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DECLARATION

THE GREEN CONDOMINIUM PROJECT

ARTICLE 1

SUBMISSION; DEFINED TERMS; NAMES AND LOCATION

Section 1.1. Submission of Property. Pursuant to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia, the Master Deed for "The Green" Condominium Project, recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia on May 28, 1971 in Deed Book 164, Page 517 et seq., created the Condominium known as "The Green", which consists of all of the real property together with all improvements, easements, rights and appurtenances appertaining thereto (the "Condominium" or the "Property") made subject to the Master Deed, as amended.

The Master Deed was amended by one hundred percent (100%) of the Unit Owners on December 22, 1971 by an Amendment filed in the Office of the Clerk of the Circuit Court of Lancaster County, Virginia in Deed Book 167, Page 674 and on January 30, 2024 by an Amendment filed in the Office of the Clerk of Lancaster County Virginia in Deed Book 240, Page 196 and is further amended and superseded by this Declaration.

Chapter 4.2 of Title 55 of the Code of Virginia has been recodified as Chapter 19 of Title 55.1 of the Code of Virginia known as the Virginia Condominium Act ("the Condominium Act" or "the Act").

Section 1.2. Defined Terms. As provided in Section 55.1-1912 of the Condominium Act, terms not otherwise defined herein or in the Bylaws, attached as Exhibit A, as the same may be amended from time to time ("Bylaws") shall have the meanings specified in Section 55.1-1900 of the Condominium Act.

Section 1.3. Names.

(a) The name of the Condominium subject to this Declaration is "The Green."

(b) The name of the Unit Owners' Association is "The Green Association."

Section 1.4. Location. The Condominium subject to this Declaration is located in the County of Lancaster, Virginia.

ARTICLE 2
UNITS AND UNIT BOUNDARIES

2.

Section 2.1. Location and Dimensions of Units. The location of Units is shown on the plat attached to the amended Master Deed, which plat is of record in the Clerk's Office of the Circuit Court of Lancaster County, Virginia in Deed Book 167 at Page 677, and which is incorporated by reference herein.

Section 2.2. Number of Units. There are twenty-four (24) Units in the Condominium with each Unit having one vote in the Association and a 1/24th share of the assessment for Common Expenses.

Section 2.3. Unit Boundaries. The boundaries of each Unit are the exterior finished surfaces of the perimeter walls except for the common wall between Units, which shall be the center line of the common wall, the exterior of the roof covering above each Unit and the lowest edge of the lowest floor and the bottom of the footing under each Unit, including under any basement. Each Unit includes both the portions of the respective Unit as described and the space so encompassed. Unit ownership shall include the fixtures, equipment and appliances, other than water mains and sewer lines, which are designed and intended solely for the benefit of and to serve exclusively the particular Unit in or to which the same are located or attached, and which are not designed to or intended for the benefit, support, service, use or enjoyment of any other Unit, including steps, stoops, railings, fences and surfaces of walkways and driveways.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between Unit Owners and the Association.

Section 2.5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units are not permitted, nor can a Unit's footprint be increased or decreased.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. Common Elements. The Common Elements shall be all portions of the Condominium other than the Units. The Common Elements shall consist of all the land described on the Plat together with all the improvements erected and to be erected thereon except the Units as defined herein and all easements of way reasonably necessary leading thereto; all incorporeal hereditaments intended and designed for the benefit of all Units specifically including water mains and sewer lines extending to each unit, waste water pumps, pump house and tool shed; and including the easement over, along and upon the private road leading to The Green. Each Unit Owner shall hold one/twenty-fourth (1/24th) ownership in the Common Elements.

ARTICLE 4

EASEMENTS

In addition to the easements created by Sections 55.1-1923 and 55.1-1928 of the Condominium Act, the following easements are hereby granted.

Section 4.1. Easement for Access. The Association reserves in favor of the Association and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 55.1-1955 of the Condominium Act and Section 5.8 of the Bylaws. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time.

Section 4.2. Easement for Support. Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

ARTICLE 5

AMENDMENT

This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Unit Owners representing at least seventy-five percent (75%) of the total votes in the Association, except as to those matters which the Condominium Act permits amendment only by one hundred percent (100%) of the total votes in the Association.

ARTICLE 6

CONDEMNATION

The provisions of Section 55.1-1906 of the Condominium Act shall prevail and govern upon the taking of a Unit or Common Elements or portions thereof in condemnation or by eminent domain.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed by its principal officer on this 26th day of October, 2024.

THE GREEN ASSOCIATION

By _____
President

4.

CERTIFICATE OF THE PRESIDENT

The President of The Green Association hereby certifies that the foregoing Declaration and the ByLaws attached as Exhibit A were consented to, agreed to, and approved by one hundred percent (100%) of the Unit Owners, as evidenced by their signed written ratifications, copies of which are retained in the records of the Association. The Green Condominium is located in the County of Lancaster, Virginia and the Declaration is an amendment to the Master Deed of "The Green" Condominium Project recorded in the Clerk's Office on May 28, 1971 in Deed Book 164, Page 517 et seq. and amended by one hundred percent (100%) of the Unit Owners on December 22, 1971 by an Amendment filed in the Office of the Clerk of the Circuit Court of Lancaster County, Virginia in Deed Book 167, Page 674 and on January 30, 2024 by an Amendment filed in the Office of the Clerk of Lancaster County Virginia in Deed Book 240, Page 196

Date: December 17, 2024.

By: Daniel R Bellisl
President

Commonwealth of Virginia)
City/County of Lancaster) To wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Daniel R. Bellisl, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as the President of The Green Association.

GIVEN under my hand and seal this 17th day of December, 2024.

Morgan Elizabeth Pittman [SEAL]
Notary Public

My commission expires: 03/31/28
Notary Registration #: 7645432

MORGAN ELIZABETH PITTMAN 7645432 NOTARY PUBLIC COMMONWEALTH OF VIRGINIA COMM. EXPIRES MARCH 31, 2028

5.

BYLAWS
OF
THE GREEN ASSOCIATION

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ARTICLE 1

General Provisions

Section 1.1. Name. These Bylaws provide for the governance of The Green Condominium ("the Condominium" or "the Property") pursuant to the requirements of the Virginia Condominium Act, Code of Virginia, Section 55.1-1900, et seq. ("the Condominium Act" or "the Act"). The Property, located in the County of Lancaster, Virginia and more particularly described in the Declaration, has been submitted to the provisions of the Condominium Act by the Declaration recorded simultaneously with these Bylaws among the land records of the County of Lancaster, Virginia. The name of the Unit Owners' Association is The Green Association ("Association").

Section 1.2. Office. The office of the Association and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

Section 1.3. Definitions. Terms used herein without definition shall have the meanings specified for such terms in the Declaration of Condominium for The Green Condominium Project or if not defined therein, the meanings specified for such terms in Section 55.1-1900 of the Condominium Act. In addition, unless in conflict with the Declaration or the Condominium Act, the terms used herein shall have the following meanings:

(a) "Board of Directors" or "Board" means the executive organ established pursuant to Article 3 of these Bylaws.

(b) "Common Element Interest" means the number assigned to each Unit by the Declaration which establishes each Unit's undivided interest in the Common Elements, common expenses and common profits and votes in the Unit Owners' Association.

(c) "Condominium Association," "Unit Owners' Association" or "Association" means the unincorporated Unit Owners' Association known as "The Green Association".

(d) "Managing Agent" means the person or entity, if any, that may be hired by the Board to manage the Association and the Condominium in a manner consistent with the Condominium Instruments, applicable statutes, and the contract for management services.

(e) "Majority Vote" means a simple majority (more than fifty percent) of the votes actually cast in person or by proxy at a duly convened meeting at which a quorum is present. Except as provided in Section 9.1, any specified percentage vote means that percentage vote with respect to the votes actually cast in person or by proxy at a duly convened meeting at which a quorum is present.

(f) "Mortgagee" means a lender holding a first mortgage or first deed of trust ("Mortgage") encumbering a Unit in the Condominium which has notified the Unit Owners' Association in writing of its status and has requested all rights under the Condominium Instruments.

(g) "Officer" means any person holding office pursuant to Article 4 of these Bylaws and all members of the Board of Directors.

(h) "Leasing" or "Rental" means regular, exclusive occupancy of a Unit or any portion of a Unit by any person or persons other than the Unit Owner for which the Unit Owner receives a monetary consideration, including any Airbnb, VRBO or similar leasing or rental arrangement.

(i) "Condominium Instruments" means the Declaration and Bylaws as may be amended.

ARTICLE 2

Unit Owners' Association

Section 2.1. Membership and Responsibilities. The Unit Owners' Association shall consist of all of the Unit Owners (the "Members"). For all purposes the Unit Owners' Association shall act as an agent for the Unit Owners as a group. The Unit Owners' Association shall have the responsibility of administering the Condominium, approving the annual budget, establishing the amounts and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association by the Condominium Act, the Declaration and these Bylaws. Except as to those matters which the Condominium Act or these Bylaws specifically requires to be decided by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent, if any, as more particularly set forth in Article 3 of these Bylaws.

Section 2.2. Place of Meetings. Meetings of the Association shall be held at a place convenient to the Members as may be designated by the Board of Directors either within the

Condominium or as convenient thereto as possible and practical. Notwithstanding the foregoing, meetings of the Association, as determined in the discretion of the Board, may be held entirely or partially by electronic means pursuant to Section 55.1-1935 of the Condominium Act.

Section 2.3. Annual Meetings. Annual meetings shall be on a date and at a time set by the Board of Directors.

Section 2.4. Special Meetings. The President may call special meetings of the Association. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by Members representing at least twenty five percent (25%) of the total votes of the Association.

Section 2.5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, by mail or by email pursuant to Section 55.1-1935 of the Condominium Act, if the intended recipient has consented to receive notice in this manner, to each Member entitled to vote at such meeting, by or at the direction of the President or the Secretary or the Officers or persons calling the meeting. Notice for an annual or regularly scheduled meeting shall be delivered not less than twenty-one (21) days nor more than ninety (90) days before the date of such annual or regular meeting. Notice for a special meeting shall be delivered not less than seven (7) days nor more than fifty (50) days before the date of such special meeting.

In the case of a special meeting or when required by statute or these Bylaws, the date, time and place of such meeting and the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association with postage prepaid.

Section 2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 2.7. Recess of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may recess the meeting and reconvene it to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be

transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after the recess, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least ten percent (10%) of the votes, in person or by proxy, of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 2.8. Voting and Rights of Members. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 2.9. Proxies. Members may vote in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's authority). Proxies shall include a brief explanation of the effect of leaving the proxy uninstructed to the extent required by section 55.1-1953 of the Condominium Act. Proxies shall be dated and signed by the Member granting the proxy or by a person authorized by the Member. Any proxy that is not dated shall be void. Any proxy that is not signed by the Member or by a person authorized by the Member shall be void. Proxies shall be valid only for the particular meeting designated therein and any adjournments thereof and must be filed with the Secretary or other designated Officer prior to or at the convening of the meeting. Proxies shall be deemed revoked only upon actual notice to the person presiding over the meeting of such revocation by the Member or such other person authorized by the Member. No proxy shall be valid for a period in excess of one hundred and eighty (180) days after the date the proxy is signed.

Section 2.10. Electronic Voting. The Board of Directors may adopt rules and procedures to permit submission of votes, proxies and mail ballots by electronic transmission in accordance with Section 55.1-1949 of the Condominium Act. Such rules and procedures shall provide that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Member, or the person authorized by the Member.

Section 2.11. Majority.

Unless otherwise provided by law or by specific provisions herein, the vote of a majority of the votes entitled to be cast by the Members present in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by such Members.

Section 2.12. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Members representing fifty (50%) percent

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of the total eligible votes of the Association shall constitute a quorum at all meetings of the Association.

Section 2.13. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary, or his designee as determined by the Board, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. If the President and/or Secretary are not present, then those directors present shall choose a pro-tem official.

ARTICLE 3

Board of Directors

Section 3.1. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act or the Condominium Instruments required to be exercised and done by the Association. The Board of Directors shall delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board on such matters which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall, on behalf of the Association:

(a) Prepare and submit to the Association for approval an annual budget, in which there shall be expressed the assessments of each Unit Owner for the Common Expenses.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for Common Expenses.

(c) Provide for the operation, care, upkeep, and maintenance of all of the Common Elements and services of the Condominium.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, provide services for the Property and, where appropriate, provide for the compensation of personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(e) Collect or have a designated person or entity collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.

(f) Adopt and amend Rules and Regulations in accordance with these Bylaws; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act or the Declaration.

(g) Open bank accounts on behalf of the Association and designate the signatories thereon. The Board has the authority to permit a designated person to transfer funds from one Association account to another in a manner consistent with the Condominium Instruments. Two or more persons shall be responsible for handling cash to maintain adequate financial control procedures. Cash accounts of the Association shall not be commingled with any other accounts.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Common Elements, and repairs to and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding, and notify the Unit Owners of any litigation against the Association.

(j) Obtain and carry insurance against casualties and liabilities, as provided in these Bylaws, pay the premiums therefor and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized services rendered to the Association and not billed to owners of individual Units or otherwise provided for in Sections 5.1 and 5.2 of these Bylaws.

(l) In accordance with the Condominium Act, keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. The accrual method of accounting shall be employed and expenses shall be accounted for separately. Such books and vouchers accrediting the entries therein shall be available for examination by the Unit Owners and otherwise in accordance with the Condominium Act. All books and records shall be kept in accordance with generally accepted accounting principles.

(m) Prepare and make available to Unit Owners a monthly financial report which may contain

(i) An "income statement" reflecting all income and expense activity for the preceding month on an accrual basis;
(ii) An "account activity statement" reflecting all receipt and disbursement activity for the preceding month on a cash basis;

(iii) An "account status report" reflecting the status of all accounts in an "actual" versus "projected (budget) format;
(iv) A "balance sheet" reflecting the financial condition of the Association on an unaudited basis;
(v) A "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts; and
(vi) A "delinquency report" listing delinquent assessments and the status of actions to collect such assessments.

(n) Provide to a Mortgagee any financial records of the Association that are routinely prepared by or for the Association at the request of its Unit Owner.

(o) Borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep, restoration, repair and maintenance of the Common Elements when approved by vote of seventy-five percent (75%) of the Unit Owners at a meeting duly called and held in accordance with these Bylaws.

(p) Acquire, hold, lease and dispose of Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Board of Directors and approved by the Association.

(q) Grant and accept easements or similar interests through or over the Common Elements and in accordance with Section 55.1-1956 of the Condominium Act.

(r) Upon receipt of such payment as may be established by the Board of Directors, furnish, or direct an agent of The Association to furnish, the resale certificate required by the Resale Disclosure Act, Code of Virginia 55.1-2307 et seq. within ten days after the receipt of a written request therefore from any Unit Owner.

(s) Do such other things and acts not inconsistent with the Condominium Act or the Condominium Instruments as determined by the Board of Directors to be necessary to perform their duties.

(t) The Board shall adopt a Complaint Procedure as required by the Code of Virginia, Sec 54.1-2354.4 as amended and 18 DPOR VAC 48-70-50 of the VA Administrative Code.

(u) Accept contributions to the Association upon such terms and conditions as the Board shall determine appropriate.

Section 3.2. Managing Agent and Contractors. The Board of Directors may employ a Managing Agent and/or other contractors to perform such duties as the Board of Directors shall designate at a compensation to be established by the Board. Unless otherwise approved by the Board, no remuneration shall be accepted by the Managing Agent or any contractor 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; any discounts received shall benefit the Association. Any financial or other interest which the Managing Agent or any contractor may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

Section 3.3. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. The directors shall be Members; provided, however, no Unit may be represented by more than one Owner at a time. In the case of a Member which is not a natural person, any Officer, director, partner or trustee of such Member shall be eligible to serve as a director

Section 3.4. Number of Directors. The number of directors on the Board shall be not less than three (3).

Section 3.5. Nomination of Directors. Nominations for election to the Board of Directors may be made by the Board of Directors and may be made by any Member.

Section 3.6. Election and Term of Office. Each Unit Owner shall be entitled to cast one vote with respect to each vacancy to be filled. There shall be no cumulative voting. The nominees receiving the most votes shall be elected. Directors shall be elected to serve for a term of one (1) year and shall hold office until their successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 3.7. Removal of Directors and Vacancies. Any Director elected by the Members may be removed, with or without cause, by the vote of the Members holding a majority of the votes entitled to be cast for the election of such director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members entitled to elect the Director to fill the vacancy for the remainder of the term of the Director so removed.

In the event of the death, disability, or resignation of any Director, the Board may appoint a successor to fill the vacancy until the next annual meeting at which time the Members shall elect a director to fill the position. Any person appointed by the Board to fill a vacancy may be eligible for election to the Board for the remainder of the term of such Director.

Section 3.8. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting shall be held within sixty (60) days thereafter at such time and place as shall be fixed by the Board.

Section 3.9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors and Members not less than four (4) days prior to the meeting; provided, however, notice of a meeting

need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notices sent by first class U.S. mail shall be deposited into a United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery or email shall be delivered or sent by email at least seventy-two (72) hours before the time set for the meeting.

Section 3.11. Waiver of Notice. The transactions of any meeting of the Board of Directors not duly noticed shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may recess the meeting and reconvene it to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.13. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the votes of the Members at a regular or special meeting of the Association. Any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of one of the other Directors.

Section 3.14. Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings of the Board of Directors, and the Secretary, or the Secretary's designee as determined by the Board, shall keep a minute book of meetings of the Board of Directors, recording all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 3.15. Open Meetings. All meetings of the Board shall be open to all Members subject to reasonable rules adopted by the Board. During a meeting the Unit Owners shall have a

period of time designated by the Board in which to have the opportunity to comment on any matter relating to the Association. The President may recess any meeting of the Board of Directors and reconvene in executive session, excluding Members, but only in strict conformance with the procedures specified in Section 55.1-1949.C of the Condominium Act.

Section 3.16. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting only if a consent setting forth the action so taken is signed or acknowledged by electronic mail by all of the Directors, and such consent shall have the same force and effect as a unanimous vote. Such action shall be announced and recorded in the minutes of the next regular meeting of the Board of Directors.

Section 3.17. Board of Directors as Agent. The Board of Directors shall have the power to act as agent for the Owners of all of the Units and for each of them, to manage, control and deal with the interests of such Unit Owners in the Common Elements of the Condominium to permit the Board of Directors to fulfill all of its powers, rights, functions and duties. The Board of Directors shall have the power to act as agent for each Unit Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium to: (i) adjust and settle all claims arising under insurance policies purchased by the Board of Directors, (ii) execute and deliver releases upon the payment of claims and (iii) act on their behalf in any condemnation proceeding or action of eminent domain pursuant to Section 55.1-1906 of the Condominium Act.

Section 3.18. Liability of the Board of Directors, Officers, Unit Owners and the Association.

(a) The Officers, Directors, Managing Agent, if any, members of any committee of the Board and volunteers shall not be liable to the Association or any Unit Owner for any mistake of judgment, negligence or otherwise, except for willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Officers, Directors, committee members and Managing Agent from and against all contractual liability to others arising out of contracts made by the Officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Act or the Condominium Instruments, except to the extent that such liability is satisfied by Directors and Officers liability insurance.

The liability of any Unit Owner arising out of any contract made by the Officers or Board of Directors, or out of the indemnification of the Officers or Directors, or for damages as a result of injuries arising in connection with the Common Elements solely by virtue of the Unit Owner's ownership of a Common Element Interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by the Unit Owner's Common Element Interest. Every agreement made by the Officers, the Board of Directors or the Managing Agent on behalf of the Association shall, if obtainable, provide that the Officers, the Directors or the Managing Agent, as the case may be, are acting only as agents for the Association and shall

have no personal liability (except as Unit Owners), and that each Unit Owner's liability shall be limited to the total liability multiplied by his Common Element Interest.

The Association shall indemnify 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 is or was an Officer or Director of the Association or a member of any committee of the Board against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests 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, including communication services, or paid for as a Common Expense, or for injury or damage to persons or property caused by the Common Elements or by the Unit Owner of any condominium Unit, or any other person, or resulting from electricity, snow or ice which may lead or flow from or over any portion of the Common Elements or from any 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, as herein elsewhere provided, 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.

Section 3.19. Common or Interested Directors. Each 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 of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such Director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subsections exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board 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 directorate or interest is disclosed or known to at least a majority of the Unit Owners, 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 or transaction is commercially reasonable to the Unit Owners' Association at the time it is authorized, ratified, approved, or executed.

Section 3.20. Electronic Meetings. As determined by the sole discretion of the Board, any Board and any Committee meeting may be convened and held electronically pursuant to Sections 55.1-1935, 55.1-1949 and 55.1-1953 of the Condominium Act.

ARTICLE 4

OFFICERS

Section 4.1. Designation. The principal Officers of the Unit Owners' Association shall be the President, the Vice President and the Secretary, all of whom shall be elected by the Board of Directors from its members. The Board of Directors may appoint a Treasurer and such other Officers as in its judgment may be necessary. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Condominium Act or the Condominium Instruments and shall perform such other duties as may be assigned to such office by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President is unable or fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 4.2. Election of Officers. The Officers of the Unit Owners' Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President and Secretary shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 4.3. Removal or Resignation of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors, any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. An Officer may resign as provided for a director in Section 3.7.

Section 4.4. Execution of Documents. Unless otherwise provided in a resolution of the Board of Directors, all agreements, contracts, deeds, leases, checks and other instruments of the Unit Owners' Association for expenditures or obligations in excess of Five Thousand Dollars ($5,000.00) if not contemplated in the approved budget for Common Expenses for that fiscal year, and all checks over $5,000 drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors. Any Officer of the Association, or the Managing Agent if any, may be designated by Board resolution to sign Certificates for Resale on behalf of the Association.

Section 4.5. Compensation of Officers. No Officer shall receive any compensation from the Unit Owners' Association for acting as such Officer.

ARTICLE 5

Operation of the Property

Section 5.1. Determination of Common Expenses and Assessments against Unit Owners.

(a) Fiscal Year. The fiscal year of the Unit Owners' Association shall be July 1 through June 30, unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(1) At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall prepare and submit an annual budget to the Association for approval at the annual meeting. The budget shall contain a total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements, and the cost of wages, materials, 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 Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Elements and the rendering to the Unit Owners of all related services.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide sufficient working capital or a general operating reserve and reserves for contingencies and replacements. The Board of Directors or Managing Agent shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and assessment, if any, payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses.

(1) Subject to the provisions of subsection 8.1(a) hereof, the total amount of the estimated funds required from assessments for the operation of the Property set forth in the budget adopted by the Association shall be assessed against Unit Owners in equal shares each year as an annual assessment. The annual assessment shall be a lien against each Unit Owner's Unit as provided in Section 8.2 of these Bylaws. Unless determined otherwise by the Association when it approves the budget, on or before the first day of each calendar quarter, each Unit Owner shall be obligated to pay one-fourth of such assessment to the Association. The Association may change the payment of the annual assessment to an annual, semi-annual or monthly assessment. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an un-audited itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the

budget for such fiscal year and the net amount over or short of the actual expenditures plus reserves.

Unless the Board of Directors directs otherwise, any net shortage shall be assessed promptly against the Unit Owners in accordance with their Common Element Interests and shall be payable as the Board of Directors may determine.

(d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations (including losses due to insurance deductibles), contingencies and replacements. Expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against any such reserves. Except for normal maintenance expenses shown in the annual operating budget, all expenses for repair and replacement of physical assets maintained by the Association shall be charged first against such reserves. Unless otherwise determined by a vote of seventy-five percent (75%) of the Unit Owners, the amount held as reserves shall not substantially exceed the amount reasonably required to assure the Association's ability to replace components as they reach the end of their useful lives. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may request the Association to approve a further assessment, which shall be assessed against Unit Owners according to their respective Common Element Interests, and which may be payable in a lump sum or in installments as the Association may determine. The Board of Directors shall serve notice of any such further assessment on Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective as approved by the Association. All Unit Owners shall be obligated to pay the assessment. Such assessment shall be a lien as of the effective date as set forth in subsection (c). The Board shall conduct reserve studies and include reserve funding in the budget and resale disclosure packet issued in accordance with the Condominium Act. Reserve studies shall be conducted in accordance with the Condominium Act by a qualified third-party professional.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to submit a budget to the Association or the Association to approve 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 allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of the payment which is due more than ten days after such new annual or adjusted budget is adopted.

(f) Accounts. All funds collected by assessment from Unit Owners or from any other source may be commingled into a single fund, provided, however, a separate account for reserves for replacements shall be established by the Board.

Section 5.2. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Board of Directors at the direction of the Association pursuant to the provisions of Section 5.1 hereof. No Unit Owner may be exempted from liability for the assessment for Common Expenses by reason of waiver of the use or enjoyment of any of the

Common Elements or by abandonment of the Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against the Unit subsequent to the date of recordation of a conveyance by such Unit Owner in fee of such Unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments then due and payable shall be paid in full and discharged.

The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for the proportionate share of the Common Expenses due and payable up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five (5) business days following a written request therefor to the Board of Directors or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each Mortgagee who comes into possession of a condominium Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such Mortgagee comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

Irrespective of whether a lien is perfected against the Unit for such amounts, a purchaser of a Unit shall be liable for all unpaid assessments owed by the seller of a Unit that are reflected on the resale certificate issued in accordance with the Condominium Act.

Section 5.3. Collection of Assessments. The Board of Directors shall have the authority to establish the date on which any payment(s) is late and deemed to be in default. The Board of Directors, its designee, or the Managing Agent at the request of the Board, shall take prompt action to collect assessments due from any Unit Owner which remain unpaid for more than thirty (30) days after the due date as established by the Board of Directors. If a Unit Owner is delinquent for more than sixty (60) days, the Board of Directors shall file a memorandum of lien in compliance with the Condominium Act prior to the ninetieth (90) day, unless the Board decides by a vote of two-thirds not to do so, or unless otherwise designated by a collections policy adopted by the Board of Directors.

Unless otherwise designated by a collections policy adopted by the Board, interest shall accrue at six percent (6%) per annum from the due date on all outstanding assessments if not paid within thirty (30) days of the due date.

Upon a default by a Unit Owner, the delinquent Unit Owner, in addition to all other charges, including interest, costs and attorneys' fees, shall also be liable for a late fee in an amount of five percent (5%) of the installment, or such other amount as may be established from time to time by the Board of Directors if not paid within ten days of the due date. Upon default, the Board may, in its discretion, turn the account over to legal counsel.

If turned over to counsel, the Board of Directors shall send a notice of legal action to the Unit Owner. All costs and reasonable attorneys' fees actually incurred by the Association from the inception of counsel's involvement with the account through resolution, if any, regardless of whether litigation has been initiated to enforce payment of the delinquent assessments, shall be added to the delinquent account. If payment in full of the amounts then due is not received by legal counsel or the Association within ten (10) days after the notice of legal action has been sent, a Memorandum of Lien may be filed against the Unit and may include: any and all applicable late fees, interest, costs, reasonable attorneys' fees actually incurred. The attorneys' fees and costs secured by the Memorandum of Lien shall be separate and independent of any costs and attorneys' fees actually incurred by the Association in any effort by the Association taken personally against a delinquent Unit Owner to enforce payment of any past due assessments. Non-receipt or lack of notice claimed by the delinquent Unit Owner shall not prevent the Association from filing a lien within the statutory deadline. Upon default, the Association may, in its discretion, file a civil suit against the delinquent Unit Owner and the Association may initiate any available foreclosure remedy to enforce payment of the debt.

If an account remains delinquent after the filing of a lien or civil suit, legal counsel for the Association shall take other appropriate legal action to collect the amounts due unless directed otherwise by the Board of Directors. If the Association receives from any Unit Owner, in any fiscal year, two or more checks returned for insufficient funds for payment of assessments or other charges, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year. The Association is not restricted by any election of remedies and may simultaneously proceed with legal action against a delinquent Unit Owner's property, including foreclosure, and the delinquent Unit Owner personally, as well as initiate any restrictions against a Unit Owner as may be authorized by the Board in accordance with the Declaration and Bylaws.

Any payment that is received by legal counsel or the Association and which does not pay the Unit Owner's account balance with the Association in full, shall be credited first to the oldest debt in each category described below until each category is paid in full, in the following order:

1) Charges for the actual costs and reasonable attorneys' fees incurred by the Association subsequent to the delinquent account being turned over to legal counsel to enforce payment of the debt, regardless of the results of litigation or whether litigation has been initiated against the delinquent Unit Owner;

2) all returned check charges;

3) all late fees;

4) interest;

5) unpaid installments of the annual assessments or special assessments which are not the subject matter of suit in the order of their coming due; and

6) unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

In the event of a delinquency by a Unit Owner, the Board of Directors may reject any offer of partial payment and demand payment in full of all amounts owed to the Association. Any waiver by the Board granted specifically to any Unit Owner's assessment account of any of the fees and costs established herein or in the Bylaws or any Rule and Regulation shall be, on a case by case basis, if at all, and in no way shall it constitute a waiver of the Board's authority to enforce payment of all amounts owed in accordance with these Bylaws.

The Association shall be entitled to collect all fees and costs of collection, including reasonable attorneys' fees, and every Unit Owner by accepting a deed to property in the Association, whether so expressed in the deed or not, covenants and agrees to pay the same. The obligation to pay assessments is a separate and independent covenant on the part of each Unit Owner, and no Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit.

Section 5.4 Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 5.5 Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Association. The Association shall be responsible for the maintenance, repair and replacement of all of the Common Elements, the cost of which shall be charged to all Unit Owners as a Common Expense; provided, however, that the Board of Directors may elect not to do so if in the opinion of a majority of the Board of Directors such maintenance, repair or replacement was necessitated by the act, neglect or carelessness for which a Unit Owner is responsible pursuant to Section 8.1(a); and provided, further, that each Unit Owner shall perform normal maintenance in the Common Elements which the Board of Directors pursuant to the Rules and Regulations has given such Unit Owner permission to utilize, including without limitation the items enumerated in subsection (b).

(b) By the Unit Owner.

(1) Each Unit Owner shall be responsible for the maintenance, repair and replacement of his Unit, including windows and doors, and shall keep the Unit and its equipment, appliances and appurtenances, including internal water and sewer lines, in good order, condition and repair and in a clean and sanitary condition, and shall maintain the good appearance and condition of the Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from such Unit Owner's failure or negligence to make any of the repairs required by this Section. Each Unit Owner shall perform this 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.

(2) Any Unit Owner permitted by vote of the Board of Directors to use a specific portion of the Common Elements for storage or otherwise shall use such portion in a safe and sanitary manner.

(c) Manner of Repair and Replacement. All repairs and replacements shall be made with materials that are substantially the same as the original construction and shall be of first-class quality. Contemporary building materials may be used if the original is no longer available at commercially reasonable prices as determined by the Board of Directors.

Section 5.6. Additions, Alterations or Improvements by the Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement to the exterior of the Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of the Unit, including the doors and windows, nor shall any Unit Owner paint or alter the exterior of any building, without the prior written consent of the Board of Directors, except a Unit Owner may repaint the exterior of the Unit in its original colors. The Board of Directors shall be obligated to answer any written request of a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request. If the Board fails to respond within forty-five (45) days, the Unit Owner shall provide another request to the Board and if the Board fails to respond to this second request within thirty (30) days, the Board shall have deemed to consent to the proposed structural addition, alteration or improvement.

If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an authorized Officer without however incurring any liability on the part of the Board of Directors, the Association or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom.

Section 5.7. Restrictions on Use of Units and Common Elements; Rules and Regulations.

(a) Restrictions. Each Unit and the Common Elements shall be occupied and used as follows:

(1) No Unit shall be used other than as a residence. No business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit such as telecommuting so long as: (a) the existence or operation of the business activity is not apparent from outside the Unit; (b) the business activity conforms to all zoning requirements; and (c) the business activity does not involve regular visitation of the Unit by customers, clients, suppliers or others for business purposes.

(2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Elements 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, any Rule or Regulation adopted by the Board and the Condominium Instruments. No waste will be committed on the Common Elements.

(3) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies, rule or regulation adopted by the Board and the Condominium Instruments 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.

(4) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in, or attached to, any of the Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Board of Directors or its designated committee, as appropriate.

Any construction on, or addition or attachments to, the Common Elements approved by the Board, including but not limited to docks owned by Unit Owners, or entities controlled by Unit Owners, and access to such docks, shall be subject to all applicable Rules and Regulations and shall be at the expense of the Unit Owners involved. The Unit Owners, or entities controlled by the Unit Owners if applicable, shall be responsible for the maintenance of the same and shall be solely responsible for any and all liabilities related thereto. The Association assumes no responsibility or liability for any construction on or addition to the Common Elements not approved by the Board.

(5) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

(6) No Unit shall be leased or rented other than as a residence. No Unit, or any portion of a Unit, shall be leased or rented for any term that is less than twenty-eight (28) contiguous days. No Unit, or any portion of a Unit shall be leased or rented for any term of more than 31 days without approval of the Board of Directors. No Unit Owner shall lease a Unit other than on a written form of lease: (i) requiring the lessee to comply with the Condominium Instruments and Rules and Regulations adopted by the Board of Directors; (ii) providing that failure to comply constitutes a default under the lease, and (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after ten (10) days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease. The Board of Directors may suggest or require a standard form lease or lease addendum for use by Unit Owners. Each Unit Owner shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Board of Directors.

Every Owner shall cause all occupants of their Unit to comply with the Declaration, Bylaws and Rules and Regulations, notwithstanding that occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, Association's Bylaws or Rules and Regulations.

(7) No trailers, campers, recreational vehicles, boats or other large vehicles, PODS or other temporary storage compartments or structures may be continuously parked or located at the Condominium except for less than seven (7) days during a thirty (30) day period for cleaning, loading and unloading performed by the Unit Owner. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Except in areas designated by the Board of Directors, vehicle repairs other than: (i) emergency maintenance, (ii) ordinary light maintenance (excluding fluid changes and other operations which might soil the Common Elements) and (iii) normal cleaning are not permitted on the Common Elements.

(8) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of no more than two orderly domestic pets (e.g., dog, cat or caged bird) is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board of Directors. Such pets shall not be permitted upon the Common Elements unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and each Unit Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets which may leave the Unit shall be registered and inoculated as required by law.

The Board shall have the authority to require pets to be muzzled if deemed by the Board, in its discretion, to be unreasonably aggressive or prone to excessive barking. All Unit Owners shall have the obligation to clean up after their pets and shall be responsible for any damage to the Property caused by their pets.

(9) No signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element without the prior written approval of the Board of Directors. For the purposes of this provision "signs" includes, among other signs, for sale signs and any political signs, including campaign signs related to any public office on a national, state or local level.

(10) No Unit shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple occupants, cooperators, licensees, or timesharing participants.

(11) Exterior air-conditioning Units that are installed in windows and any attendant pipes, ducts, wires, etc. are prohibited.

(12) No electrical device creating electrical overloading of standard circuits may be used without permission from the Board of Directors. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse or abuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

(13) No illegal, dangerous or unsafe activity may be carried on in any Unit, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noise by himself or herself, his or her family, employees, agents, visitors, and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall cause noise or play, or suffer to be played, any musical instrument or operate or suffer to be operated sound reproduction equipment, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants. Violations of this restriction shall be solely determined by the Board of Directors.

(14) Except to the extent permitted by applicable law, no satellite dish shall be permitted anywhere on the Property.

(15) No Unit Owner shall deposit litter, refuse, garbage, etc. on any portion of the Property which is not intended or designed to be the receptacle for the same.

(16) Unit Owners shall maintain and replace crushed stone in the driveways adjacent to their respective units with the same type and size.

(b) Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with the Condominium Act, the Declaration and Bylaws and the Rules and Regulations which may be promulgated and changed by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Changes to the Rules and Regulations shall be made available to each Unit Owner prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

Section 5.8. Right of Access. By acceptance of the deed of conveyance, each Unit Owner thereby grants a right of access to the Unit, as provided by the Condominium Act and subsection 4.1of the Declaration, to the Board of Directors or the Managing Agent, if any, or any other person authorized by the Board or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in the Unit or in a Common Element to which access is obtained through the Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the Common Elements or elsewhere in the Property; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner.

In case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner is present. Each Unit Owner shall provide a working copy of all Unit keys and codes to the Association. If a Unit Owner fails to provide a key or code resulting in forced entry, the costs of such entry shall be borne by the Unit Owner. A non-response by a Unit Owner to a written request for entry from the Association after fourteen (14) days shall give the Association the immediate right of access to a Unit.

ARTICLE 6

Insurance

Section 6.1 Association Insurance. The Board of Directors, or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Property to the extent the Association is responsible for maintenance, repair or replacement of insurable improvements thereon in the event of a casualty. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage, including coverage for vandalism and malicious mischief, shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured peril.

The Board of Directors shall also obtain a general public liability policy covering the Property, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees, agents, or contractors, while

acting on behalf of the Association. The general public liability policy coverage limits shall be determined with the directors' best business judgment and, if desired by the directors, in consultation with insurance industry professionals.

Premiums for all insurance obtained by the Association shall be Common Expenses and shall be included in the annual assessment. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage requested hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefitted parties, as further identified in subsection (b) below. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Virginia which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

(b) All policies obtained by the Association on the Property shall be for the benefit of the Association and its Members.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by Unit Owners, occupants, or their Mortgagees.

(e) The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its manager, the Unit Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Unit Owners.

(iv) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Unit Owner, or Mortgagee;

(v) a statement that any "other insurance" clause in any policy exclude Unit Owners' policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification of premium or coverage, or non-renewal.

In addition to the other insurance required by this Section, the Board of Directors shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than one-fourth (1/4) of the annual aggregate assessment on all Units, plus the amount in the Association's cash reserve account as of the most recent fiscal year end. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

The Board of Directors shall promptly furnish to each Unit Owner written notice of the procurement of, subsequent changes in, or termination of, insurance coverages obtained on behalf of the Association, in compliance with the Condominium Act.

Section 6.2. Unit Owners' Insurance. Each Unit Owner shall obtain and keep in force at the Unit Owner's expense blanket all-risk casualty insurance on the Unit, commonly called homeowner's insurance. No Unit Owner shall 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 or to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by a Unit Owner. No Unit Owner shall obtain separate insurance policies on the Condominium except as provided in this section. The Association, its Board, Officers, and the Managing Agent shall not be liable for any failure to enforce this Section. A Unit Owner's failure to comply with this Section shall be deemed a violation of the Condominium Instruments and shall trigger the Association's authority to implement remedies.

Section 6.3. Insurance Trustee.

(a) All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Association and the Unit Owners, as their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Board as insurance trustee to be applied pursuant to the terms of Article 7.

(b) The sole duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws.

ARTICLE 7

Repair and Reconstruction After Fire or Other Casualty

Section 7.1. Repair and Reconstruction of Common Elements. Except as otherwise provided in Section 7.4, in the event of damage to or destruction of all or any part of any Common Element as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration.

Section 7.2. Procedure for Reconstruction and Repair of Common Elements.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of the Common Elements, the Board of Directors shall obtain reliable and detailed estimates of the cost of repair and restoration. Such costs may also include professional fees and premiums for such bonds as the insurance trustee determines to be necessary.

(b) 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 and/or shall be deemed a Common Expense and a special assessment may be levied.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with its original construction or such other plans and specifications as are approved by the Board of Directors.

Section 7.3. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the insurance trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair.

(b) Surplus. The first monies disbursed in payment of the cost 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 the reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners in proportion to

their Common Element Interests and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

Section 7.4. When Reconstruction Is Not Required. Unless the Condominium is terminated, if the Board of Directors elects not to repair damage to the Common Elements, the Board of Directors shall use the insurance proceeds to remove all remains of the damaged improvements and restore the site to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be added to the reserve or distributed among all Unit Owners in equal shares as the Board of Directors shall determine. If the Condominium shall be terminated pursuant to the Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the insurance trustee among all Unit Owners in equal shares, after first paying out of the share of each Unit Owner the amount of any unpaid assessments and liens on the Unit.

Section 7.5. Repair and Reconstruction of Units. In the event of a partial loss or total destruction of a Unit, the Unit Owner shall proceed promptly to repair or to reconstruct the damaged Unit in a manner consistent with the original construction or such other plans and specifications as are approved by the Board of Directors. The Unit Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

ARTICLE 8

Compliance and Default

Section 8.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Act, the Declaration and Bylaws and the Rules and Regulations, as any of the same may be amended from time to time. In addition to the remedies provided in the Act, a default by a Unit Owner shall entitle the Association, acting through its Board of Directors or through the Managing Agent to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable to the Association or to any affected Unit Owner for the expense of all maintenance, repair or replacement rendered necessary by such Unit Owner's act, neglect or carelessness or the act, neglect or carelessness of any member of such Unit Owner's household or such Unit Owner's guests, invitees, tenants, employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Act, the Declaration and Bylaws and the Rules and Regulations by any Unit Owner (or any member of such Unit Owner's household or such Unit Owner's guests, invitees, tenants, employees, agents or licensees) may be assessed against such Unit Owner.

(b) Costs and Attorney's Fees. In any action arising out of any alleged default by a Unit Owner, the Association shall be entitled to recover the costs of such action and such reasonable attorney's fees incurred, irrespective of whether litigation was initiated. The purpose and objective of this provision is to allow the Association to be made whole when incurring costs and attorney's fees related to enforcement action for issues to which the Association has the authority to enforce.

(c) No Waiver of Rights. 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 the Condominium Instruments or the Act shall not constitute a waiver of the right of the Association, the Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Condominium Instruments or the Act or at law or in equity.

(d) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any provision of the Condominium Instruments or the Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws and subject to the notice provisions of Section 5.8: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (iii) to use self-help to remove or cure any violation of the Condominium Instruments or the Rules and Regulations on the Common Elements or in any Unit; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted.

(e) Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and 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 these Bylaws 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, by any aggrieved Unit Owner and shall not constitute an election of remedies.

(f) Charges. The Board of Directors may adopt Rules and Regulations permitting the Association to assess reasonable charges against Unit Owners for violations of the Rules and Regulations, the Condominium Instruments or the Act by the Unit Owner, the members of such Unit Owner's household or such Unit Owner's guests, invitees, tenants, agents,

licensees or employees. No charge may be assessed for a single violation in an amount more than the maximum amount permitted by the Act. If a Unit Owner requests in writing a hearing by the Board of Directors before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collectible as such.

Section 8.2. Lien for Assessments.

(a) Lien. The total annual assessment of each Unit Owner for Common Expenses or any special assessment, or any other sum duly levied (including without limitation fines, interest, late charges, etc.) pursuant to these Bylaws, is hereby declared to be a lien levied against the Unit as provided in the Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than seven days after delivery to the Unit Owner of notice of such special assessment or levy.

(b) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the Commonwealth of Virginia, by power of sale pursuant to Section 8.3 hereof or action in the name of the Board of Directors, acting on behalf of the Association. During the pendency of such suit the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the Commonwealth of Virginia.

(c) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 8.3. Subordination and Mortgage Protection. 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 or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a first Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 9

Amendment To Bylaws

Section 9.1. Amendment by Unit Owners. Except as provided in Section 9.2, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of at least seventy-five (75%) of the Unit Owners.

Section 9.2. Amendment by Board of Directors. The Board of Directors may amend the Bylaws as necessary to bring any provision into compliance with any applicable statute, governmental rule or regulation or judicial determination.

ARTICLE 10

Miscellaneous

Section 10.1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, and any other manner permitted by the Act, including email, or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the addresses of the Unit of such Unit Owner, or (ii) 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 such person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 10.2. Captions. The captions 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.

Section 10.3. Gender. 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.

Section 10.4. Construction. These Condominium Instruments are intended to comply with all of the applicable provisions of the Act and shall be so interpreted and applied.

IN WITNESS WHEREOF, pursuant to the requisite approval of the Association's Members, the Board of Directors has caused these Restated and Amended Bylaws to be executed on behalf of The Green Association on this 26th day of October, 2024.

THE GREEN ASSOCIATION

By: _____
President

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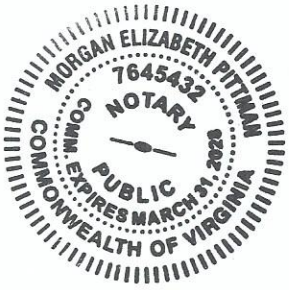
COMMONWEALTH OF VIRGINIA)
COUNTY/CITY OF Lancaster) to wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Daniel R Bellier, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction and as President of The Green Association.

GIVEN under my hand and seal this 17th day of December, 2024.

Morgan Elizabeth Pittman (SEAL)
Notary Public

My commission expires: 03/31/28
Notary Registration #: 7645432



INSTRUMENT 240002261
RECORDED IN THE CLERK'S OFFICE OF
LANCASTER COUNTY CIRCUIT COURT ON
DECEMBER 17, 2024 AT 01:54 PM
DIANE H. MUMFORD, CLERK
RECORDED BY: DHM