAT WE HAVE
SUBMITTED THE SUBMITTED LOTS AND DO
SUGGEST CERTAIN THAT THE PLANNING
LOCATION AND DIMENSIONS OF THE PROPOSED
CONDOMINIUM ARE IN ACCORDANCE WITH
SECTION 55-2-15 OF THE CODE OF THE
CITY OF WILLIAMSBURG AS AMENDED BY
THE 1987 AMENDED ORDINANCE AND ARE
SUBJECT TO THE CITY OF WILLIAMSBURG.

APPROVED BY THE BOARD OF SUPERVISORS
CITY OF WILLIAMSBURG
JULY 14 1987
COMMISSIONER OF ZONING
CITY OF WILLIAMSBURG



- LEGEND**
- POWER DISTRIBUTION BOX
 - FIRE ALARM CALL BOX
 - TELEPHONE CALL BOX
 - WATER METER
 - AIR CONDITIONING UNIT
 - POLE
 - POLE LINE

Blumberg No. 5178
EXHIBIT
B

22972

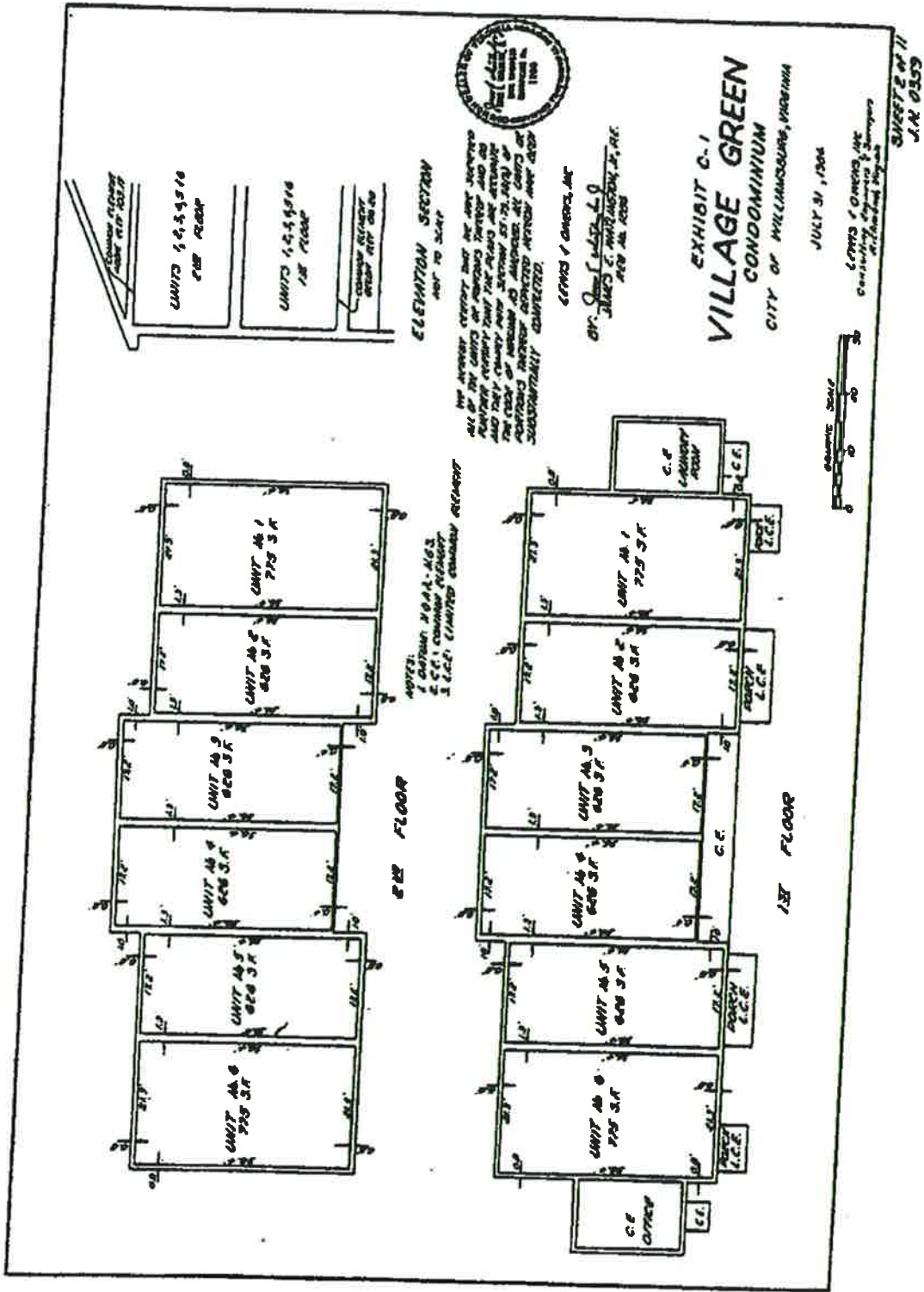
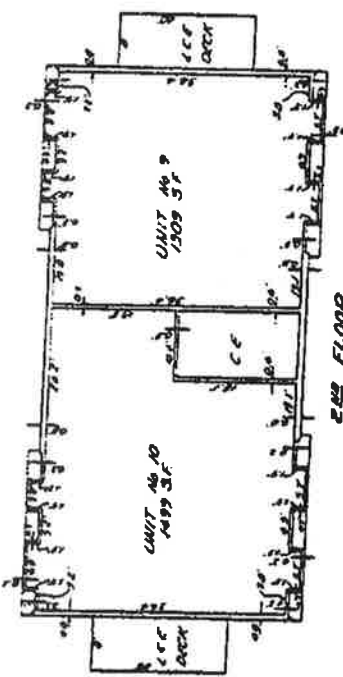
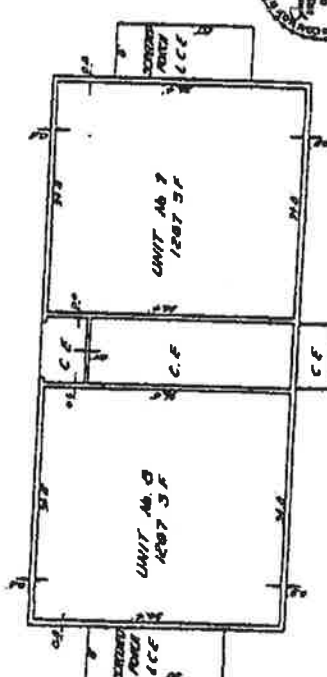


Exhibit No. B119
EXHIBIT
C

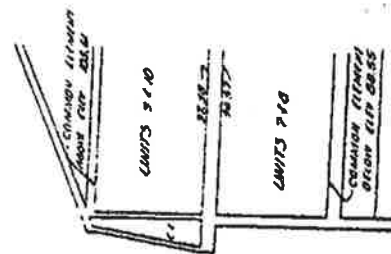
23472



2ND FLOOR



1ST FLOOR



ELEVATION SECTION
NOT TO SCALE

NOTES:
 1. DATED: 8.11.11, N.E.S.
 2. C.C.: COMMON ELEMENT
 3. C.C.: LIMITED COMMON ELEMENT

WE HEREBY CERTIFY THAT WE HAVE SURVEYED ALL OF THE ABOVE ADJACENT TOWERS AND AS SHOWN ON THE PLAN AND AS ACCORDING TO THE CASE AT HAND AS APPEARED ALL DIMENSIONS THEREOF CORRECTLY AND WE HEREBY CERTIFY THAT WE HAVE SURVEYED ALL OF THE ABOVE ADJACENT TOWERS AND AS SHOWN ON THE PLAN AND AS ACCORDING TO THE CASE AT HAND AS APPEARED ALL DIMENSIONS THEREOF CORRECTLY

BY: [Signature]
 L.P. & SONS, INC.
 1100 14th Street, N.E.
 Atlanta, GA 30309

EXHIBIT C-2
VILLAGE GREEN
 CONDOMINIUM
 CITY OF WILLIAMSBURG, VIRGINIA

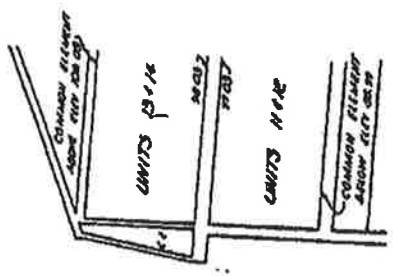
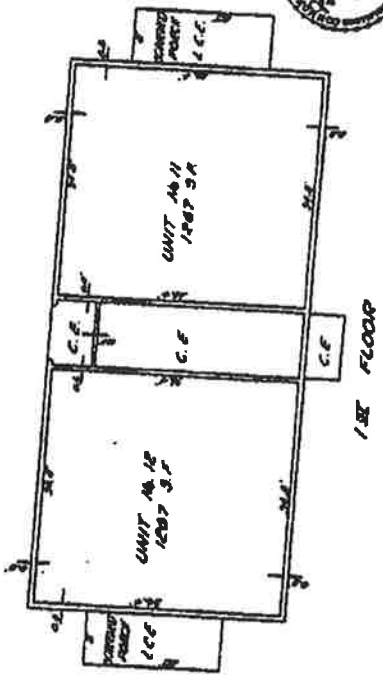
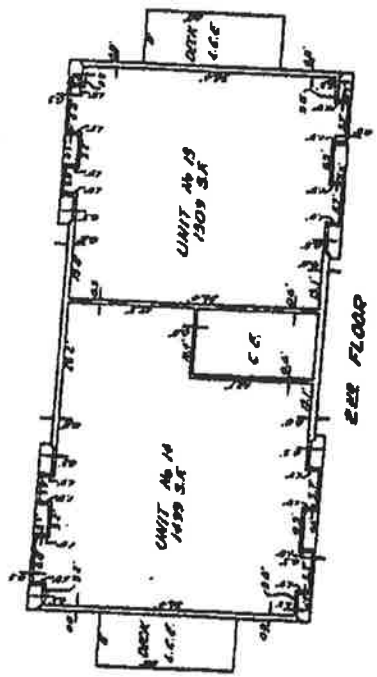
JULY 31, 2008

L.P. & SONS, INC.
 Consulting Engineers & Surveyors
 1100 14th Street, N.E.
 Atlanta, Georgia 30309

SHEET 3 of 11
 J.N. 0355



24872



ELEVATION SECTION
NOT TO SCALE

WE HEREBY CERTIFY THAT WE HAVE REVIEWED ALL OF THE UNITS AND CERTIFY THAT THEY ARE IN ACCORDANCE WITH THE CITY OF WILLIAMSBURG, VIRGINIA AND THE COMMONWEALTH OF VIRGINIA. ALL UNITS OF THIS SECTION AS SHOWN HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

BY: *[Signature]*
LEWIS F. OWENS, INC.
CITY ENGINEER, THE CITY OF WILLIAMSBURG, VIRGINIA



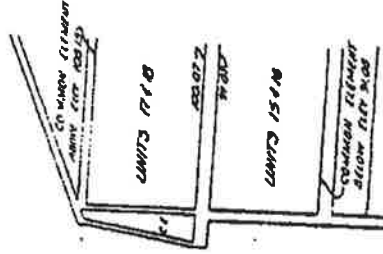
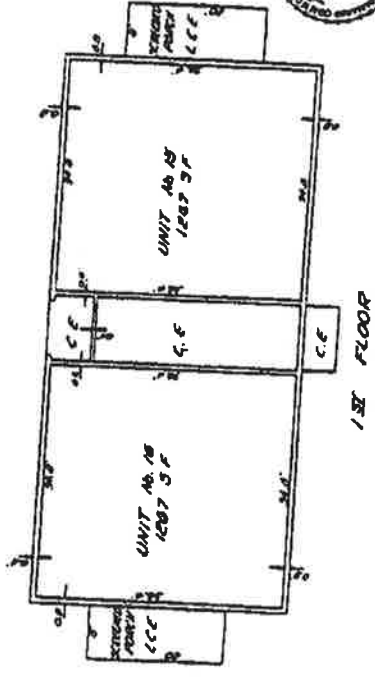
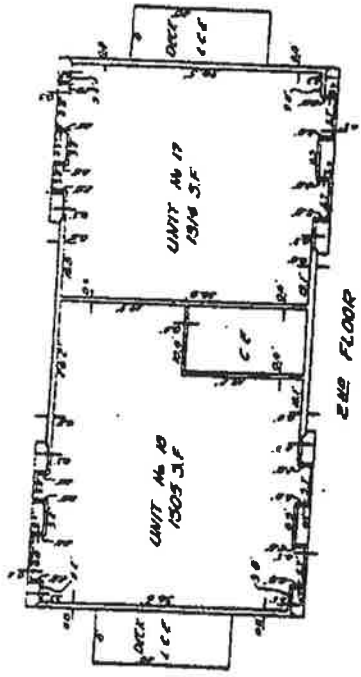
EXHIBIT C-3
VILLAGE GREEN
CONDOMINIUM
CITY OF WILLIAMSBURG, VIRGINIA

JULY 31, 1988

LEWIS F. OWENS, INC.
CONSULTING ENGINEERS & ARCHITECTS
WILLIAMSBURG, VIRGINIA

SHEET 4 OF 11
J.A. 0353

25 of 72



NOTED:
1. DASHED: K.O.L.A. - M.S.
2. C.C.F.: COMMON ELEMENT
3. C.C.F.: LIMITED COMMON A. 300B

WE HEREBY CERTIFY THAT WE
HAVE SURVEYED ALL OF THE UNITS OF
PARTICULAR AND WE DO HEREBY
CERTIFY THAT THE AREA IS PARTIAL
AND THEY COMPLY WITH SECTION 15-7-2.1
OF THE CODE OF ORDINANCES AS AMENDED
ALL UNITS OF PARTICULAR ARE TO BE
HEREBY AND AFTER QUALIFICATION COMPLETED

LEWIS & OWENS, INC.
OF: 1000 FIVE POINTS BLVD., 7E
AVE. 40, 4006



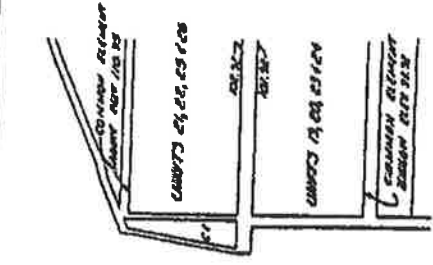
EXHIBIT C-4
VILLAGE GREEN
CONDOMINIUM
CITY OF WILLIAMSBURG, VIRGINIA

JULY 31, 1984

LEWIS & OWENS, INC.
Professional Engineers & Surveyors
Professional Engineering Program

SHEET 5 OF 11
J.N. 0395

26972



ELEVATION SECTION
ASHT TO SCALE

WE HEREBY CERTIFY THAT WE HAVE REVIEWED THE PLANS AND SPECIFICATIONS FOR THE CONDOMINIUM PROJECT AND THAT THE SAME COMPLY WITH ALL APPLICABLE CITY AND COUNTY ORDINANCES AND THAT THE PROJECT IS IN ACCORDANCE WITH ALL CITY AND COUNTY ORDINANCES AND THAT WE HAVE NO OBJECTION TO THE ISSUANCE OF THE PLANS AND SPECIFICATIONS FOR THE PROJECT.

LEWIS J. O'NEAL, INC.
REGISTERED ARCHITECT
1000 N. 10th St.
Arlington, Virginia



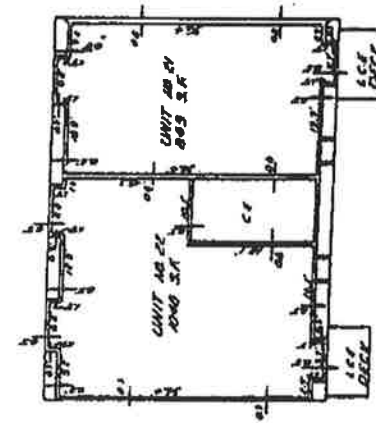
EXHIBIT C-3
VILLAGE GREEN
CONDOMINIUM
CITY OF WILLIAMSBURG, VIRGINIA

JULY 31, 1964



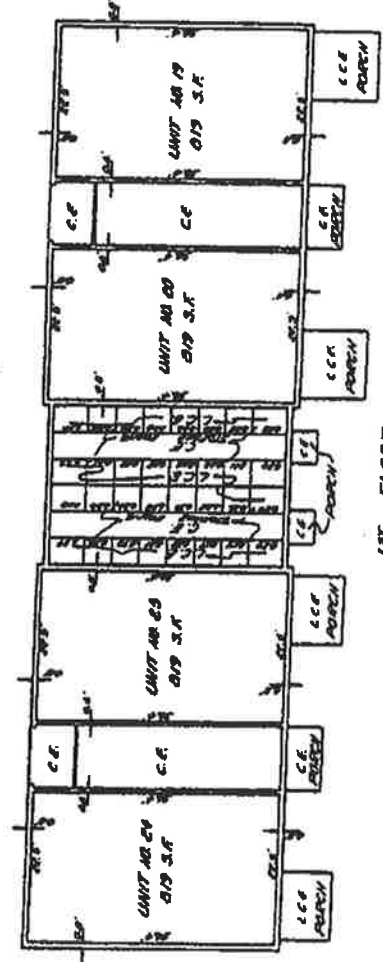
LEWIS J. O'NEAL, INC.
REGISTERED ARCHITECT
1000 N. 10th St.
Arlington, Virginia

SHEET 6 OF 11
J.N. 0359



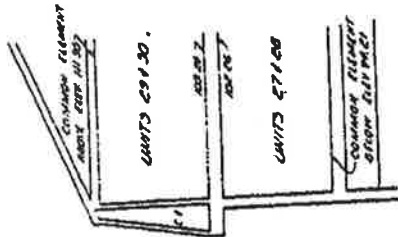
2ND FLOOR

- 1. C.A. DECK
- 2. C.A. COMMON ELEMENTS
- 3. C.A. LIMITED COMMON ELEMENTS

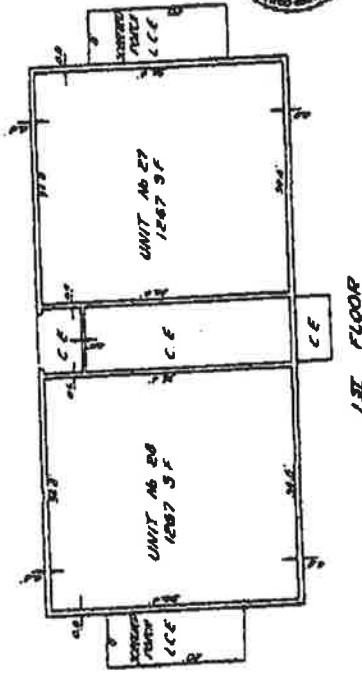
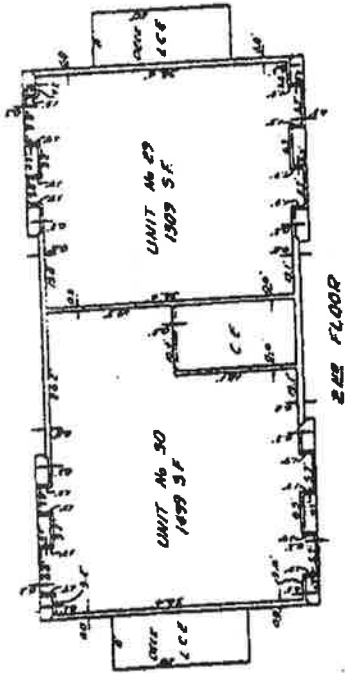


1ST FLOOR

27872



ELEVATION SECTION
NOT TO SCALE



- NOTES:
1. DATING: N.G.S.A. N.G.S.
 2. C.C.: COMMON ELEMENTS
 3. L.L.E.: LIMITED COMMON ELEMENTS

MY ARCHITECT CERTIFY THAT WE HAVE SURVEYED ALL OF THE UNITS OF VILLAGE GREEN AND DO HEREBY CERTIFY THAT THE PLANS ARE ACCURATE AND THAT THEY COMPLY WITH SECTION 55-2-100 OF THE CODE OF ORDINANCES OF THE CITY OF WILLIAMSBURG, VIRGINIA. ALL UNITS OF BUILDINGS THEREIN SHOWN HAVE BEEN SUBSTANTIALLY COMPLETED.

LEWIS J. OMBRES, INC.
ARCHITECTS
1000 N. 10TH ST.
WILLIAMSBURG, VA 23185

EXHIBIT C-C
VILLAGE GREEN
CONDOMINIUM
CITY OF WILLIAMSBURG, VIRGINIA

JULY 31, 1986

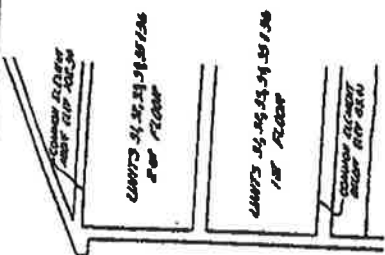
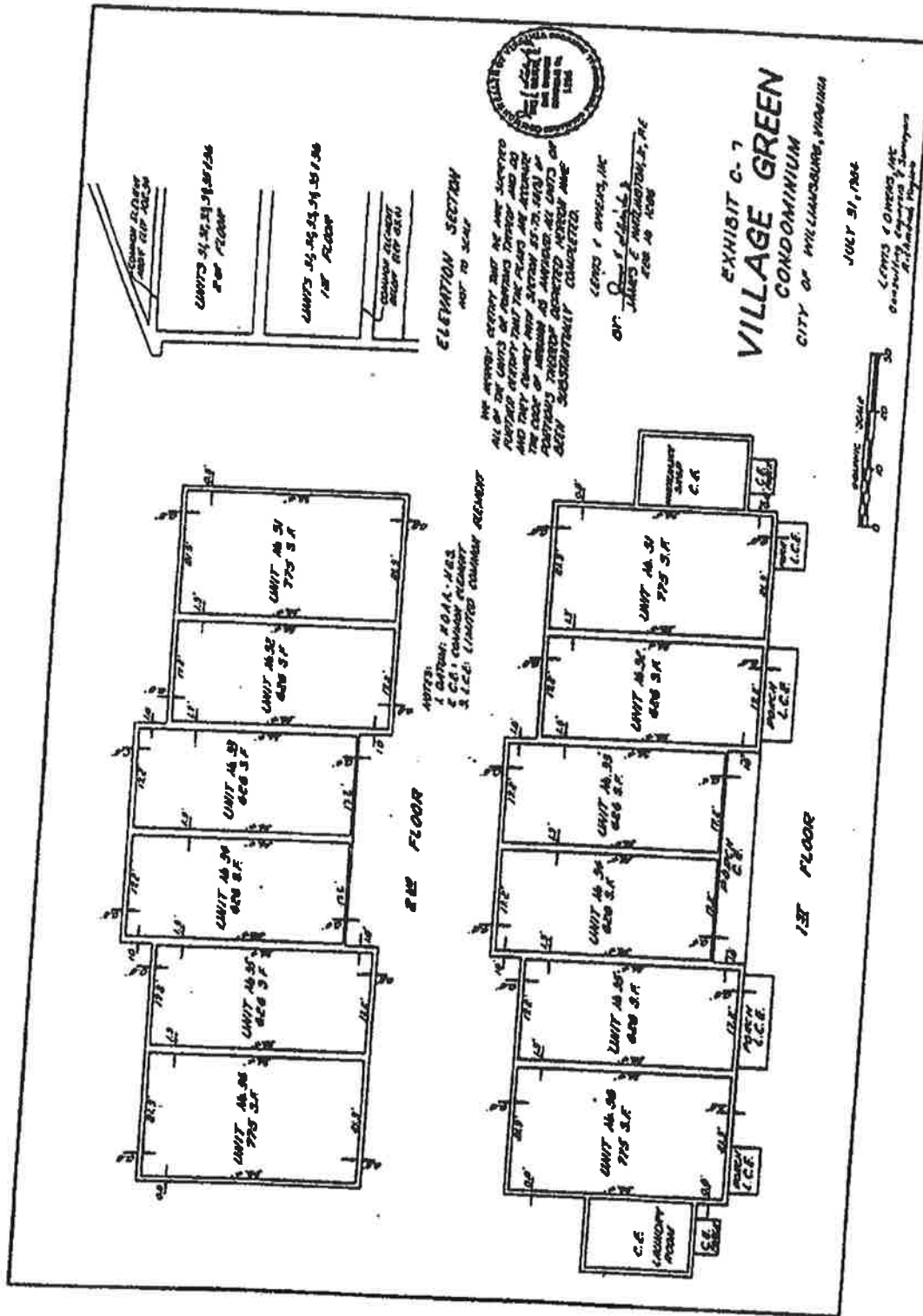
LEWIS J. OMBRES, INC.
CONSTRUCTION SUPERVISOR
WILLIAMSBURG, VIRGINIA

SHEET 7 OF 11
J.N. 0359



28972

27092



ELEVATION SECTION
FROM TO UNIT

ALL OF THE UNITS ON THIS FLOOR HAVE BEEN INSPECTED AND FOUND TO BE IN COMPLIANCE WITH THE CITY OF WILLIAMSBURG AND THE STATE OF VIRGINIA. THE CITY OF WILLIAMSBURG HAS REVIEWED THE DRAWINGS AND FOUND THEM TO BE IN COMPLIANCE WITH THE CITY OF WILLIAMSBURG AND THE STATE OF VIRGINIA. ALL WORK SHOWN ON THESE DRAWINGS IS TO BE COMPLETED BY THE CONTRACTOR.

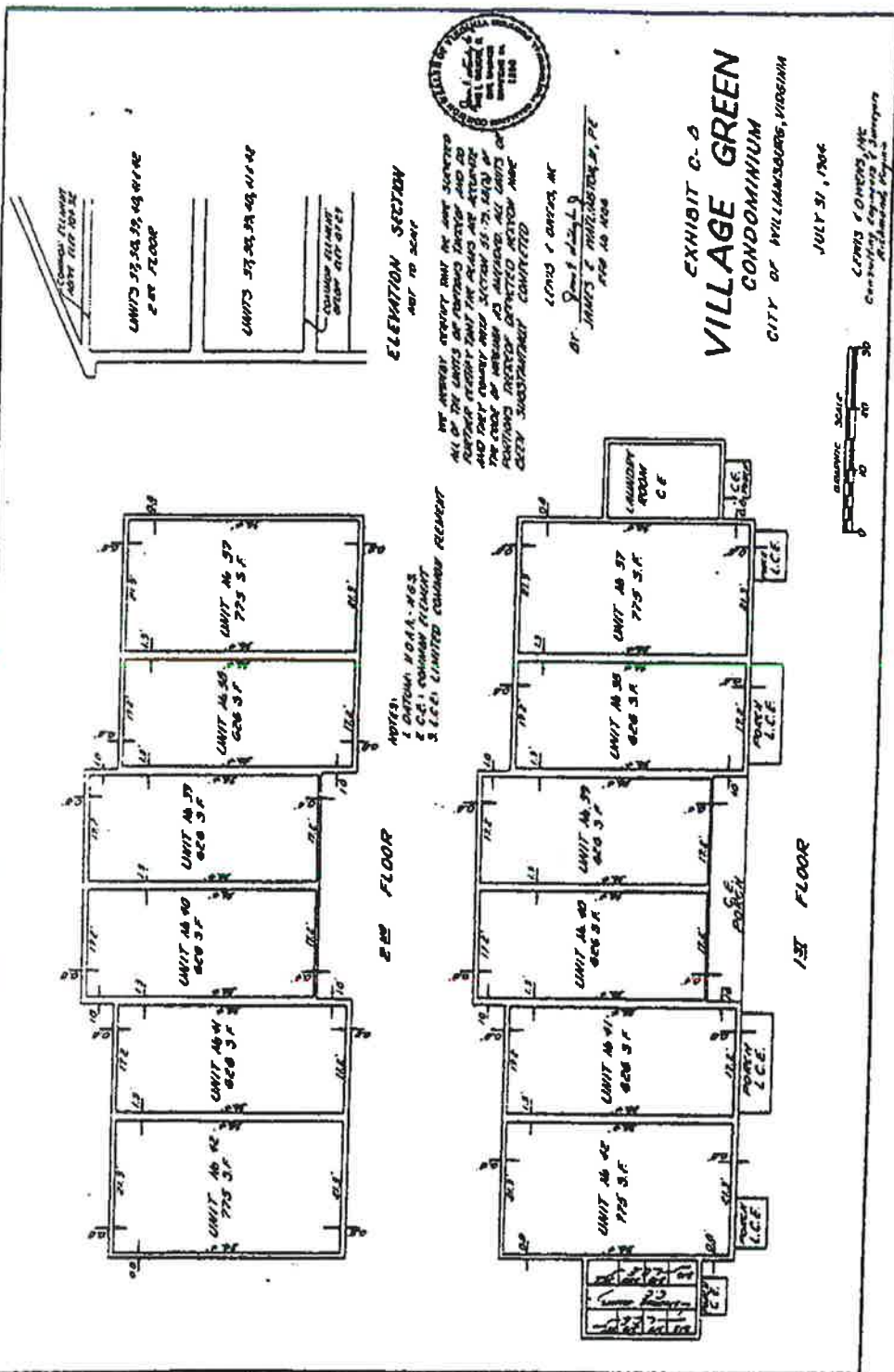
LEWIS & OWENS, INC.
BY: JAMES E. WILSON, P.E.
220 N. 1000

EXHIBIT C-7
VILLAGE GREEN
CONDOMINIUM
CITY OF WILLIAMSBURG, VIRGINIA

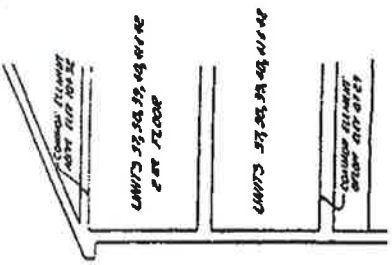
JULY 31, 2004

LEWIS & OWENS, INC.
CONSULTING ENGINEERS & ARCHITECTS
1111 BROADWAY

SHEET 04 OF 11
J.R. 0395



ELEVATION SECTION
 NORTH TO LEFT



ALL RIGHTS RESERVED BY THE ARCHITECT. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S OFFICE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN.

BY: JAMES T. HARRINGTON, P.E.
 1100 14th Ave
 LEONIS & ASSOCIATES, INC.
 1100 14th Ave, N.W.
 Atlanta, Georgia 30309

EXHIBIT C-6
VILLAGE GREEN
CONDOMINIUM
 CITY OF WILLIAMSBURG, VIRGINIA

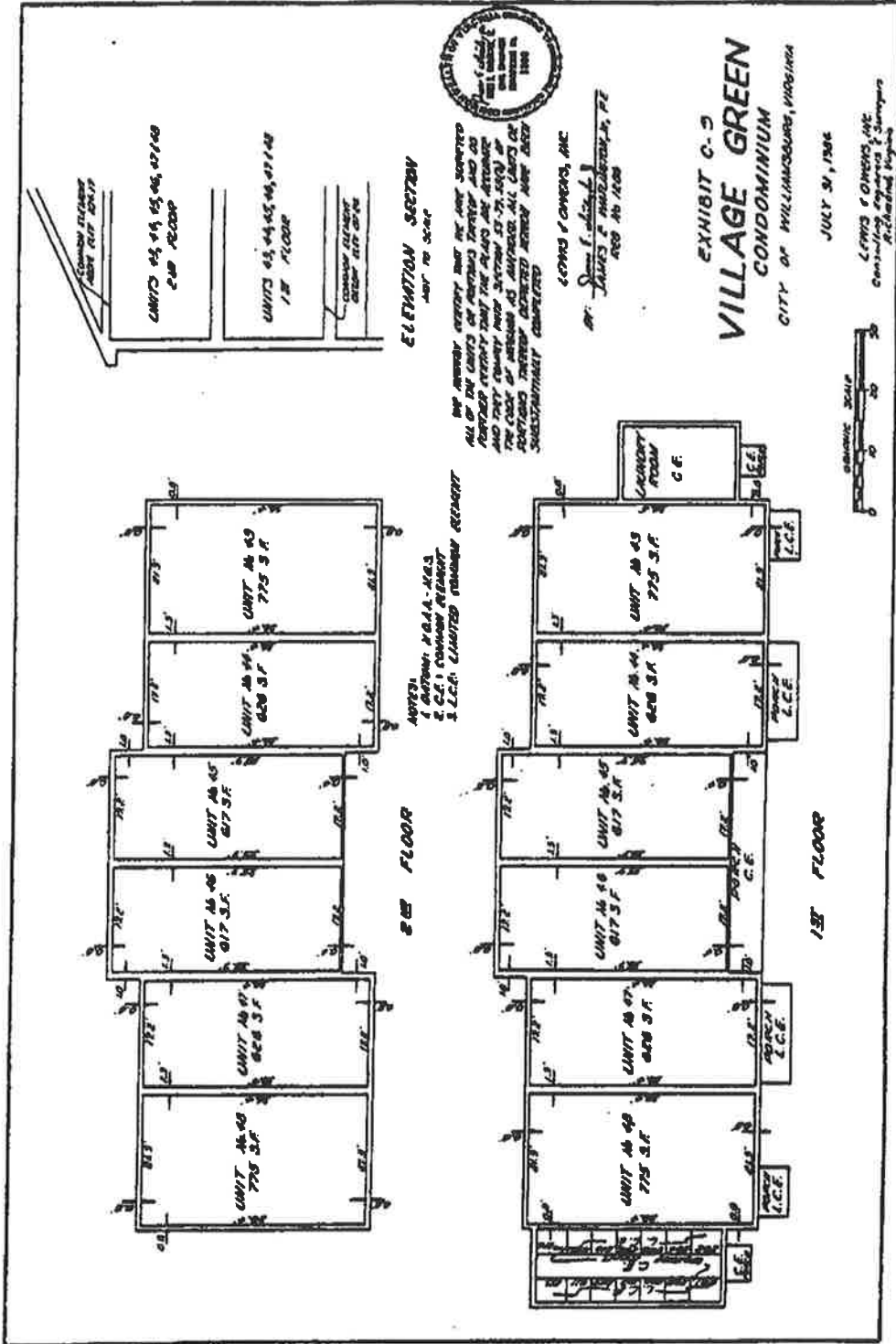
JULY 31, 1986

LEONIS & ASSOCIATES, INC.
 1100 14th Ave, N.W.
 Atlanta, Georgia 30309



SHEET 9 OF 11
 J.N. 0359

398 72



COMMON ELEMENTS
 UNIT 43, 44, 45, 46, 47, 48
 2ND FLOOR
 COMMON ELEMENTS
 UNIT 49, 50, 51, 52, 53, 54
 1ST FLOOR
 COMMON ELEMENTS
 UNIT 43, 44, 45, 46, 47, 48
 1ST FLOOR

ELEVATION SECTION
 NOT TO SCALE



NOT A PART OF THIS CONTRACT. ALL OF THE WORK SHOWN ON THIS PLAN IS THE PROPERTY OF JAMES P. O'CONNELL, P.E. AND THEY GUARANTEE THE ACCURACY OF THE SAME. THE CITY OF WILLIAMSBURG, VIRGINIA, HAS REVIEWED THIS PLAN AND HAS ISSUED A PERMIT THEREON. THIS PLAN IS THE PROPERTY OF JAMES P. O'CONNELL, P.E. AND IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JAMES P. O'CONNELL, P.E.

LEWIS P. O'CONNELL, INC.
 ARCHITECTS
 1000 W. MAIN ST., SUITE 100
 WILLIAMSBURG, VA 23185
 TEL: 757-853-1100

EXHIBIT C-3
VILLAGE GREEN
 CONDOMINIUM
 CITY OF WILLIAMSBURG, VIRGINIA

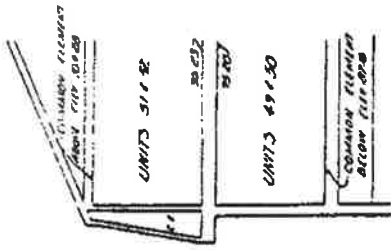
JULY 31, 1986

LEWIS P. O'CONNELL, INC.
 CONSULTING ENGINEERS & ARCHITECTS
 RICHMOND, VIRGINIA

SHEET 2047 H
 J.M. 0559



31472



ELEVATION SECTION
NOT TO SCALE

NOTES:
 1. CONFORM W.B.A. 2061
 2. C.C. COMMON ELEMENTS
 3. C.C. LIMITED COMMON ELEMENTS

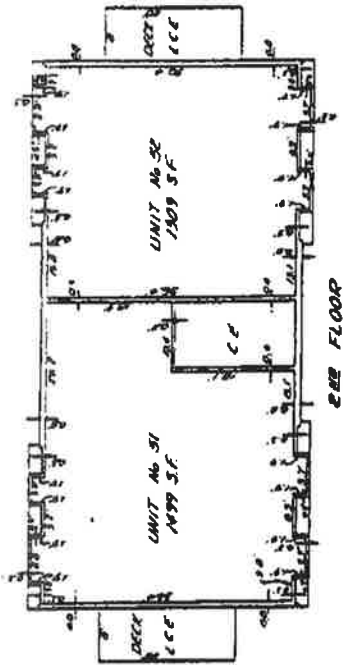
WE HEREBY CERTIFY THAT WE HAVE SURVEYED ALL OF THE UNITS OF THIS PROJECT AND DO HEREBY CERTIFY THAT THE PLANS ARE ACCURATE AND THAT THEY COMPLY WITH SECTION 25-7-223 OF THE CODE OF VIRGINIA AS AMENDED. ALL UNITS OF THIS PROJECT INSPECTED AND FOUND TO BE SUBSTANTIALLY COMPLETED.

EXHIBIT C-10
VILLAGE GREEN
 CONDOMINIUM
 CITY OF WILLIAMSBURG, VIRGINIA

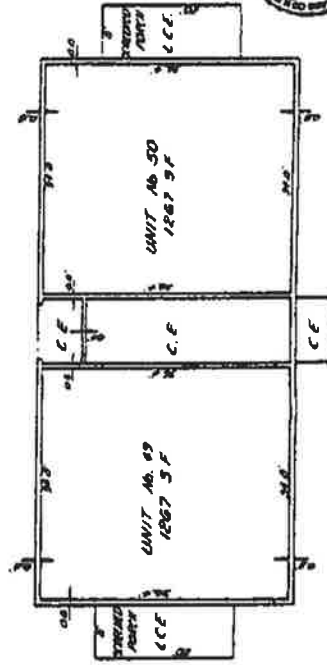
JULY 31, 1988

LEWIS F. OWENS, INC.
 CONSULTING ENGINEERS & ARCHITECTS
 WILLIAMSBURG, VIRGINIA

SHEET # 11 OF 11
 J.N. 0353



2/E2 FLOOR



1/E1 FLOOR



32072

EXHIBIT D

LIST OF ALL UNITS, PAR VALUES, AND PERCENTAGE INTERESTS

UNIT NUMBER	STORAGE AREA	PAR VALUE	Percentage INTEREST	UNIT NUMBER	STORAGE AREA	PAR VALUE	Percentage INTEREST
1	650	400.3	0.02	28	623	384	0.0192
2	206	384.2	0.0192	29	633	384	0.0192
3	642	384	0.0192	30	654	400	0.02
4	625	384	0.0192	31	637	400	0.02
5	213	384	0.0192	32	318	384	0.0192
6	651	400	0.02	33	320	384	0.0192
7	649	384	0.0192	34	632	384	0.0192
8	638	384	0.0192	35	321	384	0.0192
9	646	384	0.0192	36	319	400	0.02
10	628	400	0.02	37	626	400	0.02
11	639	384	0.0192	38	630	384	0.0192
12	653	384	0.0192	39	316	384	0.0192
13	210	384	0.0192	40	322	384	0.0192
14	652	400	0.02	41	317	384	0.0192
15	641	384	0.0192	42	315	400	0.02
16	640	384	0.0192	43	214	400	0.02
17	645	384	0.0192	44	208	384	0.0192
18	647	400	0.02	45	209	384	0.0192
19	636	362.1	0.0181	46	204	384	0.0192
20	629	362	0.0181	47	203	384	0.0192
21	634	362	0.0181	48	201	400	0.02
22	635	362	0.0181	49	207	384	0.0192
23	631	362	0.0181	50	205	384	0.0192
24	644	362	0.0181	51	211	400	0.02
25	643	362	0.0181	52	202	384	0.0192
26	627	362	0.0181				
27	624	384	0.0192				
					212	BOARD APPROVAL	
					648	BOARD APPROVAL	

*PAR VALUE IS THE NUMBER OF POINTS ASSIGNED TO EACH UNIT BASED UPON USAGE OF COMMON ELEMENTS, SQUARE FOOTAGES IN EACH UNIT, AND PRESCENCE OF CERTAIN AMENITIES.



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VILLAGE GREEN ASSOCIATION
STORAGE AREA MAP

Exhibit E

Building 5 Storage Area #1							
639	641	643	645	647	649	651	653
11	15	25	17	18	7	6	12
<- Door Passage Way							
16	3	24	9	2	1	14	30
640	642	644	646	648	650	652	654

Building 6 Storage Area #2							
623	625	627	629	631	633	635	637
28	4	26	20	23	29	22	31
<- Door Passage Way							
27	37	10	38	34	21	19	8
624	626	628	630	632	634	636	638

Building 9 Storage Area #3							
315	317	319	321				
42	41	36	35				
<- Door Passage Way							
39	32	33	40				
316	318	320	322				

Building 10 Storage Area #4							
201	203	205	207	209	211	213	
48	47	50	49	45	51	44	
<- Door Passage Way							
52	46	5	43	13	VGA	VGA	
202	204	206	208	210	212	214	



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Attachment 1

Element	Responsibility		NOTES
	Association	Unit Owner	
Patios, decks & porches at sides & fronts of garden units and fronts of townhouse units	XX		If damage caused by Unit Owner or Resident then repair/ replacement is responsibility of Unit Owner
Patios, deck and porches, except as noted above (those at the rear of all townhome units)		XX	
Porch screens		XX	
Street lighting	XX		
Entrance sign lighting	XX		
Exterior building lighting	XX	XX	Light by front & rear entrance of townhomes & porches/patios (side or front of garden unit) is Unit Owner responsibility(Lights switched from unit)
Exterior post lights	XX		
Lighting inside garden unit common areas	XX		
Lighting of front and rear entrances to garden units	XX		
Laundry lighting	XX		
Office lighting	XX		
Shop lighting	XX		
Storage Area lighting	XX		Lighting inside limited common area storage unit belonging to single unit - Unit Owner responsibility
Mailboxes	XX	XX	Mailbox units inside garden unit common areas - Association; mail slot in front door of townhome units - Unit Owner responsibility
Insulation above and below units	XX		
Attic Fans	XX		
Common water heaters and laundry equipment.	XX		
HVAC Units, etc.		XX	

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Element	Responsibility		NOTES
	Association	Unit Owner	
Water , sewer and drain pipes servicing unit from the point the line leaves the common supply line.		XX	
Electrical wiring conduits from point where they leave power company meter base		XX	
Gas piping servicing unit from the point gas pipe serving unit leaves common supply gas pipe.		XX	
All doors, door frames/jambs /sills, French doors, windows, French windows, window frames and sills, storm doors, storm windows & frames that access a unit.		XX	
All screens on such doors and windows (above).		XX	
Exterior wood , PVC trim and siding excluding all doors and windows.	XX		
Painting of exterior of buildings, including doors and windows.	XX		Scheduled maintenance cycle - Association; between cycle unit doors & windows Unit Owner responsibility
Railings, fencing and walls.	XX		
Brickwork, brick pointing and brick steps.	XX		
Roof, shingles, gutters and downspouts.	XX		
Pest control for common areas (termite inspection / treatment (if needed) of all buildings; quarterly treatment for bugs in common areas.	XX		
Any interior storage room assigned to unit owner(s).		XX	All areas inside unit are the Unit Owners responsibility

UPLOADED
9/19/2021

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