

**Hunters Ridge Townhouse  
Homeowners Association, Inc.**



**ASSOCIATION DOCUMENTS**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
HUNTERS RIDGE TOWNHOUSES

THIS DECLARATION, made on the date hereinafter set forth by DMI CORPORATION, a Virginia corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Harrisonburg, Commonwealth of Virginia, which is more particularly described on those certain plats entitled, "Plat Of Hunters Ridge Townhouses, Section I - Phase A, Being a Subdivision of Property Of DMI Corporation and Doris Jean Garber, Harrisonburg, Virginia", Sheets 1 through 5, dated January 9, 1989, made by Langley and McDonald, Engineers, Planners, Surveyors, Williamsburg, Virginia, and recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 447, page 86.

NOW, THEREFORE, Declarant hereby declares that all of the properties described shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and which shall be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

SECTION 1: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2: "Properties" shall mean and refer to that certain real

property hereinabove described.

SECTION 3: "Lot" shall mean and refer to any numbered or lettered plot of land shown upon any recorded subdivision map of the Properties.

SECTION 4: "Common Area" shall mean the unassigned parking areas, driveways, lawns, fences, shrubbery and other landscaping and improvements in these areas, which are marked as such on the plat.

SECTION 5: "Declarant" shall mean and refer to DMI Corporation, a Virginia corporation, its successors and assigns.

SECTION 6: "Association" shall mean and refer to a corporation organized by the "Owner" for the purpose of managing and maintaining the common areas and exterior of the buildings.

## ARTICLE II

### Covenants of Declarant

SECTION 1: Berms - The Declarant will construct berms between the Hunters Ridge Townhouses and Devonshire Village Subdivision in accordance with the Berm Planting Plan filed with the City of Harrisonburg.

SECTION 2: Privacy Fence - The Declarant will construct a privacy fence between the berms and the townhouses in accordance with the plan filed with the City of Harrisonburg. The fence shall be maintained until the maturity of the landscaping assures the division of the Hunters Ridge Townhouses and Devonshire Village Subdivision prohibiting pedestrian traffic across the berms or any other use of the berms, at which time the Declarant or its successor may remove the privacy fence.

SECTION 3: Association - The Declarant will form an Association to insure that the responsibilities of the Declarant for Architectural Control and Maintenance shall be fulfilled for this complex in perpetuity.

SECTION 4: Security Service - The Declarant and its successors shall provide for security service to this complex. The expense for which shall be included as a portion of the operating costs of the Association.

SECTION 5: Trees - The Declarant covenants not to remove any trees within five (5) feet of the property line between the Hunters Ridge Townhouses and Devonshire Village Subdivision. In the event landscaping plans may jeopardize the life expectancy of such trees, the Declarant shall

take such steps as necessary to preserve the trees, including but not limited to the construction of wells around the trees.

### ARTICLE III

#### Architectural Control and Maintenance

SECTION 1: Improvements - No landscaping, building, fence, well, or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing by the Declarant as to harmony of external design and location in relation to surrounding structures, landscaping, topography, and the Berm Planting Plans filed with the City of Harrisonburg, Virginia, as a part of the Rezoning request. Any changes, deletions or additions to the improvements or the lots shall be subject to the approval of the Declarant or the Association.

SECTION 2: Maintenance and Repair - The Declarant shall repair and maintain the exterior of the improvements and maintain landscaping on lots. The repair and maintenance of improvements shall be limited to the painting and staining of all exterior surfaces and to such other minor, routine maintenance of exterior surfaces as in the judgment of the Declarant is deemed necessary in order that the residences present a well-kept appearance and the berms shall be maintained to act as a sight, sound and access barrier to the Devonshire Village complex, in accordance with the Berm Planting Plans. The plantings on the berms adjacent to Devonshire Townhouses shall be replaced if any of the plantings are damaged or destroyed in accordance with the Berm Planting Plans. The fence at the Devonshire property line shall be maintained. The privacy fence shall also be maintained until the planting maturity on the berms will accomplish the objectives described above, at which time the Declarant reserves the right to remove the privacy fence. The repair and maintenance shall not include repair or replacement of glass, structural defects and substantial capital replacement, such as roof replacement, except as provided in the article covering "Insurance" hereof. The maintenance of landscaping on lots shall

include such pruning, mowing, cultivating, feeding, fertilizing, mulching and replacement of lawns and plants, and such removal of leaves, plants and clippings, and maintenance of fences, hedges, walks, driveways and parking areas as in the judgment of the Association deemed necessary in order that the landscaping presents a well-kept appearance, and that the berms and plantings are maintained as set forth on the Berm Planting Plans. The costs of the aforesaid maintenance and repair shall be assessed by the Association as a common expense, to be borne equally by all Owners of lots located within the parcel to which this Declaration is applicable.

The Association does not assume responsibility for watering lawns, trees, shrubbery or other landscaping on lots (said watering being the responsibility of each Owner as to his lot), but the Association reserves the right to do such watering if deemed by the Association to be necessary or desirable to and to use the water service of such lot for that purpose.

In the event, however, that the need for maintenance, repair or replacement is caused through the willful act or failure to act of the Owner, his family, guests, invitees or lessees, the entire cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such lot is subject.

SECTION 3: Drainage - No obstruction, diversion, bridging or confining of existing channels upon, under and/or across any portion of said property through which water, in time of storms, or otherwise naturally flows, or through which water has been caused to flow artificially by Declarant in the development of the said property, shall be made by any person in such a manner as to cause damage to any property. The Declarant may determine that a new channel or a diverted, bridged or reconstructed existing channel is adequate to carry the amount of storm and other water liable to flow therein, and may approve the same; provided, however, that the right is hereby expressly reserved to Declarant, as an inducement to the development of the entire property, to change existing channels for the natural flow of water and also create channels and means of artificial drainage and water flow and, further, to cause reasonable increases or decreases in the amount of water which would in a state of

nature flow into and through any such natural or artificial water channels or means of drainage. All drainage from the berms shall be routed away from the Devonshire complex and be solely maintained by the Hunters Ridge Townhouses.

SECTION 4: Entry for Maintenance - The Association or its agents shall have an easement of entry as to any lot or residence thereon when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association out of the common expense fund.

#### ARTICLE IV

##### Party Walls

SECTION 1: Definition of Party Walls - The side wall of each dwelling constructed along the side line of any Lot abutting the side line of another Lot shall be a party wall, and the owners of each such abutting Lot shall have an easement to use such wall as a support for the dwelling constructed or to be constructed on his respective Lot. Declarant, and any assignee to whom such easement of support is expressly assigned, reserve the right, whether or not such easement is expressly reserved in any deed of conveyance of any Lot, to grant such easement of support to the purchaser of any Lot. The cost of maintaining any such party wall shall be borne equally between the abutting Lot owners using such party wall for support and so long as such wall is so used.

SECTION 2: General Rules of Law to Apply - Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence, or willful acts, or omissions shall apply thereto.

SECTION 3: Sharing of Repair and Maintenance - The cost of reasonable repair and maintenance of a party wall shall be shared by the

Owners who make use of the wall in proportion to such use.

SECTION 4: Destruction by Fire or Other Casualty - If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a large contribution from the others under any rule of law regarding the liability for negligent or willful acts or omissions.

SECTION 5: Weatherproofing - Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 6: Right to Contribution Runs With Land - The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

SECTION 7: Arbitration - Any dispute arising out of or relating to this Article, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any Court having jurisdiction thereof.

## ARTICLE V

### Use Restrictions

SECTION 1: Single Family Residences - Each Lot shall be used exclusively for residential purposes and no building shall be erected, altered, placed or permitted to remain thereon other than one single family dwelling approved pursuant to Article III of this Declaration (hereinafter referred to collectively as "dwellings" or severally as "dwelling").

SECTION 2: Reservation for Utility Installation - Declarant reserves for the benefit of itself, its successors and assigns, and the City of Harrisonburg, the right to use the streets and parking areas shown on the aforementioned plat for ingress and egress in connection with the installation, repair, maintenance and/or replacement of utility lines of

every kind and description within said streets, and for any other lawful purposes. The Declarant dedicates to the City of Harrisonburg by the recordation of the plat, easements for the installation, repair, maintenance and/or replacement of utility and drainage facilities within the areas reserved for and designated "Utility Easement" on the aforementioned plat. No private water or sewage disposal system shall be maintained on any lot.

SECTION 3: Front, Side and Rear Yards - No structure of any kind, including fences, shall be erected in any front or side yard. Accessories such as buildings, decks, fences, walls and other structures may be constructed in the rear yard, but are subject to the written approval of the Declarant or the Association.

SECTION 4: Noxious or Offensive Activity - No obnoxious or offensive activity shall be conducted or permitted on any of the Properties, and nothing shall be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No business or profession of any kind or nature shall be carried on or practiced in any dwelling without the express written consent of Declarant.

SECTION 5: Trailers, Campers, Boats - No structure, trailer, tent, shack, barn, garage, or other outbuilding shall be used on any of the Properties at any time as a residence, either temporarily or permanently. Nor shall any boat, boat trailer, school bus, or any truck over 3/4 ton, camper or camping trailer, or other mobile living or recreational vehicle, be stored, parked or kept on any of the Properties.

SECTION 6: Pets - No pets of any kind or description shall be allowed to be maintained on or in any of the properties, with the exception of fish, so long as they are exclusively maintained indoors.

SECTION 7: Signs - No sign of any kind shall be displayed to the public view on any of the Properties, except contractors' signs during construction period and one professional real estate sign of not more than six square feet, advertising a lot, and any dwelling constructed thereon, for sale or for rent. No person shall post any advertisements, or posters of any kind in or on the properties. Parking signs, parking direction



signs, traffic direction signs, and no solicitation signs are excluded from this prohibition.

SECTION 8: Trash Receptacles - The Properties shall not be used or maintained as a dumping ground for rubbish or scrap. Trash, garbage or other waste shall not be kept on any of the Properties except in covered sanitary containers. Trash, leaves, or other similar material shall not be burned.

SECTION 9: Exterior Wiring/Antennae/Clothes Lines - No owner, resident or lessee shall install wiring for electrical or telephone installation, machines or air conditioning units, etc., on the exterior of any building or structure or in a way that causes same to protrude through the walls or the roof of any building or structure. Exterior television or other antennae, or dishes, are prohibited. Clothes lines or other clothes drying apparatus shall be screened from public view.

SECTION 10: Vehicles - Inoperative or unlicensed cars, trucks or other vehicles shall not be parked or stored on streets or parking areas. Motorized vehicles using private streets and parking areas must be properly licensed and inspected by the State and drivers must have a valid operators license.

SECTION 11: Restriction on Use as Hotel - The respective Lots shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants are provided customary hotel services, such as room service for food and beverage, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the Owners of the respective Lots shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration.

SECTION 12: Sidewalks/Road - Sidewalks constructed upon or across individual lots shall be located only within the 22' Ingress and Egress Easement and may be used in common by all Owners, their guests and invitees. Bradley Drive (50' R.O.W.) by recordation of the plat is dedicated as a public thoroughfare.

SECTION 13: Pedestrian Easement - The 10' pedestrian easement is reserved for the use of all Owners, their guests and invitees, but shall be restricted to pedestrians and subject to such other regulation as may be deemed necessary by the Declarant or the Association.

SECTION 14: Parking Lots - All parking lots within the Common Area are reserved for the use of the Owners, their guests and invitees only. Spaces shall be unassigned and available on a first come first serve basis.

SECTION 15: 22' Ingress and Egress Easement - The area defined on the plat is private property owned by the individual lot Owner to be used as private parking spaces. There is reserved, however, an easement for pedestrian ingress and egress over and across the area to and from the sidewalk. The easement is exclusively reserved for the Owners, their guests and invitees.

## ARTICLE VI

### Easements

SECTION 1: Easement for Encroachments - If any improvements on any Lot now encroaches upon any other Lot as a result of the construction or repair of the improvements, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any improvements, or otherwise, a valid easement for the encroachment and for the maintenance of the same, so long as the improvement stands, shall exist. In the event any improvements shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then reconstructed, thus causing encroachments of any improvement of any Lot upon any other Lot, a valid easement for such encroachments and the maintenance thereof shall exist so long as the improvement shall stand.

SECTION 2: Overhanging Roofs and Eaves - The owner of each lot is hereby declared to have an easement and the same is hereby granted by the Declarant, over each adjoining lot and Common Areas, for overhanging roofs and eaves and the maintenance thereof.

SECTION 3: Easements of the Association - There is hereby reserved to the Association such easements as are necessary to perform the duties

and obligations of the Association.

SECTION 4: Pipes, Ducts, Cables, Wires, Conduits - Each Owner shall have an easement in common with the Owners of all other lots to use pipes, wires, ducts, cables, conduits, telephone and public utility lines. The Association, its agents, and such telephone, electric and other utility companies as may be appropriate (but no other person or entity without the consent of the Owner) shall have the right of access to each lot to inspect the same, to remove violations therefrom, and to maintain, repair or replace the common elements contained therein or elsewhere in the living units.

SECTION 5: Easements Over Sidewalks - Each Owner is hereby declared to have an easement and the same is hereby granted by the Developer over all paved sidewalks located on all lots for the sole purpose of pedestrian ingress to and egress from the lots.

SECTION 6: Priority of Easements - Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall run with the land for the use and benefit of the lots and the Common Area, superior to all other encumbrances which may hereafter be applied against or in favor of the properties or any portion hereof.

## ARTICLE VII

### Insurance

The risk of loss or damage to the property by fire, windstorm, casualty, or other cause is the responsibility of each owner. Every owner shall also maintain his own liability insurance. Hazard Insurance must have a Class VI or better rating as reflected in the most recent edition of Best's Rating Guide. Each owner shall name the Homeowner's Association individually as an additional interested party in their policy for the benefit of the other lot owners without naming them. A proper mortgage endorsement clause will be attached to the policy with a loss payable clause in favor of the mortgages on each lot and the Homeowner's Association as their interest may appear. Each owner shall provide proof of such insurance upon purchase of a lot, and provide proof of renewal no

less than annually.

## ARTICLE VIII

### Common Areas

The Common Areas applicable to this development shall be those designated on the plat. All costs of maintaining and operating the Common Area, including without limitation the cost of replacements, improvements, insurance and real estate taxes shall be assessed as a common expense, to be borne by the Association.

Nothing shall be done or kept in any lot or Common Area which will increase the rate of insurance on any lot or Common Area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his lot or in the Common Area which will result in the cancellation of insurance on any lot or any part of the Common Area, or which would be in violation of any law. No waste will be committed to the Common Area.

There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Association.

Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Association.

The Association is authorized to adopt rules for the use of the Common Area and furnish the same in writing to the Owners, and there shall be no violation of such rules as are adopted.

In the event that any taxing authority having jurisdiction over the Properties shall levy or assess any tax or special assessment against the Properties, as a whole, as opposed to levying such tax or special assessment against each Lot now levied and assessed, then such tax or special assessment so levied shall be paid by the Association.

## ARTICLE IX

### Reconstruction or Repair After Casualty

#### and Eminent Domain

SECTION I: Reconstruct and Repair - If any part of the properties shall be damaged by casualty, it shall be reconstructed or repaired. Such

reconstruction or repair shall be commenced within a reasonable time, and in no event later than ninety (90) days after the occurrence of the casualty, and such repairs or reconstruction shall be prosecuted thereafter with due diligence until completion.

SECTION 2: Plans and Specifications - Any reconstruction or repair must be substantially in accordance with the Plans; or according to plans and specifications approved by the Homeowner's Association and their mortgagees, which approvals shall not be unreasonably withheld.

#### ARTICLE X

##### Compliance and Default

SECTION 1: Compliance with Bylaws, Regulations and Covenants; Damages; Injunctions - Each lot owner and his family and his or their guests, employees, agents and lessees and their guests, employees and agents, shall comply strictly with the Bylaws and the administrative rules and regulations adopted pursuant thereto. Acquisition, rental or occupancy of a lot shall constitute an acknowledgement that the lot owner, tenant or occupant agrees to be bound by the provisions of this Declaration. Failure to comply with any of the same shall be grounds for an action to recover sums due or for damages or for injunctive or any other relief, or any combination thereof, maintainable by the Association on behalf of the other lot owners or in a property case, by an aggrieved lot owner.

SECTION 2: Negligence - A lot owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his willful or negligent act or omission or by that of any member of his family or his or their guests, employees, agents, or lessess, or their guests, employees and agents.

SECTION 3: Costs and Attorney's Fees - In any proceeding arising because of an alleged failure of a lot owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the rules and regulations adopted pursuant to them, as they or any of them may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

SECTION 4: No Waiver of Rights - The failure or delay of the Association or any lot owner to enforce any covenant and restriction of the Declaration, the Articles of Incorporation of the Association, the Bylaws, or the rules and regulations adopted pursuant to them, shall not institute a waiver of the rights to do so thereafter.

#### ARTICLE XI

##### General Provisions

SECTION 1: Enforcement - Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2: Severability - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3: Amendment - The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

SECTION 4: Protection of Mortgagees - The rights under this Declaration of a holder of a first lien on a lot shall not be adversely affected by any amendment unless the amendment is approved by such lienholder as provided herein. A copy of any proposed amendment shall be furnished to all bona fide first lienholders, and unless the disapproval of any such amendment is received within thirty (30) days of the giving of such copy, the amendment shall be conclusively deemed approved by such lienholder.

SECTION 5: Provision For Benefit of Mortgagees - All provisions of this Declaration requiring the Association to maintain Common Elements,

to collect assessments, and to make any repairs, and all restrictions in this Declaration are intended for the benefit of, and may be enforced by, either a lot owner or any mortgagee of a lot.

SECTION 6: Consent of First Mortgagees - Notwithstanding, and in addition to, any provisions of this Declaration, the Bylaws, or the Rules and Regulations, if, when and as promulgated, unless seventy-five percent (75%) of the mortgagees (based upon one (1) vote for each mortgage owned) have given their prior written approval, the Association and the Board of Directors shall not be entitled to: (i) change the pro rata interest or obligations of any lot for (a) purposes of levying assessments or proceeds of condemnation awards or for (b) determining the pro rata share of ownership of each lot in the common elements; (ii) partition or subdivide any lot; (iii) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

SECTION 7: Priority of First Mortgagees - No provision of this Declaration, the Bylaws, or the Rules and regulations, if, when and as promulgated, shall be construed to grant to any lot owner, or to any other party, any priority over any rights of first mortgages of the lots pursuant to their first mortgages in the case of a condemnation award for the taking of lots and/or the Common Elements or any portions thereof.

## ARTICLE XII

### Common Expense

SECTION 1: Assessment - The initial assessment for common expense shall be \$50.00 per month. The Homeowners Association has the right to change the assessment from time to time. Any sum of common expenses required to be paid hereunder, which is not paid when due, is delinquent. If the share of common expense is not paid within thirty (30) days of the due date, the share of common expense shall bear interest at the legal rate from the due date. Failure to pay the assessment for common expense may create a lien on the lot. The Homeowner's Association or any owner or

owners, individually or collectively, may bring an action at law against the Owner obligated to pay same. Any action at law so instituted shall include the right to collect the delinquent amount and interest plus costs and reasonable attorney's fees.

SECTION 2: Rights of First Mortgagees - Where an institutional mortgagee of a first mortgage of record or other purchaser of a lot obtains title as a result of foreclosure of the first mortgage, such purchaser, his successor and assigns, shall not be liable for (and no lien shall exist on such lot for) the share of the common expenses or assessments of the Association chargeable to such lot which became due prior to the acquisition of title to such lot by such purchaser. Nothing herein shall be construed to relieve the prior lot owner-mortgagor of his personal obligation to pay such unpaid share of common expenses or assessments.

ARTICLE XIII

Homeowner's Association

At any time from the date the last Lot is conveyed by the Declarant, seventy-five percent (75%) of the Lot Owners shall form a Homeowner's Association which may adopt its own By-Laws and schedule of assessment, which shall be binding upon all Lot Owners.

WITNESS the following signature and seal:

DMI CORPORATION,  
a Virginia corporation

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



COMMONWEALTH OF VIRGINIA

CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument entitled Declaration of Covenants, Conditions and Restrictions of Hunters Ridge Townhouses, was acknowledged before the undersigned Notary Public, in and for the jurisdiction aforesaid, by Sterling M. Nichols, President of DMI Corporation, a Virginia corporation, this 6<sup>th</sup> day of March, 1989.

Marcell Wynne  
NOTARY PUBLIC

My commission expires on: Oct. 6, 1992.

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County the foregoing instrument was this day presented in the office aforesaid, and is together with the certificate of acknowledgment annexed, admitted to record this 8 day of March, 1989 at 2:52 P M. I certify that taxes were paid when applicable:

Sec. 58-54 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 58-54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_

Recording 220 TESTE  
L. WAYNE HARPER  
CLERK

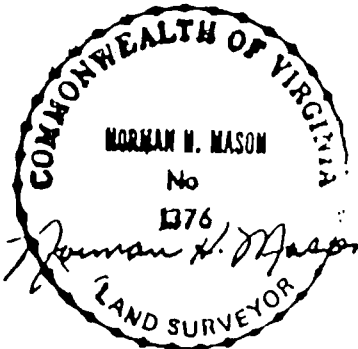
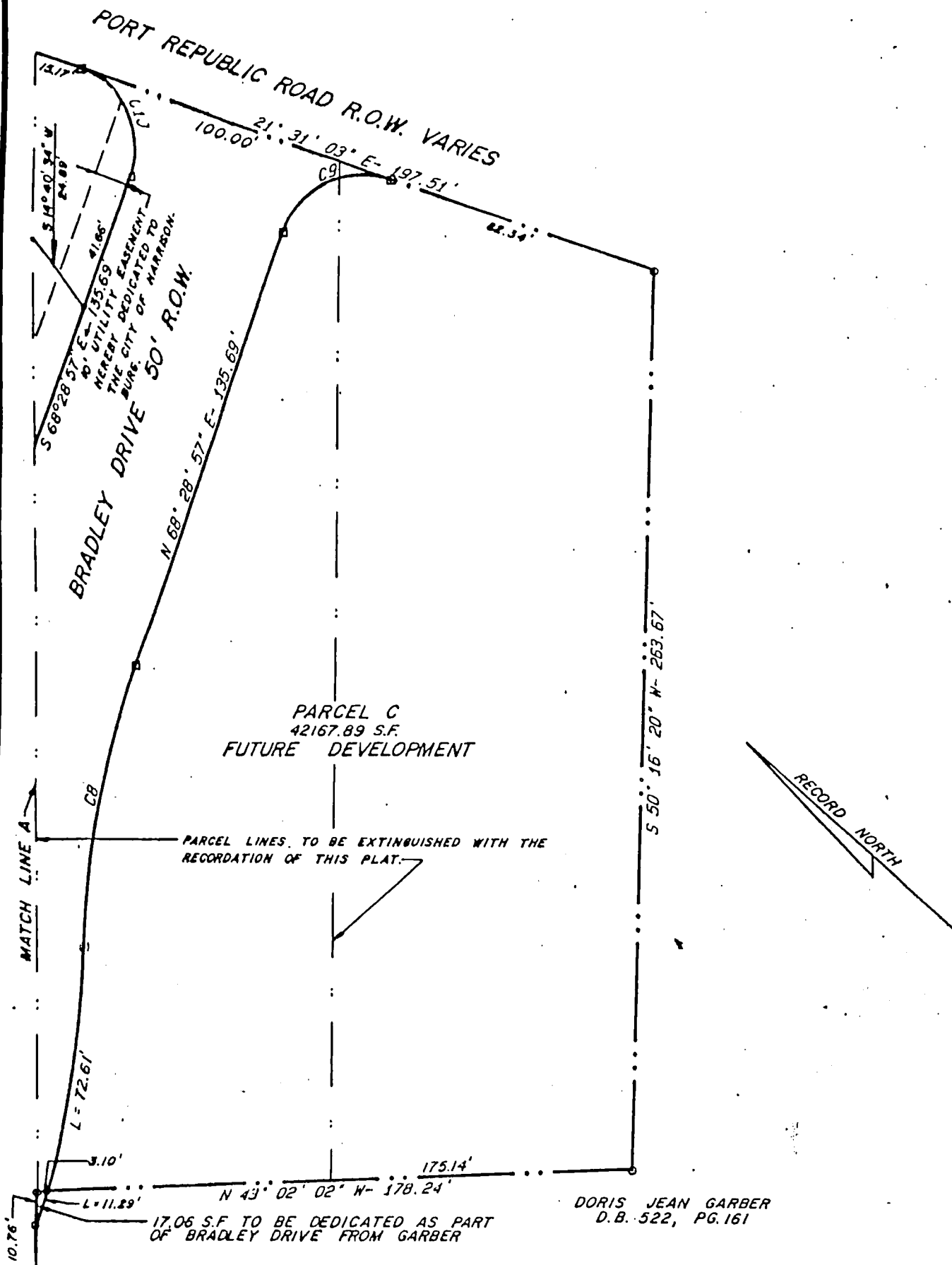
Book No. 947 Page 808

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

COMED. O. P. S. E. C.

002190

NOTE: BRADLEY DRIVE R.O.W IS TO BE DEDICATED TO THE CITY OF HARRISONBURG

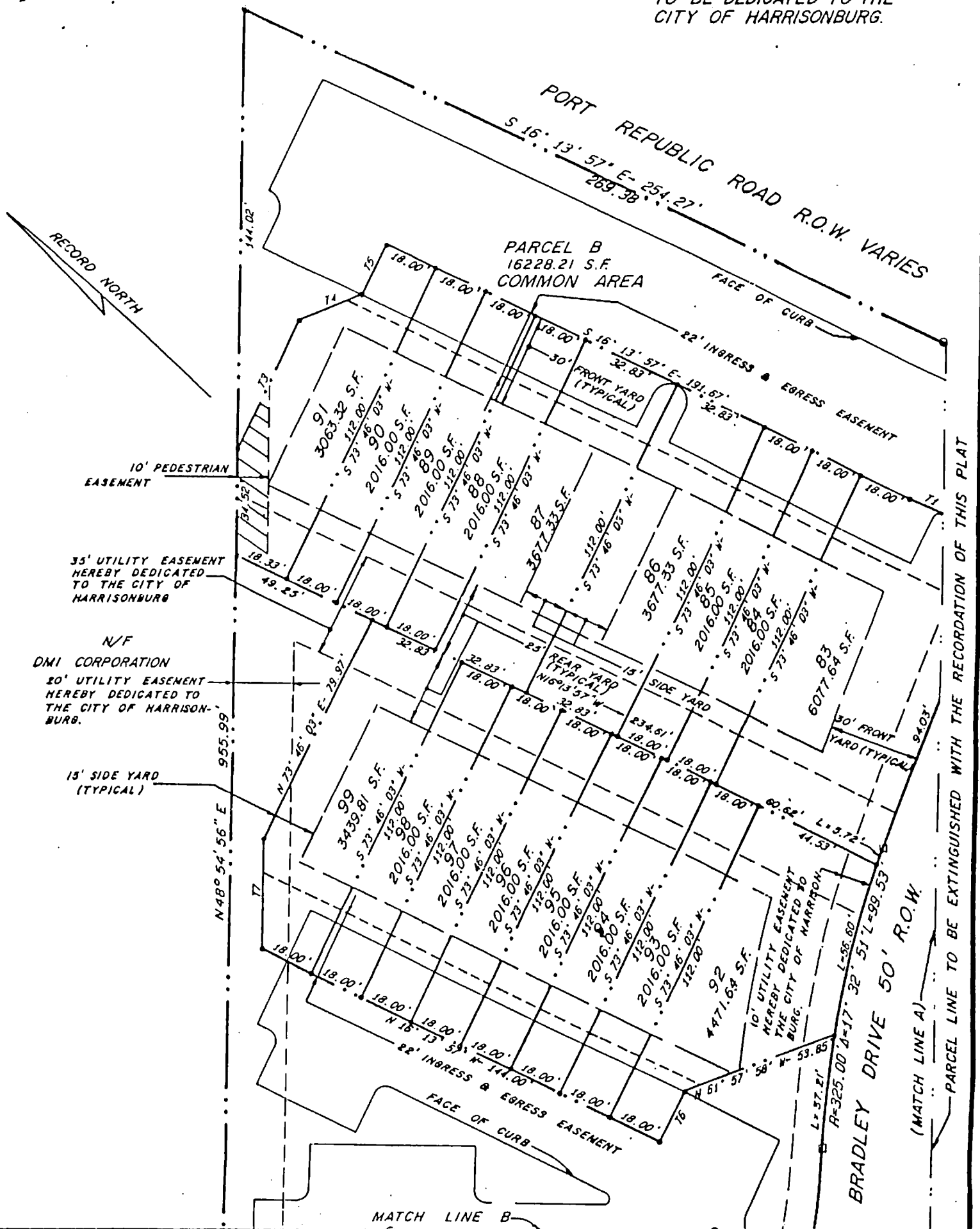


PLAT OF  
HUNTERS RIDGE TOWNHOUSES, SECTION I - PHASE A  
BEING A SUBDIVISION OF PROPERTY OF  
DMI CORPORATION AND DORIS JEAN GARBER  
HARRISONBURG, VIRGINIA

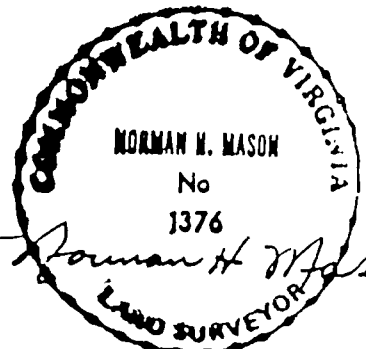
**Langley and McDonald**  
ENGINEERS · PLANNERS · SURVEYORS  
WILLIAMSBURG, VIRGINIA

ZONED R-3	D.B. 927 , PG. 306 D.B. 929 , PG. 100	SCALE: 1" = 40'
PROJ. NO. 83245	DATE: 1/9/89	DWG. NO. 3125W SHEET 1 OF 5

NOTE: BRADLEY DRIVE R.O.W. IS TO BE DEDICATED TO THE CITY OF HARRISONBURG.



PLAT OF  
 HUNTERS RIDGE TOWNHOUSES, SECTION I-PHASE A  
 BEING A SUBDIVISION OF PROPERTY OF  
 DMI CORPORATION AND DORIS JEAN GARBER  
 HARRISONBURG, VIRGINIA



**Langley and McDonald**  
 ENGINEERS · PLANNERS · SURVEYORS  
 WILLIAMSBURG, VIRGINIA

ZONED R-3	D.B. 927 , PG. 306 D.B. 929 , PG. 100	SCALE 1" = 40'
PROJ. NO. 83245	DATE: 1/9/89	DWG. NO. 3124 W SHEET 2 OF 5

PARCEL A  
45258.07 S.F.  
COMMON AREA

40' UTILITY EASEMENT  
HEREBY DEDICATED  
TO THE CITY OF  
HARRISONBURG

MATCH LINE A

RECORD NORTH

444.41'

FACE OF CURB

BRADLEY DRIVE 50' R.O.W.  
R=275.00 Δ=73° 21' 52" L=342.52'  
R=325.00 Δ=73° 58' 41" L=419.63'  
L=336.73

N/F  
DMI CORPORATION

51.83'

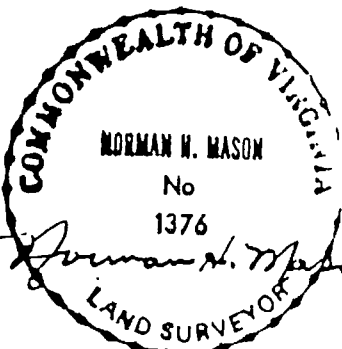
491.05'  
S 48° 46' 39" W 501.81'

PARCEL D  
80859.11 S.F.  
FUTURE DEVELOPMENT

281.21'

NOTE:  
BRADLEY DRIVE R.O.W.  
IS TO BE DEDICATED TO  
THE CITY OF HARRISON-  
BURG.

MATCH LINE C



PLAT OF  
HUNTERS RIDGE TOWNHOUSES, SECTION I - PHASE A  
BEING A SUBDIVISION OF PROPERTY OF  
DMI CORPORATION AND DORIS JEAN GARBER  
HARRISONBURG, VIRGINIA



Langley and McDonald  
ENGINEERS · PLANNERS · SURVEYORS  
WILLIAMSBURG, VIRGINIA

ZONED R-3

D.B. 927 , PG. 306  
D.B. 929 , PG. 100

SCALE 1" = 40'

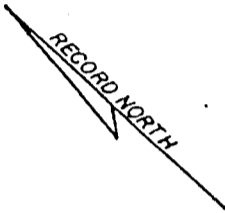
PROJ. NO. 83245

DATE: 1/9/89

DWG. NO. 3123W SHEET 3 OF 5

LABEL	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C8	275.00	17° 32' 51"	84.22	83.89	N 59° 42' 32" E
C9	25.00	90° 00' 00"	39.27	35.36	S 66° 31' 03" E
C10	25.00	90° 00' 00"	39.27	35.36	S 23° 28' 57" W

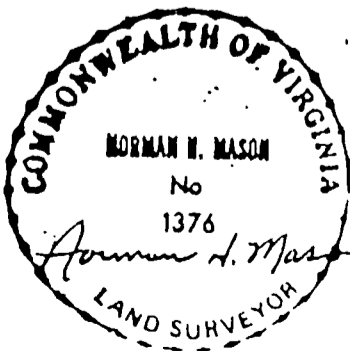
LABEL	BEARING	DISTANCE
T1	S 16° 44' 31" E	12.03
T2	S 01° 31' 03" E	12.90
T3	N 73° 46' 03" E	46.52
T4	S 63° 40' 56" E	21.94
T5	N 73° 46' 03" E	18.00
T6	S 73° 46' 03" W	18.00
T7	N 48° 54' 56" E	35.29



MATCH LINE C

N 43° 54' 21" W - 233.94'

N/F  
DMI CORPORATION



PLAT OF  
HUNTERS RIDGE TOWNHOUSES, SECTION I - PHASE A  
BEING A SUBDIVISION OF PROPERTY OF  
DMI CORPORATION AND DORIS JEAN GARBER  
HARRISONBURG, VIRGINIA



Langley and McDonald  
ENGINEERS · PLANNERS · SURVEYORS  
WILLIAMSBURG, VIRGINIA

ZONED R-3

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DATE: 1 / 9 / 89

DWG. NO. 3122 W SHEET 4 OF 5

Owner's Consent and Dedication

BK 947 PG 804

Know all men by these presents, that the subdivision of land as shown on this plat, containing 6.04 acres, more or less, and designated as HUNTERS RIDGE TOWNHOUSES SECTION I - PHASE A Subdivision situated in HARRISONBURG VIRGINIA (District and County or City), Virginia, is with the free consent and in accordance with the desires of the undersigned owners thereof; that all streets on said plat are hereby dedicated to the public use, and that all lots within the subdivision are subject to certain restrictions, reservations, stipulations and covenants as contained in a writing executed by the undersigned,

under date of \_\_\_\_\_, 1989, and recorded in the Clerk's Office of ROCKINGHAM County in Deed Book \_\_\_\_\_, Page \_\_\_\_\_.

The said 6.04 acres of land hereby subdivided having been conveyed to DMI CORPORATION by L.O. & PAULINE HIGGS by GEORGE R. & RUTH K. CLATTERBUCK by deed dated 10/25, 1988, and recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 929 Page 100 927 Page 306.

Given under our hands this 6<sup>th</sup> day of March, 1989.

STATE OF VIRGINIA  
City/COUNTY OF HARRISONBURG TO WIT:  
I, NANCY C. BRUNDT, a Notary Public in and for the City and State aforesaid do hereby certify that STERLING W. NICHOLS AND DORIS JEAN GARBER names are signed to the foregoing writing bearing date of the 6<sup>th</sup> day of March, 1989 have acknowledged the same before me in my City and State aforesaid.

DMI CORPORATION  
Sterling W. Nichols  
DORIS JEAN GARBER  
Doris Jean Garber  
David Royal Garber

Given unto my hands this 6<sup>th</sup> day of MARCH, 1989  
Nancy C. Brundt  
Notary Public My commission expires 9-18-89  
Surveyor's Certificate

I hereby certify that to the best of my knowledge and belief, all of the requirements of the Planning Commission and ordinances of the City of Harrisonburg, Virginia, regarding the platting of subdivision within the city have been complied with.

Given under my hand this 3<sup>rd</sup> day of March, 1989.

Norman H. Mason  
State Certified Engineer  
(or Land Surveyor)

Certificate of Approval

This subdivision known as HUNTERS RIDGE TOWNHOUSES SECTION I - PHASE A Subdivision is approved by the undersigned in accordance with existing subdivision regulations and may be committed to record.

3/6/89 (Date) (Signed) Nancy C. Brundt Chairman Harrisonburg Planning Commission  
3-6-89 (Date) (Signed) Norman H. Mason Mayor - City of Harrisonburg



PLAT OF  
HUNTERS RIDGE TOWNHOUSES, SECTION I - PHASE A  
BEING A SUBDIVISION OF PROPERTY OF  
DMI CORPORATION AND DORIS JEAN GARBER  
HARRISONBURG, VIRGINIA

Langley and McDonald  
ENGINEERS · PLANNERS · SURVEYORS  
WILLIAMSBURG, VIRGINIA

ZONED R-3	D.B. 927 PG. 306 D.B. 929 PG. 100	SCALE 1" =
NO. 83245	DATE 1/9/89	DWG. NO. 3121W SHEET 5 OF 5

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County  
the foregoing instrument was this day presented in the office aforesaid, and is  
together with the certificate of acknowledgment annexed, admitted to record this

8 day of March, 1989 at 5:45 P.M. I certify that

Taxes were paid when applicable:  
Sec. 58-54 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 58-54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Recording llw TESTE

L. WAYNE HARPER  
CLERK

Jeed Book No. 947 Page 86

RECORDED  
CIRCUIT CLERK'S OFFICE  
L. WAYNE HARPER, CLERK

89 MAR -8 PM 2:51

002488

ARTICLES OF INCORPORATION  
OF  
HUNTERS RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

This is to certify that we, the undersigned, desire to and do hereby establish a non-stock, non-profit, corporation under the provisions of, and subject to, the requirements of the laws of the Commonwealth of Virginia, for such cases made and provided, and we do by these, our Articles of Incorporation set forth as follows:

1. The name of the corporation is HUNTERS RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

2. The purposes of the corporation are:

a. To provide an association of property owners of the Hunters Ridge Townhouses to act as a group in accordance with the Declaration Of Covenants, Conditions and Restrictions of Hunters Ridge Townhouses.

b. To provide for the maintenance and preservation of the Common Areas and exterior of the buildings as defined by the Declaration Of Covenants, Conditions and Restrictions Of Hunters Ridge Townhouses, by DMI Corporation recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, as more particularly shown and described on the plats and plans of the Hunters Ridge Townhouses recorded therewith.

c. To promote the health, safety and welfare of the residents of the Hunters Ridge Townhouses.

d. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, and as the same may be amended from time to time as provided therein, in accordance with the By-Laws of the Hunters Ridge



Townhouses Homeowners Association, Inc.

e. To have and to exercise any and all powers, rights and privileges which a corporation organized under the non-stock, not for profit, laws of the Commonwealth of Virginia may now or hereafter have or exercise.

3. The Association may be dissolved with the assent given in writing and signed by all members subject to the limitations of the Declaration.

In the event of dissolution of the corporation, all of its assets, both real and personal, tangible and intangible, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event dedication is refused, all assets shall be granted, conveyed, and assigned to any organization or group of persons named by the Board of Directors of the corporation which meets the following description and qualifications:

Said organization must be a corporation, community chest, fund, foundation or governmental unit organized exclusively for religious, charitable, scientific, or educational purposes for public services and benefit.

4. No part of the net earnings shall inure to the benefit of any individual.

5. Membership in the corporation shall be limited to property owners of the Hunters Ridge Townhouses. Each townhouse shall be entitled to one (1) vote. No other person or legal entity may be a member of the Association or vote in its affairs.

6. The membership shall elect all Directors of the corporation by a majority vote. There shall be no less than three (3) Directors, who need not be members of the Association as fixed by the ByLaws. The number of Directors may be changed by an amendment of the ByLaws of the

Association.

7. The address of the initial registered office shall be 1201 Jamestown Road, City of Williamsburg, Virginia 23185, and the name of the initial registered agent shall be LARRY R. McCARDLE, at that address, who is a resident of the State of Virginia, and whose business address is 1201 Jamestown Road, City of Williamsburg, Virginia 23185.

8. The number of Directors constituting the initial Board of Directors shall be three (3), who shall act until the selection of their successors, their names and addresses are as follows:

Larry R. McCardle  
910 South Henry Street  
Williamsburg, Virginia 23185

Sterling M. Nichols  
100 South Point Drive  
Williamsburg, Virginia 23185

William R. Bland  
404 Capitol Landing Road  
Williamsburg, Virginia 23185

9. The corporation shall exist perpetually.

10. Amendment of these Articles shall require the assent of more than two-thirds (2/3) of the entire membership.

11. Each person now or hereafter a director, officer, or agent of the corporation (and his heirs, and administrators) shall be indemnified by the corporation against all claims, liabilities, judgments, settlements, costs and expenses including all attorney's fees imposed upon or reasonably incurred by him in connection with or resulting from any party by reason of his being or having been a director, officer, or agent of the corporation (whether or not a director at the time such costs or expenses are incurred by or imposed upon him), except in relation to matters as to which he shall have been finally adjudged in such action, suit or

proceeding to be liable for gross negligence or willful misconduct in the performance of his duties as such director, officer or agent. In the event of any other judgment against such director, officer, or agent, or in the event of a settlement, the indemnification shall be made only if the corporation shall be advised, in case none of the persons involved shall be or have been a director, by the Board of Directors of the corporation, and otherwise by independent counsel to be appointed by the Board of Directors, that in its or his opinion such director, officer, or agent was not guilty of gross negligence or willful misconduct in the performance of his duty, and in the event of a settlement, that such settlement was or is in the best interest of the corporation. If the determination is to be made by the Board of Directors, it may rely as to all questions of law on the advice of independent counsel. Such right of indemnification shall not be deemed exclusive of any rights to which he may be entitled under any ByLaws agreement, vote of members, or otherwise.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_,  
1989.

\_\_\_\_\_  
WILLIAM R. BLAND, Incorporator (SEAL)

BY-LAWS  
OF  
HUNTERS RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION,  
INC.  
(A Not-For-Profit Corporation)

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ARTICLE I

OFFICES

The principal office of the Corporation shall be located in the City of WILLIAMSBURG , County of and State of VIRGINIA . The Corporation may also have such offices at such other places within or without the State as the Board of Directors may from time to time determine.

ARTICLE II

MEMBERS

1.(a) The persons signing the Certificate of Incorporation as Incorporators shall be the first members of the Corporation, unless they shall have resigned as such members or unless membership shall otherwise have been terminated. Thereafter, the eligibility and qualifications for membership, and the manner of and admission into membership shall be prescribed by resolutions duly adopted by the Board of Directors of the Corporation or by such rules and regulations as may be prescribed by the Board of Directors. All such resolutions or rules and regulations relating to members adopted by the Board of Directors of the Corporation shall be affixed to the By-Laws of the Corporation, and shall be deemed to be a part thereof. Such resolutions or rules and regulations adopted by the Board of

Directors may prescribe, with respect to all members, the amount and manner of imposing and collecting any initiation fees, dues or other fees, assessments, fines and penalties, the manner of suspension or termination of membership, and for reinstatement of membership, and, except as may hereinafter otherwise be provided, the rights, liabilities and other incidents of membership.

(b) The right or interest of a member shall not terminate except upon the happening of any of the following events: - death, resignation, expulsion, dissolution or liquidation of the Corporation.

2.(a) The Annual Meeting of Members of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the members on such date or dates as shall be permitted by law.

(b) Any Annual or Special Meeting of Members may be held at such place within or without the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

(c) Annual or Special Meetings of Members may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the members, when required to do so by law.

(d) Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than 10 days nor more than 50 days before the date of the meeting, to each member at his address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Corporation adopted by the Board of Directors, together with a concise statement of the changes made.

(e) At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and upon request therefor, any member who has given written notice to the Corporation, which request shall be made at least 10 days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall

be evidence of the right of the persons to vote at such meeting, and all persons who appear on such list or record to be members may vote at such meeting.

3. At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of Members.

4.(a) Meetings of the members shall be presided over by the following officers, in order of seniority - the Chairman of the Board, Vice Chairman of the Board, President, Executive Vice-President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a Secretary of the meeting.

(b) The order of business at all meetings of members shall be as follows:

Roll call.  
Reading of the minutes of the preceding meeting.  
Report of standing committees.  
Officers' reports.  
Old business.  
New business.

5. Every member may authorize another person to act for him by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his attorney in fact, and shall be revocable at the pleasure of the member executing it, except as

otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.

6. The directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

7. Except as provided by law, the members entitled to cast a majority of the total number of votes entitled to be cast at the meeting, shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Except to the extent provided by law, all other action shall be by a majority of the votes cast, provided that the majority of the affirmative votes cast shall be at least equal to a quorum. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.

8. The Board of Directors of the Corporation shall fix a record date for the purpose of determining



members entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than 50 days nor less than 10 days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining members for any purpose other than that specified in the preceding sentence shall be the close of business on the day on which the resolution of directors relating thereto is adopted. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors for such adjourned meeting.

9. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be non-transferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

10. In the event any capital contribution shall be made or accepted pursuant to authorization conferred by the Certificate of Incorporation of the Corporation, each certificate evidencing such capital contribution shall conform to the law of the State of Incorporation.

ARTICLE III

BOARD OF DIRECTORS

1. The Corporation shall be managed by a Board of Directors. Each director shall be at least 18 years of age, and shall be a member of the Corporation during his directorship. The initial Board of Directors shall consist of THREE persons. Thereafter, the number of directors constituting the entire Board shall be no less than three. Subject to the foregoing, the number of the Board of Directors may be fixed from time to time by action of the members or of the Directors. The number of Directors may be increased or decreased by action of the members or the Board of Directors, provided that any action by the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any director then in office.

2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualify. Thereafter, at each Annual Meeting of Members, the membership shall elect directors to hold office until the next Annual Meeting. Each director shall hold office until the expiration of the term for which he was elected, and until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

3.(a) Any or all of the members of the Board of Directors may be removed with or without cause by vote of the members of the Corporation. The Board of Directors may remove any director thereof for cause only.

(b) A director may resign at any time by giving written notice to the Board of Directors or to an officer

of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

5.(a) A regular Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of Members. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(b) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the directors then in office.

(c) Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of a meeting may be waived by any director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.

6. Except to the extent herein or in the Certificate of Incorporation of the Corporation provided, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors a quorum shall consist of a majority of the directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law and these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there be no Chairman or in his absence, the President shall preside and, if there be no President or in his absence, any other director chosen by the Board, shall preside.

8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

#### ARTICLE IV

#### OFFICERS

1. The Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant

Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the office of President and Secretary.

2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualifies. The Board of Directors may remove any officer with or without cause at any time.

3.(a) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(b) During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President.

(d) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall

have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

## ARTICLE V

### MISCELLANEOUS

1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all members.

2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.

3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

4.(a) All By-Laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the members entitled to vote in the election of directors, at a special meeting of the members called for such purpose.

(b) The Board of Directors shall have the power to make, alter or repeal, from time to time, By-Laws of the Corporation, except that the Board may not amend or repeal any by-law in which control thereof is vested exclusively in the members. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of members for the election of directors, the by-law so made, amended or repealed, together with a concise statement of the changes made.

The Secretary submitted to the meeting a list of all townhouse units which have closed with the name and addresses of the owners. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that pursuant to the DECLARATION each unit owner becomes a member of the ASSOCIATION with the right and privilege of one (1) vote per unit; that as each Deed is recorded the new unit owners will be added to the membership rolls of the ASSOCIATION: that upon the recordation of the Deed for the last unit in Section I - Phase A and B (45 units) and the registration of that owner as a member of the ASSOCIATION, the initial Board of Directors shall call for a meeting of all of the members, pursuant to the By-Laws; and this resolution shall be appended to the By-Laws as Addendum Number 1.

ADDENDUM 1