

WORK ORDER
James City County General Services Stormwater Division

Work Order Number: 1035

Status: OPEN	PIN: 4721501206	District: 4
Site Address: 1206 QUEENS CROSSING	Zip: 23185	
Owner: MERRICK, PHILIP B & PHYLLIS GREEN		
Subdivision: LaFontaine Condos		
Year Built 1997	<i>Legal = U-1200e Bldg 1200 Phase 10 LaFontaine</i>	

COMPLAINT DETAIL:	Call Date: 8/5/2012	Caller Name: Phil Merrick
Phone Home: 757-258-0821	Email: [REDACTED]	
Phone Cell: [REDACTED]	Phone Work: [REDACTED]	Fax: [REDACTED]
Complaint Request	Drainage Problem	

Complaint Comments

The drop inlet in front of his house/parking space is backing up and causing his car to flood multiple times

need covenants

PO 68 / 44-47
98001233
See doc
980001233

Inspector Comments:	Date Inspected:	[REDACTED]
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018241

DECLARATION OF CONDOMINIUM
OF
LA FONTAINE, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM
OF
LA FONTAINE, A CONDOMINIUM

University Square Associates, a Virginia general partnership, duly organized under the Laws of the Commonwealth of Virginia, being the owner of record of the fee simple title to the real property situate, lying and being in James City County, Virginia, more particularly described in Exhibit A, and being more particularly shown and depicted as "PHASE 1" on that certain plat entitled "LA FONTAINE CONDOMINIUMS AT WILLIAMSBURG CROSSING PHASE ONE FOR THE FRANCISCUS COMPANY JAMESTOWN DISTRICT JAMES CITY COUNTY, VIRGINIA", Scale 1" = 50', dated 08/09/96, made by Hassell & Folkes, P.C., both of which Exhibits are incorporated herein by reference, does hereby state and declare that the realty described in Exhibit A, together with the improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the Commonwealth of Virginia, Title 55, Section 55-79.39 et seq., Code of Virginia of 1950, as the same exists at the time of recording this Declaration in the Clerk's Office of the Circuit Court of James City County, Virginia, as hereinbelow more particularly set forth.

1. PURPOSE: NAME, ADDRESS AND LOCATION: LEGAL DESCRIPTION: EFFECT.

1.1 PURPOSE. The purpose of this Declaration is to submit the realty and improvements of the above mentioned property to condominium ownership and use in the manner prescribed by the Laws of the Commonwealth of Virginia.

1.2 NAME, ADDRESS AND LOCATION. The name of this Condominium is La Fontaine, a Condominium. The Condominium is located in James City County, Virginia. The address of the Condominium is 301 Queens Crescent, Williamsburg, Virginia 23185. The addresses of the individual Units within the Condominium are shown on Exhibit #1. Each Unit's "Unit Designation" or "Unit Number" is also shown in Exhibit #1, and all are in Williamsburg, Virginia 23185.

1.3 THE SUBMITTED LAND. The real property described in Exhibit A and depicted as "PHASE ONE" on Exhibit #1 is the land hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided in this instrument and the Exhibits attached hereto at such time as they become subject to the terms hereof.

1.4 EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits referenced herein and attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Land and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS. On Exhibit #1 there is a plat of the land which encompasses both the Submitted Land and the Additional Land. On Exhibit #1 there is a Plat which shows the location and dimension of the Submitted Land, the location of the Common Elements and the location and Unit Number designation of the Units located thereon. No Unit bears the same number as any other Unit. The plans of the various Units are depicted on Exhibit E-1

and the table on Exhibit #1 designates the Unit plan type for each Unit. On Exhibit E-1 there is a graphic description of the exterior styles and elevations.

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

3.1 "Additional Land" means those lands described in Exhibit B and shown as "ADDITIONAL LAND" on Exhibit #1, which may subsequently be submitted to condominium ownership hereunder by amendment to this Declaration as provided in paragraphs 6.1 through 6.13, below.

3.2 "Articles of Incorporation", means the Articles of Incorporation of the Association, heretofore filed with the State Corporation Commission.

3.3 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.

3.4 "Association" means La Fontaine Condominium Association, Inc., a non-stock, non-profit Virginia corporation which is the entity responsible for the operation of the Condominium.

3.5 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

3.6 "By-laws" means the By-laws of the Association as they exist from time to time.

3.7 "Common Elements" means all portions of the Condominium Property other than the Units.

3.8 "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments.

3.9 "Common Profits" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

3.10 "Condominium" means that form of ownership of real property which is created pursuant to the laws of the Commonwealth of Virginia and which is comprised of Units that may be owned by one or more persons, and in which there is appurtenant to each Unit an undivided share in the Common Elements. The term shall also mean La Fontaine, a Condominium, as established by this Declaration.

3.11 "Condominium Act" means the Condominium Act of the Commonwealth of Virginia as set forth in Section 55-79.39, et seq. of the Code of Virginia of 1950, as the same exists at the time of recording this Declaration in the Clerk's Office of the Circuit Court of James City County, Virginia.

3.12 "Condominium Instruments" shall be a collective term referring to this Declaration, By-laws, and plats and plans, recorded pursuant to the provisions of the Condominium Act. Any exhibit, schedule, or certification accompanying a Condominium Instrument and recorded simultaneously therewith shall be deemed an integral part of that Condominium Instrument. Any amendment or certification of any Condominium Instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, so long as

such amendment or certification was made in accordance with the provisions of the Condominium Act and this Declaration.

3.13 "Condominium Property" means and includes all lands and personal property hereby or hereafter subjected to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.14 "Condominium Unit" means a Unit together with the undivided interest in the Common Elements appertaining to that Unit.

3.15 "Declarant" means University Square Associates, a Virginia general partnership duly organized under the laws of the Commonwealth of Virginia, its successors and assigns, which has created this Condominium.

3.16 "Declaration" means this instrument and all Exhibits attached hereto.

3.17 "Institutional Lender" means a state or federal savings or commercial bank or savings and loan association or trust company, insurance company, real estate investment trust, pension fund, or an agency of the United States Government, mortgage company or like entity holding a mortgage on a Unit, and their successors and assigns.

3.18 "Limited Common Element" shall mean a portion of the Common Elements reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units.

3.19 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

3.20 "Person" means a natural person, corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination thereof.

3.21 "Submitted Lands" means those lands which are hereby and herein submitted to condominium ownership and described in Exhibit A.

3.22 "Unit" means a portion of the Condominium designed and intended for individual ownership and use.

3.23 "Unit Owner" means one or more persons who own a Condominium Unit.

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS.

4.1 INTEREST IN COMMON ELEMENTS AND UNITS. Each Unit Owner shall own, as an appurtenance to his Unit, an equal interest in the Common Elements. The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all Unit Owners, or unless the Condominium is expanded as provided in paragraphs 6.1 through 6.13 of this Declaration. No Unit Owner shall bring an action for partition or division of his undivided interest in the Common Elements. Each Unit Owner shall own his Unit in fee simple absolute, in addition to the undivided fee simple interest as a tenant in common with the Unit Owners, in Common Elements.

4.2 BOUNDARIES. A Unit consists of an individual structure and adjacent areas lying within the boundaries described in Paragraphs 4.2.1 through 4.2.5.

4.2.1 HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) **UPPER BOUNDARY** -- The horizontal plane of the upper surface of the sheetrock wallboard comprising the undecorated finished ceiling of the upper floor or upper level of the Unit.

(2) **LOWER BOUNDARY** -- The horizontal plane of the undecorated upper surface of the sub-floor, immediately below the finished floor.

4.2.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the vertical planes of the exterior surface of the sheetrock wallboard comprising the interior walls bounding the Unit extended to intersections with each other and with the Upper and Lower Boundaries.

(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior finished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

(2) The interior partitions within a Unit, including the ceilings and floors between the floors within a two story Unit are part of said Unit. The patio or balcony which service a particular Unit are part of the Unit. Where the patio or balcony adjoin any building, the perimetrical boundary of the Unit becomes the exterior surface of the patio or balcony.

4.2.3 STRUCTURAL INTEGRITY EASEMENT. There shall exist, as a Common Element, an easement for structural integrity affecting all of the partitions and floors within each Unit, so that none will be altered, rearranged or removed in any manner which would harmfully affect the structural integrity of the building of which it is a part.

4.2.4 MAINTENANCE EASEMENT. There shall exist, as a Common Element, an easement through each Unit for the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility or other services to the Units and the Common Elements, and for maintaining, repairing, servicing and replacing same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are appurtenant to and a part of such Unit and are not part of the Common Elements.

4.2.5 AIR CONDITIONING/HEATING/MECHANICAL. Notwithstanding any of the provisions of this paragraph 4 to the contrary, the air conditioning, refrigerating, heating and electrical

lines within the Unit, and the heating/air conditioning unit (heat pump), fan units, water and sewer lines, and other apparatus in connection therewith, which serve an individual unit (wherever located), shall be owned by the Unit Owner as a part of the Unit and are not part of the Common Elements.

4.3 RIGHT TO ALTER. Declarant reserves the right to alter the interior design, boundaries and arrangements of all Units as long as Declarant owns the Units so altered. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by Declarant without the approval of any other party. Declarant shall collaterally reapportion, if necessary, the shares of ownership in the Common Elements appurtenant to the Units concerned.

4.4 PARKING. There shall be assigned to each Unit, without charge, the exclusive right to use one automobile parking space, such assignment to be made as a Limited Common Element by this Declaration or by the Board of Directors, and may be made on the plat depicting the Unit. Such space shall be used only by the Unit Owner and such Unit Owner guests and invitees. All other unassigned parking spaces located on the Common Elements shall be available to Unit Owners, their guests and invitees on a first-come, first-served basis.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS. No Unit may be divided or subdivided into a smaller Unit. No Unit, or portion thereof, shall be added to or incorporated into any other Unit.

6. OPTION TO EXPAND THE CONDOMINIUM.

6.1 RESERVATION OF RIGHT. Declarant hereby expressly reserves unto itself and its successors and assigns, the option and right to expand the Condominium pursuant to the Condominium Act and subject to the provisions hereof.

6.2 DECLARANT'S OPTION. The option to expand the Condominium shall be at the sole and exclusive option of Declarant and shall not require the consent of any Unit Owner or Mortgagee.

6.3 DURATION OF OPTION. This option to expand the Condominium shall expire seven (7) years from the date of recordation of this Declaration if not sooner exercised. At any time prior to the expiration of such period, however, Declarant may terminate its option to expand or lessen the period within which it can be exercised by recording among the land records wherein this Declaration is recorded, an executed and notarized document terminating this option or altering the date this option shall expire.

6.4 THE ADDITIONAL LAND. The real property described in Exhibit B and depicted as "ADDITIONAL LAND" on Exhibit #1 is the land which may be added to the Condominium pursuant to Declarant's option to expand, which land is hereafter and heretofore referred to as "Additional Land".

6.5 ADDITION OF PORTIONS OF ADDITIONAL LAND. Declarant expressly reserves the right to add any, all, or any portion or portions of the Additional Land at any time, at different times, in any order, without limitation.

6.6 IMPROVEMENTS ON ADDITIONAL LAND. Declarant may (but shall not be obligated to) place structures, recreational facilities and vehicular parking areas and thoroughfares to be located on portions of the Additional Land, however Declarant reserves the right to make any or all improvements on the Additional land in any or all locations on the Additional Land, without limitation, and no assurances are made in that regard.

6.7 MAXIMUM NUMBER OF UNITS ON ADDITIONAL LAND. The maximum number of Units which may be created on the Additional Land is one hundred fifty (150). If any portion or portions of the Additional Land are added at any time or times, the maximum number of Units per acre which may be created on such portion or portions is thirty-six (36) Units per acre.

6.8 RESIDENTIAL USE. All Units to be created on any portion of the Additional Land shall be restricted exclusively to residential use, except as otherwise provided in paragraph 19.2 of this Declaration.

6.9 COMPATIBLE STRUCTURES. No assurances are made or given that the structures which may be constructed on any portion of the Additional Land added to the Condominium will be compatible with the structures on the Submitted Land in terms of quality of construction, the principal materials to be used, and architectural style.

6.10 OTHER IMPROVEMENTS. In addition to any structures which may be erected on the Additional Land, Declarant may (but shall not be obligated to) construct improvements thereon for recreational and/or service purposes including vehicular through fares shown on Exhibit #1. Declarant reserves the right to construct such recreational and service facilities as it desires; however, Declarant makes no assurances that any improvements will be made on any portion of the Additional Land.

6.11 ADDITIONAL UNITS. The Units which may be created on any Additional Land may be as shown on the plans attached as Exhibit #1; however, Declarant makes no assurances as to the type or types of Units that may be created thereon, or that such Units will be substantially identical to the Units in the Submitted Land.

6.12 LIMITED COMMON ELEMENTS. Declarant expressly reserves the right to create Common Elements upon the Additional Land which will subsequently be assigned as Limited Common Elements. Such Limited Common Elements shall not otherwise be assigned or reassignable.

7. EASEMENTS.

7.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

7.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Unit or Common Element shall encroach upon any other Unit or Common Element for any reason other than the purposeful negligent act of any person, then an easement appurtenant to such affected Unit or Common Element shall exist for so long as such encroachment shall naturally exist.

7.3 UTILITY EASEMENTS. Utility easements are reserved and granted through the Condominium Property as may be required for construction and maintenance of utility services in order to adequately serve the Condominium.

7.4 INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

7.5 USE. The use of any easement by a Unit Owner shall be subject to all of the provisions of this Declaration, as the same may exist from time to time.

7.6 SURVEY EXHIBIT--EASEMENTS. The Declarant shall have the right to create for others or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Paragraph 7. Further, Declarant shall have the unequivocal right without the joinder of any other party to grant such easements (ingress, egress and maintenance) to such parties as Declarant deems fit. If such easement is granted, as of the date hereof, the portion thereof that falls within the confines of the Condominium Property shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of such easements, if any, shall be as provided for therein, and if no such provision is made, the Association shall be responsible for the maintenance and care thereof. Declarant, or its designee, shall have the right but not the obligation to enter the Condominium Property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the Declarant grant additional easements which connect with or are intended to supplement, replace or relocate the easements, the same shall automatically be part of the easements provided therein as if originally set forth.

7.7 EASEMENT TO FACILITATE EXPANSION. The Declarant shall have a transferable easement over and on the Common Elements for the purpose of making improvements on the Additional Land pursuant to the provisions of this Declaration and the Condominium Act, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

7.8 ADDITIONAL EASEMENTS. Declarant reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time during the period of Declarant's control provided in the By-laws, for any purpose, without the joinder of the Association or any Unit Owners whomsoever, provided, that said easements so created shall not cause a taking of part of the actual buildings. However, if requested, the Association and Unit Owners shall join in the creation thereof.

8. COMMON EXPENSE; COMMON PROFITS. Each Unit shall share in the Common Profits and be liable for the Common Expenses in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements. The right to share in the Common Profits does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the Condominium.

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

9.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Declaration and the Condominium Act.

9.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

9.3 POWERS OF ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration,

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

9.4 REPORTS TO LENDERS. So long as an Institutional Lender is the owner or holder of a first mortgage or first deed of trust encumbering a Unit in the Condominium, the Association shall furnish said Institutional Lender with one (1) copy of the annual financial statement and report of the Association pertaining to the Unit upon which the mortgage is held, provided said Institutional Lender requests same in writing.

9.5 INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

9.6 VOTING. The voting of each Unit Owner shall be governed by the provisions of the By-laws.

9.7 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.

10. USE AND OCCUPANCY.

10.1.1 RESIDENTIAL USE. Each Unit is hereby restricted to residential use as a single-family residence by the owner or owners thereof, their immediate families, guests and invitees. At no time may the Unit be used by more persons than for which it was designated.

10.1.2 OWNERSHIP BY ENTITY. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person, if any, who is to be the permanent Occupant of such Unit. Such entity shall not thereafter have the right to designate other persons as the Occupants of such Unit, whether in substitution of or in addition to the persons initially designated, except with the approval of the Association. All provisions of the Declaration shall apply to such designated Occupants as though they had title to such Unit and the entity owing such Unit shall be bound thereby. These provisions of Paragraph 10 of the Declaration shall not be applicable to Declarant or to any Corporation formed or controlled by Declarant.

10.1.3 GENERAL USE RESTRICTION. No person shall use the Condominium Property or any part thereof, in any manner contrary to the Condominium Instruments.

10.1.4 **LAWFUL USE.** No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

10.1.5 **ALTERATIONS AND ADDITIONS.** No Unit Owner shall make or permit to be made any material alteration, addition or modification to his Unit without the prior written consent of the Association. No Unit Owner shall cause any improvements or changes to be made on the exterior of the Unit, including painting or other decoration, without the written permission of the Association and Declarant (during the period of Declarant's control provided in the By-laws). The intended improvement or change must be in substantial conformity with the exterior of the other Units in the Condominium in terms of quality of construction, the principal materials to be used and architectural style. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections whether inside or outside of the Unit or in any manner change the appearance of any portion of the Condominium Property without the written permission of the Association and Declarant (during the period of Declarant's control provided in the By-laws). No Unit Owner may cause any material puncture or break in the boundaries of his Unit without the written permission of the Association and Declarant (during the period of Declarant's control provided in the By-laws).

10.1.6 **NUISANCES.** No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.

10.1.7 **APPLICABILITY TO DECLARANT.** Neither the Unit Owners nor the Association, nor their use of the Condominium, shall interfere with the Declarant's sale of the Condominium Units. Anything contained herein to the contrary notwithstanding, the Declarant may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit in the Condominium.

10.2 **RULES AND REGULATIONS.** All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the entity in control thereof and the provisions of this Declaration and the By-laws of the Association.

11. **MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY, ALTERATIONS AND IMPROVEMENTS.**

11.1 **MAINTENANCE BY ASSOCIATION.** Except as otherwise provided, the Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements, including the Limited Common Elements.

11.2 **MAINTENANCE OF UNIT OWNER.** Each Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit including, but not limited to, all doors, windows, glass, screens, patios, balconies, gutters and downspouts, electrical panels, electric wiring, electric outlets and fixtures, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and

connections, the interior and exterior surfaces of all walls, floors, fences and ceilings and all other portions of his Unit.

11.3 CONFORMITY OF MAINTENANCE, STYLE AND MATERIALS. All repairs, painting, replacements and maintenance, whether made by Unit Owners or the Association, to the doors, windows, fences, gates or the exterior surface of any building, including roofs, or to any generally visible portion of the Units and Common Elements shall be carried out in such a manner so as to conform to the materials, architecture, style, color and quality of construction initially provided by the Declarant.

11.4 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to his Unit, as specified above, or refuse to maintain, paint and make repairs as required, or should a Unit Owner cause any damage to the Common Elements, the Association may undertake such repairs, painting, replacements or maintenance, and levy a special assessment for the cost thereof against said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

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

11.6 RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the Common Elements or Unit, the Unit Owner shall permit an authorized agent, agents or contractor of the Association to enter such Unit, or to go upon the Common Elements PROVIDED, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of entry.

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

12.1 RESPONSIBILITY. If any taxing authority levies or assesses any tax or special assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any Unit to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each Unit.

12.2 PERSONAL PROPERTY TAXES. All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be a Common Expense.

13. LEASING OF CONDOMINIUM UNITS. The leasing of Condominium Units shall be subject to such reasonable Rules and Regulations as may be established, from time to time, by the Association. The Association shall not have the right, however, to restrict, regulate or determine the period, rent or lessees of any lease of

a Condominium Unit, except that no Unit may be leased for transient purposes or for a period of less than one (1) month's duration. The Unit Owner shall provide the Association a copy of any lease entered into with respect to his Unit and such reasonable information as the Association requires with respect to the tenants of the Unit. It shall be the responsibility of the lessor of a Condominium Unit to transfer to his lessees all of the Condominium Instruments originally provided to said lessor and to provide in all leases for a Condominium Unit that the lessee shall be bound by the Condominium Instruments and that a breach of the Condominium Instruments by the lessee shall be a breach of the lease. Notwithstanding this paragraph 13, the Lessee shall be bound by the terms of this instrument even though the lessor has failed to comply herewith. None of the provisions of this Paragraph 13 shall apply to any Unit owned, initially or reacquired, by the Declarant or any corporation or entity that is a parent, subsidiary, or affiliate of the Declarant and said firms may lease any such Units as they deem fit (during the period of Declarant's control provided in the By-laws).

14. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions:

14.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 14 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid. All Institutional Lenders which hold first mortgages on Units totaling more than \$1,000,000.00 shall, if they so request, have the right to reasonably approve the policies and the amount of insurance thereof. In the event the Association fails or refuses to provide the insurance herein provided, said Institutional Lenders shall have the right to pay for same and be subrogated to the lien rights of the Association as herein provided against all the Units in order to recover any such payments.

14.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

14.3 UNIT OWNER'S RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation referred to herein and shall waive any right to contribution.

14.4 COVERAGE. The following coverage shall be obtained by the Association:

a. The buildings and all other insurable improvements upon the land, including all of the Units as originally constructed, furnished and equipped by Declarant, Common Elements and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against loss or

damage by fire and other hazards, as determined by the Association, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than \$1,000,000.00 for bodily injury or death to any person; not less than \$1,000,000.00 for bodily injury or death resulting from any one accident or occurrence, and not less than \$1,000,000.00 for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner, and one Unit Owner to another.

c. Fidelity insurance or fidelity bond coverage shall be obtained in such an amount and in such form as required by the Association, but in no event shall such coverage be less than the greater of (i) the maximum amount of funds in the Association's custody at any one time, or (ii) the sum of three (3) months assessments on the entire Condominium plus reserves held by the Association. Such coverage shall afford protection against dishonest acts on the part of directors, officers, managers, managing agents, trustees, employees or volunteers responsible for handling funds belonging to, or to be administered by, the Association.

d. Workmen's compensation policies shall be obtained to meet the requirements of law.

e. Such other insurance as the Board of the Association may determine to be necessary from time to time.

14.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 14.4a shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to a bank doing business in James City County, Virginia and having trust powers which shall be designated from time to time by the Association as Insurance Trustee, whose appointment is subject to the reasonable approval by the Institutional Lender holding the greatest dollar amount of first mortgages on the Units. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

a. Proceeds received on account of damage to Common Elements shall be held for the Units in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.

b. Proceeds on account of damage to the Units shall be held in the following manner in undivided shares:

(1) PARTIAL DESTRUCTION WHEN THE DAMAGE IS TO BE RESTORED: For the benefit of the Unit Owners of the damaged Units in proportion to the cost of restoring the same suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportions. Each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(2) **TOTAL DESTRUCTION OF A BUILDING WHEN THE DAMAGE IS NOT TO BE RESTORED:** For all Unit Owners of the destroyed building, the share of each being in the same proportion as the Unit Owner's undivided share in the Common Elements which is appurtenant to his Unit compared with the other Unit Owners in the destroyed building. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

14.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee) in the following manner:

a. If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association.

b. If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners for whom it is being held and their mortgagees as their interests may appear.

c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver said certificate.

14.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. **COMMON ELEMENT.** If the damage is only to a Common Element the damaged property shall be reconstructed.

b. **DAMAGE TO UNITS:**

(1) If the damage is to Units and if Units to which more than eighty percent (80%) of the Common Elements are appurtenant are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed and the Condominium will be terminated unless within sixty (60) days after the casualty Unit Owners owning eighty percent (80%) or more of the Common Elements agree in writing to such reconstruction. Notwithstanding the foregoing, if the damages could be repaired for \$1,000,000.00 or less the property shall be reconstructed.

(2) If the damage is to Units, but Units to which twenty percent (20%) or more of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, then reconstruction shall be determined on a building-by-building basis as follows:

(2.1) If Units in a particular building which represent fifty percent (50%) or more of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed unless within sixty (60) days after the casualty the Owners of Units which represent eighty percent (80%) or more of the Common Elements appurtenant to all the Units in said building agree in writing not to reconstruct, in which event the Units in that building shall be removed from the Condominium (without agreement) pursuant to Paragraph 14.16 and 14.17 hereof. Notwithstanding the foregoing, if such property may be reconstructed for \$75,000.00 or less, the property shall be reconstructed.

(2.2) If Units in a particular building which represent more than fifty percent (50%) of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be untenable, then said damaged building will not be reconstructed and the Units in the Building will be removed from the Condominium (without agreement) as provided in Paragraph 14.16 and 14.17 hereof, unless within sixty (60) days after the casualty the Owners of Units which represent seventy-five percent (75%) or more of the Common Elements appurtenant to all the Units in said building agree in writing to such reconstruction, PROVIDED, HOWEVER, that notwithstanding the fact that the required number of Units are untenable, if such property may be reconstructed for \$75,000.00 or less, the property shall be reconstructed.

c. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

14.9 RESPONSIBILITY. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner then the Unit Owner shall be responsible for reconstruction after casualty. The Unit shall be repaired immediately. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

14.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes, if required, or as may otherwise be agreed upon by the Association and all Institutional Lenders.

14.11 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to reconstruct. Such cost may include professional fees and premiums for such bonds as the Board may desire or those required by any Institutional Lender involved.

14.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit

Owner's share in the Common Elements. If, prior to commencement of any reconstruction, the insurance proceeds are not sufficient to defray the estimated costs of reconstruction, the special assessments against Unit Owners as herein provided must be paid in full before any of said insurance proceeds may be disbursed as hereinafter provided, so as to ensure there are sufficient funds currently available to complete said reconstruction. This requirement may be waived by the Association, but only upon approval by all Institutional Lenders.

14.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner: to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

b. If the amount of the estimated cost of reconstruction is less than \$25,000.00, and is the responsibility of the Association: The construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

c. If the amount of the estimated cost of reconstruction is more than \$25,000.00, and is the responsibility of the Association, then the reconstruction funds shall be applied by the Insurance Trustee to the payment of such costs and shall be paid for the account of the Association, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialman's liens.

(3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the Association.

e. Payment for any reconstruction made under Subparagraphs a., b. and c. of this Paragraph shall be made by the Insurance Trustee and the Unit Owner, or the Association, only upon presentation of bills for materials in place, and upon supplying or furnishing labor, services and materials or work covered and included in such statements for which failure to pay might result in a lien on the Common Elements.

14.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued relative to any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgagee shall have the right to determine or participate in the determination whether the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee where the responsibility for reconstruction is that of the Unit Owner. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for the restoration of such damage. The provisions hereof shall not effect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

14.15 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the Association or of a particular building is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

14.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 14.8.b, the Condominium is not terminated but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the sole prorata expense of the Unit Owners who own Units in said building. The expense thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

14.17 CONVEYANCE TO ASSOCIATION. In the event, pursuant to the provisions of Paragraph 14.8.b. hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their Mortgagees of said building on account of casualty to said building, shall be contingent upon such Unit Owners' conveying by Quit-claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the mortgagees thereof executing Deeds of Release, in recordable form, for all mortgages encumbering Units in said building. The share of Common Expenses of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own one hundred percent (100%) of the Common Elements due to the fact that the Association will own the Units of said building which are not restored, and in order to collect said Common Expenses attributable to the Units owned by the Association, there shall be added as a Common Expense an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expense equals said actual expenses and assessments.

15. ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT.

15.1 GENERAL AUTHORITY. The Association shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time.

15.2 UNIT OWNER'S GENERAL LIABILITY. Except as herein specified to the contrary, all assessments levied against Unit Owners and Units shall be on an equal basis. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association by the owner of such Unit(s), shall be a Common Expense.

15.3 WATER AND SEWER ASSESSMENT. James City County and the local Sanitation District will bill the Association for all water and sewer usage of the Condominium. Each Unit will be sub-metered by the Association for water and sewer usage and the Association will bill each Unit Owner directly on a monthly or such other periodic basis as the Association determines for such Unit's actual usage of water and sewer services and for a processing charge. Such billing shall constitute a special assessment against the Unit and Unit Owner and the Unit Owner's obligation for such special assessment shall be the same as the assessment of the Unit Owner for Common Expenses provided herein.

15.4 PAYMENT. The assessment levied against the Unit Owner and his Unit shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the Association.

15.5 EMERGENCIES. If assessments levied are, or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

15.6 RESERVES.

a. RESERVE FUND. The Board of Directors of the Association in assessing for Common Expenses shall include therein a sum to be collected as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment for which it has the responsibility to maintain and repair, as well as the replacement of personal property which may be a portion of the Condominium Property.

b. OPERATING RESERVE FUND. The Board of Directors of the Association in assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessment by Unit Owners or as a result of emergencies.

15.7 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be commingled with other monies held by the Association. All assessments received by the Association shall be for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest

therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

15.8 DEFAULT. The payment of any assessment or installation thereof due to the Association shall be in default if such payment is not paid to the Association when due. In the event that any Unit Owner is in default in payment of any assessments or installations thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and court costs.

15.9 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.

15.10 LIEN. The Association is hereby granted a lien upon each Condominium Unit, together with a lien on all tangible personal property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and sums advanced on behalf of the Unit Owner in payment of his obligations as set forth in the Condominium Instruments and reasonable attorney's fees incurred as an incident to the enforcement of said lien. The lien granted to the Association may be foreclosed as provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on accounts of Institutional Lenders, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.

15.11 LATE CHARGE. If any monies from a Unit Owner, including assessments, are not paid within ten days from their due date there shall automatically be assessed a late charge of \$10.00 for each thirty days during which such monies are not paid. Each monthly assessment or other sum due from a Unit Owner shall be considered a different obligation for the purposes of this paragraph.

15.12 PROVISIO. In the event that any person or Institutional Lender shall acquire title to any Unit by virtue of either foreclosure of a first mortgage or deed of trust, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to the Condominium Unit or chargeable to the former Unit Owner to the Unit which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or deed of trust. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Following said acquisition, all Unit Owners of any nature, including, without limitation, a purchaser at a judicial sale or Institutional Lender, shall be liable for all assessments coming due while they are Unit Owners.

15.13 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee or lienor may require the appropriate certificate as set forth in Section 55-79.84(h) of the Condominium Act. The Association may charge a fee for such certificate as allowed by the Condominium Act.

15.14 EVIDENCE OF ASSESSMENTS PAID. Any person who acquires an interest in a Unit, including acquisition through foreclosure of a first mortgage, deed of trust or by deed in lieu thereof, and including without limitation, persons acquiring title by operation of law, may request the certificate as set forth in Section 55-79.84(h) of the Condominium Act as evidence of the status of unpaid assessments levied against the Unit, and such statement shall be binding upon the Association and all Unit Owners. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them or required by law.

15.15 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

15.16 LIENS--MECHANICS. The creation and enforcement of mechanic's, and other, liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of the Condominium Act and the laws of the Commonwealth of Virginia.

16. TERMINATION. The Condominium may be terminated in the following manner:

16.1 DESTRUCTION. If it is determined because of the circumstances and in the manner provided in Paragraph 14 that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

16.2 AGREEMENT. The Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

If the proposed termination is submitted to a meeting of the Association, and if the approval of the owners of not less than eighty percent (80%) of the Common Elements and their Institutional Lenders is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association), shall have the option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination, or not voting, may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Unit Owners of the Units voting against termination. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

b. PRICE. The sale price for each Unit shall be the fair market value as determined between the Unit Owner and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any

Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.

c. PAYMENT. The purchase price shall be paid in cash.

d. FORM. The contract shall be in the form of the Contract for Sale and Purchase then in use in Williamsburg, Virginia.

e. CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.

16.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

16.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%).

16.5 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Common Elements shall be extinguished by virtue of the termination of the Condominium.

16.6 AMENDMENT. This Paragraph 16 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages upon the Units.

17. AMENDMENTS. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

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

17.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either a sixty-six and two thirds percent (66-2/3%) vote of the entire Board of Directors of the Association, or by a sixty-six and two thirds percent (66-2/3%) vote of the members at a duly called and noticed meeting. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

a. Not less than sixty-six and two thirds percent (66-2/3%) of the entire membership of the Board of Directors and by not less than sixty-six and two thirds percent (66-2/3%) of the votes of the entire membership of the Association; or,

b. Not less than ninety percent (90%) of the votes of the entire membership of the Association; or,

c. Until the first election of a majority of the directors by members of the membership other than Declarant, by all of the Directors.

17.3 OMISSION OR ERROR. Whenever it shall appear that there is an omission or error in the Condominium Instruments the correction of which would not materially or adversely affect the property rights of any Unit Owners, the Condominium Instruments may be amended in the following manner: Such amendment may be proposed by the Board of Directors at any duly called and noticed regular or special meeting of the Board and shall become effective when unanimously approved by the entire Board. In the event the property rights of any Unit Owners are materially or adversely affected, the error or omission may be adopted in this manner if such affected Unit Owner(s) joins in the execution of the Certificate of Amendment to be recorded. In addition, the Condominium Instruments may be amended by the Declarant unilaterally pursuant to and in accordance with Section 55-79.71.F. of the Condominium Act.

17.4 PROVISIO.

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

b. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Lender without the written consent of the Institutional Lender affected.

c. No material amendment shall be passed without the prior written approval of the Institutional Lender having the maximum number of first mortgages on Condominium Units in the Condominium as provided in Paragraph 14.7 of the By-laws.

18. REMEDIES.

18.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of the Condominium Instruments as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by the Association, the managing agent, if any, Declarant, or, if appropriate, by one or more Unit Owners, and the prevailing party shall be entitled to recover reasonable attorney's fees. Each Unit Owners acknowledges that the failure to comply with any of the provisions of the Condominium Instruments shall or may constitute an injury to the Association, the managing agent, if any, Declarant or the other Unit Owners, and that such injury may be irreparable.

18.2 COSTS AND ATTORNEY'S FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Instrument or its exhibits, the Association, the managing agent, if any, or the Declarant, whichever is appropriate, shall be entitled to recover the costs of the proceedings, including reasonable attorney's fees. In any action by or against Declarant, where Declarant is the prevailing party, arising out of or concerning the Condominium Instruments or Declarant's obligations thereunder, Declarant shall be entitled to recover all costs of the proceedings, including reasonable attorney's fees at all levels including the trial and appellate level.

18.3 NO WAIVER. The failure of Association, the managing agent, if any, a Unit Owner, or the Declarant to enforce any right,

provision, covenant, or condition created or granted by the Condominium Instruments shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

18.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, the managing agent, if any, Declarant, or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

18.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit does agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court in and for the City of Virginia Beach, Virginia, as the same is now constituted or any court in the future that may be the successor to the court contemplated herein. All such parties do further waive the right to trial by jury and consent to a trial by the court without a jury.

18.6 APPOINTMENT OF AGENT; PROVISIO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of the Commonwealth of Virginia as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in this Condominium and if service cannot be accomplished in any other reasonable fashion. The provisions hereof shall not be applicable to service upon the Declarant.

19. MISCELLANEOUS RIGHTS OF DECLARANT.

19.1 CONFLICT OF INTERESTS. No representatives of the Declarant serving on the Board of Directors of the Association shall be required to disqualify himself upon any vote upon any management contract, lease, or other matter between the Declarant, or managing agent, if any, and the Association where Declarant, or managing agent, if any, may have a pecuniary or other interest. Declarant, as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease, or other matter where Declarant may have a pecuniary or other interest, nor shall any conflict of interests be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.

19.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Declarant shall have the right to use and occupy any, all, or any number of unsold Units and the Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office, Model Unit, or for any other purpose. Until the Declarant has conveyed the last Unit in the Condominium, or Units in other condominiums in the area developed by Declarant, the Declarant shall not be subject to the use or other restrictions contained in any of the provisions of this Declaration or Exhibits attached hereof. Notwithstanding this paragraph, Declarant must pay assessments on Units owned by Declarant, just like any other Unit Owner.

20. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their place of residence in the Condominium. Notices to the Association shall be delivered or mailed to the Secretary of

the Association, or in case of the Secretary's absence, then to the President of the Association.

Notices to the Declarant shall be made by delivery to Declarant at: 620 Village Drive, Suite E, Virginia Beach, Virginia 23454.

21. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the Commonwealth of Virginia.

22. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.

23. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

24. SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

25. ASSIGNMENT. The Declarant may, upon conveyance of all or a portion of the Units it owns and/or all or a portion of the Additional Land, prior or subsequent to any such conveyance, designate the grantee thereof as a successor Declarant or Declarant who shall then be deemed to have all rights granted and reserved to Declarant herein.

26. DECLARANT'S MORTGAGEE. Any person or entity which holds a mortgage executed by Declarant, either prior to or subsequent to the recordation of this Declaration, encumbering any part or all of the Condominium Property, shall be deemed to be an Institutional Lender for the purposes of this Declaration and shall have all rights and privileges appertaining thereto.

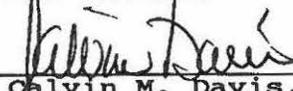
IN WITNESS WHEREOF, the Declarant has executed this Declaration on this 20th day of December, 1996.

UNIVERSITY SQUARE ASSOCIATES,
a Virginia general partnership

By: MARKET PLANNERS ASSOCIATES, INC.,
a Virginia corporation,
General Partner

By: 
Frank R. Spadea, President

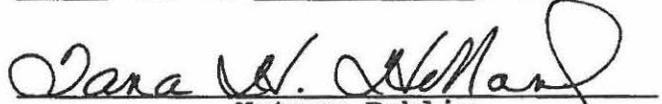
By: CENTER DEVELOPMENT OF
WILLIAMSBURG, INC.,
a Virginia corporation,
General Partner

By: 
Calvin M. Davis, Jr.,
President

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

I, TANA H. HOLLAND, a Notary Public in and for the City and State aforesaid, do hereby certify that FRANK R. SPADEA, President of MARKET PLANNERS ASSOCIATES, INC., a Virginia corporation, General Partner of UNIVERSITY SQUARE ASSOCIATES, a Virginia general partnership, whose name as such is signed to the foregoing Declaration bearing date on the 20th day of December, 1996, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 20th day of December, 1996.

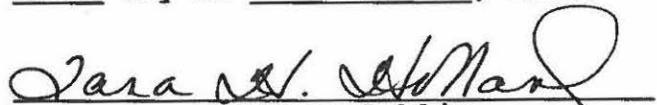

Notary Public

My commission expires: 9/30/99

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

I, TANA H. HOLLAND, a Notary Public in and for the City and State aforesaid, do hereby certify that CALVIN M. DAVIS, President of CENTER DEVELOPMENT OF WILLIAMSBURG, INC., a Virginia corporation, General Partner of UNIVERSITY SQUARE ASSOCIATES, a Virginia general partnership, whose name as such is signed to the foregoing Declaration bearing date on the 20th day of December, 1996, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 20th day of December, 1996.


Notary Public

My commission expires: 9/30/99

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EXHIBIT A

SUBMITTED LAND

ALL THAT certain lot, piece, or parcel of land, lying, situate and being in James City County, Virginia, with the improvements thereon and appurtenances thereunto belonging, which said parcel of land is more particularly depicted and described as "PHASE ONE TOTAL AREA = 7.127 AC. or 310,441 SQ. FT." on that certain plat entitled "EXHIBIT #1 PHASE ONE LAFONTAINE CONDIMINIUMS AT WILLIAMSBURG CROSSING PHASE ONE FOR THE FRANCISCUS COMPANY JAMESTOWN DISTRICT JAMES CITY COUNTY, VIRGINIA" which said plat is attached to the Declaration as "Exhibit #1" and is to be recorded herewith and with reference to which said property being more particularly described as follows:

BEGIN at a point in the western line of the right of way of Kings Way, which said point is the intersection of the property line between Parcel 6 (P.B. 52, PG. 78) as shown on the aforesaid plat and the property herein depicted with the western line of the right of way of Kings Way, and from said Point of Beginning thence running S0°14'53"W 177.06 feet; thence N89°45'07"W 94.94 feet; thence S41°21'00"W 110.55 feet; thence S48°39'00"E 60.00 feet; thence S41°21'00"W 116.16 feet; thence S48°39'00"E 111.00 feet; thence S41°21'00"W 150.57 feet; thence along a curve to the right having a radius of 282.00 feet 161.60 feet; thence S18°08'57"E 45.11 feet; thence N71°51'03"E 91.88 feet; thence along a curve to the left having a radius of 50.00 feet 6.66 feet; thence N64°13'04"E 42.16 feet; thence along a curve to the left having a radius of 25.00 feet 5.13 feet; thence along a curve to the left having a radius of 655.00 feet 44.28 feet; thence along a curve to the left having a radius of 25.00 feet 4.86 feet; thence S78°35'34"W 44.75 feet; thence along a curve to the left having a radius of 50.00 feet 5.88 feet; thence S71°51'03"W 92.27 feet; thence S18°08'57"E 118.94 feet; thence N71°51'03"E 117.00 feet; thence N58°11'50"E 47.99 feet; thence along a curve to the left having a radius of 655.00 feet 147.97 feet; thence S50°44'00"W 517.51 feet; thence N48°49'53"W 143.67 feet; thence N48°44'37"W 192.99 feet; thence N48°41'32"W 2.96 feet; thence N41°21'00"E 101.47 feet; thence S48°39'00"E 3.00 feet; thence N41°21'00"E 32.33 feet; thence N48°39'00"W 5.67 feet; thence N41°21'00"E 25.17 feet; thence N48°39'00"W 4.67 feet; thence N48°39'00"W 103.67 feet; thence S41°21'00"W 104.00 feet; thence N48°39'00"W 15.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence S41°21'00"W 2.06 feet; thence N48°43'28"W 24.00 feet; thence N41°21'00"E 2.09 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N48°39'00"W 15.00 feet; thence N41°21'00"E 108.76 feet; thence N48°39'00"W 99.00 feet; thence N41°21'00"E 15.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N48°39'00"W 6.00 feet; thence N41°21'00"E 24.00 feet; thence S48°39'00"E 6.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N41°21'00"E 15.00 feet; thence S48°39'00"E 99.00 feet; thence N41°21'00"E 245.00 feet; thence N48°39'00"W 97.00 feet; thence N41°21'00"E 15.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N41°21'00"E 24.00 feet; thence S48°39'00"E 88.00 feet; thence along a curve to the left having a radius of 20.00 feet 2.00 feet; thence N41°21'00"E 108.23 feet; thence N48°39'00"W 128.90 feet; thence along a curve to the left having a radius of 20.00 feet 2.00 feet; thence S41°21'00"W 85.78 feet; thence N48°39'00"W 24.21 feet; thence N41°21'00"E 0.41 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N48°39'00"W 14.79 feet; thence N41°21'00"E 93.45 feet; thence N48°39'00"W 126.00 feet; thence N41°21'00"E 15.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N48°39'00"W 6.00 feet; thence N41°21'00"E 24.00 feet; thence S48°39'00"E 6.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N41°21'00"E 15.00 feet; thence S48°39'00"E 126.00 feet; thence N41°21'00"E 118.00 feet; thence N31°48'58"W 97.42 feet; thence N58°11'02"E 15.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N31°48'58"W

6.00 feet; thence N58°11'02"E 12.00 feet; thence N31°48'58"W 24.97 feet; thence along a curve to the right having a radius of 957.73 feet 165.00 feet; thence along a curve to the right having a radius of 273.50 feet 95.93 feet; thence S45°16'50"E 14.01 feet to a point, the POINT OF BEGINNING.

LESS AND EXCEPT that certain lot, piece or parcel of land included within the bounds of the above described property which is denoted as "Additional Land" on the above referenced plat, which said parcel is shown on sheet number 2 of the above plat, and with reference to which said excepted property being more particularly described as follows:

BEGIN at a point in the southern corner of the intersection of Queens Way and Queens Crossing as shown on the plat, and from said point of beginning thence running along a curve to the right having a radius of 222.00 feet 119.65 feet; thence S18°08'57"E 152.05 feet; thence S7°51'03"W 104.50 feet; thence S18°08'57"E 0.78 feet; thence N61°29'38"W 19.67 feet; thence N18°08'57"W 80.42 feet; thence S41°21'00"W 26.37 feet; thence N48°39'00"W 3.00 feet; thence S41°21'00"W 61.50 feet; thence N48°39'00"W 101.33 feet; thence N41°21'00"E 249.76 feet to a point, the POINT OF BEGINNING.

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EXHIBIT B

ADDITIONAL LAND

All that certain lot, piece or parcel of land, with the easements and appurtenances thereto, situate in James City County, Virginia, designated and shown as "ADDITIONAL LAND AREA = 6.336 AC. or 276,021 SQ. FT." on that certain plat entitled "EXHIBIT #1 PHASE ONE LAFONTAINE CONDIMINIUMS AT WILLIAMSBURG CROSSING PHASE ONE FOR THE FRANCISCUS COMPANY JAMESTOWN DISTRICT JAMES CITY COUNTY, VIRGINIA" which said plat is attached to the Declaration as "Exhibit #1" and is to be recorded herewith and with reference to which said property being more particularly described as follows:

All that certain parcel of land, with the easements and other appurtenances thereto, situate in James City County, Virginia, known and designated as PARCEL 12 on that certain "PLAT OF PARCEL 12 WILLIAMSBURG CROSSING BEING A SUBDIVISION OF THE RESIDUAL PARCEL JAMES CITY COUNTY, VIRGINIA", dated 5/18/93, Scale: 1" = 200', prepared by Langley and McDonald, P.C., duly of record in the Clerk's Office of the Circuit Court of James City County, Virginia in Plat Book 57, page 77, reference to which is hereby made for a more particular description of said property.

LESS AND EXCEPT ALL THAT certain lot, piece, or parcel of land, lying, situate and being in James City County, Virginia, with the improvements thereon and appurtenances thereunto belonging, which said parcel of land is more particularly depicted and described as "PHASE ONE TOTAL AREA = 7.127 AC. or 310,441 SQ. FT." on that certain plat entitled "EXHIBIT #1 PHASE ONE LAFONTAINE CONDIMINIUMS AT WILLIAMSBURG CROSSING PHASE ONE FOR THE FRANCISCUS COMPANY JAMESTOWN DISTRICT JAMES CITY COUNTY, VIRGINIA" which said plat is attached to the Declaration as "Exhibit #1" and is to be recorded herewith and with reference to which said property being more particularly described as follows:

BEGIN at a point in the western line of the right of way of Kings Way, which said point is the intersection of the property line between Parcel 6 (P.B. 52, PG. 78) as shown on the aforesaid plat and the property herein depicted with the western line of the right of way of Kings Way, and from said Point of Beginning thence running S0°14'53"W 177.06 feet; thence N89°45'07"W 94.94 feet; thence S41°21'00"W 110.55 feet; thence S48°39'00"E 60.00 feet; thence S41°21'00"W 116.16 feet; thence S48°39'00"E 111.00 feet; thence S41°21'00"W 150.57 feet; thence along a curve to the right having a radius of 282.00 feet 161.60 feet; thence S18°08'57"E 45.11 feet; thence N71°51'03"E 91.88 feet; thence along a curve to the left having a radius of 50.00 feet 6.66 feet; thence N64°13'04"E 42.16 feet; thence along a curve to the left having a radius of 25.00 feet 5.13 feet; thence along a curve to the left having a radius of 655.00 feet 44.28 feet; thence along a curve to the left having a radius of 25.00 feet 4.86 feet; thence S78°35'34"W 44.75 feet; thence along a curve to the left having a radius of 50.00 feet 5.88 feet; thence S71°51'03"W 92.27 feet; thence S18°08'57"E 118.94 feet; thence N71°51'03"E 117.00 feet; thence N58°11'50"E 47.99 feet; thence along a curve to the left having a radius of 655.00 feet 147.97 feet; thence S50°44'00"W 517.51 feet; thence N48°49'53"W 143.67 feet; thence N48°44'37"W 192.99 feet; thence N48°41'32"W 2.96 feet; thence N41°21'00"E 101.47 feet; thence S48°39'00"E 3.00 feet; thence N41°21'00"E 32.33 feet; thence N48°39'00"W 5.67 feet; thence N41°21'00"E 25.17 feet; thence N48°39'00"W 4.67 feet; thence N48°39'00"W 103.67 feet; thence S41°21'00"W 104.00 feet; thence N48°39'00"W 15.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence S41°21'00"W 2.06 feet; thence N48°43'28"W 24.00 feet; thence N41°21'00"E 2.09 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N48°39'00"W 15.00 feet; thence N41°21'00"E 108.76 feet; thence N48°39'00"W 99.00 feet; thence N41°21'00"E 15.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N48°39'00"W 6.00 feet; thence N41°21'00"E 24.00 feet; thence S48°39'00"E 6.00 feet; thence along a curve to the left having a radius of 3.00 feet

4.71 feet; thence N41°21'00"E 15.00 feet; thence S48°39'00"E 99.00 feet; thence N41°21'00"E 245.00 feet; thence N48°39'00"W 97.00 feet; thence N41°21'00"E 15.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N41°21'00"E 24.00 feet; thence S48°39'00"E 88.00 feet; thence along a curve to the left having a radius of 20.00 feet 2.00 feet; thence N41°21'00"E 108.23 feet; thence N48°39'00"W 128.90 feet; thence along a curve to the left having a radius of 20.00 feet 2.00 feet; thence S41°21'00"W 85.78 feet; thence N48°39'00"W 24.21 feet; thence N41°21'00"E 0.41 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N48°39'00"W 14.79 feet; thence N41°21'00"E 93.45 feet; thence N48°39'00"W 126.00 feet; thence N41°21'00"E 15.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N48°39'00"W 6.00 feet; thence N41°21'00"E 24.00 feet; thence S48°39'00"E 6.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N41°21'00"E 15.00 feet; thence S48°39'00"E 126.00 feet; thence N41°21'00"E 118.00 feet; thence N31°48'58"W 97.42 feet; thence N58°11'02"E 15.00 feet; thence along a curve to the left having a radius of 3.00 feet 4.71 feet; thence N31°48'58"W 6.00 feet; thence N58°11'02"E 12.00 feet; thence N31°48'58"W 24.97 feet; thence along a curve to the right having a radius of 957.73 feet 165.00 feet; thence along a curve to the right having a radius of 273.50 feet 95.93 feet; thence S45°16'50"E 14.01 feet to a point, the POINT OF BEGINNING.

LESS AND EXCEPT that certain lot, piece or parcel of land included within the bounds of the above described property which is denoted as "Additional Land" on the above referenced plat, which said parcel is shown on sheet number 2 of the above plat, and with reference to which said excepted property being more particularly described as follows:

BEGIN at a point in the southern corner of the intersection of Queens Way and Queens Crossing as shown on the plat, and from said point of beginning thence running along a curve to the right having a radius of 222.00 feet 119.65 feet; thence S18°08'57"E 152.05 feet; thence S7°51'03"W 104.50 feet; thence S18°08'57"E 0.78 feet; thence N61°29'38"W 19.67 feet; thence N18°08'57"W 80.42 feet; thence S41°21'00"W 26.37 feet; thence N48°39'00"W 3.00 feet; thence S41°21'00"W 61.50 feet; thence N48°39'00"W 101.33 feet; thence N41°21'00"E 249.76 feet to a point, the POINT OF BEGINNING.

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BY-LAWS
OF
LA FONTAINE OWNERS ASSOCIATION, INC.

Prepared by:

Elwood C. Isley, Jr.
LIVESAY, McLEMORE & ISLEY, P.C.
301 Columbia Street
Portsmouth, Virginia 23704

34-49

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BY-LAWS
OF
LA FONTAINE OWNERS ASSOCIATION, INC.

ARTICLE 1. GENERAL PROVISIONS.

1.1 IDENTITY--PURPOSE. These are the By-laws of La Fontaine Owners Association, Inc., a non-stock, non-profit Virginia corporation (the "Association"). This Association has been organized for the purpose of administering the affairs of La Fontaine, a Condominium.

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these By-laws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, (referred to herein as the "Articles"), and the Declaration of Condominium (referred to herein as "Declaration") which will be recorded in the Clerk's Office of the Circuit Court of James City County, Virginia, at the time said property is submitted to condominium ownership.

1.3 APPLICABILITY. All Unit Owners, tenants and occupants, their agents, servants, invitees, licensees and employees and others that use the Condominium Property, or any part thereof, are subject to these By-laws and the documents referred to in Article 1.2 hereof.

1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.

1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Virginia", and the year of incorporation.

1.6 DEFINITIONS. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles and in these By-laws.

2.2 QUORUM. Persons having more than fifty percent (50%) of the total votes of the Association shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date thereof, shall constitute the presence of such person for the purpose of determining a quorum.

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

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, except as provided in Article 3.5 below, and must be filed with the Secretary before the appointed time of the meeting. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting Member", or by all the owners of such Unit, or the proper corporate officer. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signatures of any of those executing the same has not been witnessed by a person who signed his full name and address. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person.

2.5 VOTING. In any meeting, each Unit Owner, including Declarant, subject to the provisions of Article 2.3 hereof, shall be entitled to cast one (1) vote for each Unit owned. The vote of such Unit shall not be divisible.

2.6 MAJORITY. Except where otherwise required by the provisions of the Articles, these By-laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Unit Owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 ANNUAL MEETING. The annual members' meeting shall be held at least once each calendar year at the office of the Association at the time designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members. The first annual meeting shall be held within a year after the conveyance of the first Unit by the Declarant.

3.2 SPECIAL MEETING. Special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon a majority of the votes in the Association. Notices of special meetings shall be given as set forth below except that in the case of an emergency fourteen (14) days notice will be deemed sufficient.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings shall be given by an appointed officer of the Association, to each member, unless such notice is waived in writing. Such notice will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than twenty-one (21) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. The post office certificate of mailing shall be retained as proof of such mailing. Notice shall also be conspicuously posted on the Condominium Property.

3.4 NOTICE TO OTHERS. The Declarant (and Managing Agent, if any) shall forever be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf and such persons may act with the full authority and power of Declarant.

3.5 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present. Valid proxies for the meeting shall continue to be valid until a quorum is present.

3.6 CHAIRMAN. At meetings of membership, the President shall preside, or in his absence, the Board of Directors shall select a chairman.

3.7 ORDER OF BUSINESS. The order of business at annual members' meetings, and, as far as practical, at any other members' meeting, shall be:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;
- d. Reports of Officers;
- e. Reports of Committees;
- f. Election of Directors; SUBJECT, HOWEVER, to all provisions of these By-laws, the Articles and the Declaration;
- g. Unfinished business;
- h. New business;
- i. Adjournment.

ARTICLE 4. BOARD OF DIRECTORS.

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than three (3) persons and not more than five (5) persons. The number of Directors to serve for the ensuing year shall be established by the Board then serving at the time it causes the notice of the annual members' meeting to be provided to the members. Notwithstanding the foregoing, the Board shall always consist of an odd number of persons.

4.2 FIRST BOARD. The Board shall, during the period of Declarant's control, consist of three (3) persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Declarant and they shall serve until replaced by Declarant or until their successors are elected.

- a. The Declarant shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Declarant and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Association.
- b. "The period of Declarant's control" means the period ending on the earliest of (1) the date when Units to which a total of at least three-fourths of the Common Element Interests are allocated are not owned by Declarant, (2) the fifth anniversary of the date the Declarant ceases to be the only Unit Owner, or (3) the date specified by the Declarant in a notice to each Unit Owner that the Declarant is relinquishing the rights reserved by the Declarant under Section 55-79.74(a) of the Code of Virginia of 1950. For the purpose of the preceding sentence, the calculation of Common Element Interests shall be based, at any given time, on the Common Element Interests to be assigned to all Units then

registered with the Virginia Real Estate Board, including all Units which can be added to the Condominium pursuant to the Declaration. Notwithstanding the foregoing, the resignation of all of the members of the Board of Directors at a meeting of the Association shall end the period of Declarant's control.

4.3 ELECTION OF DIRECTORS. Except for designation of Directors by Declarant, as hereinbefore provided, election of Directors shall be by the members of the Association and conducted in the following manner:

- a. Election of directors shall be held at the annual meeting.
- b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than thirty (30) days prior to the annual members' meeting. The Committee shall nominate one for each director then serving. Nominations may be made from the floor.
- c. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. There shall be no cumulative voting.
- d. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the directors at the meeting at which they were elected and not further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.

4.5 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. Notice of the time and purpose of regular meetings shall be given to each director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all Unit Owners except in those circumstances for which the Condominium Act allows meetings of the Board to be closed to the Unit Owners, and notice thereof shall be posted conspicuously on the Condominium Property at least three (3) days in advance, except in an emergency.

4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the chairman or President. Except in an emergency the notice shall be given as provided in Article 4.5 above and shall state the time, place and purpose of the meeting.

4.7 WAIVER. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.8 QUORUM. A quorum at a directors' meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-laws or the Declaration. If any directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the directors required to constitute a quorum for particular purposes have not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-laws, or the

Declaration) the directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for all purposes including determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting.

4.9 PRESIDING OFFICER. The presiding officer at directors' meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.10 RESIGNATION. A director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the Association (excepting the first Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached thereto.

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

- a. To adopt the budget of the Association upon majority vote of the directors.
- b. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium and Common Expenses, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association.
- c. To provide for the maintenance, repair, replacement, operation, improvement and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- d. It is understood that assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.
- e. Upon consent of the membership to administer the reconstruction of improvements after casualty and the further improvement of the property, real and personal.
- f. To adopt and amend administrative rules and regulations governing the details of the operation and use of the Common Elements, real and personal, in the Condominium, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.
- g. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including

Units in the Condominium on behalf of the Association, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

- h. To contract on behalf of the Association for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the directors deem fit, to lease or concession such portions thereof and to ratify and confirm any existing leases or concessions of any part of the Condominium Property.
- i. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property, including, without limitation, the assessment of fines against Unit Owners for violations of the Condominium Instruments and the Rules and Regulations in accordance with the provisions of Section 55-79.80:2.B. of the Condominium Act.
- j. To cause the Association to pay all taxes and assessments of any type which affect any part of the Condominium Property, other than Units (unless owned by the Association) and the appurtenances thereto, and to assess the same against the members and their respective Units.
- k. To cause the Association to carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.
- l. To cause the Association to pay all costs of power, water, sewer and other utility services rendered to the Condominium which is not the specific responsibility of the owners of the separate Units.
- m. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.
- n. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements and to alter, add to, relocate or improve Common Elements.

4.12 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the first Board, including the first budget, shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.

4.13 REMOVAL OF DIRECTORS. Should the members of the Association at any duly convened regular or special meeting convened desire, they may remove any director except directors designated by Declarant with or without cause by the vote or agreement in writing by a majority of all members and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the Board may fill the vacancy.

4.14 PROVISIO. Notwithstanding anything herein contained to the contrary, the directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the

Declarant as set forth in the Declaration, the Articles and these By-laws.

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

4.16 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Paragraph 15 of the Declaration of Condominium setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE 5. OFFICERS.

5.1 GENERALLY. The officers of the Association shall be a President, one or more Vice Presidents, a Treasurer, a Secretary, and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate to manage the affairs of the Association, as it deems appropriate.

5.2 PRESIDENT. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board.

5.3 VICE PRESIDENT. The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors or President.

5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the directors and the members, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the nonfinancial records of the Association, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

5.5 TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION. The Board of Directors shall fix and determine the sums necessary to pay all the Common Expenses, and other fees of the Condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-laws. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or prorata portion thereof) of the operation of the Condominium Property shall

be as set forth in a projected budget established by the Declarant as the same may be amended by the Board from time to time.

6.2 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions provided in the Declaration. Said assessments shall be payable monthly, three months in advance, without notice, unless otherwise required by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL ENTITLE THE ASSOCIATION TO LEVY A LATE CHARGE AGAINST THE DEFAULTING UNIT OWNER OF TEN AND 00/100 DOLLARS (\$10.00) AND A LIKE AMOUNT EACH THIRTY DAYS THEREAFTER IF SUCH ASSESSMENT IS NOT PAID. THE PARTIES AGREE THAT THE LATE CHARGE IS NOT A PENALTY BUT IS VALID LIQUIDATED DAMAGES.

6.3 PROPOSED BUDGET. A copy of the proposed one (1) year budget shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose.

6.4 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement.

6.5 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by the Condominium Act and the Declaration. In addition, a financial statement shall be prepared annually and supplied to the membership prior to the adoption of the next ensuring year's budget.

6.6 FIDELITY BONDS; PROVISIO. Fidelity bonds shall be obtained by the Board for the Treasurer, Assistant Treasurer, if any, and all officers and employees of the Association handling or responsible for Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the directors, subject to the minimum requirement of the Declaration. The premiums on such bonds shall be paid by the Association.

6.7 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; PROVIDED, HOWEVER, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable. The budget year shall begin on January 1st of each year.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining

installments for, in its discretion, the next twelve-month period. Upon notice thereof to the Unit Owner the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit, the Association or its designee may acquire the Unit being foreclosed. The term "foreclosure" as used in this Article, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Association to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so at any foreclosure sale--the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Association. The Association may also acquire Units in the event damaged Units are not restored pursuant to the provisions of Paragraph 14 of the Declaration.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the owner of the Condominium Unit shall include liability for a reasonable attorneys' fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of the provisions of the Declaration, these By-laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association (or Managing Agent, if any) for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner and sent to the Association, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided in the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner. In the event of a noncontinuing default making the notice period impractical, the Association may take such punitive action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments.

7.2 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement

rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner's Unit.

7.3 LIABILITY OF UNIT OWNERS TO MANAGING AGENT. Paragraph 6.10 above shall include any assessment due by virtue of a Management Agreement with a Managing Agent (if any) and such Managing Agent shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorneys' fees and costs, to enforce the provisions thereof.

7.4 NO WAIVER. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

7.5 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.6 CHARGES FOR VIOLATION OF RULES , ETC. The Association shall have the power, in accordance with the provisions of Section 55-79.80:2.B. of the Condominium Act, as amended from time to time, to assess charges against any Unit Owner for any violation of the Condominium instruments or of the rules and regulations promulgated pursuant thereto for which such Unit Owner or his family members, tenants, guests or other invitees are responsible. Before any such charges may be assessed, the Unit Owner shall be given an opportunity to be heard and to be represented by counsel before the Board. Notice of such hearing shall, at least fourteen days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Unit Owner at the address or addresses required for notices of meetings pursuant to Section 55-79.75 of the Condominium Act. The amount of any charges so assessed shall not exceed fifty dollars for a single offense or ten dollars per diem for any offense of a continuing nature, and shall be treated as an assessment against such Unit Owners' Condominium Unit for the purpose of Section 55-79.84 of the Condominium Act.

ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE 9. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these By-laws, or with the Condominium Act.

ARTICLE 10. AMENDMENTS TO BY-LAWS. Amendments to By-laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these By-laws may be proposed by the Board acting upon vote of the majority of the directors or by members of the Association having twenty-five percent (25%) of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any amendment or amendments to these By-laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the membership is required as herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of sixty-six and two thirds percent (66-2/3%) of the entire membership of the Board and by an affirmative vote of the members having sixty-six and two thirds percent (66-2/3%) of the votes in the Association. Thereupon, such amendment or amendments to these By-laws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Clerk's Office of the Circuit Court of James City County, Virginia, within ten (10) days from the date on which any amendment has been affirmatively approved by the directors and members.

10.4 PROVISIO. Notwithstanding the foregoing provisions of this Article 10, no amendment to these By-laws which affects the Declarant may be adopted or become effective without the prior written consent of the Declarant.

ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units and Use of Common Elements.

11.2 SCOPE; REMEDY FOR VIOLATION. These By-laws are reasonably calculated to promote the welfare of the Unit Owners. The violation of such By-laws shall bar any Unit Owner or his family and invitees from the use of the Common Elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these By-laws.

11.3 RULES AND REGULATIONS. The Association may promulgate Rules and Regulations concerning the use of the Condominium Property. Said Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of By-laws.

ARTICLE 12. INDEMNIFICATION.

12.1 OFFICERS AND DIRECTORS. The Association shall and does hereby indemnify and hold harmless every director and every officer, including the first officers and directors, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The

foregoing rights shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

12.2 INSURANCE. The Association may, if available, at the Association's expense, purchase officer's and director's liability insurance and shall cause the officers and directors, from time to time serving, to be named insureds.

ARTICLE 13. UNIT OWNERS RESPONSIBILITY CONCERNING LIENS AND TAXES.

13.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-laws, whichever is sooner.

13.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

ARTICLE 14. MORTGAGES.

14.1 NOTICE TO BOARD OF DIRECTORS. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgagees of Units."

14.2 NOTICE OF UNPAID ASSESSMENTS. The Board of Directors, whenever so requested in writing by an Institutional Lender holding a first mortgage on a Condominium Unit, shall promptly report any then unpaid assessments due from, or any other default by, the owner of the mortgaged Unit.

14.3 EXAMINATION OF BOOKS. Each Unit Owner and each Institutional Lender holding a first mortgage on a Condominium Unit shall be permitted to examine the books of account of the Association at reasonable times and upon reasonable notice, on a business day, but not more often than once a month.

14.4 NOTICE OF TERMINATION OF MANAGEMENT CONTRACTS. The Board of Directors shall notify the Institutional Lender having the maximum number of first mortgages on Condominium Units in the Condominium in writing of the termination of any management contract within ten (10) days of receipt or issuance of any notice of such termination by either the Association or the Managing Agent. Notwithstanding the foregoing, the prior written approval of the Institutional Lender having the maximum number of first mortgages on Condominium Units in the Condominium shall be required to effectuate any decision by the Unit Owners Association to terminate professional management and assume self-management of the Condominium.

14.5 AUDITED FINANCIAL STATEMENT. Every Institutional Lender holding a first mortgage on a Condominium Unit shall be entitled to receive, upon written request, a copy of the annual financial statement within sixty (60) days following the end of the Association's fiscal year.

14.6 OTHER MORTGAGEES RIGHTS. Every Institutional Lender holding a first mortgage on a Condominium Unit or their representatives shall be entitled to attend meetings of the Unit Owners Association and shall have the right to speak thereat. In addition thereto, every Institutional Lender holding a first mortgage on a Condominium Unit shall have the right to examine the books and records of the Condominium and require the submission of annual financial reports and other budgetary information.

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Tax map #s (47-2)(15-A

AMENDMENT TO DECLARATION OF CONDOMINIUM OF LA FONTAINE, A CONDOMINIUM

This Amendment to the Declaration of Condominium of La Fontaine. A Condominium is made this 12th day of June, 2003 by LA FONTAINE OWNERS ASSOCIATION, INC., a Virginia non-stock corporation (the "Association") whose mailing address is 907 Richmond Road, Williamsburg, VA 23185.

WITNESSETH:

WHEREAS, certain Condominium Instruments establishing La Fontaine. A Condominium in the County of James City Virginia were recorded on December 23, 1996 in Deed Book 821, Page 212 in the Office of the Clerk of Circuit Court for the City of Williamsburg and County of James City Virginia. and:

WHEREAS, Paragraph 17 of the Declaration of Condominium of La Fontaine, A Condominium (the "Declaration") provides that the Declaration may be amended by "not less than sixty-six and two thirds percent (66-2/3%) of the entire membership of the Board of Directors and by not less than sixty-six and two thirds percent (66-2/3%) of the votes of the entire membership of the Association. and:

WHEREAS, at a duly called and noticed Special Meeting of the Association held on June 10, 2003, one hundred percent (100%) of the entire membership of the Board of Directors of the Association approved a resolution adopting and ratifying the proposed amendment to the Declaration, and:

WHEREAS, at the duly called and noticed Special Meeting of the Association held on June 10, 2003, more than sixty-six and two thirds percent (66-2/3%) of the entire membership of the Association approved a resolution adopting and ratifying the proposed amendment to the Declaration:

WHEREAS, pursuant to Section 55-79.73.1 of the Code of Virginia, 1950, as amended and Section 14 of the Bylaws, the Association is deemed to have received of consent of mortgagee since

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the Association sent proper notice to the Institutional Lender having the maximum number of first mortgages on Condominium Units and has received no timely objection.

NOW THEREFORE, pursuant to and in compliance with the Condominium Act set forth in Section 55-79.71 of the Code of Virginia, 1950, as amended, and Paragraph 17 of the Declaration of Condominium of La Fontaine, A Condominium, the Association hereby amends the Declaration of Condominium of La Fontaine, A Condominium as follows:

1. Paragraph 4.2.2 PERIMETRICAL BOUNDARIES (1) of the Declaration of Condominium of La Fontaine, A Condominium shall be replaced with the following:
 (1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior finished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and exterior glass sliding doors, and casings shall be included within the Unit and shall not be deemed a Common Element.
2. Paragraph 11.2 MAINTENANCE OF UNIT OWNER. of the Declaration of Condominium of La Fontaine, A Condominium shall be renamed and replaced with the following:
 11.2 MAINTENANCE BY UNIT OWNER. Each Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at its expense, all portions of the Unit including, but not limited to, all doors, windows, glass, screens, electrical panels, electric wiring, electric outlets and fixtures, refrigerators, dishwashers and other appliances, dryer vents, drains, plumbing fixtures and connections, the interior surfaces of all walls, floors and ceilings and all other portions of the Unit.
3. Paragraph 13. LEASING OF CONDOMINIUM UNITS. of the Declaration of Condominium of La Fontaine, A Condominium shall be replaced with the following:
 13. LEASING OF CONDOMINIUM UNITS. The leasing of Condominium Units shall be subject to such reasonable Rules and Regulations as may be established, from time to time, by the Association. In addition, no more than 32 Units may be leased at any given time. Units leased as of the date of this Amendment may remain available for lease until the Unit

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changes ownership. The Association shall not have the right to restrict, regulate or determine the period, rent or lessees of any lease of a Condominium Unit, except that no Condominium Unit shall be rented for transient or hotel purposes, or in any event for a period less than one (1) year. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments. The Unit Owner is responsible for providing his lessee a copy of the Condominium Instruments including the Rules and Regulations. The Unit Owner shall, following the execution of any lease of a Condominium Unit, promptly notify the Association according to reasonable Rules and Regulations.

4. Paragraph 15.6. RESERVES a. of the Declaration of Condominium of La Fontaine, A Condominium shall be replaced with the following:

a. RESERVE FUND. The Board of Directors of the Association in assessing for Common Expenses shall include therein a sum to be collected as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment for which it has the responsibility to maintain and repair, as well as *the replacement of personal property which may be a portion of the Condominium Property*. The sum collected shall be no less than the amount recommended in a reserve study conducted by a competent firm specializing in such studies. The study shall be revised, reviewed and updated at no more than five (5) year intervals.

5. Paragraph 15.11 LATE CHARGE. of the Declaration of Condominium of La Fontaine, A Condominium shall renamed and replaced with the following:

15.11 LATE CHARGE AND INTEREST. *If any monies from a Unit Owner, including assessments, are not paid within ten days from their due date there shall automatically be assessed a late charge in the amount of ten dollars. Each monthly assessment or other sum due from a Unit Owner shall be considered a different obligation for the purposes of this paragraph. Any balance owing thirty (30) days after the due date shall accrue interest at the rate of eighteen (18) per cent per annum.*

Except as modified by this Amendment, all of the terms and provisions of the Declaration of Condominium of La Fontaine, A Condominium, as amended are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by Dorothy Sayre, President of La Fontaine Owners Association, Inc. and attested by Marilyn Ogden, the Secretary who certify that the requisite majority of the members of the Board of Directors and members of the Association agreed to and ratified this Amendment.

LA FONTAINE OWNERS ASSOCIATION, INC.

BY: Dorothy Sayre
Dorothy Sayre, President

ATTEST:

Marilyn Ogden
Marilyn Ogden, Secretary

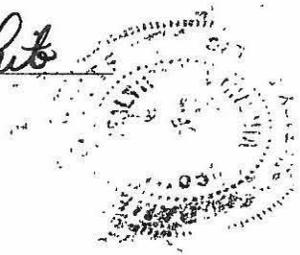
COMMONWEALTH OF VIRGINIA
COUNTY OF JAMES CITY, to wit:

I, Pamela S. White, a Notary Public in and for the County and State aforesaid, do hereby certify that Dorothy Sayre, President of La Fontaine Owners Association, Inc. and Marilyn Ogden, Secretary whose names are signed to the foregoing Amendment bearing date on the 12th day of June, 2003, acknowledged the same before me in the aforesaid jurisdiction.

Given under my hand and seal this 12th day of June, 2003.

My commission expires: August 31, 2005

Pamela S. White
Notary Public



VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 16 June 03
at 3:59 AM/PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

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

4 of 4

TESTE: BETSY B. WOOLRIDGE, CLERK
BY: Betsy B. Woolridge Clerk

1080 891 NCF

3. REALLOCATION OF UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES. Pursuant to Section 55-79.56 (b) of the Code of Virginia 1950, the Common Elements interests in the Condominium are hereby reallocated to each and every Unit, including units previously submitted and those hereby submitted, and pursuant to Section 55-79.73 (c) of the Code of Virginia of 1950, liability for common expenses and votes in the Unit Owners' Association are similarly hereby reallocated to each and every Unit as follows: Each Unit Owner shall own, as an appurtenance to his unit, an equal undivided interest in the Common Elements. Each Unit Owner shall be entitled to cast one (1) vote for each Unit owned at any meeting of La Fontaine Owners Association, Inc., in accordance with the terms and provisions of the By-Laws of La Fontaine Owners Association, Inc.

4. CERTIFICATION OF PREVIOUSLY RECORDED PLANS. Attached hereto as part of Exhibit E-1, are the certifications of a registered architect, surveyor or engineer as to the accuracy and compliance of plans previously recorded as Exhibit E-1 to the Declaration with the provisions of subsection 55-79.58 (b) of the Code of Virginia of 1950 and that all units or portions depicted on Exhibit E-1 which are hereby and herein submitted to condominium ownership have been substantially completed.

5. CONFIRMATION OF CONDOMINIUM INSTRUMENTS. Except as modified by this Amendment, all terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed, and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

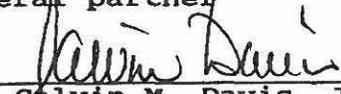
IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 23rd day of January, 1998.

UNIVERSITY SQUARE ASSOCIATES,
a Virginia general partnership

By: MARKET PLANNERS ASSOCIATES,
INC., a Virginia corporation,
general partner

By: 
Frank R. Spadea, President

By: CENTER DEVELOPMENT OF
WILLIAMSBURG, INC.,
a Virginia corporation,
general partner

By: 
Calvin M. Davis, Jr.,
President

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STATE OF VIRGINIA,
CITY OF CHESAPEAKE, to-wit:

I, Tana H. Holland, Notary Public in and for the City and State aforesaid, do hereby certify that FRANK R. SPADEA, President of MARKET PLANNERS, INC., general partner of UNIVERSITY SQUARE ASSOCIATES, a Virginia general partnership, whose name as such is signed to the foregoing document bearing date on the 23rd day of January, 1998, has acknowledged the same before me in my City and State aforesaid.

1998. GIVEN, under my hand this 23rd day of January,

Tana H. Holland
Notary Public

My Commission Expires: 9/30/99

STATE OF VIRGINIA,
CITY OF CHESAPEAKE, to-wit:

I, Tana H. Holland, Notary Public in and for the City and State aforesaid, do hereby certify that CALVIN M. DAVIS, JR., President of CENTER DEVELOPMENT OF WILLIAMSBURG, INC., general partner of UNIVERSITY SQUARE ASSOCIATES, a Virginia general partnership, whose name as such is signed to the foregoing document bearing date on the 23rd day of January, 1998, has acknowledged the same before me in my City and State aforesaid.

1998. GIVEN, under my hand this 23rd day of January,

Tana H. Holland
Notary Public

My Commission Expires: 9/30/99

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EXHIBIT A

SUBMITTED LAND

PHASE TEN, LA FONTAINE, A CONDOMINIUM

All that certain piece or parcel of land, lying, situate and being in James City County, Virginia, which said parcel of land is depicted as "PHASE TEN BLDG. #1200 AREA = 18,767 SQ. FT. = 0.431 AC.", on that certain plat entitled "EXHIBIT #1 PHASE TEN", which is also attached as an Exhibit to this Amendment to Condominium Instruments of La Fontaine, a Condominium, and which is to be recorded in the Clerk's Office of the Circuit Court of James City County, Virginia contemporaneously herewith, and with reference thereto, said property being more particularly described as follows:

To establish a point of beginning, begin at a point in the northern property line of the Condominium, which point is the intersection of the northern property line of the Condominium with the right-of-way of Kings Way as shown on the aforesaid plat; thence N 45°16'50" W 14.01 feet; thence along a curve to the left having a radius of 273.50 feet 95.93 feet; thence along a curve to the left having a radius of 957.73 feet 514.98 feet; thence S 02° 24' 55" W 17.70 feet; thence S 52° 26' 39" E 136.39 feet; thence S 34° 33' 20" W 30.00 feet; thence S 55° 26' 39" E 50.00 feet; thence S 34° 33' 20" W 27.00 feet; thence S 41° 21' 00" W 476.24 feet; thence S 48° 47' 59" E 158.59 feet to a point, the POINT OF BEGINNING; from said POINT OF BEGINNING thence N 41° 16' 32" E 49.99 feet; thence S 48° 43' 28" E 16.83 feet; thence N 41° 21' 00" E 2.06 feet; thence along a curve to the right having a radius of 3.00 feet 4.71 feet; thence S 48° 39' 00" E 15.00 feet; thence N 41° 21' 00" E 104.00 feet; thence S 48° 39' 00" E 103.67 feet; thence S 41° 21' 00" W 25.17 feet; thence S 48° 39' 00" E 5.67 feet; thence S 41° 21' 00" W 32.33 feet; thence N 48° 39' 00" E 3.00 feet; thence S 41° 21' 00" W 101.47 feet; thence N 48° 41' 32" W 141.10 feet to a point, the POINT OF BEGINNING.

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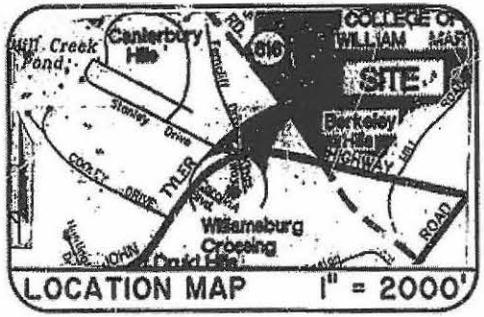
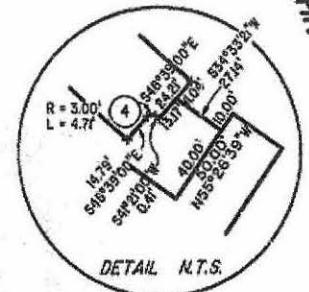
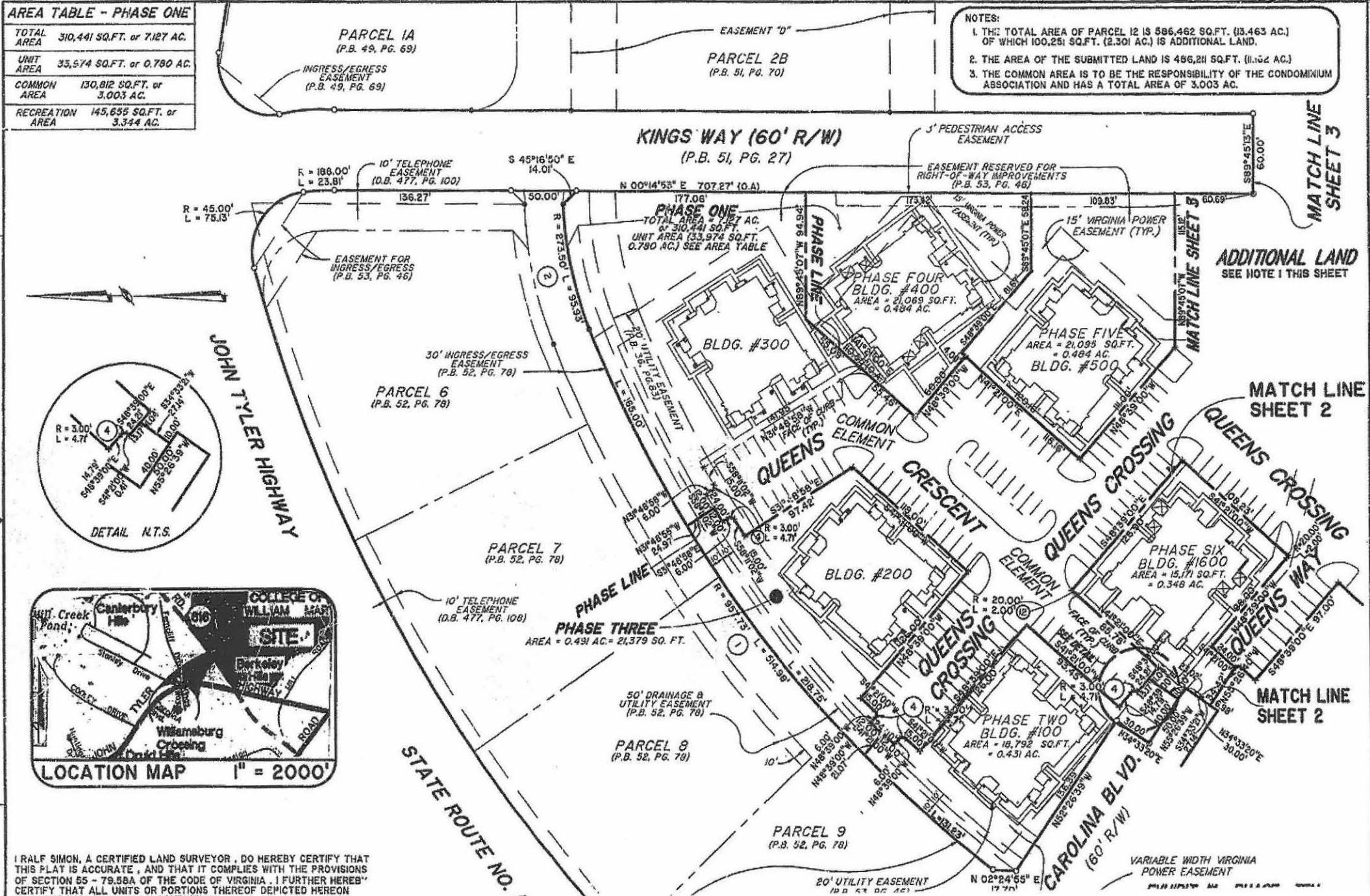
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VIRGINIA: City of ... burg and County of ...
In the Clerk's Office of the Circuit Court of the ...
City of ... of James City the ...
Plat of ...
Teste: Henry ... Ward Clerk
by: ... Deputy Clerk

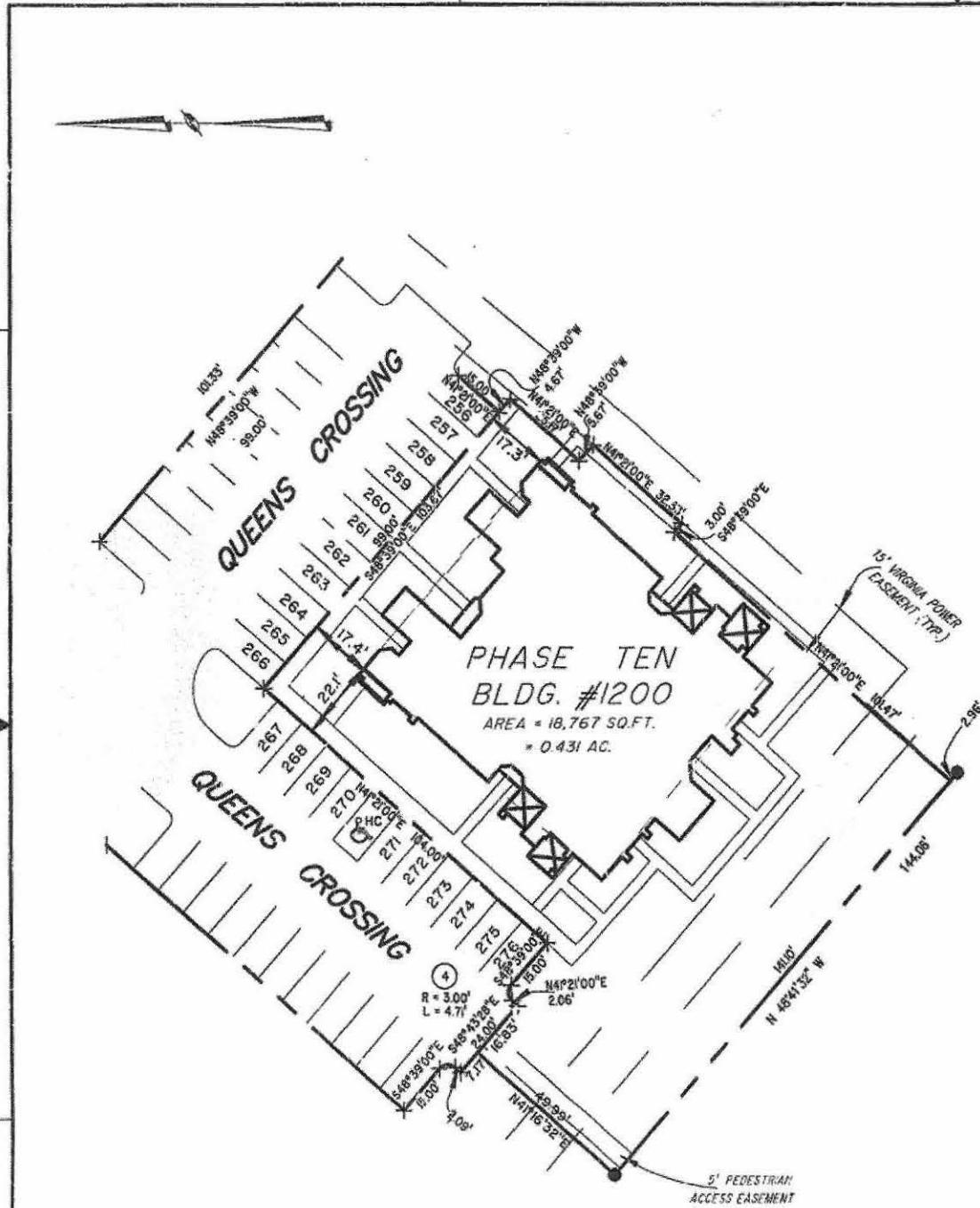
PLAT RECORDED IN
P.B. NO. 68 PAGE 44-47

AREA TABLE - PHASE ONE	
TOTAL AREA	310,441 SQ.FT. or 7.127 AC.
UNIT AREA	35,574 SQ.FT. or 0.790 AC.
COMMON AREA	130,812 SQ.FT. or 3.003 AC.
RECREATION AREA	145,655 SQ.FT. or 3.344 AC.

NOTES:
 1. THE TOTAL AREA OF PARCEL 12 IS 586,462 SQ.FT. (13.463 AC.) OF WHICH 100,251 SQ.FT. (2.301 AC.) IS ADDITIONAL LAND.
 2. THE AREA OF THE SUBMITTED LAND IS 486,211 SQ.FT. (11.162 AC.)
 3. THE COMMON AREA IS TO BE THE RESPONSIBILITY OF THE CONDOMINIUM ASSOCIATION AND HAS A TOTAL AREA OF 3.003 AC.



I RALF SIMON, A CERTIFIED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS ACCURATE, AND THAT IT COMPLIES WITH THE PROVISIONS OF SECTION 55 - 79.58A OF THE CODE OF VIRGINIA. I FURTHER HEREBY CERTIFY THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.



BLDG. NUMBER	UNIT NUMBER	UNIT TYPE	ADDRESS	PARKING SPACE NO.
1200	12-1201	AR	1201 QUEENS CROSSING	266
1200	12-1202	B	1202 QUEENS CROSSING	264
1200	12-1203	A	1203 QUEENS CROSSING	262
1200	12-1204	E	1204 QUEENS CROSSING	258
1200	12-1205	C	1205 QUEENS CROSSING	256
1200	12-1206	D	1206 QUEENS CROSSING	276
1200	12-1207	F	1207 QUEENS CROSSING	274
1200	12-1208	DR	1208 QUEENS CROSSING	272
1200	12-1209	CR	1209 QUEENS CROSSING	270
1200	12-1210	ER	1210 QUEENS CROSSING	268