

AMENDED AND RESTATED DECLARATION
FOR
THE VILLAGES AT BLUE RIDGE PASSAGE RESORT, A CONDOMINIUM

Del to: Pamela Wiggins

ARTICLE I
CREATION; DEFINED TERMS

SECTION 1.1. Creation of Condominium. Pursuant to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia (the "Condominium Act"), Blue Ridge Passage Resort, Inc. (the "Original Declarant") recorded a Declaration in the Clerk's Office of Patrick County, Virginia on July 10, 2003, as Instrument #030002300 (the "Original Declaration"), for the purpose of establishing a condominium known as The Villages at Blue Ridge Passage Resort, a Condominium (the "Condominium"). The Condominium consists of land located in Patrick County, Virginia, together with all improvements thereto and all easements, rights and appurtenances thereunto appertaining, as more particularly shown on the attached **Exhibit 1** (the "Property").

SECTION 1.2. Unit Owners Association. On July 11, 2003, The Villages at Blue Ridge Passage Resort Unit Owners Association, Inc. (the "Association") was created by the Original Declarant. The Declarant control period has ended and on February 17, 2010, control of the Association was turned over to the Unit Owners.

SECTION 1.3. Defined Terms. Except as otherwise defined herein or in Section 1.3 of the Bylaws of the Condominium, all terms used in the condominium instruments shall have the meanings specified in Section 55-79.41 of the Condominium Act.

ARTICLE II
BUILDINGS; UNIT BOUNDARIES

SECTION 2.1. Locations and Dimensions of Buildings. The location and dimensions of each building on the Property are depicted on the Plats recorded together with the Original Declaration and attached hereto as **Exhibit 2**.

SECTION 2.2. Units. The location of units within each building and their dimensions are depicted on the Plans recorded together with the Original Declaration and attached hereto as **Exhibit 2**. Each Unit has an Equal Common Element Interest.

SECTION 2.3. Unit Boundaries. The boundaries of each unit are as follows:

- (a) **Horizontal (upper and lower) Boundaries:** The upper and lower boundaries of the unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

1. **Upper Boundary:** The horizontal plane of the bottom surface of the wooden joist of the ceiling.
 2. **Lower Boundary:** The horizontal plane of the top surface of the undecorated concrete floor slab or wood subflooring (as the case may be).
- (b) **Vertical (perimetric) Boundaries:** The vertical boundaries of the units are vertical planes which include the back surface of the wallboard of all walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.
- (c) The unit includes the room containing the heating and/or cooling apparatus serving only that unit (whether or not located within the unit boundaries). Any portion of a utility system or other apparatus serving more than one unit (e.g., pipes, conduits, ducts) which is located partially within and partially outside the unit (including, without limitation, the fire protection sprinkler system) is part of the Common Elements. Any portion of a utility system serving only one unit which is located outside the unit is a Limited Common Element appurtenant to that unit.

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 the Unit Owners and the Association.

SECTION 2.5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between units and subdivisions of units is permitted subject to compliance with the provisions of the Bylaws and Sections 55-79.69 and 55-79.70 of the Condominium Act.

SECTION 2.6. Allocation of Undivided Interest in Common Elements. Unit Owners shall each own an equal undivided interest in all Common Elements. Should additional units be added by the expansion of the Condominium, then the percentage ownership will be reallocated equally with the new owners.

ARTICLE III COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

SECTION 3.1. COMMON ELEMENTS. All portions of the condominium Property that are not condominium units shall be Common Elements. This should include all roadways, parking lot areas (except designated parking spaces), gazebos, grass, landscape and wooded areas. Each unit owner shall own his unit in fee simple, absolute, in addition to an undivided fee simple interest, as a tenant in common, with the other unit owners, in the Common Elements. Each unit has appertaining to it an equal undivided interest in the Common Elements.

SECTION 3.2. LIMITED COMMON ELEMENTS. Virginia Code Section 55-79.50(e) and Section 55-79.57 shall control the determination of all matters concerning limited common elements,

except as modified herein. The location of the limited common elements are shown on the Plats and Plans recorded together with the Original Declaration, and shall include fireplaces, decks, porches and outside stairs to the porches.

**ARTICLE IV
EASEMENTS**

SECTION 4.1 Easement for Use of Common Elements.

- (a) **Grant of Easement.** Each unit owner and each person lawfully residing in a dwelling unit within the Condominium located on any portion of the Property is hereby granted a non-exclusive easement for access to and use of any Common Element.
- (b) **Extent of Easement.** The easement created hereby shall be subject to the right of the Association to adopt rules and regulations governing the use of the Common Elements.
- (c) **Delegation of Use.** Any person having the right to use Common Elements may delegate such right to the members of such person's house-hold, tenants who reside on the land and to such other persons as may be permitted by the Association.
- (d) **Right to Use.** Each person having the right to use the Common Elements and each person to whom such right has been delegated shall comply with the rules and regulations regarding such use, as such rules and regulations may be established and amended from time to time by the Board of Directors. Such rights to use may be suspended upon failure of a unit owner to pay condominium assessments or upon failure to comply with such rules and regulations.

**ARTICLE V
AMENDMENT TO CONDOMINIUM INSTRUMENTS: REQUIRED CONSENT**

This Declaration may be amended as provided in the Condominium Act, as amended from time to time. No amendment of this Declaration may be made without approval of the required percentage of Mortgagees (as defined in the Bylaws) where such approval is provided for in the Bylaws or where such approval is required elsewhere in the condominium instruments or the Condominium Act.

[Signature page to follow]

(no signature page)
P. & Kappin

Exhibit 1

**The Villages at Blue Ridge Passage Resort, a Condominium
Submitted Land**

BEGINNING at a point located at the northeastern corner of that certain parcel of land designated as Parcel A Phase I (Submitted Land), containing 20.0741 acres, as shown on that certain plat of survey dated March 1, 2003, revised April 8, 2003 prepared by Fork Mountain Surveying and Mapping, Inc. thence from said point of BEGINNING S. 4°09'21" W. 259.45' to a point; thence S. 1°25'32" E. 40.41' to a point; thence S. 18°40'42" E. 268.83' to an iron rod; thence S. 87°04'01" W. 205.12' to an iron rod; thence S. 62°04'05" W. 209.87' to an iron rod; thence S. 80°22'17" W. 138.91' to an iron rod; thence S. 26°27'52" E. 180.06' to an iron rod; thence with a curved line to the right a chord bearing and distance of S. 69°39'27" W. 278.68' to an iron rod; thence S. 74°57'49" W. 530.34' to a point; thence S. 75°02'40" W. 118.94' to a point; thence with a curved line to the left a chord bearing and distance of S. 6°04'09" E. 46.49' to a point; thence S. 10°33'38" E. 23.26' to a point; thence with a curved line to the left a chord bearing and distance of S. 24°13'12" E. 106.62' to a point; thence S. 37°52'46" E. 25' to an iron rod; thence S. 57°58'58" W. 100.17' to an iron rod; thence S. 39°49'56" W. 38' to an iron rod; thence S. 35°11'05" W. 111.34' to a point; thence N. 35°07'15" W. 98.37' to a point; thence N. 42°56'55" W. 64.66' to a point; thence N. 17°13'17" W. 91.14' to a point; thence N. 2°48'48" E. 128.82' to a point; thence N. 19°11'54" E. 91.63' to a point; thence N. 6°26'55" E. 131.26' to a point; thence N. 6°19'43" E. 82.22' to a point; thence N. 29°50'07" E. 128.83' to a point; thence N. 24°58'51" E. 50.88' to a point; thence N. 59°08'41" E. 140.39' to a point; thence N. 64°03'24" E. 47.78' to a point; thence N. 48°21'18" E. 131.83' to a point; thence N. 76°22'13" E. 101.09' to a point; thence N. 17°26'43" E. 199.64' to a point; thence N. 65°58'43" E. 123.60' to a point; thence N. 55°34'53" E. 129.56' to a point; thence N. 48°30'52" E. 66.54' to a point; thence N. 53°19'13" E. 52.55' to a point; thence N. 65°40'07" E. 45.82' to a point; thence N. 74°24'22" E. 80.09' to a point; thence N. 70°26'02" E. 93.69' to a point; thence N. 79°33'16" E. 40.60' to a point; thence N. 69°12'30" E. 63.02' to a point; thence N. 60°49'08" E. 180.12' to a point; thence N. 65°08'14" E. 42.76' to the POINT OF BEGINNING.

Exhibit 2

**The Villages at Blue Ridge Passage Resort, a Condominium
Plats and Plans**

Plan of Survey

Parcel A, Parcel B, Parcel C, and Access Road The Villages at Blue Ridge Passage Resort

Survey property situated in the western side of the Blue Ridge, on the north side of US Highway 90 and in the Blue Ridge Mountainous District of Pulaski County, Virginia. Being Parcel A, B, and C of the Blue Ridge Villages at Blue Ridge Passage Resort which is a part of the same land that the Blue Ridge Passage Resort has a Virginia Corporation organized under the laws of the State of Virginia and is a subsidiary of a corporation organized in the State of Virginia. The Blue Ridge Villages at Blue Ridge Passage Resort is a part of the same land that the Blue Ridge Passage Resort has a Virginia Corporation organized under the laws of the State of Virginia and is a subsidiary of a corporation organized in the State of Virginia. The Blue Ridge Villages at Blue Ridge Passage Resort is a part of the same land that the Blue Ridge Passage Resort has a Virginia Corporation organized under the laws of the State of Virginia and is a subsidiary of a corporation organized in the State of Virginia.

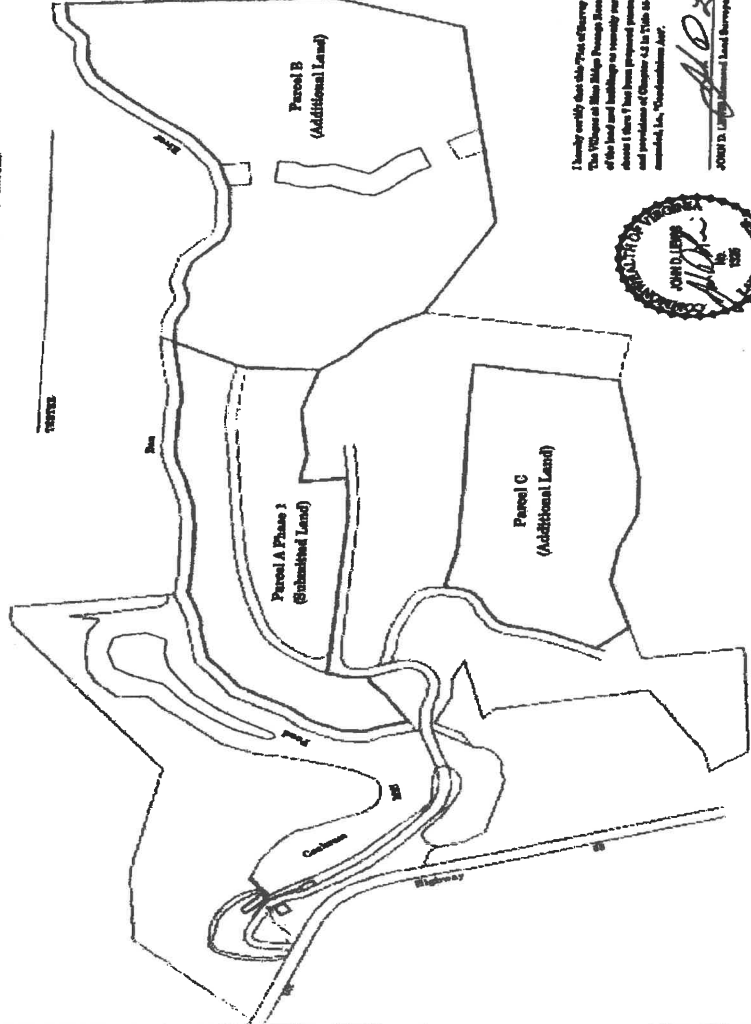
March 1, 2003
Revised April 8, 2003

Scale 1" = 100'



VERIFIED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PULASKI COUNTY, VIRGINIA, ON APRIL 8, 2003, THAT THIS MAP RECEIVED IN OFFICE AND APPROVED TO RECORD.

Location Map
Machones of Dist. (CRS) Quad
T14 to South
S4740P40W



General Notes

1. This property is shown hereon, does not show within the limits of a 100 Year Flood Boundary as designed by FEMA. This status is based on an inspection of the Flood Insurance Rate Map and has been verified by aerial field observation.
2. The boundary dimensions and abbreviations are shown in blue.
3. Subject to all easements, encroachments, conditions and rights set forth in the "Subdivision of Condominiums" and by documents recorded in the Office of the Clerk of the Circuit of Pulaski County.
4. Buildings shown as "Not Yet Begun" may be built in any color and the location may be subjected to 25' and 50' setbacks.

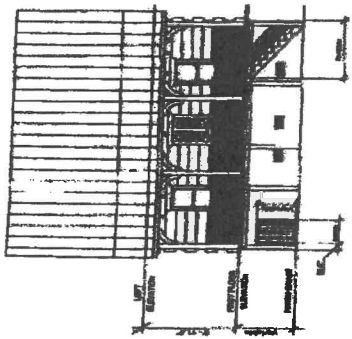
I hereby certify that this Plan of Survey of Parcel A, Parcel B, Parcel C and Access Road The Villages at Blue Ridge Passage Resort shown hereon is a true and correct representation of the land and buildings to be surveyed under my direction. I further certify that this Plan of Survey has been prepared pursuant to and in compliance with the requirements and provisions of Chapter 42.1 of the Code of Virginia (42.1-421) as amended, the Uniformed, Inc. "Subdivision Act".



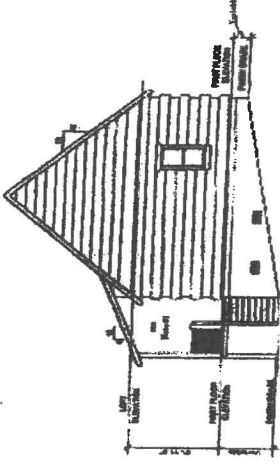
James H. Smith
Surveyor
8 April 2003

2003 B. Land Survey No. 1255

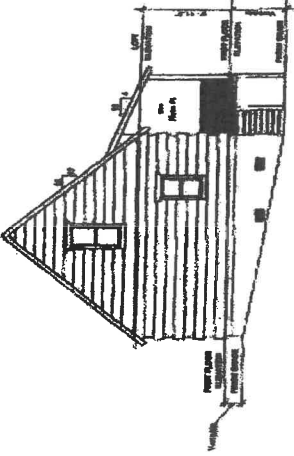
Recorded in the Office of the Clerk of the Circuit Court of Pulaski County, Virginia, on April 8, 2003.



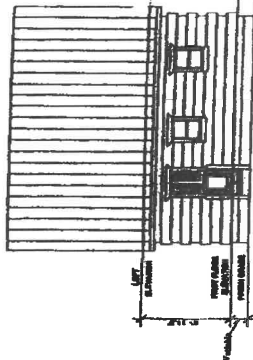
FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



REAR ELEVATION

I hereby certify that the information shown on this sheet is true and accurate to the best of my knowledge and belief, and that I am a duly licensed professional engineer in the State of Ohio. I further certify that this plan has been prepared in accordance with the requirements and provisions of Chapter 4733 of the Revised Code of Ohio, or any amendments thereto, and that I am a duly licensed professional engineer in the State of Ohio.

John A. Lums
JOHN A. LUMS Licensed Land Surveyor No. 1128
 Commercially of Dayton

Note: The porch measurement shown under the cabin and outside door is the porch of the cabin in Parcel A Phase 1 of "The Villages at Blue Ridge Passage Resort".

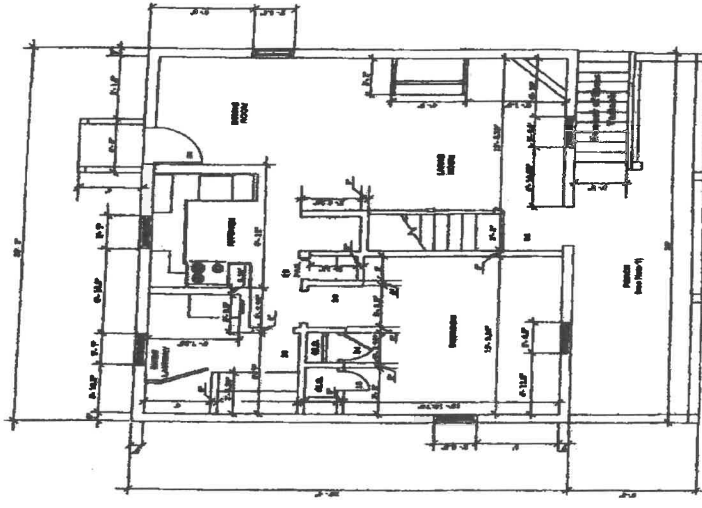


March 1, 2008
 Revised April 6, 2008

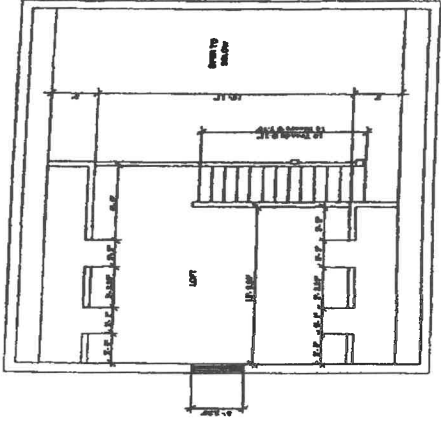
Cabins
 Parcel A Phase 1
 The Villages at Blue Ridge Passage Resort

Not to Scale

Prepared by
 John A. Lums
 Licensed Land Surveyor
 No. 1128



CABIN FLOOR PLAN



CABIN LOFT PLAN

Cabin
Parcel A Phase 1
The Villages at Blue Ridge Passage Resort

Not to Scale

March 1, 1993
Revised April 8, 1993

Note (1): The porch area, covered space under the eaves and outside stairs is the porch of the cabin in Parcel A Phase 1 in a "Limited Common Element".



I hereby certify that the information shown on this plan is a true and correct representation of the information furnished to me and was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Virginia. My license number is 1008. I am a member of the Virginia Council of Professional Engineers and Surveyors. My office is located at 1000 North 10th Street, Charlottesville, VA 22902.

J. L. Lewis
John L. Lewis - Licensed Professional Engineer
Charlottesville, Virginia

Prepared by
The Villages at Blue Ridge Passage
Resort, Inc.
Charlottesville, Virginia 22902
P.O. Box 1000

THE VILLAGES AT BLUE RIDGE PASSAGE RESORT, A CONDOMINIUM

TAX MAP NUMBERS	UNIT NUMBER
4415.00.138 J	22
4515.00.165 B	44
4415.00.138 O	27
4415.00.138 C	13
4515.00.165 E	47
4415.00.138 A	11
4415.00.138 D	14
4515.00.165 C	42
4415.00.138 I	21
4415.00.138 B	12
4415.00.138 P	28
4415.00.138 K	23
4415.00.138 H	18
4415.00.138 M	24
4415.00.138 Q	26
4415.00.138 G	17
4415.00.138 E	15
4515.00.165 A	43
4415.00.138 L	41
4415.00.138 F	16
4415.00.138 N	25
4515.00.165 K	26
4515.00.165 D	45

**AMENDED AND RESTATED BYLAWS
OF
THE VILLAGES AT BLUE RIDGE PASSAGE RESORT
UNIT OWNERS ASSOCIATION, INC.**

**ARTICLE I
GENERAL PROVISIONS**

SECTION 1.1. GOVERNING DOCUMENTS: On July 10, 2003, Blue Ridge Passage Resort, Inc. a Virginia corporation, as Declarant, recorded a Declaration in the Clerk's Office of Patrick County, Virginia as Instrument #030002300 (the "Original Declaration") in accordance with the Condominium Act of the Commonwealth of Virginia, creating a Condominium known as The Villages at Blue Ridge Passage Resort, a Condominium (the "Condominium"). The Declarant control period has ended and The Villages at Blue Ridge Passage Resort Unit Owners Association, Inc. (the "Association") desires to amend and restate the Bylaws of the Condominium, simultaneously with an amendment and restatement of the Original Declaration (as amended and restated, the "Declaration").

SECTION 1.2. BYLAWS APPLICABILITY: These Bylaws provide for the governance of the Condominium by the Association, pursuant to the requirements of Article 3, Chapter 4.2 of Title 55 of the Code of Virginia, as amended (the "Condominium Act"). If any provisions of these Bylaws conflicts with the provision of the Condominium Act, the provisions of the Condominium Act will control. Capitalized terms that are not defined in these Bylaws shall have the meaning given to them in the Declaration.

SECTION 1.3. COMPLIANCE: Pursuant to the provisions of Section 55-79.53 of the Condominium Act, every Unit Owner and all those entitled to occupy a Condominium Unit shall comply with these Bylaws.

SECTION 1.4. OFFICE. The office of the Condominium, the Association and the Board shall be located at such place as may be designated from time to time by the Board.

SECTION 1.5. DEFINITIONS. Terms used without definition have the meanings specified for such terms in the Declaration to which these Bylaws are attached, or if not defined in the Declaration, the meanings specified for such terms in Section 55-79.41 of the Condominium Act. The following terms have the following meanings in the condominium instruments:

(a) "Association" means the non-stock, non-profit Virginia corporation established for the purpose of administration of the Condominium. All Unit Owners will be members of the Association, which shall be responsible for maintenance, repair, renovation, replacement and operation of the Common Elements as well as those responsibilities identified in these Bylaws and in the Articles of Incorporation.

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

(c) "Common Elements" means all portions of the condominium other than the units.

(d) "Common Element Interest" means the interest owned by each unit in the Common Elements, common expenses, and votes in the Association. All units hold the same Common Element interest in the Condominium.

(e) "Limited Common Element" means a portion of the Common Elements reserved for the exclusive use of those entitled to the use of one or more, but not all, of the units.

(f) "Mortgagee" means an institutional lender holding a first mortgage or first deed of trust ("Mortgage") encumbering a condominium unit in the Condominium which has notified the Association of its status and has requested all rights under the condominium instruments. For the purposes of these Bylaws, when any right is to be given to a Mortgagee, the Board shall also give such right to any public or private secondary mortgage market entity participating in purchasing or guarantying Mortgages if the Board has notice of such participation.

(g) "Officer" means any person holding office pursuant to Article 4, but contrary to Section 55-79.41 of the Condominium Act, shall not mean members of the Board unless such directors are also Officers pursuant to Article 4.

ARTICLE II UNIT OWNERS ASSOCIATION

SECTION 2.1. MEMBERSHIP: Every person or entity who is the record owner of a fee or undivided fee interest in any Unit which is a part of the Condominium shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Unit Owner, whether one or more persons, shall have more than one membership per Unit. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

SECTION 2.2. ASSOCIATION RESPONSIBILITIES: The Unit Owners will constitute the Association, which shall have the responsibility of administering the Condominium, establishing the annual budget, establishing and collecting monthly assessments and arranging for the management of the Condominium. Except to those matters which either the Condominium Act or the Declaration specifically require to be performed by the Unit Owners, the administration of the foregoing responsibilities shall be performed by the Board.

SECTION 2.3. ANNUAL MEETINGS: The annual meetings of the Association shall be held in the fall of each year. The date, time and place of the meeting will be determined by the Board. At such meetings, there shall be elected by ballot of the Unit Owners a Board in accordance with the requirements of Article III of these Bylaws. The Unit Owners may also transact such other business of the Association as may properly come before them.

SECTION 2.4. SPECIAL MEETINGS: The President shall call a special meeting of the Unit Owners as directed by resolution of the Board or upon a petition signed by a majority of the Unit Owners. The

notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 2.5. NOTICE OF THE MEETING: The secretary shall send a notice of each annual or special meeting of the Association stating the purpose thereof, as well as the time and place where it is to be held, to each Unit Owner of record, at least twenty-one (21), but not more than fifty (50) days prior to the annual meeting, and at least seven (7), but not more than fifty (50) days prior to a special meeting. Such notice shall be sent by United States mail to all Unit Owners of record, or such notice may be emailed to each Unit Owner provided receiving notice by email has been consented to by the Unit Owner, in accordance with Section 55-79.75A of the Condominium Act.

SECTION 2.6. QUORUM: Except as otherwise provided in the Bylaws, the presence in person or by proxy of a "majority of Unit Owners" as defined below shall constitute a quorum. However, if a quorum is not present, the meeting may be adjourned and a subsequent meeting called no less than two (2) or no more than thirty (30) days after the time of the originally scheduled meeting. At such subsequent meeting a quorum shall consist of the presence in person or by proxy, of Unit Owners having more than twenty-five percent (25%) of the votes in the Condominium. As used in these Bylaws, the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the votes of the Condominium.

SECTION 2.7. ORDER OF BUSINESS: The order of business at all meetings of the Association shall be as follows:

- (a) Certification of a Quorum.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Report of Officers.
- (e) Report of Board.
- (f) Report of committees.
- (g) Election of directors (when so required).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

SECTION 2.8. Votes

(a) **Qualifications:** Wherever the approval or disapproval of a Unit Owner is required by the Condominium Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association. At every meeting of the Association, each of the Units shall have the right to cast one (1) vote. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit may be any record owner of said Unit, unless as other record owner of said Unit shall, at the time the vote is cast, object to the casting of said vote, in which event the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all record owners of the Unit. Any voting certificate executed pursuant to this section shall remain valid until revoked by a

subsequent certificate similarly executed. In the event that no certificate is supplied, no record owner shall be entitled to cast the vote.

(b) **Entity owner:** If a Unit is owned by an entity, the vote for such Unit may be cast by any natural person having authority to execute deeds on behalf of the entity; provided, further, that any vote cast by a natural person on behalf on the entity shall be deemed valid unless successfully challenged prior to adjournment of the meeting at which such vote was cast. All entity Unit Owners shall file with the Secretary a certificate identifying all persons authorized to vote on behalf of the entity. A certificate shall be valid until revoked by a subsequent certificate similarly executed and filed.

(c) **Voting:** Except where a greater number is required by the Condominium Act, the Declaration or these Bylaws, a majority vote is required to adopt decisions at any meeting of Association. "**Majority vote**" means more than fifty percent (50%) of the votes of the Unit Owners actually cast in person or by proxy at a duly held meeting at which a quorum is present.

(d) **Suspension of Voting Rights:** No Unit Owner may vote at any meeting of the Association or be elected to or serve on the Board if the Unit Owner is delinquent by more than sixty (60) days payment of any assessment and the amount necessary to bring the account current has not been paid within seventy-two (72) hours prior to the time of such meeting or election.

(e) **Proxies:** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting, and must meet the requirements concerning proxies set forth in the Virginia Condominium Act. Proxies shall be void unless signed by the Unit Owner and dated. The proxy shall terminate after the first meeting held on or after the date of that proxy or any recess or adjournment of that meeting held within thirty days and shall be filed with the Secretary. Where a Unit is owned by more than one person or the Unit Owner is not a natural person, the proxy must be signed by the person named in the certificate filed with the Secretary, as detailed under Sections 2.8(a) and (b) above. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty days after the date the proxy is signed.

ARTICLE III BOARD OF DIRECTORS

SECTION 3.1. NUMBER AND QUALIFICATION: The affairs of the Association shall be governed by a Board of Directors composed of no less than three (3) and no more than five (5) persons. No person shall be eligible for election as a member of the Board unless such person is (alone or together with one or more other persons) a Unit Owner or a Mortgagee (or a designee of a Mortgagee). No person affiliated with a Unit Owner nor any Unit Owner shall be elected as a director or continue to serve as a director if such person is more than sixty days delinquent in meeting financial obligations to the Association.

SECTION 3.2. POWERS AND DUTIES: The Board 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

law, these Bylaws or the Declaration directed to be exercised and done by the Unit Owners. The Board shall have further power:

(a) To adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of the Unit Owners, and their guest thereon, and to establish penalties for the infraction thereof;

(b) To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of these Bylaws or the Declaration;

(c) To declare the office of a member of the Board to be vacant in the event such number shall be absent from three consecutive regular meetings of the Board; and

(d) To enter into management agreements with third parties in order to facilitate efficient operation of the Condominium. The primary purposes of such management agreements shall be to provide for the administration of the Condominium, the maintenance, repair, replacement and operation of the Common Elements; water supply/wells, sewage, roads, landscaping, and the receipt and disbursements of funds as may be authorized by the Board. Any management agreement must provide for cancellation by the Association upon thirty (30) days' notice.

It shall be the further duty of the Board:

(a) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(b) To establish a budget for the Association's income and expense at least thirty (30) days in advance of each fiscal year, and to give written notice of a change at least thirty (30) days in advance of each fiscal year, and to give written notice of a change in annual assessments to each Unit Owner at least thirty (30) days in advance of each fiscal year;

(c) To make assessments against Unit Owners to defray the costs and expenses of the Condominium, and establish the means and methods of collecting such assessments from the Unit Owners.

(d) To issue, or to cause its duly authorized agent or an appropriate officer to issue, upon demand by a Unit Owner at any time a certificate setting forth whether the assessments on such Unit Owner's Unit has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid;

(e) To procure and maintain insurance and to perform all functions related thereto as provided for and in accordance with the terms of the Declaration;

(f) To cause the Common Elements to be maintained; and

(g) To notify a Mortgagee of any default hereunder by the Unit Owner of the unit subject to such Mortgage, if such default continues for more than sixty days.

SECTION 3.3. ELECTION AND TERM OF OFFICE: Directors shall be elected by the Unit Owners at the annual meeting of the Association. Directors shall be elected to serve a term of three (3) years. Except for resignation and removal, Directors shall hold office until their successors have been elected and qualify. A director may serve consecutive terms.

SECTION 3.4. VACANCIES: Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

SECTION 3.5. REMOVAL OR RESIGNATION OF DIRECTORS: At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there be elected to fill the vacancy they created. Any Director whose removal has been purposed by the Unit Owners shall be given the opportunity to be heard at the meeting. A director may resign at any time by giving written notice to an Officer. Resignation of a Director is effective when delivered unless the notice specifies an effective date which is not more than thirty (30) days after the date of the notice. A Director shall be deemed to have resigned automatically and without notice if not in attendance at three (3) consecutive regular meetings of the Board, if the minutes reflect the Board's removal of such Director for such absence.

SECTION 3.6. ORGANIZATIONAL MEETING: The first meeting of a newly elected Board shall be held within thirty (30) days of the election at such time and place as shall be fixed by a majority of the Directors. No notice of the organizational meeting shall be necessary if such meeting is held immediately following the annual meeting.

SECTION 3.7. REGULAR MEETINGS: Regular meetings of the Board 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 two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or electronic mail, at least three (3) business days prior to the date named for such meeting.

SECTION 3.8. SPECIAL MEETINGS: Special meetings of the Board may be called by the President on three (3) business days' notice to each Director, given personally or by mail, telephone or electronic mail, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

SECTION 3.9. WAIVER OF NOTICE: Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such

notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by such Director of the time, place and purpose of the meeting.

SECTION 3.10. QUORUM: At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If any meeting of the Board cannot be organized because a quorum is not in attendance, the Board members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 3.11. EXECUTIVE SESSION: All meetings of the Board shall be open to Unit Owners as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, discussion of contracts, litigation strategy or hearings of violations of the condominium instrument, as provided in Section 55-79.75(C) of the Condominium Act. Any final action taken by the Board in executive session shall be recorded in the minutes.

SECTION 3.12. CONDUCT OF MEETINGS: The President shall preside over all meetings of the Board and the Secretary 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 and proceedings occurring at such meeting.

SECTION 3.13. ACTION WITHOUT MEETING: Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board.

SECTION 3.14. COMPENSATION: No director shall receive compensation from the Condominium for acting as such.

SECTION 3.15. COMMITTEES: The Board may delegate portions of its responsibilities to committees established for that purpose.

SECTION 3.16. COVENANT COMMITTEE:

(a) **Purpose:** The Board may establish a Covenants Committee, consisting of three members appointed by the Board, each to serve for a one (1) year, in order to assure that the Condominium shall always be maintained in a manner: (i) providing for visual harmony and soundness of repair; (ii) avoiding activities detrimental to the esthetic or property values of the Condominium; (iii) furthering the comfort of the Unit Owners, their guests and tenants; and (iv) promoting the general welfare and safety of the Condominium community. If the Board does not establish a Covenants Committee the Board shall perform the duties of the Covenants Committee.

(b) **Powers:** The Covenants Committee shall regulate the external design appearance, use and maintenance of the Units and the Common Elements. The Covenants Committee shall have the power to impose reasonable application fees as well as the cost of reports, analysis, or consultations required in connection with improvements or changes proposed by a Unit Owner. The Covenants Committee shall have the power to impose reasonable charges (in accordance with Section 55-79.80:2 of the Condominium Act) upon, and issue a cease and desist request to, a Unit Owner's guest, invitees, or tenants, agents or employees whose actions are inconsistent with the provisions of the Condominium Act, the condominium instruments, the rules and regulations or resolutions by the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretation of the condominium instruments, rules and regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse such action, ruling or decision.

(c) **Authority:** The Covenants Committee shall have such additional duties, powers and authority as the Board may from time to time provide by resolution. The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board. The Covenants Committee shall act on all matters properly within forty-five (45) days; failure to do so within the stipulated time shall constitute an automatic referral of such matters to the Board for consideration.

SECTION 3.17. BOARD OF DIRECTORS AS AGENT: The Board shall have the power to act as agent for the Unit Owners of all 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 to fulfill all of its powers, rights, functions and duties. The Board 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 or the Property to: (i) adjust and settle all claims arising under insurance policies purchased by the Board, and (ii) execute and deliver releases upon the payment of claims. The powers set forth in this section are in addition to any rights granted by Section 55-79.80B of the Condominium Act.

ARTICLE IV OFFICERS

SECTION 4.1. DESIGNATION: The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The President and Vice President shall be Unit Owners and must be members of the Board. The Board shall appoint an assistant treasurer and an assistant secretary and such other officers as in its judgment may be necessary. The offices of the President and Secretary may not be held by the same person.

SECTION 4.2. ELECTION OF OFFICERS: The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and except for death, resignation or removal, shall hold office at the pleasure of the Board until a successor is elected.

SECTION 4.3. REMOVAL OF OFFICER: Any officer may be removed, either with or without cause, upon affirmative vote by a majority of the members of the Board, and his or her successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

SECTION 4.4. PRESIDENT: The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board; and have the responsibility of carrying out the directives of the Board and administering the affairs of the Association, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as the President may decide is appropriate to assist in the affairs of the Association.

SECTION 4.5. VICE PRESIDENT: The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint another member of the Board to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board or the President.

SECTION 4.6. SECRETARY: The Secretary shall: keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; have charge of such books and papers as the Board may direct; and, in general, perform all the duties incident to the office of the Secretary of a non-stock corporation.

SECTION 4.7. TREASURER: The Treasurer shall: be responsible for Association funds and securities; be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; and be responsible for all deposits of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

SECTION 4.8. COMPENSATION: No officer shall receive any compensation from the Association solely for acting as an officer.

ARTICLE V OPERATION OF THE PROPERTY

SECTION 5.1. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS AGAINST UNIT OWNERS:

(a) **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

(b) **Preparation and Approval of Budget.**

1. Prior to the Annual Meeting each year, the Board shall adopt a budget for the Association for the following fiscal year containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the units as to which it is the responsibility of the Association to maintain, repair and replace, 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 Property and the rendering to the unit owners of all related services.

2. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At or before the Annual Meeting, the Board shall make available to each unit owner a copy of the budget in a reasonably itemized form which sets forth the amount of the common expenses and any special assessment 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.

3. Assessments are used for the following services, without limitation:

- (a) Landscaping
 - 1. Grass cutting
 - 2. Weed eating
 - 3. Flower beds, mulch
- (b) Pump house electricity
- (c) Pump and well maintenance
- (d) Weekly trash removal
- (e) Maintenance of roads
 - 1. Gravel
 - 2. Grading and drainage
- (f) Maintaining Cabin Information Center
- (g) Attorney Fees approved by the Board
- (h) Corporate Fees
- (i) General Liability Policy for Common Element
- (j) General Liability Policy for The Board
- (k) Annual Meetings
- (l) Postage and supplies

(c) Assessment and Payment of Common Expenses.

1. Subject to the provisions of Section 9.1(a), the total amount of the estimated funds required from assessments for the operation of the Property set forth in the budget adopted by the Board shall be assessed against each unit owner equally. The assessment for common expenses shall be a lien against each unit owner's unit as provided in Section 9.2. On

or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each unit owner shall be obligated to pay to the Board or the managing agent (as determined by the Board), one-twelfth of such assessment. Within ninety days after the end of each fiscal year, the Board shall supply to all unit owners, and to each Mortgagee requesting the same, an itemized account of the common expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board, be placed in reserve accounts, be placed in a special account to be expended solely for the general welfare of the unit owners, be credited according to each unit owner's Common Element Interest to the next periodic installments due from unit owners under the current fiscal year's budget, until exhausted, or distributed to the unit owners. Unless the Board directs otherwise, any net shortage shall be assessed promptly against the unit owners equally and shall be payable either: (1) in full with payment of the next periodic assessment which is due more than ten days after delivery of notice of such further assessment; or (2) in not more than six equal periodic installments, as the Board may determine.

2. Any common expenses paid or incurred shall be assessed equally against the condominium units involved, and any common expenses paid or incurred in providing metered utility services to some or all of the units shall be assessed against each condominium unit involved based on its actual consumption of such services. Any common expenses benefitting less than all of the units, or caused by the conduct of less than all those entitled to occupy the same or by their licensees or invitees, shall be specifically assessed proportionately against the unit or units involved, as determined to be equitable in the judgment of the Board.

Further, the Board may assess other expenses on other bases to the extent permitted by Section 55-79.83 of the Condominium Act.

(d) **Reserves.** Included in the monthly common expense assessment shall be an amount to enable the Board to build up and maintain reasonable reserves for working capital, operations (including losses due to insurance deductibles), contingencies and replacements. If the Board determines that reserves are excessive, the reserves may be adjusted by reallocation to other budget items or by distribution to the unit owners. If the reserves are inadequate for any reason, including non-payment of any unit owner's assessment, the Board may at any time levy a further assessment, which shall be assessed against the unit owners equally, and which may be payable in a lump sum or in installments as the Board may determine. The Board shall serve notice of any such further assessment on unit owners by statements in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next periodic payment which is due more than ten days after the delivery of such notice of further assessment. All unit owners so notified shall be obligated to pay the adjusted periodic amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in subsection (c).

(e) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a unit owner's obligation to pay the allocable share of the common expenses as provided in these Bylaws 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 periodic installment at the rate established for the previous fiscal year until notified of the periodic payment which is due more than ten days after such new annual or adjusted budget is adopted.

SECTION 5.2. PAYMENT OF COMMON EXPENSES: Each unit owner shall pay the common expenses assessed by the Board pursuant to the provisions of Section 5.1. 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 that 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 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 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 ten days following a written request therefor to the Board 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 unit by virtue of foreclosure or by deed 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 date of foreclosure, or the date it takes title or possession of the unit, whichever occurs first. Mortgagees may also be responsible for claims for a prorata share of such assessments or charges resulting from a prorata allocation of such assessments or charges to all units including the mortgaged unit.

SECTION 5.3. COLLECTION OF ASSESSMENTS: The Board, or the managing agent at the request of the Board, shall take prompt action to collect any assessments for common expenses due from any unit-owner which remain unpaid for more than thirty days after the due date. If a unit owner is delinquent for more than sixty days, the Board may file a memorandum of lien in compliance with Section 55-79.84 of the Condominium Act prior to the ninetieth day, unless the Board decides by a two-thirds vote not to do so. Any assessment, or installment thereof, not paid within ten days after due shall accrue a late charge in the amount of twenty dollars (\$20.00), or such other amount as may be established from time to time by the Board.

SECTION 5.4. STATEMENT OF COMMON EXPENSES: The Board 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 may impose a reasonable charge for the preparation of such statement to cover the cost of preparation, so long as it does not exceed the amount allowed by the Condominium Act.

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 other than the building containing each Unit, and other than the Limited Common Elements. Limited Common ElementThe cost of such maintenance, repair and replacement shall be charged to all unit owners as a common expense; provided, however, that the Board may elect not to do so if in the opinion of a majority of the Board such maintenance, repair or replacement was necessitated by the act, neglect or carelessness for which a unit owner is responsible pursuant to Section 9.1(a) or the Board determines that, in their judgment, the repairs will benefit only a portion of the unit owners and as such is inequitable. Limited Common ElementCommon ElementThe Association's maintenance responsibility includes, without limitation, the land around each Unit, the road from Highway 58 to the last Unit on the hill, main entrance to Units, driveways, water wells, pump house, water and sewer lines, landscaping and flowerbeds, and information center.

(b) By the Unit Owner.

1. Unit and Building. The Association is not responsible for any exterior maintenance, repairs or replacement to a building containing a unit. Each unit owner shall perform all maintenance, repairs and replacements for the unit, and the interior and exterior of the building containing the unit (including without limitation roof, windows, foundation, doors and walls), and all of the components of the building and unit including its equipment, appliances, HVAC and appurtenances, and shall maintain such items in good order, condition and repair and in a clean and sanitary condition. Each unit owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other unit owners.

2. Limited Common Elements, etc. The unit owner of any unit to which a Limited Common Element is appurtenant (including without limitation fireplace, porch, deck planks, crawl space, outside stairs or deck) shall perform all maintenance, repairs and replacements for such Limited Common Elements, including keeping them in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water.

3. Storage, etc. Any unit owner permitted by the Board to use a specific portion of the Common Elements for storage or for other exclusive use is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

(c) Manner of Repair and Replacement. All maintenance, repairs and replacements shall be substantially similar to the original construction (including type, size and color) and installation and shall be of first-class quality, but may be done with contemporary building materials and equipment.

SECTION 5.6. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE BOARD: Whenever in the judgment of the Board the Common Elements (other than the unit, the building containing the unit and the Limited Common Elements) shall require additions, alterations or improvements costing in excess of ten percent of the total annual assessment for common expenses for that fiscal year during any period of twelve consecutive months, the making of such additions, alterations or improvements requires a Majority Vote, and the Board shall assess all unit owners benefitted for the cost thereof as a common expense. Any additions, alterations or improvements costing less than ten percent of the total annual assessment for common expenses for that fiscal year during any period of twelve consecutive months may be made by the Board without approval of the unit owners and the cost thereof shall constitute a common expense, depending on the nature of the additions, alterations or

improvements. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent of the directors, such additions, alterations or improvements are primarily for the benefit of the unit owners requesting the same, such requesting unit owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, such requesting unit owners shall be assessed therefor in such proportion as may be determined by the Board, in their sole discretion.

SECTION 5.7. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE UNIT OWNERS: No unit owner shall make any structural addition, alteration or improvement in or to the unit without the prior written consent of the Board or the Covenants Committee, as appropriate. No unit owner shall paint or alter any Common Element or 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. The Board shall be obligated to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within forty-five days after such request. 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, then the application shall be executed on behalf of the Association by an authorized Officer only, without, however, incurring any liability on the part of the Board, 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. Subject to the approval of any Mortgagee of the affected units, the Board and any unit owner affected, any unit may be subdivided or may be altered so as to relocate the boundaries between such unit and any adjoining units. The Secretary shall record any necessary amendment to the Declaration to effect such action as provided in Sections 55-79.69 or 55-79.70 of the Condominium Act.

SECTION 5.8. RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS; RULES AND REGULATIONS:

Each unit and the Common Elements shall be occupied and used as follows:

(a) The porches and decks are to be kept clean, free of rotten boards. Furniture and other decorations should provide an esthetic view.

(b) All vehicles shall be parked within the parking spaces allotted for each Unit. No recreational vehicles, vehicle repairs, except for emergency situations, no car washes, no junk or derelict vehicles, or vehicles without license plates, are to be kept on any Common Element. Recreational Vehicles may be parked in designated parking for a maximum of 30 days. Vehicles referenced above may be towed at the owner's expense.

(c) Domestic pets are permitted. The owner is responsible for flea treatment and cleaning feces from lawn of the Common Elements. All dogs are to be accompanied and leashed when outside: however, no dog is to be left on a leash outside for an extended period of time.

(d) The Association prohibits the boarding and breeding of animals, livestock, or any animals that are maintained for commercial purposes. Any Unit Owner (including their guests or tenants), who keeps or maintains any domestic pet or guide animal accepts full responsibility for the pet and shall indemnify and hold harmless the Association and other Unit Owners from any loss, claim or liability of

any kind related to a Unit Owner's pet. The Board may require the removal from the Condominium of any domestic pet or guide animal that causes a disturbance, makes excessive noise, and is aggressive toward people or other domestic pets.

(e) Only signs that have a prior written approval by the Board may be erected, posted or displayed. No "for sale" signs in windows. The foregoing provisions of this paragraph shall not apply to a Mortgagee in possession of a Unit as a result of a foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(f) Washers, dryers and other major appliances may be installed in a Unit without the prior written approval of the Covenants Committee.

(g) No shrubs, trees or vegetation may be planted without prior written permission of the Covenant Committee or Board.

(h) No antennas or Satellite Dishes are allowed on the Common Elements.

(i) Noise should be kept to a minimum, and all noise should be quieted by 11:00 pm.

(j) Trash should be kept in bags until deposited in the dumpster, which is located on Chapel Road. Secure outside trash can lids, as the wind and animals can spread trash all over the Common Elements.

(k) The exterior color of all Units are to remain gray, and all exterior doors are to be red or white. Any deviance in exterior color must have written prior approval from the Covenant Committee and/or the Board *before* changes.

Each unit and the Common Elements shall be occupied and used in compliance with the foregoing rules and regulations, which may be promulgated and changed by the Board without the requirement of an amendment to the condominium instruments. Copies of the rules and regulations shall be furnished by the Board to each unit owner. Changes to the rules and regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each unit owner upon request.

ARTICLE VI INSURANCE

SECTION 6.1. INSURANCE COVERAGE: The Board shall obtain on behalf of the Condominium such insurance as may be reasonably necessary in order to effectively indemnify the officers and directors of the Association, and a General Liability Insurance Policy to effectively indemnify the Unit Owners in connection with their use of the Common Elements. The cost of such insurance shall constitute a Common Expense.

SECTION 6.2. OTHER INSURANCE: The Board shall obtain and maintain:

(a) a blanket fidelity bond or employee dishonesty insurance policy insuring the Association against losses resulting from theft or dishonesty committed by the officers, directors, or persons employed by the Association, or committed by the Managing Agent or employees of the Managing Agent. Such bond or insurance policy shall provide coverage in an amount equal to the lesser of one million dollars (\$1,000,000) or the amount of reserve balances of the Association plus one-fourth of the aggregate annual assessment of the Association. The minimum coverage amount shall be ten thousand dollars (\$10,000). The Board of Directors or Managing Agent may obtain such bond or insurance on behalf of the Association;

(b) if required by any governmental or quasi-governmental agency, flood insurance in accordance with the then applicable regulations of such agency;

(c) workers' compensation insurance if and to the extent necessary to meet the requirements of law; and

(d) such other insurance as the Board may determine or as may be requested from time to time by a Majority Vote.

SECTION 6.3. SEPARATE INSURANCE: Each unit owner shall have the right to obtain insurance for such unit owner's benefit, at such unit owner's expense, covering the unit and/or the building containing such unit and such unit owner's personal property and personal liability, as well as any improvements made to the unit by such unit owner (under coverage normally called "improvements and betterments coverage"); provided, however, that no unit owner shall be entitled to exercise this right to acquire or maintain such insurance coverage so as to decrease the amount which the Board, 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.

ARTICLE 7 LIABILITY AND INDEMNIFICATION

SECTION 7.1. LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS: The Association shall indemnify every officer and director of the Association against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which he or she may be a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Condominium (except to the extent that such officers or directors may also be owners of Condominium Units) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liabilities to others on account of any such contract or commitment. Any right to

indemnification provided herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association, may be entitled.

SECTION 7.2. COMMON OR INTERESTED DIRECTORS: The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Condominium. No contract or other transactions between the Association and one (1) or more of its directors, or between the Association and any corporation, firm or association in which one (1) or more of the directors of the Condominium are directors or officers or are pecuniary or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact that the common directorate or interested disclosed or known to the Board 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 the Association, or a majority thereof, and they approve or ratify the contract or transaction in good faith or by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Condominium at the time it is authorized, ratified, approved or executed.

Common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such Condominium or not so interested.

SECTION 7.3. UNIT OWNERS: The liability of any Unit Owner arising out of any contract made by the officers or 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 ownership of a Common Element Interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by such Unit Owner's Common Element Interest. Every agreement made by the officers, the 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 thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by such Unit Owner's Common Element Interest. The Association shall indemnify and hold harmless any Association committee member from and against all liability to others arising out of the due exercise of such member's responsibilities unless such member's action shall have been taken in bad faith or contrary to the provisions of the Condominium Act or the condominium instruments. 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 such person is or was an officer, director or committee member of the Association against expenses (including

attorneys' fees), judgments, fines and amounts paid in settlement incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Condominium.

SECTION 7.4. ASSOCIATION: The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a common expense, or for injury or damage to person or property caused by the elements or by any Unit Owner, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, 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, or with the order or directive of any governmental authority.

ARTICLE 8 MORTGAGES

SECTION 8.1. NOTICE TO BOARD. A unit owner who mortgages the unit shall notify the Association's President or Secretary of the name and address of the lender. A unit owner who conveys his or her unit in fee shall, within 30 days of such conveyance, give written notice to the Association's President or Secretary, giving the name and mailing address of the new unit owner. The Association shall maintain such information in a book entitled "Unit Owners and Lenders."

SECTION 8.2. NOTICE TO MORTGAGEES. The Board shall give such notices to Mortgagees as are required by the Condominium Act or other applicable law. In addition, the Association shall, at the request of a Mortgagee, report any unpaid assessments due from a unit owner.

SECTION 8.3. NOTICE OF AMENDMENT OF CONDOMINIUM INSTRUMENTS. The Board shall give notice to all Mortgagees at least seven days prior to the date on which the unit owners, in accordance with the provisions of these Bylaws, materially amend the condominium instruments.

SECTION 8.4. OTHER RIGHTS OF MORTGAGEES. All Mortgagees or their representatives shall have the right to attend and to speak at meetings of the Association. All such Mortgagees shall have the right, upon reasonable notice to the Secretary and during the Mortgagee's business hours, to examine the condominium instruments, rules and regulations and books and records of the Condominium, and to require the submission of the annual budget.

ARTICLE 9 COMPLIANCE AND DEFAULT

SECTION 9.1 RELIEF. Each unit owner shall be governed by, and shall comply with, all of the terms of the Condominium Act, condominium instruments and rules and regulations, as any of the same may be amended from time to time. In addition to the remedies provided in Section 55-79.53 of the Condominium Act, a default by a unit owner shall entitle the Association, acting through its Board 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, agents or employees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board. 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 Condominium Act, the condominium instruments 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, agents or employees) may be assessed against such unit owner's unit.

(b) **Costs and Attorney's Fees.** In any proceedings arising out of any alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) **No Waiver of Rights.** The failure of the Association, the Board or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium instruments or the Condominium 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 or any unit owner pursuant to any term, provision covenant or condition of the condominium instruments or the Condominium 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 Condominium Act or at law or in equity.

(d) **Interest.** In the event of a default by any unit owner in paying any sum assessed against the condominium unit other than for common expenses which continues for a period in excess of fifteen days, interest from the due date at a rate not to exceed the lower of the maximum permissible interest rate which may be charged by an institutional lender at such time or eighteen percent per annum may be imposed in the discretion of the Board on the principal amount unpaid from the date due until paid.

(e) **Abating and Enjoining Violations by Unit Owners.** The violation of any of the rules and regulations adopted by the Board, the breach of any provision of the condominium instruments or the Condominium Act shall give the Board the right, in addition to any other rights set forth in these Bylaws: (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 shall not thereby be deemed guilty in any manner of trespass; (ii) to use self-help to remove or cure any violation of the condominium instruments or the rules and regulations on the Common Elements (including, without limitation, the towing of vehicles) or in any unit; or (iii) to enjoin, abate or remedy by appropriate legal proceeds, either at law or in equity, the continuance of any such breach; **provided, however,** that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted.

(f) **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, the managing agent or, if appropriate, by any aggrieved unit owner and shall not constitute an election of remedies.

(g) **Charges.** In accordance with Section 55-79.80:2 of the Condominium Act, the Board may levy reasonable charges against unit owners for violations of the Condominium Act, the condominium instruments or the rules and regulations by the unit owner, the members of such unit owner's household, or such unit owner's guests, invitees, tenants, agents or employees. No charge may be levied for a single violation in an amount more than the lesser of (i) the maximum amount permitted by Section 55-79.80:2B of the Condominium Act, or (ii) one percent of such unit owner's annual assessment. Each day a violation continues, after notice is given to the unit owner, is a separate violation. If a unit owner requests in writing a hearing 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.

(h) **Other Remedies.** In accordance with Section 55-79.80:2 of the Condominium Act, the Board may suspend or revoke a unit owner's privileges for a reasonable period not to exceed the duration of the default or violation if payment of the assessment on the unit is delinquent more than thirty days or for any other violation of the condominium instruments or the rules and regulations.

SECTION 9.2. 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, charges, interest, late charges, etc.) made pursuant to these Bylaws, is hereby declared to be a lien levied against the condominium unit of such unit owner as provided in Section 55-79.84 of the Condominium 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. The Board or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

(b) **Acceleration.** In any case where an assessment against a unit owner is payable in installments, upon a default by such unit owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting unit owner and such unit owner's Mortgagee by the Board or the managing agent.

(c) **Enforcement.** The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the Commonwealth of Virginia in the name of the Board, or the managing agent, acting on behalf of the Association.

(d) **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 9.3. SUBORDINATION AND MORTGAGE PROTECTION. Notwithstanding any other provisions 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 a Mortgagee if the Mortgage was 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 X AMENDMENT; MISCELLANEOUS

SECTION 10.1. AMENDMENTS: These Bylaws may not be modified or amended except as provided in Section 55-79.71 of the Condominium Act All amendments to these Bylaws shall be prepared by the Secretary or President of the Association and shall be recorded among the land records of Patrick County, Virginia.

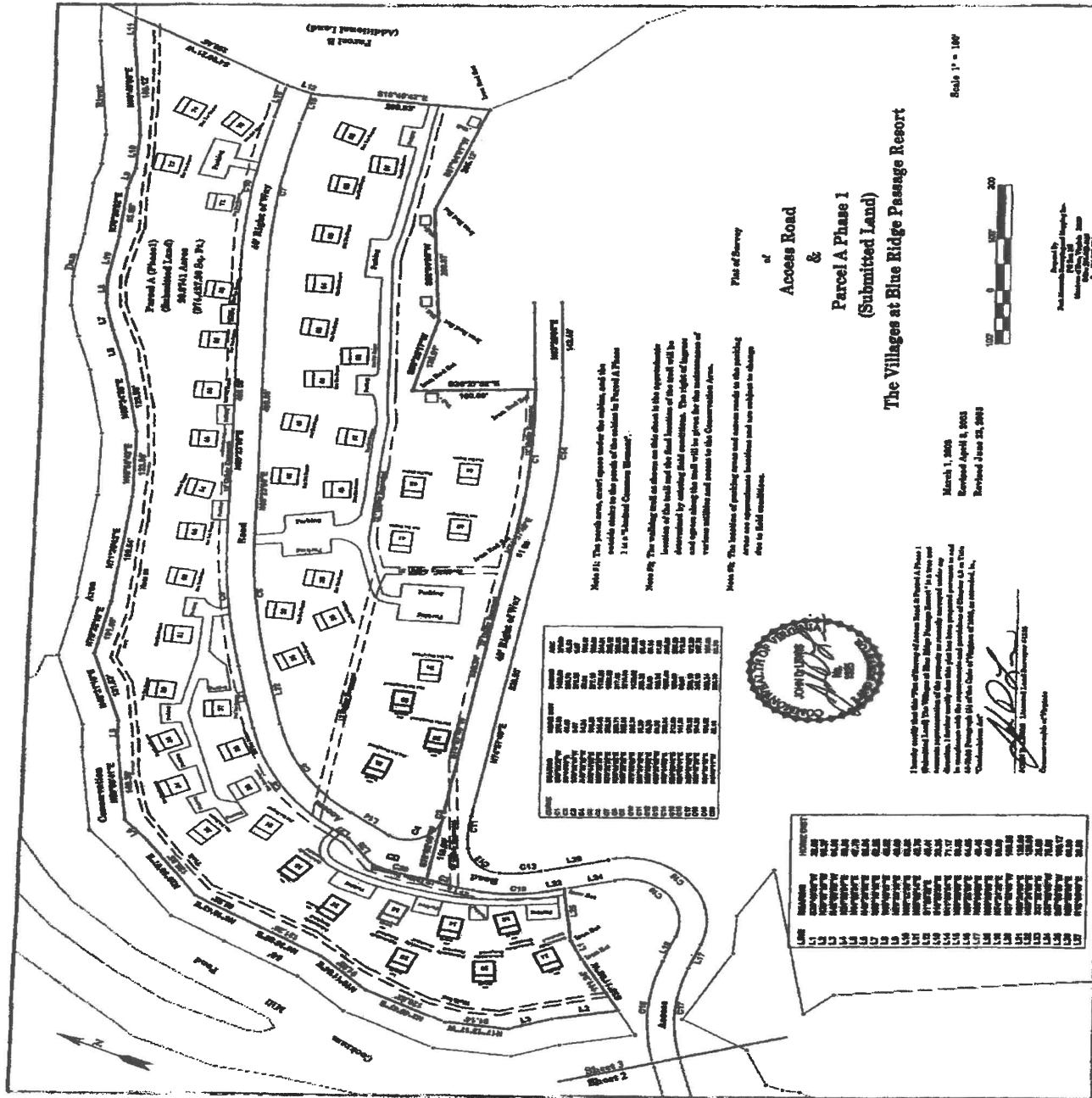
SECTION 10.2. NOTICES: Unless otherwise expressly set forth in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid (pursuant to Section 55-79.75 of the Condominium Act) or if notification is of a default or lien, sent by 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 (ii) if to the Association, the Board 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 (1) person, each such person who designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

SECTION 10.4. CAPTIONS: The captions 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 10.5. CONSTRUCTION: These Condominium instruments are intended to comply with all of the applicable provisions of the Condominium Act and shall be so interpreted and applied. The failure to comply strictly with the time periods required by the Condominium instruments, unless also required by the Condominium Act, shall not invalidate any action of the Board or the Association in the absence of a written objection by a Unit Owner or a Mortgagee within ten (10) days after the failure to comply.

SECTION 10.6. BOOKS AND RECORDS: The Declaration, Bylaws, books, records and papers of the Association shall at all times, during reasonable business hours, and upon reasonable notice to the Secretary, be subject to inspection by any Unit Owner or Mortgagee.

**EXHIBIT A
PLATS AND PLANS**



Scale 1" = 100'



Prepared by
 J. H. ...
 ...
 ...

The Villages at Blue Ridge Passage Resort

Parcel A Phase 1
 (Submitted Land)

Access Road

at

Site of Survey
 Area not permanently established and is subject to change
 due to field conditions.

Note 1: The ponds are, except where noted, the existing and the newly added to the ponds of the village in Parcel A Phase 1 & 2 (Submitted Land).

Note 2: The building footprints shown on this plan are the approximate locations of the buildings and the final location of the buildings will be determined by zoning and other conditions. The right of way and easements shown on this plan are for the convenience of the owner and are not intended to be construed as a grant of any right or interest in the land.

Note 3: The location of existing and proposed roads is shown on this plan. The location of existing roads is shown with a solid line and the location of proposed roads is shown with a dashed line. The location of existing roads is shown with a solid line and the location of proposed roads is shown with a dashed line.

March 1, 2000
 Revised April 6, 2001
 Revised June 25, 2003

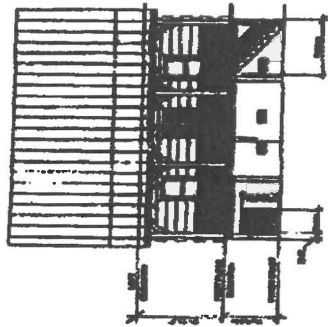
I hereby certify that this Plan of Survey of Access Road at Parcel A Phase 1 and Parcel B (Additional Land) of the Villages at Blue Ridge Passage Resort is a true and correct copy of the original as shown on the plan and that the same has been approved by me as the Surveyor of the County of ...

[Signature]
 Surveyor of the County of ...

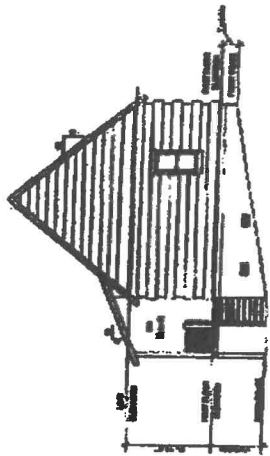


Station	Angle	Distance	Bearing
1+00	90° 00' 00"	100.00	N 00° 00' 00" W
1+01	90° 00' 00"	100.00	N 00° 00' 00" W
1+02	90° 00' 00"	100.00	N 00° 00' 00" W
1+03	90° 00' 00"	100.00	N 00° 00' 00" W
1+04	90° 00' 00"	100.00	N 00° 00' 00" W
1+05	90° 00' 00"	100.00	N 00° 00' 00" W
1+06	90° 00' 00"	100.00	N 00° 00' 00" W
1+07	90° 00' 00"	100.00	N 00° 00' 00" W
1+08	90° 00' 00"	100.00	N 00° 00' 00" W
1+09	90° 00' 00"	100.00	N 00° 00' 00" W
1+10	90° 00' 00"	100.00	N 00° 00' 00" W
1+11	90° 00' 00"	100.00	N 00° 00' 00" W
1+12	90° 00' 00"	100.00	N 00° 00' 00" W
1+13	90° 00' 00"	100.00	N 00° 00' 00" W
1+14	90° 00' 00"	100.00	N 00° 00' 00" W
1+15	90° 00' 00"	100.00	N 00° 00' 00" W
1+16	90° 00' 00"	100.00	N 00° 00' 00" W
1+17	90° 00' 00"	100.00	N 00° 00' 00" W
1+18	90° 00' 00"	100.00	N 00° 00' 00" W
1+19	90° 00' 00"	100.00	N 00° 00' 00" W
1+20	90° 00' 00"	100.00	N 00° 00' 00" W
1+21	90° 00' 00"	100.00	N 00° 00' 00" W
1+22	90° 00' 00"	100.00	N 00° 00' 00" W
1+23	90° 00' 00"	100.00	N 00° 00' 00" W
1+24	90° 00' 00"	100.00	N 00° 00' 00" W
1+25	90° 00' 00"	100.00	N 00° 00' 00" W
1+26	90° 00' 00"	100.00	N 00° 00' 00" W
1+27	90° 00' 00"	100.00	N 00° 00' 00" W
1+28	90° 00' 00"	100.00	N 00° 00' 00" W
1+29	90° 00' 00"	100.00	N 00° 00' 00" W
1+30	90° 00' 00"	100.00	N 00° 00' 00" W
1+31	90° 00' 00"	100.00	N 00° 00' 00" W
1+32	90° 00' 00"	100.00	N 00° 00' 00" W
1+33	90° 00' 00"	100.00	N 00° 00' 00" W
1+34	90° 00' 00"	100.00	N 00° 00' 00" W
1+35	90° 00' 00"	100.00	N 00° 00' 00" W
1+36	90° 00' 00"	100.00	N 00° 00' 00" W
1+37	90° 00' 00"	100.00	N 00° 00' 00" W
1+38	90° 00' 00"	100.00	N 00° 00' 00" W
1+39	90° 00' 00"	100.00	N 00° 00' 00" W
1+40	90° 00' 00"	100.00	N 00° 00' 00" W
1+41	90° 00' 00"	100.00	N 00° 00' 00" W
1+42	90° 00' 00"	100.00	N 00° 00' 00" W
1+43	90° 00' 00"	100.00	N 00° 00' 00" W
1+44	90° 00' 00"	100.00	N 00° 00' 00" W
1+45	90° 00' 00"	100.00	N 00° 00' 00" W
1+46	90° 00' 00"	100.00	N 00° 00' 00" W
1+47	90° 00' 00"	100.00	N 00° 00' 00" W
1+48	90° 00' 00"	100.00	N 00° 00' 00" W
1+49	90° 00' 00"	100.00	N 00° 00' 00" W
1+50	90° 00' 00"	100.00	N 00° 00' 00" W

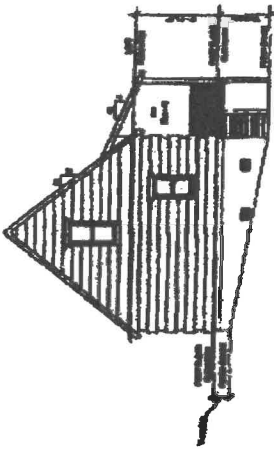
Station	Angle	Distance	Bearing
1+00	90° 00' 00"	100.00	N 00° 00' 00" W
1+01	90° 00' 00"	100.00	N 00° 00' 00" W
1+02	90° 00' 00"	100.00	N 00° 00' 00" W
1+03	90° 00' 00"	100.00	N 00° 00' 00" W
1+04	90° 00' 00"	100.00	N 00° 00' 00" W
1+05	90° 00' 00"	100.00	N 00° 00' 00" W
1+06	90° 00' 00"	100.00	N 00° 00' 00" W
1+07	90° 00' 00"	100.00	N 00° 00' 00" W
1+08	90° 00' 00"	100.00	N 00° 00' 00" W
1+09	90° 00' 00"	100.00	N 00° 00' 00" W
1+10	90° 00' 00"	100.00	N 00° 00' 00" W
1+11	90° 00' 00"	100.00	N 00° 00' 00" W
1+12	90° 00' 00"	100.00	N 00° 00' 00" W
1+13	90° 00' 00"	100.00	N 00° 00' 00" W
1+14	90° 00' 00"	100.00	N 00° 00' 00" W
1+15	90° 00' 00"	100.00	N 00° 00' 00" W
1+16	90° 00' 00"	100.00	N 00° 00' 00" W
1+17	90° 00' 00"	100.00	N 00° 00' 00" W
1+18	90° 00' 00"	100.00	N 00° 00' 00" W
1+19	90° 00' 00"	100.00	N 00° 00' 00" W
1+20	90° 00' 00"	100.00	N 00° 00' 00" W
1+21	90° 00' 00"	100.00	N 00° 00' 00" W
1+22	90° 00' 00"	100.00	N 00° 00' 00" W
1+23	90° 00' 00"	100.00	N 00° 00' 00" W
1+24	90° 00' 00"	100.00	N 00° 00' 00" W
1+25	90° 00' 00"	100.00	N 00° 00' 00" W
1+26	90° 00' 00"	100.00	N 00° 00' 00" W
1+27	90° 00' 00"	100.00	N 00° 00' 00" W
1+28	90° 00' 00"	100.00	N 00° 00' 00" W
1+29	90° 00' 00"	100.00	N 00° 00' 00" W
1+30	90° 00' 00"	100.00	N 00° 00' 00" W
1+31	90° 00' 00"	100.00	N 00° 00' 00" W
1+32	90° 00' 00"	100.00	N 00° 00' 00" W
1+33	90° 00' 00"	100.00	N 00° 00' 00" W
1+34	90° 00' 00"	100.00	N 00° 00' 00" W
1+35	90° 00' 00"	100.00	N 00° 00' 00" W
1+36	90° 00' 00"	100.00	N 00° 00' 00" W
1+37	90° 00' 00"	100.00	N 00° 00' 00" W
1+38	90° 00' 00"	100.00	N 00° 00' 00" W
1+39	90° 00' 00"	100.00	N 00° 00' 00" W
1+40	90° 00' 00"	100.00	N 00° 00' 00" W
1+41	90° 00' 00"	100.00	N 00° 00' 00" W
1+42	90° 00' 00"	100.00	N 00° 00' 00" W
1+43	90° 00' 00"	100.00	N 00° 00' 00" W
1+44	90° 00' 00"	100.00	N 00° 00' 00" W
1+45	90° 00' 00"	100.00	N 00° 00' 00" W
1+46	90° 00' 00"	100.00	N 00° 00' 00" W
1+47	90° 00' 00"	100.00	N 00° 00' 00" W
1+48	90° 00' 00"	100.00	N 00° 00' 00" W
1+49	90° 00' 00"	100.00	N 00° 00' 00" W
1+50	90° 00' 00"	100.00	N 00° 00' 00" W



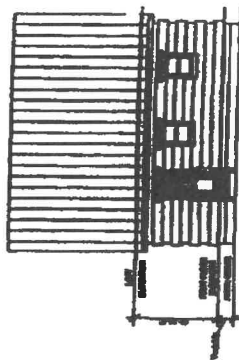
FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



REAR ELEVATION

I hereby certify that the information shown on this sheet is true and correct to the best of my knowledge and belief and that I am a duly licensed architect in the State of Michigan.

[Signature]
Architect
1000 W. Grand Boulevard, Detroit, Michigan

Note: The porch enclosed under the main roof and outside under the porch roof will be Period A Phase 1 or a related Current Structure.

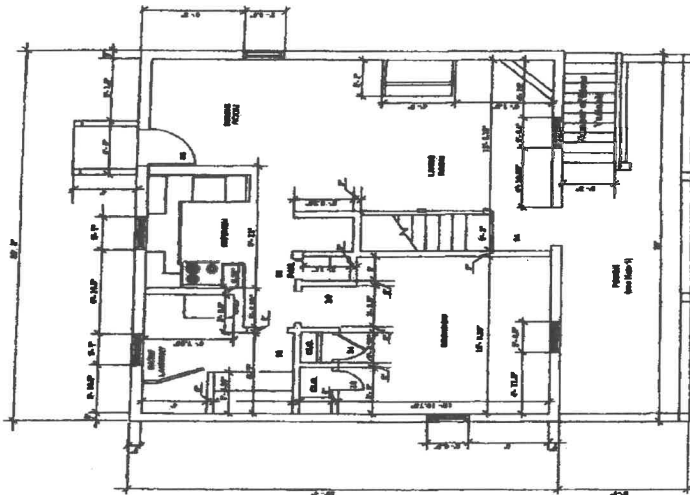


Cabins
Parcel A Phase 1
The Villages at Blue Ridge Passage Resort

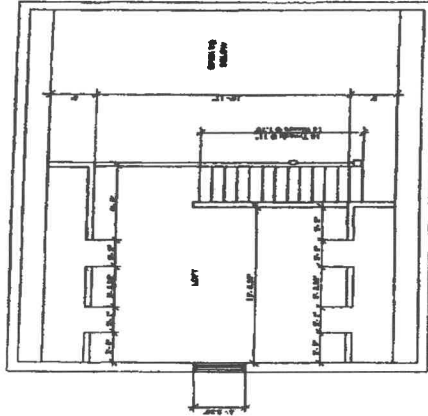
March 1, 2006
Revised April 6, 2006

Not to Scale

Period A
Phase 1
Current Structure



CABIN FLOOR PLAN



CABIN LOFT PLAN

Cabin
Parcel A Phase 1
The Villages at Blue Ridge Passage Resort

Not to Scale

March 1, 2003
Revised April 2, 2003

Note #1: The porch, set, screen space under the cabin and outside stairs to the porch are included in Parcel A Phase 1 in a "Limited Common Element".

I hereby certify that the information shown on this plan is a true and accurate representation and that it was compiled by me and I am a duly licensed professional engineer. I further certify that this plan has been prepared in accordance with the requirements and provisions of Chapter 43-2700, 43-2700.9 Paragraph (4) of the Code of Virginia of 1996, as amended, in "Construction Act".

[Signature]
J. S. Lewis, Licensed Land Surveyor #1188
Commonwealth of Virginia



Prepared by
P. H. Hensley, Architect of Engineers Inc.
1000 North Main Street, 10th Floor
Charlottesville, VA 22902
(804) 974-2222

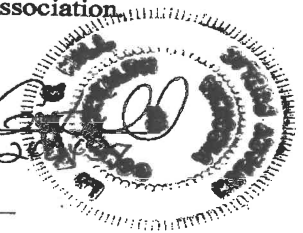
The Villages at Blue Ridge Passage Resort
Unit Owners Association, Inc.

By: *P. Wiggins*
Pamela Wiggins, President

STATE OF VIRGINIA
COUNTY OF PATRICK, to wit:

The foregoing instrument was acknowledged before me this 29th day of
January, 2013, by Pamela Wiggins, as President of the Villages at Blue Ridge
Passage Resort Unit Owners Association, Inc., on behalf of the association.

[Signature]
Notary Public



My Commission Expires: March 31, 2016

INSTRUMENT #130000112
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
JANUARY 29, 2013 AT 01:42PM
SUSAN C. GASPERINI, CLERK
RECORDED BY: CWC