

## **Annual Registration**

**Westgate at Williamsburg A Condominium Association Inc**

# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

12-31-2017

NUMBER

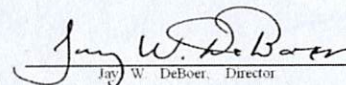
0550004161

## COMMON INTEREST COMMUNITY BOARD COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



WESTGATE AT WILLIAMSBURG A CONDOMINIUM  
ASSOC INC  
DIANE M. CLARCQ  
BERKELEY REALTY PROPERTY MANAGEMENT, INC.  
150 STRAWBERRY PLAINS RD STE A 1  
WILLIAMSBURG, VA 23188



  
Jay W. DeBoer, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)

(DETACH HERE)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

COMMON INTEREST COMMUNITY BOARD  
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION  
NUMBER: 0550004161 EXPIRES: 12-31-2017

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DPOR-PC (05/2015)

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The privileges of this license, certificate, or registration are hereby granted to the individual or business to operate in accordance with the terms of the license, certificate, or registration herein designated and the applicable statutes of the Commonwealth of Virginia and the regulations of the Board.

The privileges conferred by this license, certificate, or registration shall continue until the expiration date. However, the license, certificate, or registration may be suspended or revoked prior to expiration.

Information about our agency, boards, and programs can be found at <http://www.dpor.virginia.gov>. Any questions relative to the issuance, privileges and maintenance of your license, certificate, or registration should be addressed to the Board.

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PROSECUTION UNDER THE  
CODE OF VIRGINIA.

## **Budget**

**Westgate at Williamsburg A Condominium Association Inc**

**WESTGATE OF WILLIAMSBURG HOA**  
**PROPOSED FISCAL BUDGET**

	Budget 2017	Projected 2016	Actual	
			2015	2014
<b>INCOME</b>				
Association Fees	\$172,700	163,818	\$151,283	\$149,311
Interest Income	0	6,330	8,433	8,734
Late Fee Income	0	480	817	1,252
Other income	0	1,290	5,774	0
Special Assessments	0	0	0	
<b>Total Income</b>	<b>172,700</b>	<b>171,918</b>	<b>166,307</b>	<b>159,307</b>
<b>EXPENSES</b>				
<b>General &amp; Administrative</b>				
Auditing	4,300	3,450	1,395	1,395
Bank Service Charges	0	0		0
Corporate Fees	300	(57)		381
Legal	7,000	6,845	8,232	3,338
Management Fees	18,000	17,004	17,000	16,600
Miscellaneous	1,200	2,351	1,502	571
NSF Check Bank Fees	0	0		0
Office Expense/Printing	3,200	3,689	4,199	2,886
Postage	600	375		556
Property Insurance	42,000	40,061	37,902	34,086
Taxes	2,400	2,250	3,450	2,632
<b>Total General &amp; Administrative</b>	<b>79,000</b>	<b>75,967</b>	<b>73,680</b>	<b>62,445</b>
<b>Maintenance and Utilities</b>				
Building/Fence/Grounds	35,500	68,558	38,919	37,213
Insured Repairs	3,000	(24,413)		(588)
Lawn Care Contract	33,500	30,069	33,267	31,945
Roads/Sidewalks	5,000	5,448	4,775	3,238
Swimming Pool	5,000	4,793	5,504	5,049
Pond	4,800	4,748	3,908	4,649
Termite Inspection/Treatment	2,700	2,732	2,696	2,670
Utilities/Water	1,200	1,214	1,337	614
Utilities/Electric	3,000	2,972	2,634	2,962
<b>Total Maintenance and Utilities</b>	<b>93,700</b>	<b>96,119</b>	<b>93,040</b>	<b>87,752</b>
<b>Total Expenses</b>	<b>172,700</b>	<b>172,086</b>	<b>166,720</b>	<b>150,197</b>
<b>Net Change in Equity</b>	<b>0</b>	<b>(168)</b>	<b>(413)</b>	<b>9,110</b>
<b>Transactions Affecting Reserve Accounts</b>				
Reserve Allocation	87,000	84,000	86,850	81,000
Interest Earned	0	0	0	0
Transfer to Operating Account	0	0	0	0
Reserve Expenditures	0	47,955	151,674	48,535
	<b>87,000</b>	<b>36,045</b>	<b>(64,824)</b>	<b>32,465</b>
<b>Net funds required</b>	<b>87,000</b>	<b>35,878</b>	<b>(65,237)</b>	<b>41,575</b>
<b>Monthly payment per unit (108 units)</b>	<b>\$200</b>	<b>\$195</b>	<b>\$190</b>	<b>\$180</b>

2013

\$151,040

7,951

1,006

547

0

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160,544

1,395

0

183

3,608

15,996

323

0

5,404

29,006

2,364

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58,917

41,128

280

30,450

1,945

4,320

4,063

2,644

667

2,876

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88,373

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147,290

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13,254

78,000

0

0

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41,150

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36,850

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50,104

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\$175

**WESTGATE OF WILLIAMSBURG HOA**  
**PROPOSED FISCAL BUDGET**

	Budget 2016	Projected 2015	Actual	
			2014	2013
<b>INCOME</b>				
Association Fees	162,800	226,923	149,311	151,040
Interest Income	0	12,648	8,734	7,951
Late Fee Income	0	1,301	1,252	1,006
Other income	0	3,843	0	547
Special Assessments	0	0	0	0
			0	0
Total Income	162,800	244,715	159,307	160,544
<b>EXPENSES</b>				
General & Administrative				
Auditing	1,500	1,395	1,395	1,395
Bank Service Charges	300	126	0	0
Corporate Fees	300	38	381	183
Legal	4,200	9,765	3,338	3,608
Management Fees	17,000	25,500	16,600	15,996
Miscellaneous	1,200	2,087	571	323
NSF Check Bank Fees	0	0	0	0
Office Expense/Printing	2,700	5,015	2,886	5,404
Postage	600	1,287	556	0
Property Insurance	35,000	51,248	34,086	29,006
Taxes	2,700	3,450	2,632	2,364
Total General & Administrative	65,500	99,909	62,445	58,917
Maintenance and Utilities				
Building/Fence/Grounds	42,000	45,899	37,213	41,128
Insured Repairs	3,000	(1,745)	(588)	280
Lawn Care Contract	32,000	49,905	31,945	30,450
Roads/Sidewalks	4,000	7,163	3,238	1,945
Swimming Pool	4,000	8,253	5,049	4,320
Pond	5,400	5,859	4,649	4,063
Termite Inspection/Treatment	2,700	2,696	2,670	2,644
Utilities/Water	1,200	2,004	614	667
Utilities/Electric	3,000	3,951	2,962	2,876
Total Maintenance and Utilities	97,300	123,985	87,752	88,373
Total Expenses	162,800	223,894	150,197	147,290
Net Change in Equity	0	20,821	9,110	13,254
Transactions Affecting Reserve Accounts				
Reserve Allocation	87,000	84,000	81,000	78,000
Interest Earned	0	0	0	0
Transfer to Operating Account	0	0	0	0
Reserve Expenditures	0	120,000	48,535	41,150
	87,000	(36,000)	32,465	36,850
Net funds required	87,000	(15,179)	41,575	50,104
Monthly payment per unit (108 units)	\$195	\$190	\$180	\$175

2012

218,132

7,533

668

0

0

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226,333

1,345

0

210

2,919

15,300

225

0

5,209

254

28,916

946

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55,324

64,364

0

28,742

0

6,819

5,168

2,618

964

3,158

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111,833

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167,157

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59,176

(61,020)

0

32,000

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(39,322)

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(68,342)

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(9,166)

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\$165

**WESTGATE OF WILLIAMSBURG HOA**  
**PROPOSED FISCAL BUDGET**

	Budget 2015	Projected 2014	Actual	
			2013	2012
<b>INCOME</b>				
Association Fees	\$162,800	220,728	151,040	218,132
Interest Income	0	13,100	7,951	7,533
Late Fee Income	0	1,877	1,006	668
Other income	0	3,240	547	0
Special Assessments	0	0	0	0
		0	0	
<b>Total Income</b>	<b>162,800</b>	<b>238,944</b>	<b>160,544</b>	<b>226,333</b>
		0		
<b>EXPENSES</b>				
		0		
General & Administrative		0		
Auditing	1,500	1,395	1,395	1,345
Bank Service Charges	300	0	0	0
Corporate Fees	300	534	183	210
Legal	4,200	5,338	3,608	2,919
Management Fees	17,000	24,896	15,996	15,300
Miscellaneous	1,200	857	323	225
NSF Check Bank Fees	0	0	0	0
Office Expense/Printing	2,700	4,328	5,404	5,209
Postage	600	833	0	254
Property Insurance	35,000	51,129	29,006	28,916
Taxes	2,700	2,657	2,364	946
		0		
<b>Total General &amp; Administrative</b>	<b>65,500</b>	<b>91,965</b>	<b>58,917</b>	<b>55,324</b>
		0		
Maintenance and Utilities		0		
Building/Fence/Grounds	42,000	55,818	41,128	64,364
Insured Repairs	3,000	(881)	280	0
Lawn Care Contract	32,000	47,921	30,450	28,742
Roads/Sidewalks	4,000	4,859	1,945	0
Swimming Pool	4,000	7,574	4,320	6,819
Pond	5,400	6,974	4,063	5,168
Termite Inspection/Treatment	2,700	2,670	2,644	2,618
Utilities/Water	1,200	921	667	964
Utilities/Electric	3,000	4,443	2,876	3,158
		0		
<b>Total Maintenance and Utilities</b>	<b>97,300</b>	<b>130,298</b>	<b>88,373</b>	<b>111,833</b>
		0		
<b>Total Expenses</b>	<b>162,800</b>	<b>222,263</b>	<b>147,290</b>	<b>167,157</b>
		0		
<b>Net Change in Equity</b>	<b>0</b>	<b>16,682</b>	<b>13,254</b>	<b>59,176</b>
		0		
Transactions Affecting Reserve Accounts		0		
Reserve Allocation	84,000	0	78,000	(61,020)
Interest Earned	0	0	0	0
Transfer to Operating Account	0	0	0	32,000
Reserve Expenditures	0	0	41,150	(39,322)
		0		
	<b>84,000</b>	<b>0</b>	<b>36,850</b>	<b>(68,342)</b>
		0		
Net funds required	<b>84,000</b>	<b>16,682</b>	<b>50,104</b>	<b>(9,166)</b>
		0		
		0		
Monthly payment per unit (108 units)	<b>\$190</b>	<b>\$180</b>	<b>\$175</b>	<b>\$165</b>

2011

212,655  
3,795  
1,268  
495  
0

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218,213

1,295  
147  
208  
2,975  
14,400  
400  
0  
498  
384  
26,575  
0

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46,882

30,939  
2,860  
32,671  
1,112  
6,098  
4,189  
6,925  
1,160  
2,854

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88,808

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135,690

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82,523

(64,541)  
0  
6,000  
(7,164)

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(65,705)

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16,818

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\$165

**WESTGATE OF WILLIAMSBURG HOA**  
**PROPOSED FISCAL BUDGET**

	Budget 2014	Projected 2013	Actual	
			2012	2011
<b>INCOME</b>				
Association Fees	233,300	226,887	218,132	212,655
Interest Income	0	5,867	7,533	3,795
Late Fee Income	0	1,242	668	1,268
Other income	0	1,388	0	495
Special Assessments	0	0	0	0
<b>Total Income</b>	<b>233,300</b>	<b>235,383</b>	<b>226,333</b>	<b>218,213</b>
<b>EXPENSES</b>				
<b>General &amp; Administrative</b>				
Auditing	1,500	1,395	1,345	1,295
Bank Service Charges	300	0	0	147
Corporate Fees	300	38	210	208
Legal	4,200	3,002	2,919	2,975
Management Fees	16,600	15,996	15,300	14,400
Miscellaneous	1,200	260	225	400
NSF Check Bank Fees	0	0	0	0
Office Expense/Printing	1,500	6,243	5,209	498
Postage	900	678	254	384
Property Insurance	29,400	24,231	28,916	26,575
Taxes	2,700	2,364	946	0
<b>Total General &amp; Administrative</b>	<b>58,600</b>	<b>54,206</b>	<b>55,324</b>	<b>46,882</b>
<b>Maintenance and Utilities</b>				
Building/Fence/Grounds	38,500	45,420	64,364	30,939
Insured Repairs	3,000	420	0	2,860
Lawn Care Contract	32,000	30,915	28,742	32,671
Roads/Sidewalks	3,600	2,918	0	1,112
Swimming Pool	6,600	3,956	6,819	6,098
Pond	5,400	3,831	5,168	4,189
Termite Inspection/Treatment	2,700	2,644	2,618	6,925
Utilities/Water	1,200	461	964	1,160
Utilities/Electric	3,000	2,849	3,158	2,854
<b>Total Maintenance and Utilities</b>	<b>96,000</b>	<b>93,412</b>	<b>111,833</b>	<b>88,808</b>
<b>Total Expenses</b>	<b>154,600</b>	<b>147,618</b>	<b>167,157</b>	<b>135,690</b>
<b>Net Change in Equity</b>	<b>78,700</b>	<b>87,765</b>	<b>59,176</b>	<b>82,523</b>
<b>Transactions Affecting Reserve Accounts</b>				
Reserve Allocation	(81,000)	(78,000)	(61,020)	(64,541)
Interest Earned	0	0	0	0
Transfer to Operating Account	0	36,000	32,000	6,000
Reserve Expenditures	0	(33,296)	(39,322)	(7,164)
	<b>(81,000)</b>	<b>(75,296)</b>	<b>(68,342)</b>	<b>(65,705)</b>
<b>Net funds required</b>	<b>(2,300)</b>	<b>12,469</b>	<b>(9,166)</b>	<b>16,818</b>
<b>Monthly payment per unit (108 units)</b>	<b>\$180</b>	<b>\$175</b>	<b>\$165</b>	<b>\$165</b>

2010

204,836  
867  
2,149  
945  
0

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208,797

1,250  
807  
206  
1,476  
14,280  
3,057  
(50)  
464  
335  
24,460  
0

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46,285

39,585  
1,682  
25,449  
4,528  
6,338  
3,510  
7,428  
1,300  
2,615

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92,435

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138,720

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70,077

(63,712)  
0  
35,275  
(58,144)

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(86,581)

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(16,504)

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\$160

**WESTGATE OF WILLIAMSBURG HOA**  
**PROPOSED FISCAL BUDGET**

	Budget	Projected	Actual		
	2013	2012	2011	2010	2009
<b>INCOME</b>					
Association Fees	\$227,400	\$227,867	\$212,655	\$204,836	\$199,675
Interest Income	0	4,727	3,795	867	933
Late Fee Income	0	848	1,268	2,149	2,247
Other income	0	0	495	945	0
Special Assessments	0	0	0	0	0
<b>Total Income</b>	<b>227,400</b>	<b>233,441</b>	<b>218,213</b>	<b>208,797</b>	<b>202,855</b>
<b>EXPENSES</b>					
<b>General &amp; Administrative</b>					
Auditing	1,500	1,345	1,295	1,250	1,200
Bank Service Charges	300	0	147	807	931
Corporate Fees	300	38	208	206	206
Legal	4,200	3,884	2,975	1,476	596
Management Fees	16,000	15,300	14,400	14,280	13,608
Miscellaneous	1,200	0	400	3,057	0
NSF Check Bank Fees	0	0	0	(50)	0
Office Expense/Printing	1,200	552	498	464	793
Postage	900	251	384	335	497
Property Insurance	29,400	25,746	26,575	24,460	24,000
Taxes	1,200	1,419	0	0	528
<b>Total General &amp; Administrative</b>	<b>56,200</b>	<b>48,534</b>	<b>46,882</b>	<b>46,285</b>	<b>42,359</b>
<b>Maintenance and Utilities</b>					
Building/Fence/Grounds	38,500	58,266	30,939	39,585	18,195
Insured Repairs	3,000	0	2,860	1,682	2,405
Lawn Care Contract	29,200	30,623	32,671	25,449	25,825
Roads/Sidewalks	3,600	0	1,112	4,528	1,190
Swimming Pool	6,600	7,374	6,098	6,338	5,195
Pond	5,400	5,511	4,189	3,510	5,817
Termite Inspection/Treatment	2,700	3,927	6,925	7,428	6,809
Utilities/Water	1,200	941	1,160	1,300	1,014
Utilities/Electric	3,000	3,171	2,854	2,615	3,813
<b>Total Maintenance and Utilities</b>	<b>93,200</b>	<b>109,812</b>	<b>88,808</b>	<b>92,435</b>	<b>70,263</b>
<b>Total Expenses</b>	<b>149,400</b>	<b>158,346</b>	<b>135,690</b>	<b>138,720</b>	<b>112,622</b>
<b>Net Change in Equity</b>	<b>78,000</b>	<b>75,095</b>	<b>82,523</b>	<b>70,077</b>	<b>90,233</b>
<b>Transactions Affecting Reserve Accounts</b>					
Reserve Allocation	(78,000)	(63,750)	(64,541)	(63,712)	(94,228)
Interest Earned	0	0	0	0	(773)
Transfer to Operating Account	0	8,000	6,000	35,275	0
Reserve Expenditures	0	(22,520)	(7,164)	(58,144)	0
	(78,000)	(78,270)	(65,705)	(86,581)	(95,001)
<b>Total funds required</b>	<b>0</b>	<b>(3,175)</b>	<b>16,818</b>	<b>(16,504)</b>	<b>(4,768)</b>
<b>Net Income (Loss)</b>					
Monthly payment per unit (108 units)	\$175	\$165	\$165	\$160	\$160

**WESTGATE OF WILLIAMSBURG HOA**  
**PROPOSED FISCAL BUDGET**

	Budget 2012	Projected 2011	Actual		
			2010	2009	2008
<b>INCOME</b>					
Association Fees	\$214,200	\$213,938	\$204,836	\$199,675	\$200,927
Interest Income	0	2,849	867	933	3,735
Late Fee Income	0	1,472	2,149	2,247	1,315
Other income	0	743	945	0	0
Special Assessments	0	0	0	0	0
<b>Total Income</b>	<b>214,200</b>	<b>219,000</b>	<b>208,797</b>	<b>202,855</b>	<b>205,977</b>
<b>EXPENSES</b>					
<b>General &amp; Administrative</b>					
Auditing	1,500	1,295	1,250	1,200	395
Bank Service Charges	300	168	807	931	493
Corporate Fees	300	38	206	206	170
Legal	3,000	2,075	1,476	596	5,313
Management Fees	15,300	14,400	14,280	13,608	13,608
Miscellaneous	1,200	300	3,057	0	736
NSF Check Bank Fees	0	0	(50)	0	(25)
Office Expense/Printing	1,200	302	464	793	3,433
Postage	900	342	335	497	398
Property Insurance	27,600	23,445	24,460	24,000	17,848
Taxes	1,200	0	0	528	989
<b>Total General &amp; Administrative</b>	<b>52,500</b>	<b>42,364</b>	<b>46,285</b>	<b>42,359</b>	<b>43,358</b>
<b>Maintenance and Utilities</b>					
Building/Fence/Grounds	33,000	26,495	39,585	18,195	37,607
Insured Repairs	3,000	0	1,682	2,405	1,920
Lawn Care Contract	28,200	26,112	25,449	25,825	25,193
Roads/Sidewalks	3,600	1,668	4,528	1,190	612
Swimming Pool	6,600	5,534	6,338	5,195	5,251
Pond	5,400	5,141	3,510	5,817	9,763
Termite Inspection/Treatment	2,700	10,388	7,428	6,809	7,819
Utilities/Water	1,200	972	1,300	1,014	576
Utilities/Electric	3,000	2,784	2,615	3,813	3,054
<b>Total Maintenance and Utilities</b>	<b>86,700</b>	<b>79,092</b>	<b>92,435</b>	<b>70,263</b>	<b>91,795</b>
<b>Total Expenses</b>	<b>139,200</b>	<b>121,456</b>	<b>138,720</b>	<b>112,622</b>	<b>135,153</b>
<b>Net Change in Equity</b>	<b>75,000</b>	<b>97,545</b>	<b>70,077</b>	<b>90,233</b>	<b>70,824</b>
<b>Transactions Affecting Reserve Accounts</b>					
Reserve Allocation	(75,000)	(69,812)	(63,712)	(94,228)	(53,006)
Interest Earned	0	0	0	(773)	(1,517)
Transfer to Operating Account	0	0	35,275	0	18,880
Reserve Expenditures	0	0	(58,144)	0	(18,880)
	(75,000)	(69,812)	(86,581)	(95,001)	(54,523)
<b>Total funds required</b>	<b>0</b>	<b>27,733</b>	<b>(16,504)</b>	<b>(4,768)</b>	<b>16,301</b>
<b>Net Income (Loss)</b>					
Monthly payment per unit (108 units)	\$165	\$165	\$160	\$160	\$155

**WESTGATE OF WILLIAMSBURG HOA**  
**PROPOSED FISCAL BUDGET**

	Budget	Projected	Actual	
	2011	2010	2009	2008
<b>INCOME</b>				
Association Fees	\$214,500	\$209,238	\$199,675	\$200,927
Interest Income	0	1,280	933	3,735
Late Fee Income	0	2,669	2,247	1,315
Other income	0	1,418	0	0
Special Assessments	0	0	0	0
<b>Total Income</b>	<b>214,500</b>	<b>214,604</b>	<b>202,855</b>	<b>205,977</b>
<b>EXPENSES</b>				
<b>General &amp; Administrative</b>				
Auditing	1,200	1,250	1,200	395
Bank Service Charges	900	704	931	493
Corporate Fees	300	38	206	170
Legal	6,000	2,144	596	5,313
Management Fees	14,400	14,280	13,608	13,608
Miscellaneous	900	710	0	736
NSF Check Bank Fees	0	(75)	0	(25)
Office Expense/Printing	1,200	387	793	3,433
Postage	600	63	497	398
Property Insurance	24,000	22,008	24,000	17,848
Taxes	900	0	528	989
<b>Total General &amp; Administrative</b>	<b>50,400</b>	<b>41,507</b>	<b>42,359</b>	<b>43,358</b>
<b>Maintenance and Utilities</b>				
Building/Fence/Grounds	33,000	52,545	18,195	37,607
Insured Repairs	6,000	2,523	2,405	1,920
Lawn Care Contract	28,200	25,541	25,825	25,193
Roads/Sidewalks	3,000	4,962	1,190	612
Swimming Pool	6,000	7,205	5,195	5,251
Pond	4,800	2,618	5,817	9,763
Termite Inspection/Treatment	8,500	7,428	6,809	7,819
Utilities/Water	900	728	1,014	576
Utilities/Electric	4,200	2,583	3,813	3,054
<b>Total Maintenance and Utilities</b>	<b>94,600</b>	<b>106,131</b>	<b>70,263</b>	<b>91,795</b>
<b>Total Expenses</b>	<b>145,000</b>	<b>147,638</b>	<b>112,622</b>	<b>135,153</b>
<b>Net Change in Equity</b>	<b>69,500</b>	<b>66,966</b>	<b>90,233</b>	<b>70,824</b>
<b>Transactions Affecting Reserve Accounts</b>				
Reserve Allocation	(69,500)	(69,504)	(94,228)	(53,006)
Interest Earned	0	0	(773)	(1,517)
Transfer to Operating Account	0	20,275	0	18,880
Reserve Expenditures	0	(22,080)	0	(18,880)
	(69,500)	(71,309)	(95,001)	(54,523)
<b>Total funds required</b>	<b>\$0</b>	<b>(\$4,344)</b>	<b>(\$4,768)</b>	<b>\$16,301</b>
<b>Net Income (Loss)</b>	<b>165.50925926</b>	<b>160</b>	<b>160</b>	<b>155</b>
<b>Monthly payment per unit (108 units)</b>	<b>\$155</b>	<b>\$155</b>	<b>\$150</b>	<b>\$145</b>

**WESTGATE OF WILLIAMSBURG HOA**  
**PROPOSED FISCAL BUDGET**

	<b>Budget</b>	<b>Actual</b>		
	2009	Projected 2008	2007	2006
<b>INCOME</b>				
Association Fees	\$201,300	\$200,237	\$194,855	\$185,101
Interest Income	0	3,641	2,708	962
Late Fee Income	0	671	3,774	2,713
Other income	0	0	0	0
Special Assessments	0	0	0	0
<b>Total Income</b>	<b>201,300</b>	<b>204,548</b>	<b>201,338</b>	<b>188,776</b>
<b>EXPENSES</b>				
<b>General &amp; Administrative</b>				
Auditing	600	0	395	300
Bank Service Charges	600	497	1,211	171
Corporate Fees	300	38	0	0
Legal	6,000	6,707	4,846	16,477
Management Fees	13,600	13,608	12,518	12,106
Miscellaneous	600	467	637	531
NSF Check Bank Fees	0	(38)	(25)	0
Office Expense/Printing	1,200	3,192	920	975
Postage	600	317	359	224
Property Insurance	24,000	18,082	34,879	28,398
Taxes	900	938	60	25
<b>Total General &amp; Administrative</b>	<b>48,400</b>	<b>43,806</b>	<b>55,800</b>	<b>59,207</b>
<b>Maintenance and Utilities</b>				
Building/Fence/Grounds	27,000	31,293	30,768	69,968
Insured Repairs	9,000	0	0	653
Lawn Care Contract	27,000	39,597	36,351	24,365
Roads/Sidewalks	3,000	108	0	0
Swimming Pool	4,200	3,870	4,123	3,018
Pond	3,600	1,766	733	0
Termite Inspection/Treatment	7,200	8,015	2,525	578
Utilities/Water	300	111	131	80
Utilities/Electric	3,600	2,661	3,781	2,249
<b>Total Maintenance and Utilities</b>	<b>84,900</b>	<b>87,420</b>	<b>78,410</b>	<b>100,911</b>
<b>Total Expenses</b>	<b>133,300</b>	<b>131,226</b>	<b>134,211</b>	<b>160,118</b>
<b>Net Change in Equity</b>	<b>68,000</b>	<b>73,322</b>	<b>67,127</b>	<b>28,658</b>
<b>Transactions Affecting Reserve Accounts</b>				
Reserve Allocation	(68,000)	(69,000)	(57,225)	(41,600)
Interest Earned	0	(2,276)	(2,919)	0
Transfer to Operating Account	0	17,624	0	0
Reserve Expenditures	0	(18,880)	0	0
	(68,000)	(72,532)	(60,144)	(41,600)
<b>Total funds required</b>	<b>\$0</b>	<b>\$791</b>	<b>\$6,983</b>	<b>(\$12,942)</b>
<b>Net Income (Loss)</b>				
<b>Monthly payment per unit (108 units)</b>	<b>\$155</b>	<b>\$155</b>	<b>\$150</b>	<b>\$145</b>

## **Governing Documents**

**Westgate at Williamsburg A Condominium Association Inc**

*Articles of Incorporation*

EXHIBIT C

ARTICLES OF INCORPORATION

OF

WESTGATE AT WILLIAMSBURG CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is Westgate at Williamsburg Condominium Association, Inc., hereafter called the "corporation" or the "Unit Owners Association".

ARTICLE II

PURPOSES

The Unit Owners Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance and care of the real estate known as "Westgate at Williamsburg, a Condominium" located in the City of Williamsburg, Virginia, as more particularly described in the Declaration of Condominium of Westgate at Williamsburg, a Condominium, dated May 28, 1999, made by 752 L.L.C., a Virginia limited liability company, ("Declarant, which term shall include successors as provided in the Declaration") recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg, Virginia, on June 3, 1999, as Instrument #990742, as the same may from time to time be amended (the "Declaration"), and to provide a means whereby the Unit Owners, acting together, may provide for the acquisition, construction, management, maintenance and care of the Condominium, and for this purpose to: (a) enforce the Declaration and Bylaws and exercise all of the powers and privileges and perform all of the duties and obligations of the Unit Owners Association; (b) fix, levy, collect and enforce payment by any lawful means of, all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all Common Expenses of the Condominium; (d) subject to the Declaration and the Bylaws, acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Unit Owners Association; and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Virginia Nonstock Corporation Act may by law now or hereafter have or exercise.

### ARTICLE III

#### DEFINITIONS

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration or in the Bylaws of this corporation.

### ARTICLE IV

#### MEMBERSHIP

Every Unit Owner shall be a member of this Unit Owners Association. Upon conveyance of fee simple title to any Unit to a purchasing Unit Owner, the purchasing Unit Owner shall become a member of this Unit Owners Association and the membership of the selling Unit Owner shall terminate.

### ARTICLE V

#### VOTING RIGHTS

Each Unit Owner shall have a vote in proportion to his respective Percentage Interest in the Condominium.

### ARTICLE VI

#### REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Unit Owners Association, which is located in the City of Newport News, Virginia, is c/o Kaufman & Canoles, 11817 Canon Boulevard, Suite 408, Newport News, Virginia 23606. The initial registered agent of the Unit Owners Association is Elizabeth L. White, Esq., who is a resident of Virginia and a member of the Virginia State Bar and whose business office is identical with the registered office.

## ARTICLE VII

### BOARD OF DIRECTORS

A. The number of directors constituting the initial Board of Directors is three (3), and their names and addresses are:

A. Pete Kotarides  
P. O. Box 12136  
Norfolk, Virginia 23541

Pete A. Kotarides  
P. O. Box 12136  
Norfolk, Virginia 23541

Pete O. Kotarides  
P. O. Box 12136  
Norfolk, Virginia 23541

Except for the initial Board of Directors and as provided below, the number of directors shall be as established by the Bylaws, or in the absence of such a bylaw shall be five (5).

B. Until the expiration of the Period of Declarant Control (during which time members do not elect the Board of Directors), and thereafter until their successors have been elected by the Unit Owners, the Board of Directors shall consist of persons designated by the Declarant. Declarant shall have the right in its sole discretion to remove directors during the Period of Declarant Control and to designate their successors.

C. At the first meeting of the Unit Owners Association following termination of the Period of Declarant Control (which meeting shall be held within thirty days after the termination of the Period of Declarant Control), directors shall be elected by the members of the Unit Owners Association. The members of the Board of Directors so elected shall hold office until the next annual meeting of the Unit Owners Association. Thereafter, elected directors shall hold office until the next annual meeting succeeding their election. Members of the Board of Directors shall be elected by oral ballot of the Unit Owners unless any Unit Owner requests written ballot, in which event members of the Board of Directors shall be elected by written ballot.

D. Except with respect to directors designated by Declarant, at any meeting called for the purpose of removing a director, any one or more of the members of the Board of Directors may be removed with or without cause by a "Majority of the Unit Owners" (as defined in Article II of the Bylaws), and a successor may then and there be elected to fill the vacancy thus created. Notice of such meeting shall state that the purpose, or one of the purposes, of the meeting is the removal of the director(s). A member of the Board of Directors may resign at any

time in accordance with Va. Code Ann. Section 13.1-859.

E. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Unit Owners Association shall be filled by a vote of the majority of the remaining directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of such vacancy. Each person so elected shall be a member of the Board of Directors until the next meeting of the Unit Owners Association at which directors are elected. Notwithstanding anything to the contrary in this Paragraph E or in the preceding Paragraph D, until the expiration of the Period of Declarant Control the Declarant shall designate the successor to any resigned or removed director previously designated by the Declarant.

## ARTICLE VIII

### INDEMNIFICATION

A. Definitions. For purposes of this Article the following definitions shall apply:

"corporation" means this Corporation only and no predecessor entity or other legal entity.

"expenses" include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification.

"liability" means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan.

"legal entity" means a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

"predecessor entity" means a legal entity the existence of which ceased upon its acquisition by the Corporation in a merger or otherwise.

"proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

B. Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its members, the directors and officers of this Corporation shall not be liable to the Corporation or its Members.

C. Indemnification of Directors and Officers. The Corporation shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Corporation or by or on behalf of its Members) because such

individual is or was a director or officer of the Corporation or because such individual is or was serving the Corporation, or any other legal entity in any capacity at the request of the Corporation while a director or officer of the Corporation, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Corporation shall be deemed service at the request of the Corporation. The determination that indemnification under this Section C is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section D of this Article; provided, however, that if a majority of the directors of the Corporation has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Corporation shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Corporation is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section C.

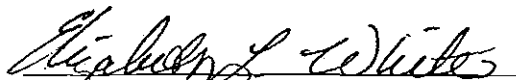
D. Indemnification of Others. The Corporation may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to Section C, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Corporation, and may contract in advance to do so. The determination that indemnification under this Section D is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section C of this Article shall be limited by the provisions of this Section D.

E. Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Corporation. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a

valid contract, indemnification by legal entities other than the corporation and indemnification under policies of insurance purchased and maintained by the Corporation or others. However, no person shall be entitled to indemnification by the Corporation to the extent such person is indemnified by another, including an insurer. The Corporation is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their request of the Corporation regardless of the Corporation's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Corporation from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

F. Amendments. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, I, the undersigned incorporator, have executed these Articles of Incorporation this 3rd day of June, 1999.

  
Elizabeth L. White, Esq., Incorporator

90045478.01

*Amended and Restated Bylaws*

CHADWICK, WASHINGTON,  
MORTIARTY, ELMORE & BURN, P.C.  
201 CONCOURSE BOULEVARD, #101  
ALEXANDRIA, VA 22304-5842

Prepared by  
and returned to

232-08-10-101 AND CONT'D  
GPIN No 's Listed on Attached "Exhibit A "

081741

AMENDMENT TO THE BYLAWS OF WESTGATE AT  
WILLIAMSBURG CONDOMINIUM ASSOCIATION, INC.

THIS AMENDMENT to the Bylaws of Westgate at Williamsburg Condominium Association, Inc. is made this 17<sup>th</sup> day of June, 2006 by the members of the Westgate at Williamsburg Condominium Association, Inc (hereafter, "Association").

WITNESSETH:

WHEREAS, the Bylaws of Westgate at Williamsburg Condominium Association, Inc were recorded in the Clerk's Office of the Circuit Court of Williamsburg City and County of James City, Virginia on June 3, 1999, as an attachment to the Declaration of Condominium of Westgate at Williamsburg, a Condominium (hereafter, "Declaration") as Instrument # 990742, Pages 82, et seq., as amended (hereafter "Bylaws");

WHEREAS, pursuant to the Condominium Instruments, as that term is defined in § 55-79 41 of the Code of Virginia, the Association was created to be a unit owners' association having jurisdiction over the property subjected to the Declaration;

WHEREAS, the Association is no longer in the Declarant Control Period, pursuant to Article I, Section 14 of the Declaration, thus the consent of the Declarant to this amendment is not required;

WHEREAS, pursuant to Article X, Section 1 of the Bylaws, upon expiration of the Declarant Control Period the Bylaws may be amended as provided in §§ 55-79 71 and 55-79 72:1 of the Condominium Act and the Declaration;

WHEREAS, pursuant to § 55-79 71(B) "the condominium instruments shall be amended only by agreement of unit owners of units to which two-thirds of the votes in the unit owners' association appertain, or such larger majority as the condominium instruments may specify," § 55-79 72:1 pertains to termination of the condominium and is not relevant here;

WHEREAS, pursuant to Article IX, Section 1 of the Declaration amendments to the Bylaws "shall require the agreement of Unit Owners of Units to which 67% of the votes in the Unit Owners Association appertain;"

WHEREAS, Article II, Section 5 of the Bylaws requires that written notice of an annual or regular meeting of the Unit Owners Association shall have been given to each owner at least twenty-one (21) but not more than sixty (60) days in advance of such meeting and notice of any other meeting shall be sent at least ten (10) but not more than sixty (60) days in advance of such meeting, and Article VIII, Section 3 of the Bylaws requires that all Mortgagees requesting same are given notice seven days prior to the date for any meeting at which the Unit Owners may amend the Condominium Instruments;

WHEREAS, in accordance with Article II, Section 5, and Article VIII, Section 3 of the Bylaws, the Association duly notified its membership and Mortgagees of the meeting to vote on these proposed Amendments to the Bylaws;

WHEREAS, at a duly called meeting of the Association's membership on the 17<sup>th</sup> days of June, 2008, the Unit Owners of the Units to which at least 67% of the votes in the Unit Owners Association appertain, as evidenced by their votes, agreed to and approved of the following Amendments to the Bylaws;

WHEREAS, the Board of the Association proposes this Amendment to the Bylaws, which adds a capital contribution obligation to all subsequent Unit purchasers and which does not dilute the voting power of existing Members or raise the amount of assessment of existing Members;

NOW, THEREFORE, in consideration of the foregoing, in accordance with the Condominium Instruments and the Virginia Condominium Act, the Bylaws of Westgate at Williamsburg Condominium Association, Inc. are hereby amended as follows:

1. The Bylaws are hereby amended by the addition of a new provision to be known as Article V, Section 1(h) of the Bylaws, which in its entirety reads as follows:

*(h) Capitalization of Association Upon acquisition of record title to a Unit the Owner shall contribute to the working capital of the Association an amount equal to 1/4 of the amount of the annual assessment applicable at the time title to the Unit is acquired. This amount shall be in addition to, not in lieu of, the annual assessment levied on the Unit and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the Association's general operating fund and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of these Bylaws. The Association may deem any default in the payment of these fees as a past due assessment.*

2. The effective date of this Amendment shall be the date of recordation.

3. Except as modified by this Amendment, all of the terms and provisions of the Bylaws are expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of the Association has caused this Amendment to the Bylaws to be executed and recorded on behalf of the Westgate at Williamsburg Condominium Association, Inc.

[The rest of this page is intentionally left blank]

Westgate at Williamsburg Condominium Association, Inc, a Virginia non-stock corporation

By Vivian Prescott *Vivian Prescott* President

By Roy Bancey *Roy Bancey* Secretary

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Williamsburg

On this 18 day of June, 2008, before me, the undersigned notary public, personally appeared Vivian Prescott, President of the Westgate at Williamsburg Condominium Association, Inc who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Registration Number: 242246  
My commission expires: 11/30/09

*Elizabeth J. [Signature]*  
Notary Public




COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Williamsburg

On this 18 day of June, 2008, before me, the undersigned notary public, personally appeared Roy Bancey, Secretary of the Westgate at Williamsburg Condominium Association, Inc. who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Registration Number: 242246  
My commission expires: 11/30/09

*Elizabeth J. [Signature]*  
Notary Public



CERTIFICATE OF THE PRESIDENT OF WESTGATE AT  
WILLIAMSBURG CONDOMINIUM ASSOCIATION, INC.

The President of Westgate at Williamsburg Condominium Association, Inc, hereby certifies that the above Amendment to the Bylaws of Westgate at Williamsburg Condominium Association, Inc. was consented to and approved by the Unit Owners of the Units to which at least 67% of the votes in the Unit Owners Association appertain, pursuant to Article X, Section 1 of the Bylaws and Article IX, Section 1 of the Declaration. Westgate at Williamsburg, a Condominium is located in the City of Williamsburg, Virginia, and the original Declaration and Bylaws applicable to Westgate at Williamsburg, a Condominium, are recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, in Instrument Number 990742, as subsequently amended.

By: VIVIAN PRESCOTT *Vivian Prescott* Attest: Roy Barney *Roy Barney*  
President Secretary

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Williamsburg

On this 10 day of Jan, 2008, before me, the undersigned notary public, personally appeared VIVIAN PRESCOTT, President of the Westgate at Williamsburg Condominium Association, Inc. who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Registration Number: 242216  
My commission expires: 11/30/09

*Charlel O. [Signature]*  
Notary Public



COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

On this 18 day of Jan, 2008, before me, the undersigned notary public, personally appeared Roy Barney, Secretary of the Westgate at Williamsburg Condominium Association, Inc. who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Registration Number: 242216  
My Commission Expires: 11/30/09

*Charlel O. [Signature]*  
Notary Public



EXHIBIT A

282-08-10-101	281-10-11-1104	281-10-22-2203
282-08-10-102	281-10-12-1201	281-10-22-2204
282-08-10-103	281-10-12-1202	281-10-23-2301
282-08-10-104	281-10-12-1203	281-10-23-2302
282-08-07-201	281-10-12-1204	281-10-23-2303
282-08-07-202	281-10-13-1301	281-10-23-2304
282-08-07-203	281-10-13-1302	281-10-24-2401
282-08-07-204	281-10-13-1303	281-10-24-2402
282-08-06-301	281-10-13-1304	281-10-24-2403
282-08-06-302	281-10-14-1401	281-10-24-2404
282-08-06-303	281-10-14-1402	281-10-25-2501
282-08-06-304	281-10-14-1403	281-10-25-2502
281-10-05-401	281-10-14-1404	281-10-25-2503
281-10-05-402	281-10-16-1501	281-10-25-2504
281-10-05-403	281-10-16-1502	281-10-26-2601
281-10-05-404	281-10-16-1503	281-10-26-2602
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281-10-04-504	281-10-17-1603	282-08-01-2702
281-10-03-601	281-10-17-1604	282-08-01-2703
281-10-03-602	281-10-18-1701	282-08-01-2704
281-10-03-603	281-10-18-1702	
281-10-03-604	281-10-18-1703	
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281-10-02-704	281-10-19-1803	
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281-10-27-802	281-10-15-1901	
281-10-27-803	281-10-15-1902	
281-10-27-804	281-10-15-1903	
281-10-08-901	281-10-15-1904	
281-10-08-902	281-10-20-2001	
281-10-08-903	281-10-20-2002	
281-10-08-904	281-10-20-2003	
281-10-09-1001	281-10-20-2004	
281-10-09-1002	281-10-21-2101	
281-10-09-1003	281-10-21-2102	
281-10-09-1004	281-10-21-2103	
281-10-11-1101	281-10-21-2104	
281-10-11-1102	281-10-22-2201	
281-10-11-1103	281-10-22-2202	

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
 This document was admitted to record on 24 June 08  
 at 2:47 AM/PM. The taxes imposed by Virginia Code  
 Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Clerk

EXHIBIT D

BYLAWS OF

WESTGATE AT WILLIAMSBURG CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Plan of Unit Ownership

Section I. Applicability. These Bylaws provide for the governance of the Condominium<sup>1</sup> pursuant to the requirements of the Condominium Act. The Condominium, located in the City of Williamsburg, Virginia, and more particularly described in the Declaration, has been submitted to the provisions of the Condominium Act by recordation simultaneously herewith of the Declaration among the land records of the City of Williamsburg, Virginia.

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

Section III. Office. The principal office of the Unit Owners Association shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II

Unit Owners Association

Section I. Composition. The Unit Owners Association shall consist of all of the Unit Owners acting as a group in accordance with the Condominium Act pursuant to the Condominium Instruments. The Unit Owners Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Unit Owners Association by the

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<sup>1</sup>Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws are attached as Exhibit D or, if not defined therein, the meanings specified in Va. Code Ann. Section 55-79.41 of the Condominium Act. "FNMA" shall mean the Federal National Mortgage Association. "VA" shall mean the Veteran's Administration. "FHLMC" shall mean the Federal Home Loan Mortgage Corporation. "FHA" shall mean the Federal Housing Administration.

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Condominium Act and the Condominium Instruments. Except as to those matters which the Condominium Act specifically requires to be decided by the vote of the Unit Owners Association, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article III of these Bylaws.

Section 2. Annual Meetings. The annual meeting of the Unit Owners Association shall be held on the first Tuesday in November of each year unless the same shall fall on a legal holiday, in which case the annual meeting shall be held on the next ensuing day which is not a legal holiday. At the first meeting following the expiration of the Period of Declarant Control, the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the Articles of Incorporation. Notwithstanding the foregoing, until the expiration of the Period of Declarant Control, the Declarant shall be entitled to designate and remove the members of the Board of Directors.

Section 3. Place of Meetings. Meetings of the Unit Owners Association shall be held at the principal office of the Unit Owners Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 4. Special Meetings.

(a) The President shall call a special meeting of the Unit Owners Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners of not less than twenty-five percent of the aggregate Percentage Interests. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Not later than the expiration of the Period of Declarant Control notice shall be given of a special meeting of the Unit Owners Association at which all of the members of the Board of Directors designated by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Board of Directors.

Section 5. Notice of Meetings. The Secretary shall mail to each Unit Owner a notice of each annual or regularly scheduled meeting of the Unit Owners Association at least twenty-one but not more than sixty days before such meeting, stating the time and place thereof. Notice of any other meeting shall be sent at least ten but not more than sixty days before such meeting, stating the time, place and the purpose thereof. Notwithstanding the foregoing, notice of any meeting at which there shall be voted upon any amendment to the Articles of Incorporation, a plan of merger, a proposed sale of assets pursuant to Va. Code Ann. Section 13.1-900 or the dissolution of the corporation shall be given as required by Va. Code Ann. Section 13.1-842. The mailing of a notice of meeting in the manner provided in this Section and Section 1 of Article XI of these Bylaws shall be considered service of notice.

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Section 6. Adjournment of Meetings. If at any meeting of the Unit Owners Association a quorum is not present, Unit Owners holding a majority of the Percentage Interests who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called.

Section 7. Title to Units. Title to a Condominium Unit may be taken in the name of one or more Persons in any manner permitted by law. Subject to Section 2 of Article III hereof, the Unit Owners Association may acquire, hold and transfer title to one or more Condominium Units in its own name.

Section 8. Voting. Voting at all meetings of the Unit Owners Association shall be on a Percentage Interest basis and the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit. Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote appurtenant to such Unit shall be the Person named in a certificate executed by all of the Unit Owners of such Unit and filed with the Secretary or, in the absence of such Person from the meeting, the Person who shall be entitled to cast the vote appurtenant to such Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 55-79.77(c) of the Condominium Act. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of Section 55-79.77 of the Condominium Act, wherever the approval or disapproval of a Unit Owner is required by the Condominium Act or the Condominium Instruments, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Unit Owners Association. Except where a greater number is required by the Condominium Act or the Condominium Instruments, the Owners of more than one half of the aggregate Percentage Interests voting in person or by proxy at one time at a duly convened meeting at which a quorum is present ("Majority of the Unit Owners") is required to render a decision at any meeting of the Unit Owners Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate. If Declarant owns or holds title to one or more Units, Declarant shall have the right at any meeting of the Unit Owners Association to cast the votes to which such Unit or Units are entitled.

Section 9. Proxies. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing by one with authority to execute deeds pursuant to the requirements of Section 55-79.77(d) of the Condominium Act (including without limitation the requirement that the proxy be dated and that signatures of any of those executing the proxy be witnessed by a person who shall sign his name and address) and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the Persons owning such Unit. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of eleven months after the execution thereof and, in any event, any proxy shall terminate automatically upon the adjournment of the first meeting held on or

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after the date of the proxy. The proxy shall include a brief explanation of the effect of leaving the proxy uninstructed.

Section 10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners of twenty-five percent of the aggregate Percentage Interests shall constitute a quorum at all meetings of the Unit Owners Association.

Section 11. Conduct of Meetings. The President may appoint a Person to serve as parliamentarian at any meeting of the Unit Owners Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Unit Owners Association when not in conflict with the Condominium Instruments or the Condominium Act.

### ARTICLE III

#### Board of Directors

Section 1. Number. The affairs of the Unit Owners Association shall be managed under the direction of its Board of Directors. The number of persons comprising the Board of Directors may be changed by amendment to these Bylaws.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are by the Condominium Act or the Condominium Instruments required to be exercised and done by the Unit Owners Association. The Board of Directors may from time to time assign and reassign the right to use parking spaces to individual Units; however, such parking spaces as may be assigned shall not thereby become Limited Common Elements. To the extent applicable, the Board of Directors may from time to time elect to have the Unit Owners Association treated as a "homeowners association" within the meaning of Section 528 of the Internal Revenue Code of 1954, as amended. The Board of Directors shall have the power to designate those officers authorized to provide statements and waivers to Unit Owners as may be desirable or required pursuant to the Condominium Act and to establish the fees to be charged therefor so long as the same do not exceed the maximum amounts set forth in the Condominium Act, including without limitation Sections 55-79.84, 55-79.85 and 55-79.97 thereof (and, to the extent applicable, to the Condominium generally or to the Unit Owners Association, Va. Code Ann. 55-380). The Board of Directors may delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3 of this Article), if any, which may arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Unit Owners Association that may hereafter be adopted, the Board of Directors shall on behalf of the Unit Owners Association:

- (a) Prepare and disseminate an annual budget in which there shall be established

the assessments of each Unit Owner in respect of the Common Expenses.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Condominium and determine when the same shall commence as to all Units, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payments of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(c) Provide for the operation, care, upkeep, maintenance and servicing of the Common Elements of the Condominium including Limited Common Elements except to the extent that operation, care, upkeep, maintenance and service of the Limited Common Elements is the responsibility of the Unit Owner.

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

(e) Collect the assessments from the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the purposes of the Unit Owners Association.

(f) Enact and amend Rules and Regulations from time to time for the use and occupancy of the Units and Common Elements; provided however, that no such Rules and Regulations so adopted shall be in conflict with the Condominium Act or the Condominium Instruments; and provided further that no such Rules and Regulations shall bind or be construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Unit or the Common Elements. Without limiting the generality of the foregoing, the Rules and Regulations may include the adoption of minimum standards relating to carpeting so as to reduce sound transmission from Unit to Unit and the type of light bulbs to be used on Limited Common Elements to assure uniformity of appearance from the exterior.

(g) Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.

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

(i) Enforce by legal means the provisions of the Condominium Instruments and the Rules and Regulations and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceedings.

(j) Obtain and carry insurance as provided in Article VI of these Bylaws, pay the premiums therefor and adjust and settle any claims thereunder.

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

(l) Keep books with detailed accounts in chronological order of the Unit Owners Association's receipts and expenditures affecting the Condominium and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles consistently applied (but may be on the cash method of accounting) and shall be open for inspection by Unit Owners in any Condominium Unit.

(m) Acquire, hold and dispose of Condominium Units and mortgage the same if such expenditures and mortgage are included in the budget adopted by the Unit Owners Association or authorized by a majority of the Unit Owners.

(n) Do such other things and acts not inconsistent with the Condominium Act and the Condominium Instruments which the Board of Directors may be authorized to do under the Condominium Act or Condominium Instruments or by a resolution of the Unit Owners Association.

(o) Grant permits, licenses and easements under, through and over the Common Elements for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Condominium and the Additional Land.

Section 3. Managing Agent. The Board of Directors may employ for the Condominium a "Managing Agent" at a compensation to be established by the Board of Directors. Any Managing Agent who handles funds for the Unit Owners Association shall be covered by its own fidelity bond providing for the coverage required by Article VI and naming the Unit Owners Association as an additional obligee.

(a) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in paragraphs (a), (c), (d), (e), (h), (i), (j), (k), (l) and (n) of Section 2 of this Article III. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of

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Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (m) and (o) of Section 2 of this Article III. The Managing Agent may perform the obligations, duties and services relating to management of the Condominium, the rights of Mortgagees and make recommendations concerning the maintenance of reserve funds in compliance with the provisions of these Bylaws.

(b) Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors:

(1) no remuneration shall be accepted by the Managing Agent from vendors, contractors or others providing goods or services to the Unit Owners Association, whether in the form of commissions, finders fees, service fees or otherwise, and any discounts received shall benefit the Unit Owners Association;

(2) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Unit Owners Association shall be disclosed promptly to the Board of Directors;

(3) a monthly financial report shall be prepared for the Unit Owners Association disclosing:

(A) all income and disbursement activity for the preceding month;

(B) the status of all accounts in an "actual" versus "projected" (budget) format; and

(C) any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding either the operating reserve or ten percent of a major budget category; and

(c) Limitations. Subject to the provisions of Section 55-79.74(b) of the Condominium Act, the Board of Directors may employ a Managing Agent for a term not to exceed two years. Any contract with the Managing Agent must provide that it may be terminated (without payment of a termination fee) upon not less than ninety (90) days written notice to management given not later than sixty (60) days after the expiration of the Period of Declarant Control. The foregoing shall not be deemed to prohibit renewals of the contract in accordance with the Condominium Act and the provisions hereof.

(d) Liaison. The Board of Directors may designate one of its members as liaison officer who shall be authorized to instruct and deal with the Managing Agent on any matter relating to the Condominium.

Section 4. Election and Term of Office. The election and term of office of members of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 5. Removal or Resignation of Members of the Board of Directors. Removal and resignation of directors shall be as set forth in the Articles of Incorporation.

Section 6. Vacancies. Vacancies in the Board of Directors shall be filled in the manner specified by the Articles of Incorporation.

Section 7. Organization Meeting. The first meeting of the Board of Directors following the meeting of the Unit Owners Association at which directors are elected shall be held within thirty days thereafter at such time and place as shall be fixed by the Unit Owners Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting provided that a quorum of the Board of Directors shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but such meetings shall be held at least twice during each fiscal year following the expiration of the Period of Declarant Control. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telegraph, at least three business days before the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three business days notice to each director, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Section 10. Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Va. Code Ann. Section 13.1-867B, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted

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at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No director shall receive any compensation from the Unit Owners Association for acting as such; however, any director may be reimbursed for actual expenses incurred.

Section 13. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

## ARTICLE IV

### Officers

Section 1. Designation. The principal officers of the Unit Owners Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. Any other officers may, but need not, be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Unit Owners Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Unit Owners Association, preside at all meetings of the Unit Owners Association and of the Board of Directors and have all of the powers and duties which are incident to the office of president of a corporation organized under the Virginia Nonstock Corporation Act.

Section 5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners Association and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Virginia Nonstock Corporation Act.

Section 7. Treasurer. The Treasurer shall have the responsibility for Unit Owners Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuables in the name of the Unit Owners Association in such depositories as may from time to time be designated by the Board of Directors and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the Virginia Nonstock Corporation Act.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Unit Owners Association for acting as such; however, any officer may be reimbursed for actual expenses incurred as such officer.

## ARTICLE V

### Operation of the Property

#### Section 1. Determination of Common Expenses and Assessments Against Unit Owners.

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

(b) Preparation and Approval of Budget.

(i) At least forty-five days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Unit Owners Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements which the Association is obligated to maintain and those parts of the Units and Limited Common Elements (if any) as to which it is the responsibility of the Unit Owners Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Unit Owners Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance or repair of the Condominium and the rendering of all related services. Following its adoption, the budget shall be disseminated to the Unit Owners.

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(ii) Such budget shall also include such amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserve for contingencies and replacements. At least thirty days before the beginning of the fiscal year, the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Unit Owners Association.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of Section 1(a) of Article IX hereof, the total amount of the estimated funds required for the operation of the Condominium set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective Percentage Interest and shall be a lien against each Unit Owner's Unit as provided in Article IX, Section 2, of these Bylaws. Notwithstanding the foregoing, and except as provided in Subsection 2(b) of Article VII, if the amount of the proposed budget is in excess of 125% of the budget for the preceding fiscal year, (after first projecting the preceding budget to a full 12 months if the preceding budget covered a period of less than 12 months and after first projecting the preceding budget to cover all of the land and improvements then constituting the Condominium if, as a consequence of expansion, the Condominium is now larger than at the time of adoption of the preceding budget) the proposed budget shall be approved by Unit Owners holding a majority of the Percentage Interests present at the regular or a special meeting of the Unit Owners held for this purpose. Within 90 days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited according to each Unit Owner's Percentage Interest to the next monthly installment(s) due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable as the Board of Directors may determine.

(d) Reserves. The Board of Directors shall, as a part of the Common Expenses and regular assessments therefor, build up and maintain a reserve for periodic maintenance, repair and replacement of the Common Elements and to cover the amount of any insurance deductible; however, the Board of Directors and the Declarant shall not be personally liable for the inadequacy of any reserve. Extraordinary expenditures not originally included in the annual budget but which becomes necessary during the year shall be charged first against such reserve. If the reserve is inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment which shall be assessed against the Unit Owners according to their respective Percentage Interests and which may be payable in a lump sum or in installments as the Board of Directors may determine. The

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Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten days after the delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of its effective date as set forth in Article IX, Section 2 of these Bylaws.

(e) Initial Budget. Upon taking office, the first Board of Directors shall determine the budget and level of assessments to the date of expiration of the first fiscal year, as defined in this Section, and the date the assessments shall commence as to all Units. Assessments shall be levied and become a lien against the Unit Owners during such period as provided in this Section and in Article IX, Section 2.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the rate established for the previous fiscal year until notice of the monthly payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

(g) Accounts. All sums collected with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund.

Section 2. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit and due subsequent to the date of recordation of a conveyance by him in fee of such Unit to a successor Unit Owner (except a conveyance as security for the performance of an obligation). Each Unit Owner waives the benefit of the homestead exemption as to any assessments levied hereunder against either the Unit or the Unit Owner. Each such assessment, together with the interest, late charges and costs of collection (including attorney's fees) shall also be the personal obligation of the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them.

Section 3. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, may take action to collect any assessments due from any Unit Owner. Any assessment, or installment thereof, not paid within ten days after due shall, at

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the option of the Unit Owners Association, accrue a late charge in the amount of five percent of the overdue assessment or installment. Each defaulting Unit Owner shall also pay all costs of collection, including without limitation attorney's fees, incurred in the collection of any unpaid assessment and shall also pay any expense incurred as a result of a check being returned to the Association without payment. The Board of Directors shall have the power to accelerate all remaining installments of any annual assessment in the event an assessment is not paid within 30 days of its due date.

Section 4. Statement of Common Expenses and Access to Records. The Unit Owners Association shall promptly provide any Unit Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to the extent permitted by the Condominium Act. The Unit Owners Association shall make available during normal business hours for inspection, upon request by Unit Owners, lenders and the holders, insurers and guarantors of the mortgage on any Unit, and prospective purchasers, and their authorized agents current copies of the Condominium Instruments and any Rules and Regulations governing the Condominium and other books, records and financial statements of the Unit Owners Association (including, if such is prepared, the most recent annual audited financial statement of the Unit Owners Association). If and so long as there is no audited statement available, any Mortgagee may have an audited statement prepared at its expense.

Section 5. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Unit Owners Association. The Unit Owners Association shall be responsible for the maintenance, repair and replacement (unless such expense was necessitated by the negligence or willful misconduct of a Unit Owner or his tenant or guests) of all of the Common Elements and Limited Common Elements, whether located inside or outside of the Units, and shall be responsible for periodic painting and structural repair of the exterior of doors and the exterior of windows other than glass and for the periodic cleaning of the exterior side of window glass, the aggregate cost of which shall be charged to all Unit Owners as a Common Expense. The Common Elements and Limited Common Elements shall be kept in good order, condition and repair and in a clean and sanitary condition.

(b) By the Unit Owner. Each Unit Owner shall keep his Unit (except for the painting of the exterior of doors and the exterior of windows other than glass and except for the periodic cleaning of the exterior side of window glass) and its equipment, appliances and window glass in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. Each Unit Owner shall also keep any porch or other area visible to others and assigned to his Unit as a Limited Common Element in a neat and clean condition, free of debris and unsightly accumulations. In the event of a Unit Owner's failure to perform in accordance with this Subsection 5(b), the Unit Owners Association may effect the

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same and any expense thus incurred shall be paid by the affected Unit Owner as a special assessment against his Unit secured and collectible in the same manner as other assessment hereunder. Each Unit Owner shall be responsible for replacing light bulbs in any Limited Common Element assigned to his Unit. In addition, each Unit Owner shall be responsible for all damage to his or any other Units or to the Common Elements resulting from his failure to make any of the repairs required by this Section or due to such Unit Owner's (or his tenant's or guest's negligence or willful act, except to the extent covered by insurance maintained by the Unit Owners Association). Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Board of Directors is responsible. Nothing herein shall be deemed to release any insurer of its obligations under any insurance policy or to create rights of subrogation against any Unit Owner.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of good quality. The method of approving payment vouchers for repairs and replacements shall be determined by the Board of Directors.

Section 6. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of Twenty-five Thousand Dollars during any period of twelve consecutive months, the making of such additions, alterations or improvements shall be approved by Unit Owners holding a majority of the Percentage Interests, and upon approval, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements to the Common Elements costing Twenty-five Thousand Dollars or less during any period of twelve consecutive months may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing, if, in the opinion of not less than two-thirds of the members of the Board of Directors, such additions, alterations or improvements to the Common Elements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

Section 7. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural or exterior addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the aspects of his Unit visible from the exterior, including the doors and windows, or the Limited Common Elements appurtenant thereto, without the prior written consent of the Board of Directors. If any application to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit requires execution by the Unit Owners Association, and provided consent has been given by the Board of Directors, then the application shall be

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executed on behalf of the Unit Owners Association without however incurring any liability on the part of the Unit Owners Association or its Board of Directors or officers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having a claim for injury to person or damage to property arising therefrom.

Section 8. Right of Access. By acceptance of a deed to his Unit, each Unit Owner thereby grants a right of access to his Unit as provided by Section 55-79.79(a) of the Condominium Act and a right of access to the Limited Common Elements appurtenant to that Unit, to the Unit Owners Association or the Managing Agent, or any other Person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in the Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Condominium; provided however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. The Unit Owners Association shall repair any damage to a Unit or Limited Common Element caused by its exercise of rights hereunder.

Section 9. Utility and Trash Disposal Charges. The cost of utilities serving the Condominium and not individually metered to each Unit shall be a Common Expense. If provided through the Unit Owners Association, the cost of trash disposal shall be a Common Expense.

Section 10. Use of Common Elements. No Unit Owner shall place or cause or permit to be placed on or in the Common Elements (excepting the Limited Common Elements) assigned to that Unit Owner's Unit any objects of any kind except with the approval of the Board of Directors.

## ARTICLE VI

### Insurance

Section 1. Authority to Purchase.

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(a) Except as otherwise provided in Section 5 of this Article VI, all insurance policies relating to the Condominium shall be purchased by the Unit Owners Association. Neither the Board of Directors nor the Managing Agent nor the Declarant shall be liable for failure to obtain any coverage required by this Article VI or for any loss or damage resulting from such failure if such failure is due to the general unavailability of such coverage from reputable insurance companies, or if such coverage is available only at unreasonable cost.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim (i) by way of subrogation against the Declarant, the Unit Owners Association, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees and tenants, and (ii) invalidity arising from acts of the insured.

(2) Such policy may not be cancelled, not renewed or substantially modified without at least 45 days prior written notice (15 days if due to non-payment of premium) to the Unit Owners Association and the Managing Agent and, in the case of physical damage and fidelity insurance, to all Unit Owners and Mortgagees and mortgage loan servicers.

(c) The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

(d) All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of the physical damage insurance, holding a rating of B/IX or better by Best's Insurance Reports.

## Section 2. Physical Damage Insurance.

(a) The Unit Owners Association shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of "all risk" insuring the improvements to the Condominium (but not including furniture, wall coverings, furnishings or other personal property supplied or installed by Unit Owners and not including Unit improvements or betterments made by Unit Owners), and naming the Unit Owners Association as insured and the Unit Owners Association or Insurance Trustee as loss payee and as trustee for the use and benefit of all Unit Owners and their Mortgagees, as their interests may appear [with standard mortgagee clause naming as Mortgagee where applicable FNMA, VA, FHLMC and FHA and any mortgage servicer, its successors and assigns], subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in Sections 6 and 7 of this Article VI, in an amount equal to not less than one hundred percent (100%) of the then current replacement cost of the improvements to the Condominium (exclusive of land, excavations, foundations and other items usually excluded from such coverage but including all building service equipment and any fixtures and equipment except if supplied by a Unit Owner

and including personal property and supplies owned by the Unit Owners Association), such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Any deductible shall not exceed the lesser of \$1,000 or 1% of the replacement cost.

(b) Such policy shall also provide (unless otherwise provided):

(1) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction if a decision is made pursuant to these Bylaws not to do so.

(2) The following endorsements (or equivalent): (i) "no control"; (ii) "contingent liability from operation of building laws", "demolition cost" and "increased cost of construction"; (iii) "agreed amount" or its equivalent and "inflation guard," if available.

(3) That any "no other insurance" clause expressly excludes individual Unit Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees, unless otherwise required by law.

(4) The right of subrogation against Unit Owners (if applicable) shall be waived.

(5) Any agreement with an Insurance Trustee pursuant to Section 6 of this Article VI will be recognized.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer to any Mortgagee so requesting at least 10 days prior to expiration of the then current policy. Before obtaining any policy of physical damage insurance or any renewal thereof the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board of Directors may determine, of the current replacement cost of the improvements to the Condominium (exclusive of the land, excavations, foundations and other items usually excluded from such coverage), for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Section 2. All Mortgagees shall be notified of any event giving rise to a claim under such policy in excess of \$10,000 in the case of damage to the Common Elements and the Mortgagee of a Unit shall be notified of any event giving rise to a claim under such policy in excess of \$1,000 in the case of damage to the Unit.

(d) The Unit Owner's Association shall not obtain a policy where (i) under the

terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against the Unit Owner or Mortgagee or become a lien on the Condominium; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Unit Owners Association, Unit Owners or Mortgagees from collecting insurance proceeds.

Section 3. Liability Insurance. The Unit Owners Association shall obtain and maintain commercial general public liability and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than \$1,000,000 for bodily injury or property damage for any single occurrence), insuring each member of the Board of Directors, the Managing Agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership or use of the Common Elements including, to the extent applicable, host liquor liability insurance, employer's liability insurance, comprehensive automobile liability insurance, all-written contractual liability insurance, garage keeper's liability and bailee's liability. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross-liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; and (ii) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Unit Owners Association or of another Unit Owner. The Board of Directors shall review such limits once each year. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

Section 4. Other Insurance. The Unit Owners Association shall obtain and maintain:

(a) Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of the Unit Owners Association and all others who handle, or are responsible for handling, funds of the Unit Owners Association, including the Managing Agent and its employees. Such fidelity bonds shall: (i) name the Unit Owners Association as an obligee; (ii) be written in an amount to cover the maximum funds that will be in the custody of the Unit Owners Association or the Managing Agent at any time and in any event not less than three (3) months' aggregate assessments on all Units plus reserve; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(b) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent as an additional insured; and

(c) Such other insurance as the Board of Directors may determine or as may be requested from time to time by Unit Owners holding a majority of the Percentage Interests.

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Section 5. Separate Insurance. Each Unit Owner shall have the right and responsibility, at his own expense, to obtain insurance for his own Unit and for his own benefit and each Unit Owner shall obtain adequate insurance coverage upon his personal property and Unit betterments and improvements; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Unit Owners Association, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Unit Owners Association or to cause any insurance coverage maintained by the Board of Directors or Unit Owners Association to be brought into contribution with insurance coverage obtained by a Unit Owner. Each Unit Owner shall obtain liability insurance with respect to his Unit in the amount of at least \$300,000. All such policies shall contain waivers of subrogation as against other Unit Owners, the Unit Owners Association and its Board of Directors, the Declarant and the Managing Agent, and their respective agents, employees and tenants. No Unit Owner shall obtain separate insurance policies in conflict with this Section 5.

Section 6. Insurance Trustee.

(a) All physical damage insurance policies purchased by the Unit Owners Association shall be for the benefit of the Unit Owners Association, the Unit Owners, and their Mortgagees, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed One Hundred Thousand Dollars then all such proceeds shall be paid in trust to such lending institution in the general area of the Condominium with trust powers as may be designated by the Board of Directors (which trustee is herein referred to as the "Insurance Trustee"). If such proceeds equal or do not exceed One Hundred Thousand Dollars, then all such proceeds shall be paid to the Board of Directors to be applied pursuant to the terms of Article VII.

(b) Following a casualty as to which participation by the Insurance Trustee is required, the Board of Directors shall enter into an Insurance Trust Agreement with the Insurance Trustee which may provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of policies, the sufficiency of coverage, the form or contents of policies, the correctness of any amounts received on account of the proceeds of any insurance policies or the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws and for the benefit of the insureds.

Section 7. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each Unit Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium to adjust and settle all claims arising under insurance policies purchased by the Unit Owners Association and to execute and deliver releases upon the payment of claims and to pursue and settle all claims arising out of the taking by way of eminent domain of any of the Common Elements.

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ARTICLE VII

Repair and Reconstruction After Fire or Other Casualty

Section 1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 4 of this Article, in the event of damage to or destruction of all or any of the improvements as a result of fire or other casualty, the Board of Directors, under the direction of the Insurance Trustee where applicable, shall arrange for and supervise the prompt repair and restoration of the improvements (including any damaged Units, and the floor coverings, bathroom fixtures and appliances initially installed therein by the Declarant and replacements thereof, but not including any furniture, furnishings, fixtures, equipment or other personal property or Unit betterments or improvements supplied or installed by the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of the interior of his own Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any improvements, the Board of Directors (under the direction of the Insurance Trustee where applicable) shall obtain reliable and detailed estimates of the cost of repairing and restoring such improvements (including any damaged Units and any floor coverings and fixtures and appliances initially installed by Declarant and the replacements thereof, but not including any other furniture, furnishings, fixtures, improvements, betterments or equipment installed by the Unit Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional and consulting fees and premiums for such bonds as the Board of Directors or Insurance Trustee determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed Common Expenses and a special assessment therefor (not subject to the approval of Unit Owners) shall be levied against all Unit Owners in accordance with their respective Percentage Interests.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the improvements.

Section 3. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty and the sums received by the Board of Directors or Insurance Trustee

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from collections of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than or equal to One Hundred Thousand Dollars, then the construction funds shall be disbursed in payment of such costs upon order of the Board of Directors.

(2) If the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars, then the construction fund shall be disbursed in payment of such costs upon approval of an architect or engineer qualified to practice in Virginia and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect or engineer shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect or engineer for the services and materials described (other than retention pursuant to the construction contract); and (c) the cost as estimated by such architect or engineer for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(b) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, at the direction of the Board of Directors such balance shall be divided among all Unit Owners and their Mortgagees as their interests may appear and in proportion to their Percentage Interests.

(c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements and thereafter to the cost of repairing the Units.

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President certifying: (i) whether the damaged Property is required to be reconstructed or repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund or whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

Section 4. When Reconstruction is Not Required. In the event of insubstantial damage

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to the Common Elements not materially affecting the use or occupancy of any Unit and if the Board of Directors shall elect not to repair the same, then in such event any insurance proceeds received on account of such damage shall be distributed among all Unit Owners and their Mortgagees as their interests may appear and in proportion to their respective Percentage Interests. If the Condominium shall be terminated pursuant to Section 55-79.72:1 of the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the extent sufficient therefor, the amount of any unpaid liens on his Unit in the order of priority of such liens.

## ARTICLE VIII

### Mortgages

Section 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 and shall file a certified true copy of the note and deed of trust with the Board of Directors. Any Mortgagee may give written notice to the Unit Owners Association of its name and address and the Unit number and Building or the address of the Unit to which its mortgage applies.

Section 2. Notice of Default, Casualty or Condemnation. Upon request, the Unit Owners Association shall give notice to any Mortgagee of a default in paying an assessment or any other default with respect to that Mortgagee's Unit which has not been cured within sixty days. Each Mortgagee shall also be promptly notified of any casualty giving rise to a possible claim under any insurance purchased by the Unit Owners Association to the extent required by subsection 2(c) of Article VI, of all actions taken under Article VII, of any taking in condemnation or by eminent domain and actions of the Unit Owners Association with respect thereto, any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Unit Owners Association and any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 3. Notice of Amendment of Declaration or Bylaws. The Board of Directors shall give to all Mortgagees requesting same notice seven days prior to the date for any meeting at which the Unit Owners, in accordance with the provisions of these Bylaws, may amend the Condominium Instruments.

Section 4. Mortgagees' Approvals. Except as provided in Section 55-79.44 of the Condominium Act, unless 67% of the Mortgagees holding first liens on Units (voting on the basis on one vote for each Mortgage owned except as provided below), or Unit Owners (other than Declarant), have given their prior written approval, the Unit Owners Association shall not be entitled to:

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(a) By act or omission, seek to abandon or terminate the Condominium; or

(b) Change the Percentage Interest of a Unit (except as a consequence of expansion of the Condominium); or

(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause and except that the foregoing shall be deemed waived to the extent necessary to allow expansion of the Condominium in accordance with Article VIII of the Declaration); or

(d) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of the Condominium.

Section 5. Other Rights of Mortgagees. Upon request, any Mortgagee shall be entitled to receive written notice of meetings of the Unit Owners Association and all Mortgagees or their designees shall be entitled to attend meetings of the Unit Owners Association and shall have the right to speak thereat. All Mortgagees shall have the right to examine the books and records of the Unit Owners Association.

## ARTICLE IX

### Compliance and Default

Section 1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Condominium Act as any of the same may be amended from time to time. In addition to the remedies provided in Section 55-79.53 of the Condominium Act, a default by a Unit Owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the Managing Agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents, licensees, tenants and guests but only to the extent that such expense is not covered by the proceeds of insurance carried by the Unit Owners Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or the Common Elements.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the Unit Owners Association, if it prevails, shall be entitled to recover

the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

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

(d) Interest. In the event of a default by any Unit Owner in paying any sum assessed against his Condominium Unit (other than for Common Expenses) which continues for a period in excess of ten days, then the amount unpaid shall, at the option of the Unit Owners Association, bear interest from its due date at the lesser of the rate permitted by law without being of eight percent per annum from the date due until paid.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the portion of the Condominium in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any condition that may exist therein contrary to the intent and meaning of the provisions hereof or of the Declaration (however, judicial proceedings shall be instituted before any items of construction are altered or demolished), and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach.

(f) Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the Managing Agent or by any aggrieved Unit Owner (who shall also have a right of action with respect to decisions of the Unit Owners Association made pursuant to authority granted it by such documents) and shall not constitute an election of remedies.

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Section 2. Lien for Assessments.

(a) The total annual assessment of each Unit Owner for Common Expenses or any special assessment made pursuant to these Bylaws, together with any interest or late charge applicable to such assessment and together with any costs of collection (including attorney's fees), is hereby declared to be a lien against the Condominium Unit of such Unit Owner as provided in Section 55-79.84 of the Condominium Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments, on the first day of the next month which begins more than ten days after delivery to the Unit Owner of notice of such special assessment. The Board of Directors or the Managing Agent may file or record such other or further notice or memorandum of any such lien, or such other or further document, as may be required by the aforesaid Section of the Condominium Act or by the laws of the Commonwealth of Virginia to confirm the establishment and priority of such lien.

(b) The lien for assessments may be enforced and foreclosed in the manner provided by the laws of the Commonwealth of Virginia by action in the name of the Board of Directors, or the Managing Agent, acting on behalf of the Unit Owners Association. The plaintiff in such proceeding shall have the right to the appointment of a receiver under the laws of the Commonwealth of Virginia.

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

Section 3. Supplemental Enforcement of the Lien. In addition to the proceedings at law or in equity for the enforcement of the lien established by the Declaration, these Bylaws or the Condominium Act, any Unit Owner may be required by the Board of Directors to execute a bond conditioned upon the faithful performance and payment of the installments of the lien established thereby and may likewise be required to secure the payment of such obligations by a deed of trust upon his Condominium Unit recorded among the appropriate land records, granting unto a trustee or trustees appropriate powers to the end that, upon default in the performance of such bond such deed of trust may be foreclosed by such trustee or trustees acting at the direction of the Board of Directors. In the event any such bond has been executed or such deed of trust is recorded, then any subsequent purchaser of a Unit shall take title subject to the obligations therein provided for.

Section 4. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any penalties, interest on assessments, late charges and the like) shall be subordinate to, and shall in no way affect the rights of a Mortgagee who is an institutional lender secured by a first deed of trust recorded before perfection of the Association's lien for assessments; provided however, that such subordination shall apply only to assessments which

have become due and payable before a conveyance of such Unit pursuant to a foreclosure or deed in lieu of foreclosure. Such conveyance shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

## ARTICLE X

### Amendments to Bylaws

Section 1. Amendments. These Bylaws may not be modified or amended except as provided in Sections 55-79.71 and 55-79.72:1 of the Condominium Act and except as provided in the Declaration; provided however, that until the expiration of the Period of Declarant Control (i) Section 2 of Article II, (ii) Section 8 of Article II, (iii) Section 1 of Article III, and (iv) this Section 1 of this Article X may not be amended without the consent in writing of the Declarant. All amendments to the Bylaws shall be prepared and recorded by the Secretary.

## ARTICLE XI

### Miscellaneous

Section 1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally (pursuant to Section 55-79.75 of the Condominium Act) or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Condominium Act may permit), (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Unit Owners Association, the Board of Directors or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section, or (iii) if to a Mortgagee, to the address provided by the Unit Owner or to such other address as the Mortgagee may specify by written notice to the Unit Owners Association.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

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Section 4. Construction. These Bylaws are intended to comply with all of the applicable provisions of the Condominium Act and shall be so interpreted and applied.

90045481.01

VIRGINIA: City of Williamsburg and County of James City, to Wit:  
In the Clerk's Office at the Circuit Court for the City of  
Williamsburg and County of James City the 3  
day of June, 1988 this Declaration's  
*Plats* was presented with the certificate attached and admitted  
to record at 11:34 clock.  
Teste: Helene S. Ward, Clerk  
By: [Signature]  
Deputy Clerk

PLAT RECORDED IN  
P.B. NO. 73 PAGE 41-46

JUN-30 1988 0108

*Declaration of Condominium*

Map and Parcel No.'s: 282-08-10-101 & Continued  
as Exhibit A

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
WESTGATE AT WILLIAMSBURG, A CONDOMINIUM

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
WESTGATE AT WILLIAMSBURG, A CONDOMINIUM is made this 20 day of  
May, 2004 by the Westgate at Williamsburg Condominium Association, Inc.  
(hereafter "Association").

WITNESSETH:

WHEREAS, the 752 L.L.C., a Virginia limited liability company ("Declarant"),  
created Westgate at Williamsburg, a Condominium, by its recordation of the  
DECLARATION OF CONDOMINIUM OF WESTGATE AT WILLIAMSBURG, A  
CONDOMINIUM ("Declaration"), and the BYLAWS OF WESTGATE AT  
WILLIAMSBURG CONDOMINIUM ASSOCIATION, INC. ("Bylaws"), on June 3,  
1999, Instrument Number 990742, as subsequently amended and recorded, in the Clerk's  
Office of the Circuit Court of the City of Williamsburg and County of James City,  
Virginia;

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declaration  
may be amended by "the agreement of Unit Owners of Units to which 67% of the votes  
in the Unit Owners Association appertain";

WHEREAS, Article II, Section 5 of the Bylaws requires that written notice of an  
annual or regular meeting of the Unit Owners Association shall have been given to each  
owner at least twenty-one (21) but not more than sixty (60) days in advance of such  
meeting and notice of any other meeting shall be sent at least ten (10) but not more than  
sixty (60) in advance of such meeting, and Article VIII, Section 3 of the Bylaws requires  
that all Mortgagees requesting same are given notice seven days prior to the date for any  
meeting at which the Unit Owners may amend the Condominium Instruments;

WHEREAS, in accordance with Article II, Section 5, and Article VIII, Section 3  
of the Bylaws, the Association duly notified its membership and Mortgagees of the  
meeting to vote on these proposed Amendments to the Declaration;

WHEREAS, at a duly called meeting of the Association's membership on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2003, the Unit Owners of the Units to which at least 67%  
of the votes in the Unit Owners Association appertain, as evidenced by their votes, agreed  
to and approved of the following Amendments to the Declaration;

NOW, THEREFORE, in accordance with Article IX, Section 1 of the  
Declaration, the Declaration is hereby amended as follows:

1. Article V, Section 1(f) of the Declaration has been amended so that the amended version of Article V, Section 1(f) of the Declaration, in its entirety, reads as follows:

*(f) A total of at least seventy-seven (77) Units in the Condominium must be occupied by Owners as their principal residence, at any given time, provided, however, that Units not occupied by Owners as their principal residence as of the effective date of this Amendment may remain in such capacity until the ownership of the Unit changes. However, on a case-by-case basis, the Board of Directors shall have the discretion to waive the applicability of this restriction due to hardship. For the purposes of this Section, an Owner-occupied Unit shall be a Unit which is occupied by a record Owner of the Unit, or a named beneficiary of the applicable trust if the Unit is owned by a trust. No Condominium Unit shall be rented or leased for transient or hotel purposes, or in any event for less than a six (6) month period. Unit Owners shall provide his/her 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, within seven days, provide the Association with a copy of the tenant information form and the names of all persons occupying the Unit and their telephone numbers. All leases shall expressly provide that the lessees shall comply with the Association's Declaration, Bylaws, Articles of Incorporation and Rules and Regulations.*

2. The effective date of this Amendment shall be the date of recordation.

3. Except as modified by this Amendment, all of the terms and provisions of the Declaration are expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors has caused this Amendment to the Declaration to be executed and recorded on behalf of Westgate at Williamsburg Condominium Association, Inc., pursuant to the required vote and approval by the Owners of Units in Westgate at Williamsburg, a Condominium.

Westgate at Williamsburg Condominium  
Association, Inc., a Virginia non-stock corporation.

By: *Civran J. Prescott*  
President

By: *Andrew Paré*  
Secretary

CERTIFICATE OF THE PRESIDENT OF WESTGATE AT WILLIAMSBURG  
CONDOMINIUM ASSOCIATION, INC.

The President of Westgate at Williamsburg Condominium Association, Inc., hereby certifies that the above Amendment to the Declaration of Condominium of Westgate at Williamsburg, a Condominium, was consented to and approved by the Unit Owners of the Units to which at least 67% of the votes in the Unit Owners Association appertain, pursuant to Article IX, Section 1 of the Declaration, Westgate at Williamsburg, a Condominium, is located in the City of Williamsburg, Virginia, and the original Declaration and Bylaws applicable to Westgate at Williamsburg, a Condominium, are recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, in Instrument Number 990742, as subsequently amended.

Attest: Andrew Paré  
Secretary

By: Clavin J. Prescott  
President

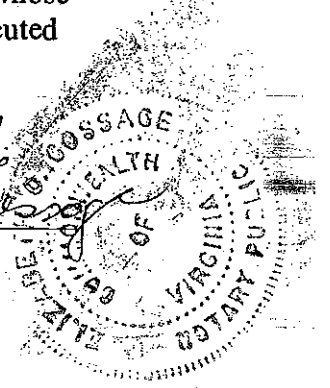
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Williamsburg

On this 20 day of May, 2005, before me, the undersigned notary public, personally appeared Clavin J. Prescott, the President of Westgate at Williamsburg Condominium Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 01-30-05

Elizabeth D. Gosage  
Notary Public



COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Williamsburg

On this 20 day of May, 2005, before me, the undersigned notary public, personally appeared Andrew Paré, the Secretary of Westgate at Williamsburg Condominium Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 11-30-05

Elizabeth D. Gosage  
Notary Public



EXHIBIT A

282-08-10-101	281-10-11-1104	281-10-22-2203
282-08-10-102	281-10-12-1201	281-10-22-2204
282-08-10-103	281-10-12-1202	281-10-23-2301
282-08-10-104	281-10-12-1203	281-10-23-2302
282-08-07-201	281-10-12-1204	281-10-23-2303
282-08-07-202	281-10-13-1301	281-10-23-2304
282-08-07-203	281-10-13-1302	281-10-24-2401
282-08-07-204	281-10-13-1303	281-10-24-2402
282-08-06-301	281-10-13-1304	281-10-24-2403
282-08-06-302	281-10-14-1401	281-10-24-2404
282-08-06-303	281-10-14-1402	281-10-25-2501
282-08-06-304	281-10-14-1403	281-10-25-2502
281-10-05-401	281-10-14-1404	281-10-25-2503
281-10-05-402	281-10-16-1501	281-10-25-2504
281-10-05-403	281-10-16-1502	281-10-26-2601
281-10-05-404	281-10-16-1503	281-10-26-2602
281-10-04-501	281-10-16-1504	281-10-26-2603
281-10-04-502	281-10-17-1601	281-10-26-2604
281-10-04-503	281-10-17-1602	282-08-01-2701
281-10-04-504	281-10-17-1603	282-08-01-2702
281-10-03-601	281-10-17-1604	282-08-01-2703
281-10-03-602	281-10-18-1701	282-08-01-2704
281-10-03-603	281-10-18-1702	
281-10-04-604	281-10-18-1703	
281-10-02-701	281-10-18-1704	
281-10-02-702	281-10-19-1801	
281-10-02-703	281-10-19-1802	
281-10-02-704	281-10-19-1803	
281-10-27-801	281-10-19-1804	
281-10-27-802	281-10-15-1901	
281-10-27-803	281-10-15-1902	
281-10-27-804	281-10-15-1903	
281-10-08-901	281-10-15-1904	
281-10-08-902	281-10-20-2001	
281-10-08-903	281-10-20-2002	
281-10-08-904	281-10-20-2003	
281-10-09-1001	281-10-20-2004	
281-10-09-1002	281-10-21-2101	
281-10-09-1003	281-10-21-2102	
281-10-09-1004	281-10-21-2103	
281-10-11-1101	281-10-21-2104	
281-10-11-1102	281-10-22-2201	
281-10-11-1103	281-10-22-2202	

BY: Betsy B. Woolridge, CLERK  
 City of Williamsburg and County  
 of James City, VA

BY: Susan D. Randall  
 Deputy Clerk

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
 This document was admitted to record on 7 July 04  
 at 12:12 ~~AM~~ PM. The taxes imposed by Virginia Code  
 Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

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

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

990742

DECLARATION OF CONDOMINIUM

OF

WESTGATE AT WILLIAMSBURG, A CONDOMINIUM

THIS DECLARATION, dated as of the 28th day of May, 1999, by 752 L.L.C., a Virginia limited liability company [who, with its successors as described in Regulation § 1.3 of Virginia Condominium Regulations promulgated by the Virginia Real Estate Board (effective July 1, 1988), is hereinafter referred to as "Declarant"], provides:

RECITALS:

Declarant is the fee simple owner of certain real estate situate in the City of Williamsburg, Virginia, as more particularly described in Exhibit A-1 hereto and desires to create thereon a condominium regime by submitting the real estate described in Exhibit A-1 to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia of 1950, as amended, Va. Code Ann. Sections 55-79.39 et seq. (the "Condominium Act"). Each reference in the Condominium Instruments to a particular statute of the Condominium Act shall be deemed to be a reference to that statute as in effect on the date of recordation of the instrument, except where the context clearly indicates a contrary intent.

Declarant has deemed it desirable to establish a means whereby the Unit Owners, acting together, may manage, maintain and improve the Condominium and to that end has or will cause to be formed a Virginia nonstock corporation under the name Westgate at Williamsburg Condominium Association, Inc., hereafter called the "Unit Owners Association".

DECLARATION:

NOW THEREFORE, pursuant to the Condominium Act, Declarant hereby declares that the real estate described in Exhibit A-1 hereto is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Additional Land" shall be as defined in Article VIII hereof and is further described in Exhibit A-4 hereto.

Section 2. "Articles of Incorporation" means the Articles of Incorporation of the Unit Owners Association, as the same may from time to time be amended.

Prepared by:  
Kaufman & Canoles

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Section 3. "Board of Directors" shall mean the Board of Directors of the Unit Owners Association.

Section 4. "Bylaws" shall mean the Bylaws of the Unit Owners Association, as the same may be amended from time to time.

Section 5. "Condominium" means the real estate and any incidents thereto or interests therein from time to time submitted to the Condominium Act pursuant to the Declaration.

Section 6. "Condominium Unit" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 7. "Common Elements" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 8. "Common Expenses" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 9. "Condominium Instruments" shall mean the documents described in Va. Code §55-79.41 together with the Articles of Incorporation, as the same may be amended from time to time.

Section 10. "Declaration" shall mean this instrument, as the same may be amended or supplemented from time to time.

Section 11. "Limited Common Elements" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 12. "Mortgagee" shall mean the holder of a note secured by a deed of trust encumbering a Unit.

Section 13. "Percentage Interest" shall mean the respective percentage interest appurtenant to each Unit and representing that Unit's interest in Common Elements, voting interest and liability for Common Expenses. As of the date of this instrument, the Percentage Interest appurtenant to each Unit is set forth in Exhibit B hereto. Each Unit has an equal Percentage Interest assigned to it. The Percentage Interest assigned to each Unit will be reduced if the Condominium is expanded pursuant to Article VIII.

Section 14. "Period of Declarant Control" shall mean that period beginning on the date of recordation of this Declaration and expiring on the first to occur of (i) the date upon which Units to which 75% of the Percentage Interests appertain have been conveyed or (ii) five (5) years after the date of settlement of the first Unit in the Condominium to be sold.

Section 15. "Person" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 16. "Rules and Regulations" shall mean the rules and regulations from time to time adopted by the Board of Directors pursuant to the Bylaws.

Section 17. "Unit" shall have the meaning set forth in Va. Code Ann. §55-79.41. The boundaries of each Unit are more particularly described in Section 2 of Article II hereof.

Section 18. "Unit Owner" shall mean the fee simple owner of a Condominium Unit (including Declarant as to Condominium Units owned by Declarant), but excluding those holding title merely as security for the performance of an obligation.

Section 19. "Unit Owners Association" shall mean Westgate at Williamsburg Condominium Association, Inc., a Virginia nonstock corporation.

## ARTICLE II

### CREATION OF THE CONDOMINIUM

Section 1. Declarant does hereby submit the real estate situate in the City of Williamsburg, Virginia, as more particularly described in Exhibit A-1, to the provisions of the Condominium Act with the purpose and intent to create a condominium regime with respect thereto. Except as provided in Section 7 of Article VIII hereof, the name of the Condominium shall be "Westgate at Williamsburg, a Condominium."

Section 2. The boundaries of each Unit in the Building shown on the Plat as "Building 27" shall be as follows:

(a) Units whose unit numbers are 2701, 2702, 2703 and 2704 are each two story Units.

(b) The lower (horizontal) boundary of each of the Units is the horizontal plane of the upper surface of the gypsum-concrete floor topping of the Unit.

(c) The upper (horizontal) boundary of each of the Units is the horizontal plane(s) of the upper (covered) surface of the gypsum board (or other material) constituting the exposed ceiling of the Unit.

(d) The vertical (perimetric) boundaries shall be the vertical planes of the perimeter walls [as measured from inside face of stud wall to inside face of stud wall] of a Unit extended to intersections with other vertical boundaries and with the horizontal boundaries. It is understood that Va. Code Ann. §55-79.50(b) shall apply and that all doors and windows in such walls, and all lath,

wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting any part of the finished surface thereof, shall be a part of the Unit, while all other portions of such walls shall be a part of the Common Elements.

(e) Except as may be otherwise expressly provided, the Unit shall include the items specified as being part of a Unit in Va. Code Ann. §55-79.50(b) - (d). Heating, air-conditioning and air-handling equipment serving a single Unit (wherever located) shall be deemed to be a part of the Unit which it serves. As an example of the foregoing, condensing units and the pads therefor (and the lines running thereto) which serve a single Unit are part of that Unit even though mounted on the roof of or on the ground outside of the building in which the Unit is located. If any equipment, chute, flue, duct, conduit, wires, pipes, chases or other apparatus (collectively "Equipment") lies within a Unit or the Common Elements but serves a single Unit (the "dominant Unit") other than the Unit or the Common Elements in which it is located (the "servient Unit or Common Elements"), it shall be deemed to be part of the dominant Unit. The Unit Owner of the dominant Unit shall have the right of access through the servient Unit or Common Elements at reasonable times and upon reasonable advance notice to the Unit Owner of the servient Unit or to the Unit Owners Association as to servient Common Elements to inspect the Equipment and to maintain, repair and replace same when necessary; provided however, that the Unit Owner of the dominant Unit shall repair or replace any damage to the servient Unit or Common Elements caused by his exercise of rights hereunder.

(f) To the extent not inconsistent with the Condominium Act, the existing physical boundaries of a Unit or Common Elements (including the physical boundaries of a Unit or Common Elements reconstructed in substantial accordance with the original plat and plans thereof) shall prevail over any boundaries expressed in the Condominium Instruments or deed to a Unit, regardless of settling or lateral movement of a building or minor variance between boundaries shown in the Condominium Instruments or deed. The extent of any such revised boundary(ies) created by the overlap of Units, Common Elements and Limited Common Elements resulting from such encroachments shall not exceed one (1) foot.

Section 3. Except as may be otherwise expressly provided, the items specified in Va. Code Ann. §55-79-50(e) [including without limitation porches] shall be limited common elements appertaining to the Unit or Units which they serve. No Common Elements shall be subsequently assigned as Limited Common Elements.

Section 4. Each Unit is allocated an undivided interest in the Common Elements in accordance with that Unit's respective Percentage Interest (which Percentage Interest is on an equal basis and expressed as a fraction in Exhibit B hereto). Each Unit's Percentage Interest will change (i.e. be reduced) if and as the Condominium is expanded pursuant to Article VIII hereof.

Section 5. Attached hereto as Exhibit A-2 is a plat of survey (the "Plat") certified by a registered land surveyor [as to accuracy and compliance with the provisions of Va. Code §55-79.58(a)] showing the location and dimensions of the real estate comprising the Condominium and the Additional Land, the location of the existing improvements to the Condominium, the intended

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location and dimensions of any contemplated improvements (if any) to the Condominium, and the location and dimensions of easements appurtenant to the Condominium or to which the Condominium is subject.

Section 6. Attached hereto as Exhibit A-3 is a set of plans (the "Plans") certified by a registered architect or registered engineer [as to accuracy and compliance with Va. Code Ann. §55-79.58(b) and (e)] of every structure which contains or constitutes all or part of any Unit or Units, and which is located on the Condominium. The Plans also show the dimensions of existing improvements, the vertical boundaries, the elevations of the horizontal boundaries, the Limited Common Elements (to the extent required by the Condominium Act) and the identifying numbers of the Units thus depicted.

### ARTICLE III

#### EASEMENTS AND RESERVED RIGHTS

Section 1. Subject to subsection 2(f) of Article II, easements for encroachments are hereby reserved pursuant to Va. Code Ann. §55-79.60.

Section 2. Declarant reserves for itself and its duly authorized agents, representatives, employees, successors and assigns (i) the right to maintain sales offices and/or model units in any Unit owned by Declarant that may now or hereafter be a part of the Condominium, and the right to relocate the same from time to time to any other Unit owned by Declarant; provided however, that Declarant shall not maintain more than four (4) offices and model units at any one time, and (ii) an easement over and upon the Common Elements for the purpose of completing improvements to the Additional Land including provision of utility service and pedestrian and vehicular access thereto, but only to the extent access thereto is otherwise not reasonably available. Declarant further reserves certain easements for utilities and drainage across the Condominium (including Phase I and any additional phase thereof subjected to this Declaration) in the locations shown on the Plat for the benefit of the Additional Land (regardless of whether it is subjected to the Declaration) and other real estate owned by Declarant as of the date of this Declaration.

Section 3. Each Unit shall have an easement for subjacent and lateral support vis a vis the other Units and Common Elements.

Section 4. Any Unit Owner of adjoining Units (whether on the same floor or different levels) may, at his expense and with the prior written consent of Board of Directors of the Unit Owners Association, create openings between such adjoining Units through the Common Elements so long as the safety of the building is not impaired.

Section 5. The Unit Owners Association may install separate utility meters and apparatus in connection therewith with respect to Units in lieu of any central meter should it determine to do so. The Unit Owners Association may assess as part of Common Expenses the cost of any utility service

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(including without limitation cable television) supplied to all Units.

Section 6. Nothing contained in any of the Condominium Instruments shall be deemed to impose upon Declarant any obligation of any nature to build, construct or provide any improvements except to the extent expressly required herein or in the Condominium Act.

Section 7. To the extent made applicable to the Condominium by supplemental declaration, the Condominium shall also be subject to the easements set forth in the Protective Covenants.

#### ARTICLE IV

##### RELOCATION OF UNIT BOUNDARIES; SUBDIVISION

Section 1. Boundaries of adjoining Units (including without limitation adjoining Units on different floors) may be relocated in accordance with Va. Code Ann. §55-79.69; provided however, that the prior written consent of any Mortgagee(s) of the Units involved shall be required to permit such relocation.

Section 2. A Unit may not be subdivided or partitioned.

#### ARTICLE V

##### RESTRICTIONS

Section 1. Each Unit and the Common Elements shall be occupied and used as follows:

(a) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed in the Common Elements.

(b) No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. No nuisance shall be allowed in any Unit or Common Elements, and the Board of Directors shall have authority to prohibit any practice which is a source of annoyance to other Unit Owners or which interferes with the peaceful enjoyment and use of any Unit or Common Elements. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction and relating to any portion of the Condominium shall be complied with, by and at the sole expense of the Unit Owner or the Unit Owners Association, whichever shall have the obligation to maintain or repair such portion of the Condominium, and, if the Unit Owners Association, then the cost of such compliance shall be a

Common Expense.

(c) No Unit Owner shall obstruct any of the Common Elements, nor shall any Unit Owner store anything upon any of the Common Elements (except in those areas, if any, designated for storage by the Board of Directors) without the approval of the Board of Directors. Vehicular parking upon the Common Elements may be regulated or assigned by the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Board of Directors.

(d) No Unit shall be used for other than residential purposes.

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

(f) A Unit Owner shall have the right to lease his Unit.

(g) Without the prior written consent of the Board of Directors, except on replacements of any real construction no Unit Owner shall install any electrical or telephone wire, television or communication antenna, air conditioning unit, awning or other machine, device or improvement upon any Unit or Common Elements in such a fashion that it protrudes from or through any roof, balcony, wall or window nor shall any blind, shade, drapes or screen be attached to or used in connection with any exterior windows or exterior doors.

(h) Except for such signs as may be posted by the Declarant for construction, promotional or marketing purposes and traffic control and such "for sale" or "for lease" signs as may be posted by a Mortgagee on Units owned by the Mortgagee or under foreclosure, no signs, posters, lettering, notice or advertisements of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element, except as authorized by the Board of Directors or by the Rules and Regulations.

(i) The Unit Owners Association may prohibit or prescribe the location of heavy objects (such as, for example, safes and waterbeds).

(j) Pets shall be allowed in the Condominium only to the extent (if at all) and under the conditions prescribed by the Rules and Regulations.

Section 2. Each Unit and the Common Elements shall be occupied and used in compliance with such Rules and Regulations as may be promulgated and amended from time to time by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

Section 3. To the extent made applicable to the Condominium by supplemental declaration, the Condominium shall also be subject to the restrictions set forth in the Protective Covenants.

## ARTICLE VI

### TERMINATION

Termination of the Condominium shall be in accordance with Va. Code Ann. §55-79.72:1; provided however, that termination shall not occur without such consent of Mortgagees as is required under the Bylaws.

## ARTICLE VII

### UNIT OWNERS ASSOCIATION

Section 1. Attached hereto as Exhibits C and D respectively are the Articles of Incorporation and Bylaws of the Unit Owners Association, both of which instruments constitute part of the Condominium Instruments. The Articles of Incorporation have or will be filed with the State Corporation Commission of Virginia. Any amendments to the Articles of Incorporation will likewise be filed with the State Corporation Commission of Virginia but not necessarily among the land records where the Declaration is recorded.

Section 2. The Board of Directors shall constitute the "executive organ" [as defined in the Condominium Act at §55-79.41] of the Unit Owners Association.

Section 3. All Unit Owners shall be members of the Unit Owners Association during and only during the period of their ownership of a Unit and shall have the voting interest set forth in the Articles of Incorporation. All Unit Owners shall abide by and comply with the Articles of Incorporation and Bylaws of the Unit Owners Association and such Rules and Regulations as are from time to time adopted by the Board of Directors.

Section 4. The establishment, collection and liability for Common Expenses shall be as set forth herein and in the Bylaws.

## ARTICLE VIII

### EXPANSION OF THE CONDOMINIUM

Section 1. Declarant hereby reserves the option, to be exercised by Declarant at any time and from time to time by Declarant within seven (7) years from the date of recordation of this instrument, to expand the Condominium to include other real estate situate in Williamsburg, Virginia, and more particularly described by metes and bounds in Exhibit A-4 hereto (the

JUN-30 0061

"Additional Land"). The consent of no Unit Owner other than Declarant shall be required in order to effect this expansion. The expansion shall be effected by the recordation of amendment(s) to this Declaration in accordance with Va. Code Ann. §55-79.63. Such amendments may include descriptions of Unit boundaries different from those set forth herein in order to be consistent with the nature of construction of the Units created thereby. Declarant may unilaterally terminate or shorten the period of its option to expand by amendment to this Declaration. Upon recordation of an amendment expanding the Condominium, the Units created thereby will be entitled to voting rights and subject to assessment for Common Expenses.

Section 2. All or any portion of the Additional Land may be added to the Condominium. There are no limitations as to what portions of the Additional Land, if any, may be added to the Condominium. Portions of the Additional Land may be added to the Condominium at different times. There are no limitations fixing the boundaries of those portions or regulating the order in which they may be added to the Condominium.

Section 3. The maximum number of Units that may be created on the Additional Land is one hundred four (104) Units. The maximum number of Units per acre that may be created on any portion of the Additional Land added to the Condominium is fourteen (14) Units per acre; however, inasmuch as Units may be "clustered," there is no assurance that any particular area of the Condominium will not exceed this density limitation (it being understood that the foregoing density limitation represents only an average). No assurances are made as to location of any improvements that may be made on any portions of the Additional Land added to the Condominium. No assurances are made as to the compatibility of structures erected on any portion of the Additional Land added to the Condominium with structures on the real estate described in Exhibit A-1 in terms of principal materials to be used and architectural style; however, future improvements to the Condominium will be consistent with (if not better than) initial improvements in terms of quality of construction. No assurances are made as to what other improvements, if any, may be made on any portion of the Additional Land added to the Condominium. No assurances are made as to what types of Units may be created on any portion of the Additional Land or as to the extent to which they will be substantially identical to the Units on the real estate described in Exhibit A-1.

Section 4. Declarant reserves the right to create Limited Common Elements within any portion of the Additional Land added to the Condominium and/or to designate Common Elements therein which may subsequently be assigned as Limited Common Elements, but makes no assurances as to the types, sizes and maximum number of such Common Elements and Limited Common Elements within each such portion. Declarant reserves the right to construct recreational facilities within the Additional Land which may be designated as Common Elements, including without limitation gardens, gazebos, recreational buildings, fountains, paved walkways and similar improvements. Declarant has posted a Letter of Credit/Bond with the Virginia Real Estate Board to ensure the completion of the pool which is located on the Additional Land and is intended to be designated as one of the Common Elements in connection with a later phase of the Condominium.

JUN-30 00 00 2

Section 5. The maximum percentage of the Additional Land and floor area of all Units that may be created thereon not restricted to residential use is 0%.

Section 6. Inasmuch as all Units are allocated an equal Percentage Interest, following any expansion of the Condominium, each Unit's Percentage Interest will be a fraction, the numerator of which is one and the denominator of which is the aggregate number of Units then comprising the Condominium. The maximum Percentage Interest applicable to a Unit is as set forth in Exhibit B to this Declaration. The minimum Percentage Interest applicable to a Unit is 1/108.

## ARTICLE IX

### MISCELLANEOUS

Section 1. Except as otherwise provided herein (including specifically, but without limitation, Articles IV and VIII hereof), this Declaration may be amended only in accordance with §§ 55-79.63, 55-79.71, 55-79.72:1 and 55-79.72:2 of the Condominium Act; provided however, that amendments of this Declaration, the Bylaws or the Articles of Incorporation other than those terminating the Condominium and other than those requiring a higher percentage vote of Unit Owners and other than those permitted under §55-79.72:1(f) of the Condominium Act and other than those under Articles IV and VIII hereof shall require the agreement of Unit Owners of Units to which 67% of the votes in the Unit Owners Association appertain; and, provided further, that this Declaration may not be amended without the consent of Declarant until the expiration of the Period of Declarant Control. There shall be no amendment of this Declaration affecting Declarant's rights under Section 2 of Article III and under Article VIII hereof without Declarant's prior written consent.

Section 2. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions hereof, which other provisions shall remain in full force and effect.

Section 3. The provisions hereof shall be binding upon and inure to the benefit of Declarant and the Unit Owners and the Unit Owners Association and their respective heirs, legal representatives, successors and assigns, and, in the event of the failure of any Unit Owner to comply with the provisions of the Condominium Instruments, the same shall give rise to a cause of action in the Unit Owners Association or any aggrieved Unit Owner for the recovery of damages or for injunctive relief, or both.

Section 4. All pronouns shall be construed to be of such number and gender as the context may require. All headings are used for convenience of reference only and shall not be construed so as to affect the construction of this instrument.

0900 88-1000

Section 5. The Exhibits hereto consist of the following:

- Exhibit A-1 : Description of the Land Comprising the Condominium
- Exhibit A-2 : Plat
- Exhibit A-3 : Plans
- Exhibit A-4 : Description of the Additional Land
- Exhibit B : Percentage Interests
- Exhibit C : Articles of Incorporation
- Exhibit D : Bylaws

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

752 L.L.C., a Virginia  
limited liability company

By: A. Pete Kotarides  
A. Pete Kotarides, Manager

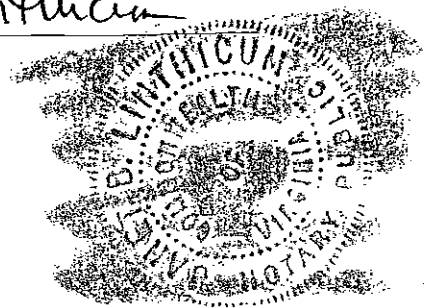
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Commonwealth of Virginia this 28<sup>th</sup> day of May, 1999, by A. Pete Kotarides as Manager of 752 L.L.C., a Virginia limited liability company, on behalf of the limited liability company.

Janet B. Linticum  
Notary Public

My commission expires: 9/30/99

#90045470 v2



JUN-30 0064

*Amendment to Declaration  
Of  
Condominium (Phase 27)*

AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
WESTGATE AT WILLIAMSBURG, A CONDOMINIUM

(Phase 27)

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WESTGATE AT WILLIAMSBURG, A CONDOMINIUM is made this 11th day of June, 2002, by 752 L.L.C., a Virginia limited liability company (the "Declarant").

RECITALS

A. By Declaration of Condominium of Westgate at Williamsburg, a Condominium dated May 28, 1999 and recorded June 3, 1999, in the Clerk's Office of the Circuit Court of the City of Williamsburg, Virginia (the "Clerk's Office"), as Instrument Number 990742, (the "Declaration"), Declarant submitted certain real estate more particularly described therein to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended (the "Condominium Act"), thereby creating Westgate at Williamsburg, a Condominium.

B. Pursuant to Article VIII of the Declaration, and as permitted by Section 55-79.63 of the Condominium Act, Declarant reserved the option, on the conditions set forth therein, to expand the Condominium to include all or portions of certain real estate described therein as the Additional Land and described in Exhibit A-4 thereto (the "Additional Land").

C. Declarant is the fee simple owner of the real estate (the "Real Estate") described in Exhibit A-1 hereto (which real estate is a portion of the Additional Land), and Declarant, having complied with the provisions of Article VIII of the Declaration and Section 55-79.63 of

Tax Parcel ID No. 281-07-00-001  
Prepared by: Kaufman & Canoles  
11817 Canon Blvd., Suite 408  
Newport News, VA 23606

JUN 14 2002 02 05

the Condominium Act, desires and intends hereby to amend the Declaration so as to expand the Condominium to include the Real Estate.

AMENDMENT

NOW, THEREFORE, pursuant to Article VIII of the Declaration and the Condominium Act, the Declaration is hereby amended as follows:

1. All capitalized terms used herein shall have the meaning set forth in the Declaration unless otherwise defined herein.
2. Declarant does hereby submit the Real Estate, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging, to the provisions of the Condominium Act and to the Condominium Instruments relating to the Condominium for the purpose and intent of expanding the Condominium by including the Real Estate.
3. Attached hereto as Exhibit A-2 is the plat (Sheets 1-3) and plans (Sheets 4-6) of the Real Estate certified by a registered land surveyor as to its accuracy and compliance with the provisions of Section 55-79.58(a) of the Condominium Act, and as to the substantial completion of all Units depicted thereon and certified by a registered architect or registered engineer as to its accuracy and compliance with Section 55-79.58(b) of the Condominium Act, of every structure that contains or constitutes all or part of any Unit or Units located on the Real Estate.
4. Pursuant to Sections 55-79.63 and 55-79.56(b) of the Condominium Act, the percentage interests of respective Unit Owners in the Condominium are hereby amended as provided in Exhibit B attached hereto.
5. The Declarant reserves the option, on the conditions set forth in Article VIII of the Declaration, to further expand the Condominium to include all or portions of the remaining

JUN 14 2006

Additional Land.

6. Exhibit D to the Declaration (Bylaws of Westgate at Williamsburg Condominium Association, Inc.) is hereby amended so as to incorporate the foregoing, it being understood that (i) the Unit Owner of each Unit in the Condominium (as hereby expanded) shall have a vote based on the Percentage Interest assigned to his Unit, and (ii) except as otherwise specifically assessed, the right to future common profits and liability for future common expenses appertaining to each Unit shall be in accordance with the Percentage Interests appertaining to each Unit (as such Percentage Interests may have changed as a consequence of this Amendment.)

7. The boundaries of each Unit in Building 8 shall be the same as the boundaries set forth in Article II, Section 2 of the Declaration.

8. Except as modified by this Amendment, the Declaration and other Condominium Instruments shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date and year first above written.

752 L.L.C.,  
a Virginia limited liability company

By: A. Pete Kotarides  
A. Pete Kotarides, Manager

JUN 14 2007

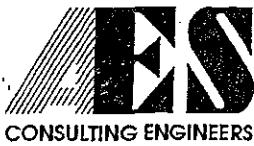
COMMONWEALTH OF VIRGINIA,  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Va. Beach,  
Commonwealth of Virginia, this 11th day of June, 2002 by A. Pete Kotarides,  
Manager of 752 L.L.C., a Virginia limited liability company, on its behalf.

Jammy B. Upton  
Notary Public

My commission expires: 8/31/04

JUN 14 8 02 08



June 3, 2002

**PROPERTY DESCRIPTION  
WESTGATE AT WILLIAMSBURG,  
A CONDOMINIUM  
PHASE TWENTY-SEVEN**

All of that certain parcel of land situated on Patriots Lane and located within the City of Williamsburg, Virginia and identified as Phase Twenty-Seven Of Westgate At Williamsburg, A Condominium and more fully described as: Beginning at a point being the northeast corner of Phase Eight, Westgate at Williamsburg, A Condominium, and on the line of Warburton & Mahone Estate; thence leaving Phase Eight, and along the Warburton & Mahone Estate, N73°54'06"E, 82.38' to an iron rod found; thence N73°45'25", 78.91' to a point, being a corner to Phase Two of Westgate at Williamsburg, A Condominium; thence leaving Warburton & Mahone Estate, and along Phase Two, S16°08'41"E, 97.68' to a point on the line of Phase One Westgate at Williamsburg, A Condominium, and on back of curb; thence leaving Phase Two and along Phase One, and generally along back of curb, S73°51'19"W, 76.50' to a point; thence S16°08'41"E, 13.50' to a point; thence along a curve to the right having a radius of 4.50' a length of 7.07' and a chord of S28°51'19"W, 6.36' to a point; thence S73°51'19"W, 80.29' to a point, said point being a corner to Phase Eight; thence leaving Phase One, and back of curb, and along the line of Phase Eight N16°08'41"W, 115.61' to the point of beginning and containing 0.396 acres more or less, and being all of the property described as "Additional Land, Parcel "C" on a plat prepared by AES Consulting Engineers dated August 28, 2000 and entitled "Plat of Condominium, Westgate at Williamsburg, a Condominium, Phase Eight. All as shown on a plat prepared by AES Consulting Engineers entitled Plat of Condominium, Westgate At Williamsburg, A Condominium, Phase Twenty-Seven dated June 3, 2002.

Respectfully submitted,

AES Consulting Engineers

Arthur D. Sebert, L.S.  
License No: 002221

JUN 14 2002

EXHIBIT A-2

PLAT AND PLANS

JUN 14 2010

OWNER'S CONSENT AND DEDICATION  
THE PLATTING OF THE LAND SHOWN HEREON IS WITH THE FREE  
CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE  
UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

Alex Lee Kotlitz  
ALEX B. KOTLITZ  
PRINTED NAME  
DATE 6/11/2002

NOTARY  
STATE OF VIRGINIA, CITY/COUNTY OF WILLIAMSBURG  
TO-WIT  
L. CHRISTINE A. GAVESA, A NOTARY PUBLIC IN AND FOR THE CITY/  
COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE ABOVE  
PERSON WHOSE NAME IS SIGNED TO THE FOREGOING WRITING HAS  
ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY/COUNTY AND STATE  
AFORESAID.

GIVEN UNTO MY HAND THIS 11th DAY OF June, 2002.  
MY COMMISSION EXPIRES August 31, 2004.  
Dorothy R. Upton  
NOTARY PUBLIC

OWNER'S CONSENT AND DEDICATION  
THE PLATTING OF THE LAND SHOWN HEREON IS WITH THE FREE  
CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE  
UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

Triste, Inc. d/b/a T.P. 6/12/02  
DATE

NOTARY  
STATE OF VIRGINIA, CITY/COUNTY OF NORFOLK  
TO-WIT  
L. CHRISTINE A. GAVESA, A NOTARY PUBLIC IN AND FOR THE CITY/  
COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE ABOVE  
PERSON WHOSE NAME IS SIGNED TO THE FOREGOING WRITING HAS  
ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY/COUNTY AND STATE  
AFORESAID.

GIVEN UNTO MY HAND THIS 12th DAY OF June, 2002.  
MY COMMISSION EXPIRES 1-31-2004.  
Dorothy R. Upton  
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, A.D. SEBERT, A DULY REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT  
THE BEST COPY OF THE ORIGINAL PLAT AND ALL NECESSARY SHEETS FOR WESTGATE  
AT WILLIAMSBURG, A CONDOMINIUM Labeled SHEETS  
AND COMPLY WITH SECTION 55-79.58 (A) AND SECTION 55-79.58 (B) RESPECTIVELY  
OF THE VIRGINIA CONDOMINIUM ACT, AS AMENDED, AND THAT ALL UNITS OR PORTIONS  
THEREOF DEPICTED THEREON HAVE BEEN SUBSTANTIALLY COMPLETED UNLESS NOTED OTHERWISE.

A.D. SEBERT, L.S.  
DATE 6/21/2002



5248 Olde Towne Road, Suite 1  
Williamsburg, Virginia 23188  
(757) 263-0040  
Fax (757) 220-8994

JUN 11 2002

GENERAL NOTES

- BUILDING #8 CONTAINS UNITS #901, #902, #903, #904.
- EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE WITHIN THE VERTICAL AND HORIZONTAL BOUNDARIES  
ESTABLISHED FOR THAT CONDOMINIUM WITHOUT REGARD TO THE PLACEMENTS THROUGH SUBSEQUENT MOVEMENT IN  
THE BUILDING CONTAINING SAME. OWNERSHIP OF A CONDOMINIUM UNIT INCLUDES THE INTERIOR SURFACE OF ALL MATERIALS  
COVERING THE SURFACE OF ALL INTERIOR WALL PARTITIONS SEPARATING CONDOMINIUM AND "MUTUAL" AREAS, THE INTERIOR  
SURFACE OF EXTERIOR WALLS, ALL FLOOR MATERIALS ABOVE THE SUB-FLOOR ON THE FIRST FLOOR, ALL CEILING  
MATERIALS AND ALL PRIME SURFACE OF THE LOWER SURFACE OF THE LONGEST HORIZONTAL MEMBER OF THE OVERHEAD SUPPORT  
SYSTEM, AND ALL PRIME SURFACE OF THE LONGEST HORIZONTAL MEMBER WITHIN A UNIT WHICH IS NOT A NECESSARY  
OR OTHERWISE RESERVED AS PART OF THE COMMON ELEMENTS.
- COMMON ELEMENTS INCLUDE ALL PORTIONS OF THE CONDOMINIUM OTHER THAN THE UNITS DESIGNATED  
HEREON AND DEFINED IN THE CONDOMINIUM DOCUMENTS AND THE UNITED COMMON ELEMENTS. COMMON ELEMENTS INCLUDE  
OF COMMON ELEMENTS ARE: PORCHES, PAVED AREAS, THE GROUNDS (WHETHER OR NOT LANDSCAPED),  
CONCRETE WALKWAYS, STAIRS, ELEVATORS, TRASH CHUTES, POOL DECKS, WALKWAYS, WALKWAYS, PARTY WALLS,  
CONCRETE WALKWAYS, WALKWAYS, POOL DECKS, WALKWAYS, WALKWAYS, WALKWAYS, WALKWAYS, WALKWAYS, WALKWAYS,  
SEWER MORE THAN ONE UNIT.
- UNITED COMMON ELEMENTS EXCEPT AS MAY BE OTHERWISE EXPRESSLY PROVIDED, LIMITED COMMON ELEMENTS  
INCLUDE DOORS, WINDOWS, PORCHES, BALCONIES, PATIOS, TERRACES, A SINGLE UNIT, BUT LOCATED OUTSIDE THE BOUNDARIES THEREOF,  
AND ANY OTHER APPARATUS DESIGNED TO SERVE A SINGLE UNIT, BUT LOCATED OUTSIDE THE BOUNDARIES THEREOF.
- AREAS: PARCEL 1 (TOTAL) 10,835 AC±

PHASE 1 (BUILDING #27)	2,377 AC±
PHASE 2 (BUILDING #7)	0.186 AC±
PHASE 3 (BUILDING #6)	0.200 AC±
PHASE 4 (BUILDING #5)	0.235 AC±
PHASE 5 (BUILDING #4)	0.343 AC±
PHASE 6 (BUILDING #3)	0.218 AC±
PHASE 7 (BUILDING #2)	1.148 AC±
PHASE 8 (BUILDING #1)	0.184 AC±
PHASE 9 (BUILDING #10)	0.222 AC±
PHASE 10 (BUILDING #11)	0.195 AC±
PHASE 11 (BUILDING #12)	0.227 AC±
PHASE 12 (BUILDING #13)	1.088 AC±
PHASE 13 (BUILDING #14)	0.419 AC±
PHASE 14 (BUILDING #15)	0.235 AC±
PHASE 15 (BUILDING #16)	0.388 AC±
PHASE 16 (BUILDING #17)	0.261 AC±
PHASE 17 (BUILDING #18)	0.345 AC±
PHASE 18 (BUILDING #19)	0.206 AC±
PHASE 19 (BUILDING #20)	0.203 AC±
PHASE 20 (BUILDING #21)	0.249 AC±
PHASE 21 (BUILDING #22)	0.245 AC±
PHASE 22 (BUILDING #23)	0.181 AC±
PHASE 23 (BUILDING #24)	0.178 AC±
PHASE 24 (BUILDING #25)	0.177 AC±
PHASE 25 (BUILDING #26)	0.386 AC±
PHASE 26 (BUILDING #27)	0.386 AC±
TOTAL	10,835 AC±

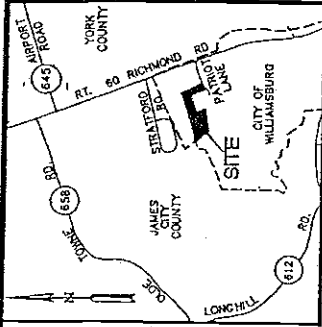
TAX PARCEL 281-07-00-001  
ZONED B-3 & RM-2  
(MULTI-FAMILY DWELLING DISTRICT)  
SETBACK LIMITS  
SIDE = 15'  
REAR = 25'

NOTE:  
THIS PROPERTY LIES IN ZONE X. AREAS DETERMINED  
TO BE OUTSIDE THE 800 YEAR FLOOD (FIRM) PER  
F.I.R.M. #010284-0005 B, DATED 3/2/94.

CERTIFICATE OF APPROVAL

STATE OF VIRGINIA  
CITY OF WILLIAMSBURG  
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR  
THE CITY OF WILLIAMSBURG, VIRGINIA, THIS MAP  
WAS PRESENTED AND ADMITTED TO RECORD AS THE  
LAW DIRECTS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
AS INSTRUMENT NUMBER \_\_\_\_\_

TESTE: \_\_\_\_\_  
CLERK



Drawn	JFS
Date	6/11/2002
Scale	1" = 100'
Project No.	8395-6
Drawing No.	1 OF 6



PLAT OF CONDOMINIUM  
WESTGATE AT WILLIAMSBURG,  
A CONDOMINIUM  
PHASE TWENTY-SEVEN  
OWNED BY: 752 L.L.C.,  
A VIRGINIA LIMITED LIABILITY COMPANY  
CITY OF WILLIAMSBURG, VIRGINIA



5248 Olda Towne Road, Suite 1  
 Williamsburg, Virginia 23188  
 (757) 253-0040  
 Fax (757) 220-8994

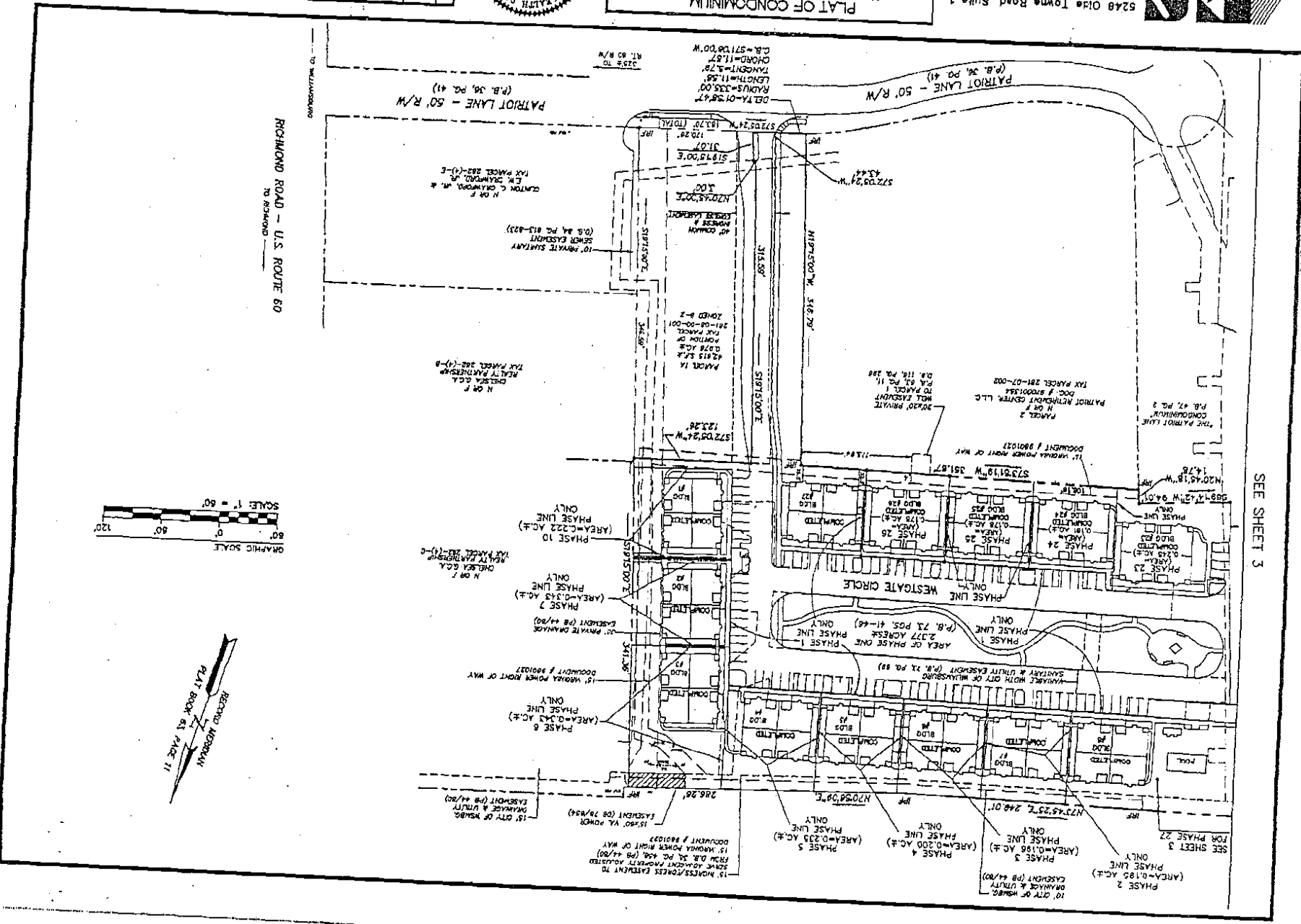
CONSULTING ENGINEERS

PLAT OF CONDOMINIUM  
 WESTGATE AT WILLIAMSBURG  
 A CONDOMINIUM  
 PHASE TWENTY-SEVEN  
 OWNED BY: 752 L.L.C.  
 A VIRGINIA LIMITED LIABILITY COMPANY  
 CITY OF WILLIAMSBURG  
 VIRGINIA

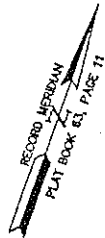


NO.	DATE	REVISION / COMMENT / NOTE

Drawn No.	8395-6
Project No.	1" = 60'
Date	8/03/02
Scale	JTS
DTW/ADS	
Checked	
2 OF 5	



06.03.02-1056 0355272.dwg

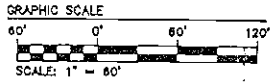


**AREA**

TOTAL AREA PARCEL 1= 10,935 AC±

PHASE TWENTY-SEVEN=	0.398 AC.±
PHASE TWENTY-SIX=	0.177 AC.±
PHASE TWENTY-FIVE=	0.178 AC.±
PHASE TWENTY-FOUR=	0.181 AC.±
PHASE TWENTY-THREE=	0.245 AC.±
PHASE TWENTY-TWO=	0.249 AC.±
PHASE TWENTY-ONE=	0.203 AC.±
PHASE TWENTY=	0.206 AC.±
PHASE NINETEEN=	0.345 AC.±
PHASE EIGHTEEN=	0.251 AC.±
PHASE SEVENTEEN=	0.323 AC.±
PHASE SIXTEEN=	0.368 AC.±
PHASE FIFTEEN=	0.235 AC.±
PHASE FOURTEEN=	0.419 AC.±
PHASE THIRTEEN=	1.098 AC.±
PHASE TWELVE=	0.227 AC.±
PHASE ELEVEN=	0.195 AC.±
PHASE TEN=	0.222 AC.±
PHASE NINE=	0.196 AC.±
PHASE EIGHT=	1.459 AC.±
PHASE SEVEN=	0.216 AC.±
PHASE SIX=	0.343 AC.±
PHASE FIVE=	0.235 AC.±
PHASE FOUR=	0.200 AC.±
PHASE THREE=	0.196 AC.±
PHASE TWO=	0.195 AC.±
PHASE ONE=	2.377 AC.±

TOTAL= 10,935 AC±

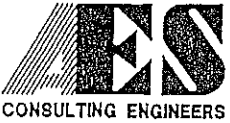


CURVE TABLE PHASE 27

NUMBER	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEAR
C1	80°00'00"	4.50	7.07	4.50	6.36	S28°51'18"W

LINE TABLE PHASE 27

NUMBER	BEARING	DISTANCE
L1	N73°54'08"E	62.58'
L2	N73°48'28"E	78.91'
L3	S16°08'41"E	97.65'
L4	S73°38'15"W	76.50'
L5	S18°08'41"E	13.60'
L6	S73°35'18"W	80.29'
L7	S16°08'41"E	115.81'



5248 Olde Towne Road, Suite 1  
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 Fax (757) 220-8994

PLAT OF CONDOMINIUM  
 WESTGATE AT WILLIAMSBURG,  
 A CONDOMINIUM  
 PHASE TWENTY-SEVEN  
 OWNED BY: 752 L.L.C.,  
 A VIRGINIA LIMITED LIABILITY COMPANY  
 CITY OF WILLIAMSBURG VIRGINIA



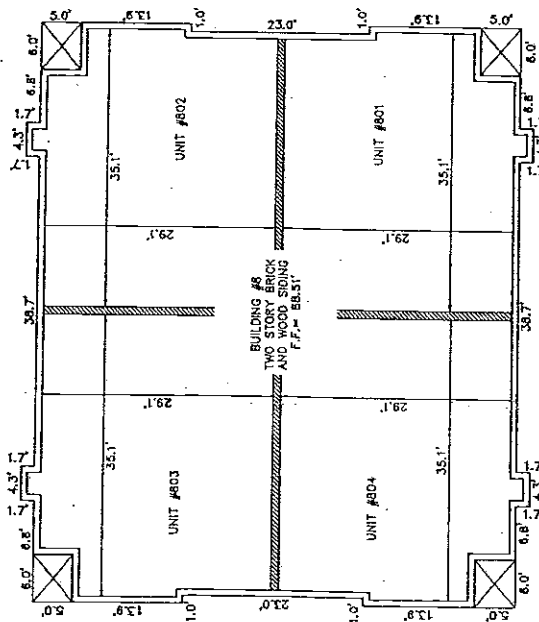
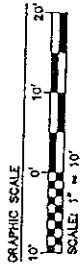
No.	DATE	REVISION / COMMENT / NOTE	BY

Designed by: JFS  
 Drawn by: JFS  
 Scale: 1" = 60'  
 Date: 6/03/02  
 Project No.: 8395-6  
 Drawing No.: 3 OF 6

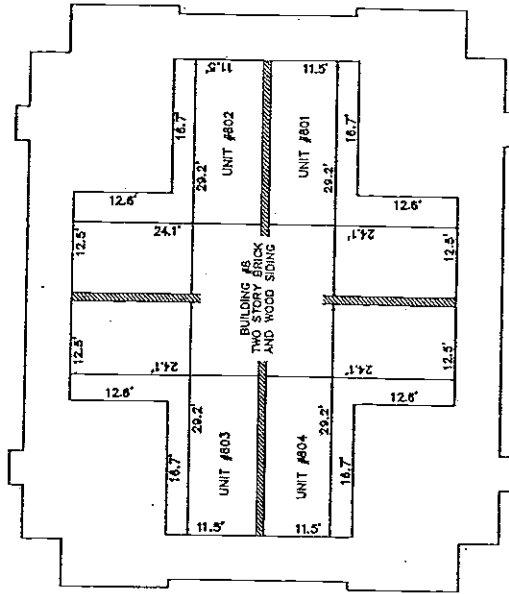
0213

06.03.02-10269 8395p173.dwg JFS

BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS
8	801	801 WESTGATE CIRCLE
8	802	802 WESTGATE CIRCLE
8	803	803 WESTGATE CIRCLE
8	804	804 WESTGATE CIRCLE



FRONT OF BUILDING  
FIRST FLOOR



FRONT OF BUILDING  
SECOND FLOOR



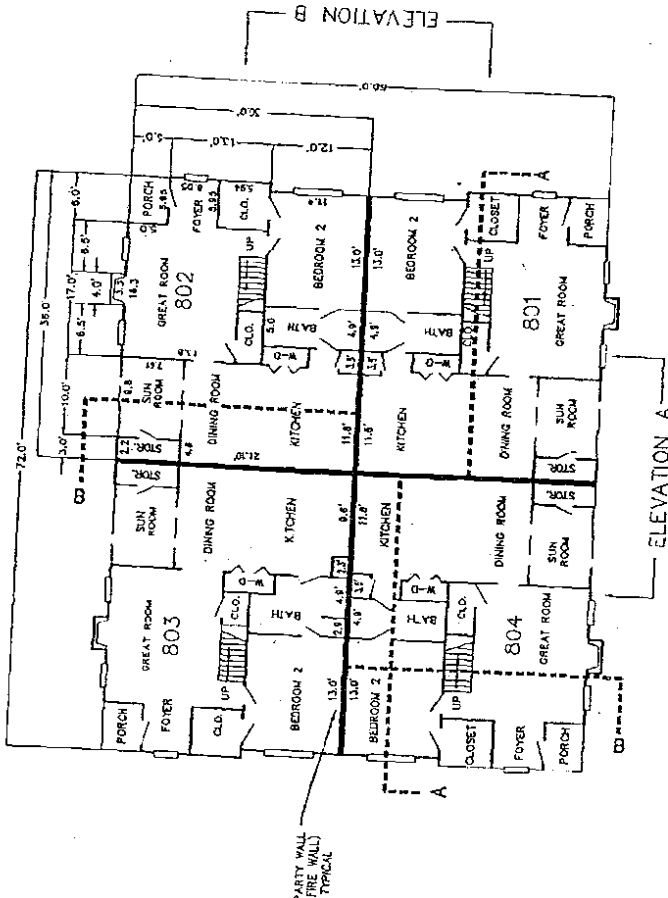
5248 Olde Towne Road, Suite 1  
Williamsburg, Virginia 23188  
(757) 253-0040  
Fax (757) 220-8894

PLAT OF CONDOMINIUM  
WESTGATE AT WILLIAMSBURG,  
A CONDOMINIUM  
PHASE TWENTY-SEVEN  
OWNED BY: 752 L.L.C.,  
A VIRGINIA LIMITED LIABILITY COMPANY  
WILLIAMSBURG, VIRGINIA

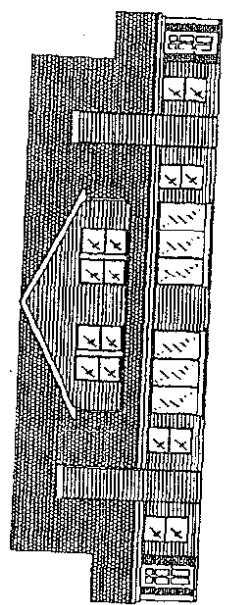


Drawn CITY/JDS	Date 9/03/02	Project No. 8395-6
Scale 1" = 10'	Sheet 4 OF 6	Drawing No.
No.		DATE
REVISION / COMMENT / NOTE		BY

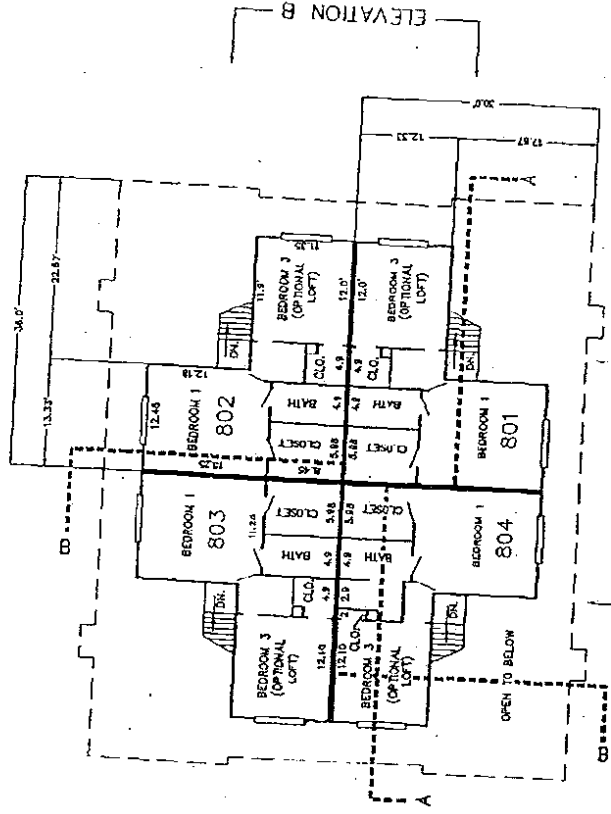
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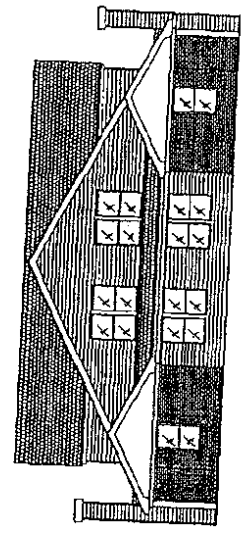
FIRST FLOOR PLAN  
(UNIT #802 IS TYPICAL)



ELEVATION A



SECOND FLOOR PLAN  
(UNIT #802 IS TYPICAL)



ELEVATION B

FLAT OF CONDOMINIUM  
WESTGATE AT WILLIAMSBURG,  
A CONDOMINIUM  
PHASE TWENTY-SEVEN  
OWNED BY: 752 L.L.C.  
A VIRGINIA LIMITED LIABILITY COMPANY  
CITY OF WILLIAMSBURG VIRGINIA

5248 Old Towne Road, Suite 1  
Williamsburg, Virginia 23188  
(757) 253-0040  
Fax (757) 220-8994



JUN 14 2015 8 41 AM



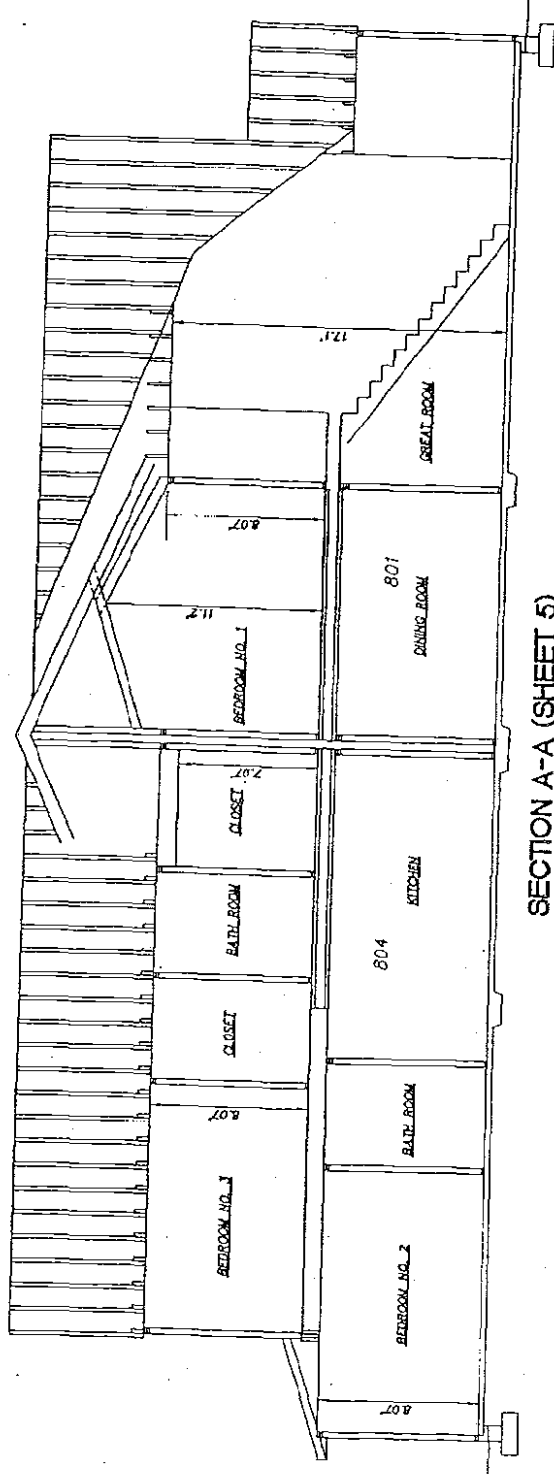
NO.	DATE	REVISION / COMMENT / NOTE	BY

Designed GFW/ADS	Drawn JFS	Project No. 8395-6	Sheet 5 OF 6
Scale 1" = 10'	Date 5/03/02	Drawing No.	



SECTION B-B (SHEET 5)



SECTION A-A (SHEET 5)



524B Olde Towne Road, Suite 1  
 Williamsburg, Virginia 23188  
 (757) 263-0040  
 Fax: (757) 220-8994

9120 84100

PLAT OF CONDOMINIUM  
 WESTGATE AT WILLIAMSBURG,  
 A CONDOMINIUM  
 PHASE TWENTY-SEVEN  
 OWNED BY: 752 L.L.C.,  
 A VIRGINIA LIMITED LIABILITY COMPANY  
 CITY OF WILLIAMSBURG VIRGINIA



Drawn	AWT/JS		
Checked	AWT/JS		
Date	6/03/02		
Scale	1" = 4'		
Project No.	8395-6		
Drawn No.	6 OF 6		
No.	DATE	REVISION / COMMENT / NOTE	BY

06.03.02-11:16 8395/276.dwg JFS

**EXHIBIT B**  
**PERCENTAGE INTERESTS OF UNIT OWNERS**

<u>Unit</u> <u>(Unit No.)</u>	<u>Percentage Interest</u> <u>(Fraction)</u>
<u>Building 1</u>	
101	1/108
102	1/108
103	1/108
104	1/108
<u>Building 2</u>	
201	1/108
202	1/108
203	1/108
204	1/108
<u>Building 3</u>	
301	1/108
302	1/108
303	1/108
304	1/108
<u>Building 4</u>	
401	1/108
402	1/108
403	1/108
404	1/108
<u>Building 5</u>	
501	1/108
502	1/108
503	1/108
504	1/108

JUN 14 2017

Unit (Unit No.)	Percentage Interest (Fraction)
<u>Building 6</u>	
601	1/108
602	1/108
603	1/108
604	1/108
<u>Building 7</u>	
701	1/108
702	1/108
703	1/108
704	1/108
<u>Building 8</u>	
801	1/108
802	1/108
803	1/108
804	1/108
<u>Building 9</u>	
901	1/108
902	1/108
903	1/108
904	1/108
<u>Building 10</u>	
1001	1/108
1002	1/108
1003	1/108
1004	1/108

JUN 14 8 02 18

Unit  
(Unit No.)

Percentage Interest  
(Fraction)

Building 11

1101	1/108
1102	1/108
1103	1/108
1104	1/108

Building 12

1201	1/108
1202	1/108
1203	1/108
1204	1/108

Building 13

1301	1/108
1302	1/108
1303	1/108
1304	1/108

Building 14

1401	1/108
1402	1/108
1403	1/108
1404	1/108
1405	

Building 15

1501	1/108
1502	1/108
1503	1/108
1504	1/108

Building 16

1601	1/108
1602	1/108
1603	1/108
1604	1/108

JUN 14 8 02 19

Unit  
(Unit No.)

Percentage Interest  
(Fraction)

Building 17

1701	1/108
1702	1/108
1703	1/108
1704	1/108

Building 18

1801	1/108
1802	1/108
1803	1/108
1804	1/108

Building 19

1901	1/108
1902	1/108
1903	1/108
1904	1/108

Building 20

2001	1/108
2002	1/108
2003	1/108
2004	1/108

Building 21

2101	1/108
2102	1/108
2103	1/108
2104	1/108

Building 22

2201	1/108
2202	1/108
2203	1/108
2204	1/108

JUN 14 8 02 20

Unit  
(Unit No.)

Percentage Interest  
(Fraction)

Building 23

2301	1/108
2302	1/108
2303	1/108
2304	1/108

Building 24

2401	1/108
2402	1/108
2403	1/108
2404	1/108

Building 25

2501	1/108
2502	1/108
2503	1/108
2504	1/108

Building 26

2601	1/108
2602	1/108
2603	1/108
2604	1/108

Building 27

2701	1/108
2702	1/108
2703	1/108
2704	1/108

TOTAL

1

JUN 14 2002 1

#90083129 v1

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 14 June 02  
at 3:14 AM/PM. The taxes imposed by Virginia Code  
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Clerk

17

PLAT RECORDED IN  
P.B. NO. 86 PAGE 53-58

# » Berkeley Realty «

*Property Management, Inc.*

907 Richmond Road ♦ Williamsburg, Virginia 23185 ♦ Phone: (757) 229-6810 ♦ Fax: (757) 229-8208



July 16, 2004

Dear Westgate Unit Owners:

Enclosed are the newly revised and adopted Rules and Regulations for Westgate Condominium Association, Inc. effective July 15, 2004.

The Board appreciated your input. Consideration was given to your comments and suggestions. Additionally, as you are aware, the Association adopted a rental cap of twenty-five (25) percent April 15, 2004. Again, for your records is a copy of this document recorded July 7, 2004. Enclosed are: (1) Application to Rent Unit and; (2) Renter Information forms. If you are currently renting your unit or have immediate plans of doing so, please complete and return the enclosed Application to Rent form and the Renter Information form by July 31, 2004 to Berkeley Realty Property Management.

The Board of Directors is very much appreciative of the support of the community and we thank you.

Board of Directors  
Westgate Condominium Association, Inc.

#### Enclosures

- (1) Rules and Regulations
- (2) Recorded Copy of Rental Cap Amendment
- (3) Application to Rent Form
- (4) Renter Information Form

## SECTION I

### INTRODUCTION

1. **The Condominium Concept.** Condominium ownership is a relatively new property right which, in effect, combines two older forms of ownership. The Condominium Unit Owner is (1) the sole owner of the portion of the Property which comprises his living quarter (i.e., his Unit), and is (2) one of many mutual owners (legally speaking, "tenants in common") of common facilities which service his and other living quarters and common areas. The individual Unit Owner has an "undivided interest" in the Common Elements, which means that all Unit Owners have a share in the ownership of all Common Elements. An undivided interest gives the Unit Owner the right to share in the control of all Common Elements (subject to Declarant's reserved rights of control as outlined in the Declaration and Bylaws of the Condominium), but each Unit Owner must also pay that Unit's share of the normal expenses of operating and maintaining all the Common Elements. It is the ownership of an undivided interest in the Common Elements which sets the condominium ownership apart from other forms of property ownership.

2. **Authority.** Article III, Section 2(f) of the amended and restated Bylaws (the "Bylaws") of Westgate at Williamsburg, a Condominium (the "Condominium") dated July 7, 2004 provides that the Board of Directors (the "Board") of Westgate at Williamsburg Condominium Association, Inc. (the "Association") may adopt any rules and regulations deemed necessary of the benefit and enjoyment of the Condominium. Accordingly, the Board adopted the following rules to govern the Condominium (the "Rules").

3. **Governing Documents.** The Rules should be considered with the Declaration of Condominium and any amendments or supplements thereto (collectively referred to as the ("Declaration"), the Articles of Incorporation of the Association (the "Articles"), the Bylaws, and the guidelines adopted by the Board of Directors from time to time. The foregoing documents are collectively referred to as the "Governing Documents." If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control.

4. **Association Membership.** Each person who purchases a Unit in the Condominium automatically becomes a member of Westgate at Williamsburg Condominium Association.

5. **Property Manager.** The managing agent of the Condominium and the Association is (the "Managing Agent").

6. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

## SECTION II

### USE OF UNITS AND COMMON ELEMENTS

1. **Residential Use.** Except as otherwise provided herein and in the Governing Documents, Units shall be used exclusively for residential purposes.

2. **No Commercial Use.** Except for those activities conducted as part of home occupations in accordance with the "Governing Documents", no Unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose.

3. **Lawful Use.** No improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all laws, zoning ordinances and regulations of all governmental agencies having jurisdiction shall be observed and complied with by and at the sole expense of the Unit Owner or the Association, whichever shall have the obligation for the upkeep of such portion of the Condominium.

4. **Nuisances.** No nuisance shall be permitted to exist in any Unit. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted in any Unit, Common Element, or Limited Common Element or on any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Any violation of local ordinances, such as pet, noise or nuisance, shall be deemed to be a violation of these Rules. The Board of Directors shall have the authority to determine whether any situation or condition constitutes a nuisance under these Rules. Each Unit Owner shall refrain from any act or use of his or her Unit which could reasonably cause embarrassment, discomfort, or annoyance to other Unit Owners or residents.

5. **Hazardous Uses; Waste.** Nothing shall be done or kept on the Condominium which will increase the rate of insurance applicable for permitted uses for other Units, the Common Elements, the Limited Common Elements or any part thereof without the prior written consent of the Board, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept in the Condominium which will result in the cancellation of any insurance on any other Unit, the Common Elements, the Limited Common Elements or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports inflammatory or explosive charge may be kept or driven on the Condominium at any time. Each Unit Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Unit Owner shall knowingly use, generate, manufacture, store, release, dispose of or

knowingly permit to exist in, on, under or about such Unit Owner's Unit, the Common Elements, the Limited Common Elements, or any portion of the Condominium or transport to or from any portion of the Condominium any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be committed on the Common Elements or the Limited Common Elements.

6. **Emissions.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney or BBQ grill emissions and no production, storage or discharge of Hazardous Materials on the Condominium or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water. **THE USE OF CHARCOAL IS NOT PERMITTED AT INDIVIDUAL UNITS.** Existing grills as of July 15, 2004 are grandfathered and must be ten (10) feet from buildings.

7. **Noise.** All persons present on the Condominium shall comply with the applicable local noise ordinance and shall not permit or engage in any activity, practice or behavior that causes annoyance, discomfort or disturbance to any other person(s) lawfully present on any portion of the Condominium.

8. **Obstructions.** No person shall obstruct any of the Common Elements, Limited Common Elements, or otherwise impede the rightful access of any other person on any portion of the Condominium upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Elements or Limited Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except with the proper written approval of the Board. The Association reserves the right to remove any obstructions that may constitute a safety or hazard situation at the Unit Owner's expense. If it becomes necessary to remove any obstruction in the Common Elements or Limited Common Elements, such costs will be at the Unit Owner's expense and shall become part of the assessment obligation.

9. **Association Property.** The Common Elements shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Units. The improvements located on the Common Elements, if any, shall be used only for their intended purposes. Except as otherwise expressly proprietary use of any of the Common Elements without the prior written approval of the Board and then only on a temporary basis.

10. **Access to Units.** Due to the nature of Condominium ownership, the Association has the right to enter any Unit for the purpose of making repairs or maintenance for the benefit of the Condominium. A resident roster is maintained by the Association so that you may be contacted prior to the entry of your Unit by the Association. **It is important that you provide both a work and home telephone number to the Association in the event you need to be contacted.** The Unit Owner shall also be responsible for maintaining an updated or a current address for correspondence.

- a. In the case of emergency, the Association will attempt to contact you prior to entry of your Unit. However, many emergencies will not allow time for such notification.
- b. In all non-emergency cases, the Association will give you prior notice, by telephone or in writing, of the need to enter your Unit and will make arrangements to gain access.
- c. The Association will not admit delivery, trade and/or other visitors of the owners or residents to any of the Units.

11. **Antennas.** No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any property within the Westgate Community, whether attached to a building or structure or otherwise. Satellite dishes fall into the category of "other device." (*Refer to Satellite Policy.*)

12. **Front Porches and Fenced Patios.** The front porches and fenced patios are for the private use and enjoyment of the Unit Owner excluding Association responsibilities as outlined in Section V of the Bylaws.

a. The Unit Owner is responsible for the routine cleaning of the Front Porches and Fenced Patios as well as simple maintenance to the Front Porches and Fenced Patios.

b. Any major repairs to the Front Porches and Fenced Patios will be handled by the Association. Approved improvements, such as decks, to the Fenced Patio areas made by the Unit Owner is the responsibility of the Unit Owner.

c. **Appliances & Storage.** Front Porches, Fenced Patios and Garden Areas shall not be used for storage. Small appliances, such as radios and televisions may be used provided the noise levels are controlled to prevent disturbing the other residents and the appliances are used in accordance with local ordinances. No storage containers other than trash cans are permitted in these areas.

d. **Enclosures.** All types of exterior screens blinds, shutters, windows enclosures and awnings are prohibited.

e. **Fixtures & Decorations.** Except as identified herein, no permanent fixtures or decorations may be fastened to the walls, ceiling, fencing or railings unless approved by the Board of Directors.

f. **Flags.** Only United States flags no larger than 4' x 8' may be displayed in accordance with generally accepted rules for display of the flag. Flags of appropriate size may be draped and fastened over Fenced Patio railings.

g. **Furniture.** Appropriate seasonal patio furniture may be used in these areas.

h. **Hanging Baskets.** Hanging baskets are allowed on the Decks and Fenced Patios. All baskets must be safely secured to prevent being blown away. They must be neat and well-maintained. Any baskets containing dead or dying plants must be removed immediately.

i. **Miscellaneous.** The following items shall not be placed on Fenced Patios or Garden Areas:

- i. excessive number of bird feeders/bird baths
- ii. clothing or other items for airing or drying
- iii. items or furnishings which may be pushed or blown off the Fenced Patios or Front Porches
- iv. dog houses

j. **Painting.** Bylaws Article V, Section 5(a). Exterior painting of all the Common Elements and Limited Common Elements is the responsibility of the Association.

k. **Planters.** Planter boxes are not allowed outside the Fenced Patio in front of the buildings. Planter boxes may be used on the Front Porches and inside the Fenced Patios. No more than three such boxes may be used on any one Front Porch or Fenced Patio. All planters must be secured to the Patio fencing in a non-permanent manner, so that they cannot be pushed or blown over. No planters or hardware may be attached to the outside of the Fenced Patio, buildings or Common Elements.

l. **Weight Limitations.** No additions or changes to Front Porches and Fenced Patios may be made without the prior written approval of the Board of Directors.

13. **Cable Television.** Units in the Condominium are cable ready. Contact local provider.

14. **Doors, Doorbells, Knockers, Handles, Locks, Weather Stripping & Other Hardware.** The maintenance of these items is the responsibility of the Unit Owner(s).

15. **Fire.** In the event of a fire occurring anywhere on the Common Elements or in a Unit, **IMMEDIATELY CALL THE FIRE DEPARTMENT.** The Managing Agent of the Condominium should be notified as soon as reasonably possible. Unit fire alarms, smoke detectors and other such devices are the responsibility of the Unit Owner(s).

16. **Grills.** Charcoal grills are prohibited at individual units. Existing grills as of July 15, 2004 are grandfathered and must be ten (10) feet from buildings.

17. **Interior Alterations and Relocation of Partitions.** No interior alterations are permitted that would affect the integrity of any load bearing walls. Unit Owners are responsible for coordinating such alterations with the Board of Directors.

18. **Landscaping and Planting.** Any landscape improvements outside of Fenced Patio areas shall be approved by the Board of Directors. Unit Owner will be responsible for the care and maintenance of any such landscaping.

19. **Leases.** Unit Owners are permitted to lease their Units in accordance with current policy (See Attached).

a. The lease shall be in written form.

b. The Unit Owner shall supply the Association with the name(s) and home and work telephone numbers of any tenants so that they can be reached if necessary. The Unit Owner should provide any tenants with vehicle and/or pet registration forms upon the execution of the lease. The completed forms should be forwarded to the Managing Agent within seven (7) days.

c. Unit Owners are responsible for all actions of their tenants, including actions which cause damage to the Common Elements, the Unit or violate the Governing Documents. Any debt to the Association incurred by the tenant will become the obligation of the Unit Owner in the form of an assessment against the Unit.

d. The City of Williamsburg Zoning Code Article I, Section 21-2 states that no more than three unrelated persons can reside in a household.

20. **Litter.** It is prohibited to litter or deposit debris on the Common Elements, including the Retention Pond (BMP).

21. **Mailboxes.** The mailboxes are located in a clustered area on the Common Elements. The Association will provide maintenance for the mailboxes. Additional keys and/or rekeying of mailbox are the responsibility of the Unit Owner.

22. **Main Entrance, Stairs, Front Porches and Walkways.** Nothing shall be stored or placed on the stairs, front porches and walkways leading to the main entrance doors, which create an obstruction.

23. **Moving.** Owners who are moving in or out of the Condominium must do so between the hours of 9:00 a.m. and 9:00 p.m. Moving vans may only be parked in the visitor parking spaces.

24. **Painting, Wallpapering, Decorating.** Interior painting, wallpapering and decorating is the responsibility of the Unit Owner.

25. **Pest Control.** The Association is responsible for pest extermination for the Common Elements ONLY. However, termite protection will be provided by the Association for each Unit. Please contact the "Managing Agent" if you notice a need for pest control on the Common Elements. Pest control in the individual Units **IS** the responsibility of the Unit Owner.

26. **Plumbing.** The plumbing becomes the Unit Owner's responsibility at the point it enters the unit. In addition, all other plumbing and utility circuits that serve only that unit regardless of location is the Unit Owner's responsibility.

27. **Porch Lights.** Porch lights are to be white in color. Both white and yellow "bug" lights are permitted. No other color is allowed. The replacement of missing or broken porch globes is the responsibility of the Unit Owner and should be replaced by the Unit Owner in a timely manner.

28. **Recycling.** All large cardboard boxes that do not have a waxy coating on the outside must be broken down and flattened and placed in the area behind the recycling bin.

29. **Relocation of Boundaries and Subdivision of Units.** Declaration of the Condominium Article IV, Sections 1 and 2.

30. **Sale of Unit.** Virginia law requires sellers of residential property to make certain disclosures to the purchasers. Upon the Unit Owner's request, the Association will provide a disclosure packet as required by the Condominium Act. The Association charges a fee for providing the disclosure packet.

31. **Seasonal Decorations.** Approval for seasonal decorations is not required so long as such decorations meet the following criteria:

a. The decorations are displayed only so long as they are appropriate.

b. The decorations do not make any sound.

c. The decorations are not attached in such a way as to mar the finish on the door.

d. Decorative holiday lighting shall not be operative prior to the 26<sup>th</sup> of November in any year, and removed not later than the following 7<sup>th</sup> of January. Lighting displays should not be objectionable to the Board of Directors.

e. Seasonal decorations are to be removed no later than two (2) weeks after the holiday.

32. **Security.** Unit Owners can enhance the security of the Condominium through awareness programs and by making sure Unit windows and doors are locked. A Unit Owner must notify the City of Williamsburg Police Department prior to the installation of a home burglar alarm system. If you observe any suspicious or criminal activity, **do not** call the Association. **IMMEDIATELY CALL THE POLICE DEPARTMENT.**

33. **Signs.** No sign, notice, or advertisement shall be posed, erected, or displayed upon the Common Elements or shall be visible from any unit, except for the following:

a. One "For Sale" or "For Rent" real estate or broker sign advertising a Unit for sale may be displayed from the interior of a window of the Unit for the period the Unit is for sale or rent. The sign must not exceed 4 sq. ft. in size and must be removed within fourteen (14) days from the date of the closing of the sale.

b. Signs or notices require by law to be posted during construction or repair work within a Unit.

c. Discreet security system notices, a decal or health alert notices are permitted.

34. **Solicitation.** All door-to-door **commercial** solicitation is prohibited. placing of materials on or under Unit doors is strictly prohibited unless express written permission is granted by the Board. Violations should be reported at once to the Association.

35. **Trash Removal.** The City of Williamsburg provides the trash removal service for the Condominium. All trash must be contained in sturdy plastic bags that are securely fastened. If you have large or bulky items to dispose of, you must make arrangements with the City of Williamsburg for pickup of these items.

36. **Utilities.**

a. Each Unit is individually metered for electricity. The heating and hot water tanks in each Unit are operated by natural gas and the air-conditioning systems in each Unit are operated by electricity. Each Unit Owner will be billed monthly by Virginia Power for electricity and will be billed monthly by Virginia Natural Gas for the natural gas used in his or her Unit. It is the responsibility of the Unit Owner to contact Virginia Power and Virginia Natural Gas regarding connection, disconnection or transferring the billing of the electricity and natural gas to a tenant.

b. The electricity for the lighting of the Common Elements is paid for through your Association assessment.

c. The Units are sub-metered for water and sewer service. Water and sewer charges for the Units are billed directly to the Unit Owner. The water and sewer service for the Common Elements are paid by the Association.

37. **Window Dressings.** Draperies, curtains or Venetian blinds must be installed at all windows within the Unit. All window dressings must show a white or off-white face to the exterior.

### **SECTION III**

#### **ADDITIONS, ALTERATIONS AND IMPROVEMENTS**

1. Article V, Section 7 of the Bylaws provides that no Unit Owner shall make structural or exterior addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors.

2. Article V, Section 1(g) of the Declaration provides that without the prior written consent of the Board of Directors, except on replacements of any real construction no Unit Owner shall install any electrical or telephone wire, television or communication antenna, air conditioning unit, awning or other machine, device or improvement upon any Unit or Common Elements in such a fashion that it protrudes from or through any roof, balcony, wall or window nor shall any blind, shade, drapes or screen be attached to or used in connection with any exterior windows or exterior doors.

3. A written request for approval of any structural addition, alteration or improvement must be made to the Board of Directors. The Board of Directors will respond to such request within thirty (30) days from the date of such request.

### **SECTION IV**

#### **PARKING AND VEHICLE RESTRICTIONS**

1. Unit Owners shall be limited to parking two approved vehicles on the Common Element parking lots. Additional vehicles must be approved by the Board.

2. All vehicles must be registered within seven (7) days of moving in or obtaining the new vehicle with the Managing Agent.

3. Parking shall be restricted to approved vehicles. Approved vehicles shall include conventional passenger vehicle, motorcycle, van and truck, recreational or commercial vehicle of two and one-half, or less, tons gross weight. All vehicles, including associated equipment or accessories, must be parked so as not to impede traffic or damage vegetation, obstruct traffic or create a safety hazard. The Board of Directors reserves the right to determine if any condition constitutes a hazard.

4. No signs, initials, numbers, storage containers or any other additions or alterations to parking spaces may be painted, displayed or erected by any owner without the prior written consent of the Board of Directors. This restriction does not apply to uniform numbering or letter system used by the Association.
5. No junk or derelict vehicles or other vehicle not displaying current registration, plates and City, County and State permits shall be kept in any parking space, nor shall any Unit Owner conduct repairs, routine maintenance, including oil changes, fluids (except in an emergency) or restorations of any motor vehicle or other vehicle upon any portion of the Common Elements. Vehicles may display a "for sale" sign no larger than two (2) square feet.
6. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise. Unit Owners are financially responsible for oil or other fluid leaks or other damage done to parking areas occupied by owner or tenants.
7. No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any type, recreation vehicles that is longer than eighteen (18) feet or wider than eight (8) feet or weighs more than 2 ½ tons, boats, motorcycles, mopeds, scooters or vans shall be parked or stored within the Common Elements. "Commercial vehicles" are vehicles which are not designed and used for customary, personal/family purposes. The absence of commercial lettering or graphics on a vehicle shall not be dispositive of whether it is a commercial vehicle. The foregoing restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles in connection with construction use or providing pick-up and delivery and other commercial services. Service vehicles for repairs and/or construction may park within the Common Elements between 7: a.m. and 8 p.m. except in the case of emergencies.
8. All motorized vehicles, including, but not limited to, trail bikes, motorcycles, dune buggies, snowmobiles and scooters, shall be driven only upon paved streets and parking areas. A speed limit of 15 MPH SHALL be observed within the parking areas and subdivision streets unless otherwise posted. No vehicles, including bicycles, skateboards and other recreational vehicles shall be driven on community trails, pathways, sidewalks or unpaved portions of the Common Elements, except such vehicles as are authorized by the Board as needed to maintain, repair or improve the Common Elements. This prohibition shall not apply to normal vehicular use of designated streets and lanes.
9. Complaints regarding the parking of vehicles should be directed to the Managing Agent.
10. The Board of Directors shall make a reasonable attempt to give notice in the form of written notice placed on the vehicle to the owner(s) of offending vehicles. If such vehicle is not removed or the violating condition corrected, the Board of Directors

shall have the offending vehicle towed at the expense and risk of the owner of the vehicle.

11. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions set forth in the Governing Documents may be towed by the Association at the sole expense of the owner of the vehicle as follows: (i) if the vehicle is parked in a NO PARKING ZONE or FIRE LANE, double parked or otherwise blocking throughways, or causing an emergency situation, it will be subject to towing without notice; and (ii) if the vehicle is not parked as provided in (i), then it may be towed by the Association if it remains in violation for 24 hours after a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of the towed vehicle for trespass, conversion, or otherwise, nor shall the Association be guilty of any criminal act, by reason of the towing. In cases of towing in which notice is required, once notice is posted, neither its removal, nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that the notice was properly posted shall be conclusive evidence of proper posting.

12. Parking of an Unit Owner, lessee, or guest vehicle for a period of longer than five (5) consecutive days is not permitted in the VISITOR parking spaces, unless approved by the Board of Directors. No unit may occupy more than two (2) parking spaces on a daily basis.

## SECTION V

### PET GUIDELINES

1. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number is prohibited in any Unit or upon the Common Elements, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted, provided, however, that such pets are not kept or maintained for commercial purposes and that any such pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis after the owner thereof has received notice from the Board of Directors regarding such disturbance shall be subject to permanent removal from the Condominium within ten (10) days after receipt of a written notice from the Board of Directors if the Board deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Board shall provide such notice as is reasonable under the circumstances.

2. The number of ordinary domestic pets, excluding caged animals and birds and those maintained in an aquarium or terrarium, shall not exceed two (2). The weight limit for any individual pet shall not exceed fifty (50) pounds unless approved by the Board of Directors. Existing dogs as of July 15, 2004 are grandfathered.

3. Pets shall not be permitted upon the streets or Common Elements unless accompanied by someone who can control the pet and unless carried or leashed (such leash not to extend more than 6 feet in length). No pet may be leashed to any stationary object on the Common Elements or kenneled on any deck. Pets must be curbed only in the areas defined as "pet areas." Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Common Elements. Generally, pet areas are defined as: (i) areas away from buildings, walkways, patio areas, gazebo area, and any amenities area; and (ii) such other areas defined by the Board of Directors. Pet owners are required to carry and use "Pooper Scoopers" and/or plastic bags at all times when pets are in Common Elements and Limited Common Element.

4. All pets shall be registered with the City of Williamsburg and inoculated as required by law. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.

5. All pets must be registered with the Association within seven (7) days of occupying any portion of the Condominium, using a form available from the Association.

6. Every female dog or cat, while in heat, shall be kept confined in the Unit by its Owner in such a manner that she will not be in contact with another animal nor create a nuisance by attracting other animals.

7. Cats shall not be left unattended outside the Unit.

8. No Owner shall inflict or cause cruelty in connection with any pet.

9. Any Owner who keeps or maintains any pet upon any portion of the Condominium agrees to indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

## SECTION VI

### POOL

1. Guests in the pool area must be accompanied by a Resident or Unit Owner at all times.

2. No more than five (5) guests are permitted by any one Resident at any one time without written approval of the Board of Directors.

3. More than five (5) guests constitutes a Special Event and a Special Event requires written approval by the Board of Directors fourteen (14) days prior to the event. The maximum number of individuals for any Special Event shall not exceed fifteen (15) persons.

4. Residents/Unit Owners are responsible to make sure that guests are properly supervised. The pool is open to all residents 9 a.m. to 9 p.m. daily. See Pool Rules Posted at the Pool.

5. No nude bathing or swimming at pool.

## **SECTION VII**

### **RETENTION POND (BMP)**

1. There shall be no fishing, swimming, diving, wading or skating in the retention pond (BMP).

## **SECTION VIII**

### **DUE PROCESS**

1. **Violation of Governing Documents.** Courtesy and cooperation among residents area must for community living. When complaints involve your neighbors, it is most often best to simply discuss the problem with them. Should the complaint remain unresolved or if you feel uncomfortable talking to your neighbor, please contact the Managing Agent to request assistance. The complaint filed with the Managing Agent should be in writing and should document the problem as thoroughly as possible. The Managing Agent will attempt to resolve the problem informally. Final recourse is available through the Board which will schedule a panel to hear the complaint.

a. **Informal Procedures for Violations of the Governing Documents.**

(i) Noncompliance with the Governing Documents may be noted by a resident, a Unit Owner, or member of the Association or by a city/county employee acting in an official capacity by initially reporting in writing to the Managing Agent. Such notice shall specify the time, date, place and nature of the violation.

(ii) Upon receipt of such notice, the Managing Agent shall attempt to secure compliance by phone call, personal contact or by sending notice to the Unit Owner and, if applicable, the resident stating the time, date, place and nature of violation to be corrected and notice that noncompliance repetition or such violation may result in imposition of sanctions, fines and/or legal action after notice and hearings by the Board of Directors. A record of this action and a copy of all notice sent by the Board or Managing Agent and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.

**b. Formal Procedures for Violations of the Governing Documents.**

(i) The filing of a formal complaint with the Board of Directors shall initiate the formal procedures set forth below. No Resident or Unit Owner may file a complaint unless the informal procedures set forth in paragraph 1 above have been exhausted and such violation was not corrected with the time period specified therefore in the notice sent by the Board or Managing Agent. The Complaint shall identify the specific provisions of the Governing Documents which the Unit Owner or resident is alleged to have violated or be in violation of, shall contain allegations of fact sufficient to support a finding of such violations, and shall, to the extent possible, specify the times, dates, places and persons involved and shall submit in writing the information the information listed above along with a description of the informal attempts already informal attempts already utilized to resolve the complaint.

(ii) Every resident or Unit Owner accused of a violation shall receive notice from the Association stating that a complaint has been filed and describing the general nature of the complaint. Before any disciplinary action is taken against such resident or Unit Owner, the resident or Unit Owner who is the subject of a formal complaint shall have the opportunity to be heard and represented by counsel before the Board of Directors. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Unit Owner and, if applicable to the resident, at the address(es) of record with the association at least fourteen (14) days prior to the hearing. If, after the hearing, the Board of Directors determines that a violation of the Rules has occurred, the Board shall have the power to assess charges against any Unit Owner for any violation for which the Unit Owner or the Unit Owner's family members, tenants, guests, or other invitees are responsible. The amount of any fines assessed by the Board shall be up to Fifty Dollars (\$50.00) for a single offense or Ten Dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as a special assessment against the Unit Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

2. **Interpretive Rulings.** Rulings of the Board of Directors may serve to (a) clarify the intent of provisions of the Association Instruments; (b) decide on the consistency of any such provisions with the other provisions of the Association Act or the Association Instruments, or (c) decide whether or not a rule or regulation was duly adopted.

a. **Petitions.** Any Unit Owner, officer or director or agent of the Association may petition the Board of Directors for an interpretive ruling by filing a written petition directed to the Board of Directors at the Association office.

b. **Decisions.** Within thirty (30) days of receipt of the petition, the Board of Directors shall issue a decision. Such decision shall be forwarded to the party requesting the decision and shall be distributed to the other Unit Owners by newsletter or other means.

3. **Appeals.** Any decision of any committee may be appealed to the Board of Directors, provided that all other avenues of resolution, as provided herein, have been pursued. The Board may make a preliminary review of the circumstances and materials relative to the case and made a determination as to whether it will hear the appeal.

a. **Election Not to Hear Appeal.** The Board may, based on the preliminary review, elect not to hear the appeal, in which case the Board will so inform the appealing party and the decision of the Committee shall stand.

b. **Election to Hear Appeal.** Should the Board of Directors elect to hear the appeal, a hearing will be scheduled by the Board of Directors.

c. **Decision of the Board.** Upon hearing the appeal, the Board may, in its discretion elect to (i) uphold; (ii) modify; or (iii) reverse the decision of the Committee.

4. **Further Actions.** All available avenues of resolution must be exhausted before any Unit Owner may resort to a court of law for relief with respect to any alleged violation by another member of any of the Association Instruments or the Governing Documents.

**Adopted: July 15, 2004**

**WESTGATE AT WILLIAMSBURG BOARD OF DIRECTORS**

\_\_\_\_\_  
Vivian Prescott

\_\_\_\_\_  
Michael Witt

*Signed  
7/15/2004  
[Signature]*

\_\_\_\_\_  
Chris Stefanski

\_\_\_\_\_  
Andy Pare'

\_\_\_\_\_  
Jim Sublett

**WESTGATE AT WILLIAMSBURG CONDOMINIUM ASSOCIATION, INC.**

**POLICY RESOLUTION NO. 2012 - #001**

**ASSOCIATION COMPLAINT PROCEDURES**  
**(for resolving certain complaints from members and others)**

**WHEREAS**, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board (“CICB”) has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners’ associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

**WHEREAS**, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Westgate at Williamsburg Condominium Association, Inc. (“Association”), acting through its Board of Directors, hereby adopts and establishes the following CICB-mandated Association complaint procedure for **handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities**:

**A. Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association’s recorded covenants and bylaws.

**B. Complaint Form.** If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board of Directors (“Board”) or the Association’s management agent (“Managing Agent”) is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint (“Complaint”) to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.

**1. Complaint Form Instructions and Attachments.** A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual’s Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the “Complainant”) knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association’s governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available upon request from the Association by contacting: Berkley Realty Property Management, 150 Strawberry Plains Road, Suite A-1, Williamsburg, VA 23118.

**C. Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

**By Mail:** Board of Directors, Westgate at Williamsburg  
Condominium Association, Inc.  
C/O Berkley Realty Property Management  
150 Strawberry Plains Road, Suite A-1  
Williamsburg, Virginia 23188

**By Hand-Delivery:** Board of Directors, Westgate at Williamsburg  
Condominium Association, Inc.  
C/O Berkley Realty Property Management  
150 Strawberry Plains Road, Suite A-1  
Williamsburg, Virginia 23188

**D. Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below.

**E. Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.

1. **Incomplete Complaint.** If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
2. **Forwarding to the Board.** If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.

**F. Formal Action – Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.

1. **Meeting at which Complaint will be Considered.** Complaints will be considered by the Board at a regular or special Board meeting held within 90 days from the date on which the Complaint was forwarded to the Board for consideration.
2. **Notice to the Complainant.** At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of

the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgment of receipt referenced in Section D above.

3. **Board's Decision on Complaint.** The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
  - (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
  - (b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.
- G. **Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:
  1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
  2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
  3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).
- H. **Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.
- I. **Resale Disclosure Packet.** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued resale certificates.

**EXHIBIT A**  
**(POLICY RESOLUTION NO. 2012 - #001: "ASSOCIATION COMPLAINT PROCEDURES")**

**Westgate at Williamsburg Condominium Association, Inc.**

Mailing: Board of Directors, Westgate at Williamsburg Condominium Association, Inc. C/O Berkley Realty Property Management 150 Strawberry Plains Road, Suite A-1 Williamsburg, Virginia 23188	Hand-Delivery: Board of Directors, Westgate at Williamsburg Condominium Association, Inc. C/O Berkley Realty Property Management 150 Strawberry Plains Road, Suite A-1 Williamsburg, Virginia 23188
Phone #: (757) 228-6810	

**ASSOCIATION COMPLAINT FORM**  
**(for Complaints Against Association, Board or Managing Agent)**

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of Westgate at Williamsburg Condominium Association, Inc. (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

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2. Sign, date & print your name and address below and submit this completed form to the Association at the above address.

_____ Printed Name	_____ Signature	_____ Date
_____ Mailing Address		
_____ Lot/Unit Address		
_____ E-mail Address	_____ Phone Number	Contact Preference <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Other _____

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233  
804/367-2941  
CICombudsman@dpor.virginia.gov

**RESOLUTION ACTION RECORD**

Resolution Type: Policy No. 2012 - #001

Pertaining to: CICB-mandated Association Complaint Procedures

Duly adopted by the Board of Directors of the Association on Aug 8, 2012.

Motion by: ART GIARDINA

Seconded by: SANDY KAUFMAN

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
<i>Debra Y. [Signature]</i>	Director	✓			
<i>Sandy Kaufman</i>	Director	✓			
<i>[Signature]</i>	Director	✓			
<i>[Signature]</i>	Director	✓			
<i>[Signature]</i>	Director				

Attest: *Joe Roy Barrett*  
*JR Gagnon* (Secretary)  
*MANAGING AGENT*  
Date: 8/8/2012

Resolution effective as of date of adoption.



**WESTGATE AT WILLIAMSBURG CONDOMINIUM ASSOCIATION, INC.  
ADMINISTRATIVE RESOLUTION NO. 2012 - #002**

**Cost Schedule for Providing Copies of Books and Records**

**WHEREAS**, Westgate at Williamsburg Condominium Association, Inc. (“the Association”) is a unit owners’ association organized and operating pursuant to the Virginia Condominium Act (“Act”) and the Declaration of Condominium of Westgate at Williamsburg, A Condominium, as amended (“Declaration”); and,

**WHEREAS**, Section 55-79.74:1 of the Act provides that certain books and records of the Association must be made available for examination and copying by Members in good standing, and provides that, prior to providing copies of any books and records, the Association may require the Member to pay a charge to cover the costs of material and labor; and

**WHEREAS**, Section 55-79.74:1(D) of the Act, as amended and effective July 1, 2012, provides that charges for providing copies may be imposed only in accordance with a cost schedule adopted by the Board.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby adopts the following cost schedule policy pursuant to Section 55-79.74:1(D) of the Act:

1. When a Member in good standing requests copies of Association books and records pursuant to Section 55-79.74:1 of the Act, the Association’s Management Agent (“Management Agent”) shall not provide the Member with any requested copies until or unless the Management Agent receives from the Member payment in full of the applicable charge as calculated by the Management Agent in accordance with the then current cost schedule specified in the attached Exhibit A, as may be revised from time to time as set forth below (“Cost Schedule”).

On an annual basis or as otherwise needed, the Management Agent is authorized and directed by the Board to prepare and implement an updated Cost Schedule to replace the existing Cost Schedule attached as Exhibit A to this Resolution, so that the material and labor costs specified in the Cost Schedule correspond to the applicable costs charged by the Management Agent pursuant to its contract with the Association. A Cost Schedule updated by the Management Agent pursuant to this provision is effective immediately upon being so updated.

2. The Cost Schedule applies equally to all Members in good standing. Members not in good standing are not entitled to inspect or copy books records. For purposes of this Resolution, a Member is *not* in “good standing” if that Member is delinquent in the payment of any regular or special assessment of the Association as a result of not having paid such assessment within ten (10) days of the applicable due date.
3. The Management Agent will provide a copy of the Cost Schedule to a requesting Member at the time the request is made by the Member to inspect/copy Association books and records.

WESTGATE AT WILLIAMSBURG CONDOMINIUM ASSOCIATION, INC.

EXHIBIT A  
TO  
ADMINISTRATIVE RESOLUTION NO. 2012 - #002

COST SCHEDULE - 2012  
FOR PROVIDING COPIES OF BOOKS AND RECORDS

<b>1. Labor Charges:</b>	(in minimum ¼ hour increments)  <b><u>\$50.00</u> per hour for labor by CICB Licensed Property Manager, otherwise <u>\$35.00</u> per hour for labor</b>
<b>2. Materials Charges:</b>	<b><u>\$0.12</u> per page copied in black and white <u>\$1.00</u> per page copied in color plus actual postage (if mailing requested by Member)</b>

WESTGATE AT WILLIAMSBURG CONDOMINIUM ASSOCIATION, INC.

RESOLUTION ACTION RECORD

Resolution Type: Administrative No. 2012 - #002

Pertaining to: Cost Schedule for Providing Copies of Books and Records

Duly adopted at a meeting of the Board of Directors of Westgate at Williamsburg Condominium Association, Inc. held Aug 8, 2012.

Motion by: Sandy Kaufman Seconded by: Art Giardina.

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>Christina J. Prescott</u> , Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Sandy Hallock</u> , Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> , Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Joseph C. Ott</u> , Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:  
for Roy Barnum  
J. Gagliardi  
Secretary      Managing Agent

8/8/2012  
Date

Book of Minutes - 2012  
Book Resolutions: 2012

Resolution effective: 8/7/2012, 2012



**Insurance Dec Page**

**Westgate at Williamsburg A Condominium Association Inc**

3 Ravinia Drive  
 Atlanta GA 30346-2117

**Named Insured**

AT2 000032 3317 9M-07-2399-FB89 F M

THE MEWS AT WILLIAMSBURG  
 HOMEOWNERS ASSOC INC  
 C/O BERKELEY REALTY PROP MGT  
 STE A1  
 150 STRAWBERRY PLAINS RD  
 WILLIAMSBURG VA 23188-3408



Entity: HOA

**RENEWAL DECLARATIONS**

<b>Policy Number</b>	<b>96-K2-4889-4</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	AUG 3 2016	AUG 3 2017
The policy period begins and ends at 12:01 am standard time at your mailing address as shown.		

**COMMERCIAL LIABILITY UMBRELLA POLICY**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	\$ 5,000,000
Coverage L - Business Liability (Annual Aggregate)	\$ 5,000,000
<b>Self-Insured Retention</b>	\$ 10,000

**Required Underlying Insurance Schedule**

Coverage	Minimum Underlying Limits
<b>Business Liability</b>	Bodily Injury (Per Occurrence) \$ 500,000
	Bodily Injury (Annual Aggregate) \$ 1,000,000
	Property Damage (Per Occurrence and Annual Aggregate) \$ 100,000
	--or--
<b>Employers Non-Owned Auto Liability</b>	Bodily Injury and Property Damage (Per Occurrence) \$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate) \$ 1,000,000
<b>Employers Non-Owned Auto Liability</b>	--or--
	Bodily Injury (Each Person/Each Accident) \$ 500,000 / \$ 500,000
	Property Damage (Each Accident) \$ 100,000
	--or--
Bodily Injury and Property Damage (Each Accident)	\$ 500,000

**Forms & Endorsements**

Commercial Liab Umb Policy CU-2100  
 \*Terrorism Insurance Cov Notice FE-6999.2  
 Amendatory Endorsement CU-2246  
 Exclusion - Lead Poisoning CU-2339

**Policy Premium** \$ 1,200.00

\* New Form Attached

Other limits and exclusions may apply - refer to your policy

Continued on Reverse

CU-2000 Prepared JUN 10 2016

**BILL WARD**  
 (757) 229-9615

Continued from Front

Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Yarell*  
Secretary

*Michael J. Lipson*  
President



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive  
Atlanta GA 30346-2117

**Named Insured**

AT2 M-07-2399-FB89 F V

000694 3125

THE MEWS AT WILLIAMSBURG  
HOMEOWNERS ASSOC INC  
C/O BERKELEY REALTY PROPERTY  
MANAGEMENT  
150 TRAWBERRY PLAINS RD SU A1  
WILLIAMSBURG VA 23188-3408



**RENEWAL DECLARATIONS**

<b>Policy Number</b>	<b>96-36-1001-9</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	AUG 3 2016	AUG 3 2017
The policy period begins and ends at 12:01 am standard time at the premises location.		

**Agent and Mailing Address**

BILL WARD  
1003 RICHMOND RD  
WILLIAMSBURG VA 23185-2823

PHONE: (757) 229-9615

**Residential Community Association Policy**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: HOMEOWNERS ASSOCIATION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 2,734.00

Discounts Applied:  
Renewal Year  
Claim Record

Prepared  
JUN 09 2016  
CMP-4000

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0108-ST-1-1001

## RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for THE MEWS AT WILLIAMSBURG  
 Policy Number 96-36-1001-9

**SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance*	
		Coverage A - Buildings	Coverage B - Business Personal Property
001	5101 O'HALLORAN WAY WILLIAMSBURG VA 23188-8502	No Coverage	No Coverage

**AUXILIARY STRUCTURES**

Location Number	Description	Limit of Insurance*	
		Coverage A - Buildings	Coverage B - Business Personal Property
001A	Recreation Building	\$ 584,800	\$ 67,100
001B	Pool	\$ 157,400	See Prop Sch

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Inflation Coverage Index: 167.1

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**RENEWAL DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for THE MEWS AT WILLIAMSBURG**  
**Policy Number 96-36-1001-9**



**SECTION I - DEDUCTIBLES**

<b>Basic Deductible</b>	\$1,000		
<b>Special Deductibles:</b>			
Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$1,000		

Other deductibles may apply - refer to policy.

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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0208-ST-1-1001

**RENEWAL DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for THE MEWS AT WILLIAMSBURG**  
**Policy Number 96-36-1001-9**

Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX**

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$5,000
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

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## RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for THE MEWS AT WILLIAMSBURG  
 Policy Number 96-36-1001-9

---

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**


---

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$50,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

---

**SECTION II - LIABILITY**


---

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$1,000,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Directors and Officers Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

---

**RENEWAL DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for THE MEWS AT WILLIAMSBURG**  
**Policy Number 96-36-1001-9**

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

---

CMP-4100	Businessowners Coverage Form
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4246.1	Amendatory Endorsement
CMP-4872	Directors & Officers Liability
CMP-4788	Addl Insd Mgrs Lessor of Prem
CMP-4550	Residential Community Assoc
CMP-4746	Hired Auto Liability
CMP-4710	Employee Dishonesty
CMP-4508	Money and Securities
CMP-4705	Loss of Income & Extra Expnse
CMP-4648	Fire Department Service Charge
FD-6007	Inland Marine Attach Dec
	* New Form Attached

**SCHEDULE OF ADDITIONAL INTERESTS**

---

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4788  
**Loan Number:** N/A

BERKELEY REALTY PROP MGMT  
 STE A1  
 150 STRAWBERRY PLAINS RD  
 WILLIAMSBURG VA 231883408

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## RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for THE MEWS AT WILLIAMSBURG  
 Policy Number 96-36-1001-9



This policy is issued by the State Farm Fire and Casualty Company.

## Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
 Secretary

*Michael J. Tipton*  
 President

**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

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**RENEWAL DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for THE MEWS AT WILLIAMSBURG**  
**Policy Number 96-36-1001-9**

**Your coverage amount....**

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.<sup>®</sup> using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm<sup>®</sup> does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

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## **Reserve Report**

**Westgate at Williamsburg A Condominium Association Inc**

# DMA

## WESTGATE CONDOMINIUMS

### INTERACTIVE RESERVE ANALYSIS



2119 East Franklin Street  
Suite 102  
Richmond, Va. 23223  
804-644-6404  
dma-va.com

<b>WORKING SESSION ISSUE DATE:</b>	<b>May 8, 2013</b>
<b>FINAL PUBLICATION DATE:</b>	<b>June 18, 2013</b>
<b>REVISION DATES:</b>	<b>July 1, 2013</b>
	<b>January 8, 2015</b>
	<b>February 2, 2015</b>



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# **WESTGATE CONDOMINIUMS COMMON ELEMENTS**

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## **WESTGATE CONDOMINIUMS COMMON ELEMENTS**

### **EXECUTIVE SUMMARY**

#### **STUDY LEVEL**

This is a Level 1 Study with Site Visit as defined by the Community Associations Institute in its National Reserve Study Standards. A summary of the standards is contained in our information article entitled "National Standards" which is being transmitted as a separate document.

The data and analysis information that forms a part of this report was formatted in Microsoft Excel but contains proprietary programming and program coding that is not available for distribution to outside parties. Copies of the data and analysis information have been made available in Adobe's Portable Document Format and included as part of this report. Limited program versions have also been provided in Excel format for easier viewing and navigating through the data.

#### **CASH FLOW ANALYSIS AND RECOMMENDED FUNDING PLAN**

The preferred method of analysis is called the cash flow method in which a level or escalating funding plan is developed to fund the budgeted expenditures over an extended period of time. A complete explanation of the information and recommended funding plan provided in this study is available in our information article entitled "How Your Reserve Study Works" which is being transmitted as a separate document.

#### **HISTORIC FUNDING ANALYSIS**

In accordance with the "standards" alternate financial analyses have been provided in this report: The Historic Funding Analysis or Component Method Analysis. Additional information about the Historic Funding Analysis methodology is provided in our information article entitled "Historic Funding Analysis" which is being transmitted as a separate document.

#### **PHYSICAL INFORMATION ABOUT COMPONENTS**

Identification of capital reserve components along with critical information about each is provided in the "Schedule of Components" contained herein. A complete explanation of the information provided in the Schedule of Components is available in our information article entitled "An Explanation of the Physical Property Analysis" which is being transmitted as a separate document.

## **DMA'S WORKING SESSION**

The "Working Session" to the successful completion of the Reserve Study. The "Working Session" can be conducted online via an internet link or in person. A complete explanation of the "Working Session" is available in our information article entitled "DMA's Working Session" which is being transmitted as a separate document.

## **ON-GOING MAINTENANCE**

The final report issued after the "Working Session" completes the services of our contract. However, the information in a typical reserve study becomes obsolete in a relatively short time after the study is issued. However, our interactive program is an active programming model that can be easily modified and updated via an online or in person "Working Session" at any time in the future. Due to the fact that our "interactive program" is so flexible and responsive, DMA can provide this service for a relatively low cost based on our hourly rates in place at the time. Additional information about on-going maintenance is provided in our information article entitled "On-Going Maintenance Services for DMA Capital Reserve Studies" which is being transmitted as a separate document.

## **QUALIFYING INFORMATION THAT AFFECTS THE STUDY RESULTS**

Unusual, abnormal or extraordinary conditions are reported for each component in the "Condition Assessment" portion of this report. Comments have been made in regards to all components per the request of the Association. These assessments are based on a passive inspection of the components and does not take into account issues that may occur that are not visible to the eye. The previous study had included the replacement cost for unit doors and windows which have been removed in this Updated Reserve Study. The previous study included a funding schedule for 50 years. The current study looks at 30 years as this is a more realistic time period to make assumptions in regards to costs and replacement of components. The new study is also more flexible for future updates at any time in the future which will allow for a better funding plan for the community.

Based on information gathered from Management the community has had several unexpected projects arise that have affected the original funding plan from the initial Working Session done in 2013. With the costs for these projects added to the Study and Financial information updated, the community will need to increase the contribution to the Reserve Account from 2016 - 2021 by 7.3% annually followed by a 2.5% increase for the remainder of the study period.

## **LEGAL RESTRICTIONS ON USE OF THIS INFORMATION**

Ownership of Documents, Including Drawings, Specifications, Reports, Calculations, Design Notes, Field Notes, Electronic Files, Data, Media, Software Programs and Other Related Materials: These documents are considered the intellectual property of DMA and shall remain the exclusive property of DMA and, where appropriate, shall be protected and copyrighted under the laws of the United States with all rights reserved. The *Client* and the Property Manager (*Client's authorized representative or agent*) are the only entities entitled to use these documents and only in connection with this project.

Use of Electronic Files, Media, Software and Programs: DMA may transmit these documents as electronic files. DMA shall not be responsible for any viruses that may be transmitted with the electronic files, media, software or programs furnished to the Client. DMA shall not be responsible for any data erosion, erasure, alteration or failure of electronic files, media, software or programs that may occur at the time of transmission or over time. DMA makes no warranty as to the compatibility of the electronic files, media, software or programs with any operating system or programs.

Acceptance and Agreement: By accepting these documents I hereby acknowledge that I have read and understood the terms and conditions of "Ownership", "Use" and "The Working Session" set forth above and that as a duly authorized representative or agent of the Client, represent that the Client agrees to accept and abide by the same.

## **STUDY LIMITATIONS AND CONDITIONS**

1. The observations and opinions expressed here are based on our general professional knowledge of construction and our knowledge of the typical replacement experience of many communities and other entities with the same component types. Our projections are not architectural or engineering recommendations for specific projects. The association should seek professional or industry assistance for each specific replacement project.
2. The condition of the reserve components is based on a visual inspection of each, conducted specifically for this study. All common areas on the property were observed. No destructive testing, lab analysis or other investigative methods are used to determine the remaining useful life of components.
3. Financial information including the present fund balance, interest from funds on deposit, and recent capital expenditures, were provided by the Association and are deemed reliable and complete by Design/Management Associates, Inc.
4. Information provided by the Association about prior reserve replacement projects is considered to be reliable and complete. No inspection by Design/Management Associates, Inc. should be interpreted as a project audit or quality inspection.
5. Industry Life Expectancy is based on printed product literature, product or material warranties, industry standards literature, and on the opinions of manufacturers, installers, or maintenance contractors based on their experience with these products and materials.
6. Unit prices are based on published unit price standards such as R. S. Means "Residential Cost Data", Facilities Maintenance and Repair Cost Data, and "Facilities Construction Cost Data", latest editions, and on pricing obtained from contractors, installers, or manufacturers. All prices are given in present dollars unless noted otherwise.
7. This analysis incorporates an assumption about the future rate of inflation, and the future interest income on your account deposits. If significant changes occur in either of these rates, this calculation should be re-run with current information.
8. The results of this analysis are predicated on your contributing the recommended amount in each previous year and on expenses occurring generally as predicted. The account should be updated at least every 5 years to correct for normal variations. However if significant changes occur in your present funding or in major expenses, in a shorter period of time, the account should be re-run.
9. DMA's Capital Replacement Reserve Studies are designed to be used as planning tools. They are a reflection of information provided by the Association and of our observations of the Association properties, and are assembled for the Association's use. This reserve study shall not be used for the purpose of performing an audit, quality/forensic analysis, or for background checks of historical records. Prices listed are not guaranteed as exact quotes for work included.

## **DISCLOSURE**

DMA does not have any financial interest in this community, its management company or any vendor mentioned or used in this study beyond this work.



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# HISTORIC FUNDING ANALYSIS SUMMARY (COMPONENT METHOD) WESTGATE CONDOMINIUMS COMMON ELEMENTS

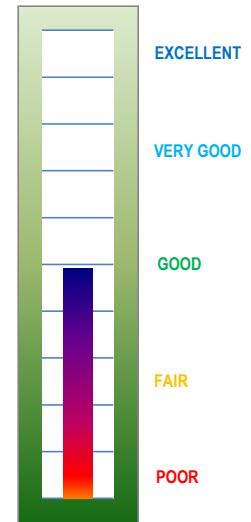
The historic funding analysis provides a picture of the results of the historic funding contributions made by the Association over the years since the first component was placed in service. The Analysis shows the adequacy of the Reserve Account to fully fund the components at this point in time.

Total Annual Component Cost (Fully Funded First Year Contribution):	<u>\$112,733.95</u>
Expected Reserve Account Balance In Study Year:	<u>\$748,332.77</u>
Current Reserve Fund Account Balance:	<u>\$367,351.52</u>
Adequacy of Reserve Account (% of Full Funding):	<u>49.09%</u>
Required Contribution In Study Year:	<u>\$78,351.30</u>

### The primary "drawbacks" to the Historic Funding analysis are:

1. This method does not take into account the rate of inflation.
2. It must be conducted every year.
3. The annual funding levels can go up or down in any successive year.
4. It almost always results in an initial higher contribution rate than the "Cash Flow Method".
5. It almost always results in "over funding" in future years.
6. It does not take advantage of the benefit of the "pool" of funds available under the "Cash Flow Method".

**The only real benefit to the Historic Funding (a.k.a. Component Method or Full Funding Method) analysis is that it is easy to understand and compute.**

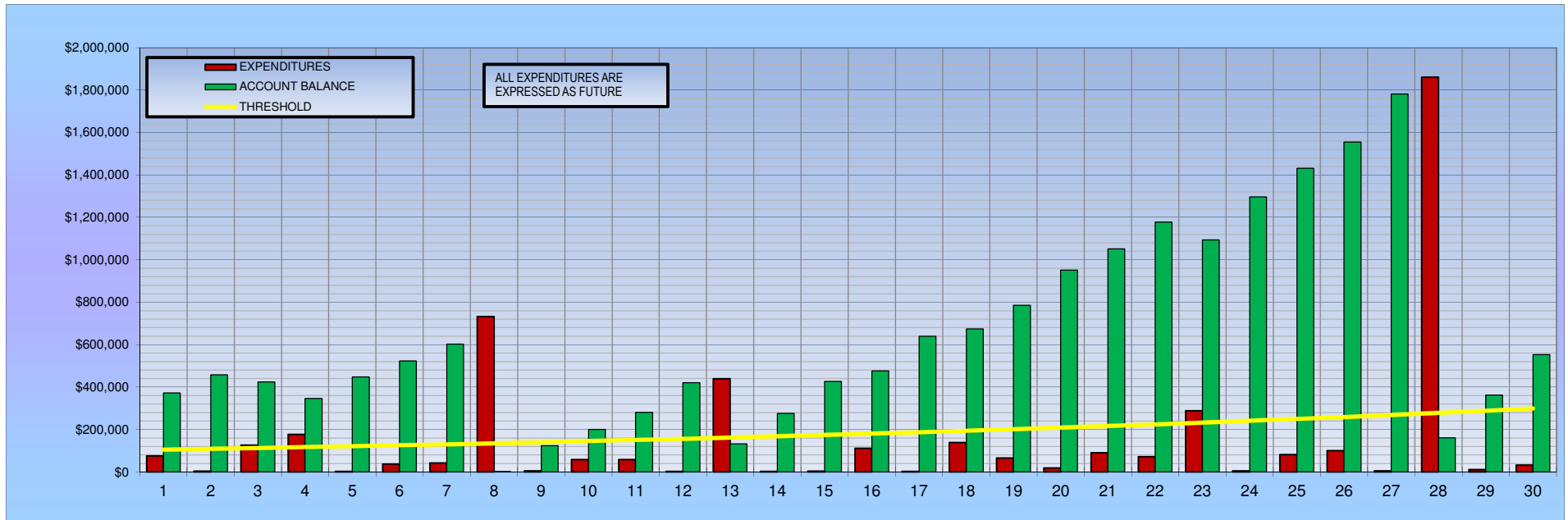




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# FINANCIAL ANALYSIS CASH FLOW SUMMARY WESTGATE CONDOMINIUMS COMMON ELEMENTS



EXPENDITURE | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 |



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# FINANCIAL ANALYSIS CASH FLOW SUMMARY

## WESTGATE CONDOMINIUMS

### COMMON ELEMENTS

#### ANALYSIS INPUTS

The following values have been used in the funding analysis:

#### Basic Input:

Common elements first put into service:	<u>2000</u>		
Study year:	<u>2013</u>	<u>beginning</u>	<u>January 1st</u>
Inflation rate historical period; <i>select year</i> :	<u>15</u>		
Anticipated annual construction inflation rate:	<u>3.67%</u>		<u>3.67%</u>
Annual income rate on reserve account balance:	<u>2.00%</u>		<u>200</u>
Budgeted contribution for study year:	<u>\$74,250</u>		
Balance on account:	<u>\$367,352</u>	as of	<u>1/1/2013</u>
Remaining contributions:	<u>\$0</u>		
Remaining expenditures:	<u>\$0</u>		
Estimated balance:	<u>\$367,352</u>	as of	<u>1/1/2013</u>

#### Threshold Balance to be Maintained in Account:

A selected minimum balance of:	<u>\$0</u>		
<b>OR</b>			
Total expenditures for the next 20 years, times:	<u>5</u>	%, equals	<u>\$105,269</u>
This amount is escalated each successive year by the rate of inflation.			

#### 5 YEAR SUMMARY

The following is the budgeted contribution amounts for the next five (5) years:

#### Contribution Escalation Rate:

Annual escalation to the contributions per year, if any: 7.3% 73

#### Total Recommended Annual Contribution in Year:

<b>2013</b>	<b>\$74,250</b>	<u>\$74,250</u>
<b>2014</b>	<b>\$81,000</b>	<u>\$81,000</u>
<b>2015</b>	<b>\$84,000</b>	
<b>2016</b>	<b>\$90,132</b>	
<b>2017</b>	<b>\$96,712</b>	

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**



Expenditure Summary 1A1

2000

2013

CATEGORY	LINE NUMBER	ITEM	COMPONENT PLACED IN SERVICE	ESTIMATED USEFUL LIFE (EUL) OR BEGINNING OF REPLACEMENT CYCLE	REPLACEMENT INTERVAL, (YEARS)	NEXT REPLACEMENT YEAR	REMAINING USEFUL LIFE OR (YEARS PAST DUE)	PERCENT OF COMPONENT TO BE REPLACED (%)	TOTAL QUANTITY	UNIT	UNIT COST	REPLACEMENT COST, PER OCCURRENCE
<b>ROADS, DRIVEWAYS AND PARKING</b>	1.00	1" asphalt overlay of parking lot and access drives	2000	25	25	2025	12	100%	10,662	SY	\$7.95	\$84,763
	1.01	Asphalt street milling	2000	25	25	2025	12	100%	10,662	SY	\$4.92	\$52,457
	1.02	Asphalt seal coating	2008	5	5	2013	0	100%	10,662	SY	\$1.31	\$13,967
	1.03	Parking lot striping	2008	5	5	2013	0	100%	228	SPACE	\$25.00	\$5,700
	1.04	Asphalt patching	2008	5	5	2013	0	5%	10,662	SY	\$20.58	\$10,971
	1.05	Asphalt speed bumps	2000	20	5	2020	7	17%	144	LF	\$28.50	\$684
	1.06	Concrete curb and gutter	2000	25	5	2025	12	5%	5,884	LF	\$25.80	\$7,590
<b>CONCRETE FLATWORK</b>	2.00	Concrete front walks	2000	20	5	2020	7	5%	9,687	SF	\$11.00	\$5,328
	2.01	Concrete sidewalks	2000	20	5	2020	7	5%	13,635	SF	\$11.00	\$7,499
	2.02	Brick stairs teardown and reset	2000	14	5	2014	1	17%	42	RISER	\$232.57	\$1,612
	2.03	Concrete pool deck	2000	20	15	2020	7	33%	1,975	SF	\$11.00	\$7,169
	2.04	Concrete mailbox pad	2000	20	20	2020	7	100%	188	SF	\$11.00	\$2,063
	2.05	Concrete access drive	2000	20	20	2020	7	100%	866	SF	\$11.00	\$9,526
<b>DRAINAGE</b>	3.00	Curb inlets	2011	10	5	2021	8	17%	6	EA	\$1,945.00	\$1,984
	3.01	Drop inlets	2011	30	5	2041	28	20%	5	EA	\$2,100.00	\$2,100
	3.02	Storm sewers	2000	30	5	2030	17	5%	9,000	IN-FT	\$1.68	\$756
<b>SITE LIGHTING</b>	4.00	Neighborhood street light, decorative posts and fixtures	2000	35	35	2035	22	100%	20	EA	\$1,875.00	\$37,500
	4.01	Neighborhood street light, wiring and repairs	2000	20	20	2020	7	25%	2,400	LF	\$17.04	\$10,224
	4.02	Halogen ground mounted flag lighting	2000	25	25	2025	12	100%	2	EA	\$135.00	\$270
	4.03	Column mounted sign lanterns	2000	25	25	2025	12	100%	2	EA	\$750.00	\$1,500
<b>SIGNAGE</b>	5.00	Entrance sign walls	2000	35	35	2035	22	100%	124	SF	\$4.28	\$529
	5.01	Entrance signs	2000	35	35	2035	22	100%	31	SF	\$178.42	\$5,531
	5.02	Neighborhood street signs, decorative posts and signage	2000	35	35	2035	22	100%	1	EA	\$1,350.00	\$1,350
	5.03	Misc. signs	2000	35	35	2035	22	100%	17	EA	\$250.00	\$4,250
	5.04	Flag poles	2000	40	40	2040	27	100%	1	EA	\$2,150.00	\$2,150
<b>FENCING AND RAILINGS</b>	6.00	Exterior wood handrails	2000	25	25	2025	12	100%	95	LF	\$23.25	\$2,209
	6.01	Wood vertical board perimeter privacy fence - 6'	2000	25	5	2025	12	20%	1,622	LF	\$27.50	\$8,921
	6.02	Wood vertical board perimeter privacy fence - 8'	2000	25	5	2025	12	20%	540	LF	\$31.50	\$3,402
	6.03	Wood fence - 4': trash enclosures	2000	17	5	2017	4	20%	420	LF	\$23.50	\$1,976
	6.04	Wood picket fence: courtyards	2000	25	5	2025	12	33%	2,808	LF	\$21.00	\$19,459
	6.05	Park area fence	2000	35	35	2035	22	100%	190	LF	\$24.50	\$4,655
	6.06	Pool area fence	2000	35	35	2035	22	100%	240	LF	\$24.50	\$5,880
	6.07	Electronic gate locking mechanism: Pool area	2010	35	35	2045	32	100%	1	LS	\$6,365.00	\$6,365
	6.08	Brick fence columns	2000	35	35	2035	22	100%	320	SF	\$4.28	\$1,370
<b>FENCE PAINTING</b>	7.00	Courtyard fence cleaning painting and repairs: Initial	2013	3	3	2016	3	100%	2,808	LF	\$11.54	\$32,399

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**



Expenditure Summary 1A1

2000

2013

CATEGORY	LINE NUMBER	ITEM	COMPONENT PLACED IN SERVICE	ESTIMATED USEFUL LIFE (EUL) OR BEGINNING OF REPLACEMENT CYCLE	REPLACEMENT INTERVAL, (YEARS)	NEXT REPLACEMENT YEAR	REMAINING USEFUL LIFE OR (YEARS PAST DUE)	PERCENT OF COMPONENT TO BE REPLACED (%)	TOTAL QUANTITY	UNIT	UNIT COST	REPLACEMENT COST, PER OCCURRENCE
<b>LANDSCAPING &amp; IRRIGATION</b>	8.00	Irrigation sprinkler heads and piping	2000	3	3	2003	(10)	5%	12	ZONE	\$500.00	\$300
	8.01	Irrigation controllers	2000	7	7	2007	(6)	100%	1	EA	\$1,033.50	\$1,034
	8.02	Irrigation backflow preventors	2000	20	20	2020	7	100%	1	EA	\$600.00	\$600
<b>SITE FURNISHINGS</b>	9.00	Gazebo full replacement	2000	25	25	2025	12	100%	1	LS	\$8,350.00	\$8,350
	9.01	Wooden arbor full replacement	2000	25	25	2025	12	100%	260	SF	\$39.00	\$10,140
	9.02	Playground spring horse	2000	20	20	2020	7	100%	1	EA	\$750.00	\$750
	9.03	Mailboxes	2013	20	20	2033	20	100%	6	EA	\$2,175.00	\$13,050
<b>SHARED BMP</b>	10.00	Dredging	2000	25	25	2025	12	100%	350	CY	\$100.00	\$35,000
<b>BACK YARD PIPING</b>	11.00	Underground piping repairs and replacement	2010	10	10	2020	7	25%	1200	LF	\$66.67	\$20,000
<b>POOL STRUCTURE</b>	12.00	Rebuild pool, per sq ft. of surface area	2000	40	40	2040	27	100%	860	SF	\$45.50	\$39,130
	12.01	Replace main pool coping	2000	40	40	2040	27	100%	120	LF	\$46.00	\$5,520
	12.02	Coping	2000	40	40	2040	27	100%	120	LF	\$16.25	\$1,950
	12.03	Scum line tile	2012	10	10	2022	9	100%	120	LF	\$16.05	\$1,926
	12.04	Resurfacing, per sq. ft. of surface area	2012	10	10	2022	9	100%	860	SF	\$6.50	\$5,590
	12.05	Skimmer system, sf surface area of pool	2000	40	40	2040	27	100%	860	SF	\$2.25	\$1,935
<b>POOL ACCESSORIES</b>	13.00	Pool accessories full replacement	2010	15	40	2025	12	100%	1	LS	\$5,141.60	\$5,142
<b>POOL HOUSE EXTERIOR</b>	14.00	Solid single doors, metal clad: entrance	2000	30	30	2030	17	100%	2	EA	\$550.00	\$1,100
<b>POOL HOUSE EQUIPMENT</b>	15.00	Filters, chlorinator and piping	2000	20	20	2020	7	100%	860	SF	\$5.50	\$4,730
	15.01	Pumps	2000	7	7	2007	(6)	100%	1	EA	\$700.00	\$700
	15.02	Electrical service	2000	35	35	2035	22	100%	1	EA	\$2,025.00	\$2,025
<b>POOL FURNISHINGS</b>	16.00	Pool furnishings	2008	15	15	2023	10	100%	1	LS	\$9,950.00	\$9,950
<b>REST ROOM AND SHOWER ROOFS, GUTTERS AND CHIMNEYS</b>	17.00	Restroom and shower full remodel	2000	35	35	2035	22	100%	1	LS	\$4,701.00	\$4,701
	18.00	Shingled roof, std. 3-ply asphalt shingles: Phase 1	2000	20	20	2020	7	100%	1,533	SQ	\$326.79	\$500,969
	18.01	Rain gutters and downspouts	2000	40	40	2040	27	100%	2,484	LF	\$7.10	\$17,636
	18.02	Chimney caps	2012	40	40	2052	39	100%	108	EA	\$194.44	\$21,000
	18.03	Chimney repairs	2012	3	37	2015	2	100%	1	LS	\$117,000.00	\$117,000
<b>SIDING AND SOFFITS</b>	19.00	Vinyl siding	2000	50	50	2050	37	100%	15,588	SF	\$5.70	\$88,852
	19.01	Siding repairs	2000	16	75	2016	3	100%	1	LS	\$127,000.00	\$127,000
	19.02	Soffits, vinyl: Phase 1	2000	50	50	2050	37	100%	3,643	LF	\$7.98	\$29,071
<b>Total cost per occurrence:</b>												<b>\$1,439,258</b>

NOTES:

The reserve savings for these highlighted components should be maintained in a separate bank account under IRS Rulings. It is incumbent upon the Association/Client to consult with their tax accountant regarding the establishment of accounts and the comingling of funds in those accounts relative to exempt components and non-exempt components included in this study.

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

Expenditure Summary/A1

**CONDITION ASSESSMENT**

CATEGORY	LINE NUMBER	ITEM	DESCRIPTION OF SPECIAL CONDITIONS
<b>ROADS, DRIVEWAYS AND PARKING</b>	1.00	1" asphalt overlay of parking lot and access drives	<b>Total of expenditures for section 1 is \$176,133 per occurrence</b>
	1.01	Asphalt street milling	Some areas of alligator cracking and settlement. Fair condition
	1.02	Asphalt seal coating	
	1.03	Parking lot striping	
	1.04	Asphalt patching	
	1.05	Asphalt speed bumps	
	1.06	Concrete curb and gutter	
<b>CONCRETE FLATWORK</b>	2.00	Concrete front walks	<b>Total of expenditures for section 2 is \$33,538 per occurrence</b> Good to Fair condition.
	2.01	Concrete sidewalks	Areas of settlement around curb inlets.
	2.02	Brick stairs teardown and reset	Some of these are pulling away from the building foundations. Poor to fair condition.
	2.03	Concrete pool deck	Linear cracking on South Side of pool.
	2.04	Concrete mailbox pad	Pitting and chipping. Fair to poor condition.
	2.05	Concrete access drive	Good condition.
<b>DRAINAGE</b>	3.00	Curb inlets	<b>Total of expenditures for section 3 is \$4,840 per occurrence</b>
	3.01	Drop inlets	Some repairs have been done recently other areas are in need of service soon.
	3.02	Storm sewers	
<b>SITE LIGHTING</b>	4.00	Neighborhood street light, decorative posts and fixtures	<b>Total of expenditures for section 4 is \$49,494 per occurrence</b> Good condition.
	4.01	Neighborhood street light, wiring and repairs	Condition unknown
	4.02	Halogen ground mounted flag lighting	Good condition.
	4.03	Column mounted sign lanterns	Appear in good condition.
<b>SIGNAGE</b>	5.00	Entrance sign walls	<b>Total of expenditures for section 5 is \$13,810 per occurrence</b> This cost is for repointing and repairs sign walls.
	5.01	Entrance signs	This cost is for replacement with High Density Urethane (HDU) signs
	5.02	Neighborhood street signs, decorative posts and signage	Good condition.
	5.03	Misc. signs	Fair condition. Some rust on metal posts
	5.04	Flag poles	Good condition. Recently restrung.
<b>FENCING AND RAILINGS</b>	6.00	Exterior wood handrails	<b>Total of expenditures for section 6 is \$54,236 per occurrence</b> Good condition. Some have been repainted recently.
	6.01	Wood vertical board perimeter privacy fence - 6'	Fair to Poor condition. Some areas are damaged and need replacing. If the community would prefer to replace sections as needed we can adjust the percentage and years to represent a rolling cost for replacement..
	6.02	Wood vertical board perimeter privacy fence - 8'	
	6.03	Wood fence - 4': trash enclosures	Fair condition.
	6.04	Wood picket fence: courtyards	Fair condition. Currently being repaired and repainted in phases. See section 7.00 - 7.03
	6.05	Park area fence	Good condition.
	6.06	Pool area fence	
	6.07	Electronic gate locking mechanism: Pool area	In working order.
	6.08	Brick fence columns	This cost is for repointing and repairs of the columns
<b>FENCE PAINTING</b>	7.00	Courtyard fence cleaning painting and repairs: Initial	<b>Total of expenditures for section 7 is \$32,399 per occurrence</b> These costs are for repainting and repairs of the courtyard fences.

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

Expenditure Summary/A1

**CONDITION ASSESSMENT**

CATEGORY	LINE NUMBER	ITEM	DESCRIPTION OF SPECIAL CONDITIONS
<b>LANDSCAPING &amp; IRRIGATION</b>	8.00	Irrigation sprinkler heads and piping	<b>Total of expenditures for section 8 is \$1,934 per occurrence</b>
	8.01	Irrigation controllers	Condition unknown. Assumed in working order.
	8.02	Irrigation backflow preventors	
<b>SITE FURNISHINGS</b>	9.00	Gazebo full replacement	<b>Total of expenditures for section 9 is \$32,290 per occurrence</b> Recently stained.
	9.01	Wooden arbor full replacement	Good condition.
	9.02	Playground spring horse	Fair condition.
	9.03	Mailboxes	New this year.
<b>SHARED BMP</b>	10.00	Dredging	<b>Total of expenditures for section 10 is \$35,000 per occurrence</b> This quantity is for dredging 1' deep for half of the pond.
<b>BACK YARD PIPING</b>	11.00	Underground piping repairs and replacement	<b>Total of expenditures for section 11 is \$20,000 per occurrence</b> Based on cost given by community.
<b>POOL STRUCTURE</b>	12.00	Rebuild pool, per sq ft. of surface area	<b>Total of expenditures for section 12 is \$56,051 per occurrence</b>
	12.01	Replace main pool coping	
	12.02	Coping	
	12.03	Scum line tile	Good condition according to Management.
	12.04	Resurfacing, per sq. ft. of surface area	
	12.05	Skimmer system, sf surface area of pool	
<b>POOL ACCESSORIES</b>	13.00	Pool accessories full replacement	<b>Total of expenditures for section 13 is \$5,142 per occurrence</b> Good condition.
<b>POOL HOUSE EXTERIOR</b>	14.00	Solid single doors, metal clad: entrance	<b>Total of expenditures for section 14 is \$1,100 per occurrence</b>
<b>POOL HOUSE EQUIPMENT</b>	15.00	Filters, chlorinator and piping	<b>Total of expenditures for section 15 is \$7,455 per occurrence</b>
	15.01	Pumps	Assumed good condition. No information on last repairs or replacement of Pool Pump.
	15.02	Electrical service	
<b>POOL FURNISHINGS</b>	16.00	Pool furnishings	<b>Total of expenditures for section 16 is \$9,950 per occurrence</b> Pool furniture was in storage during site visit. Condition unknown
<b>REST ROOM AND SHOWER</b>	17.00	Restroom and shower full remodel	<b>Total of expenditures for section 17 is \$4,701 per occurrence</b> No noticed defects or issues during site visit.
<b>ROOFS, GUTTERS AND CHIMNEYS</b>	18.00	Shingled roof, std. 3-ply asphalt shingles: Phase 1	<b>Total of expenditures for section 18 is \$656,605 per occurrence</b> This cost is based on an estimate given to the board for full tearoff and replacement including sheathing.
	18.01	Rain gutters and downspouts	Good condition
	18.02	Chimney caps	Appear in good condition.
	18.03	Chimney repairs	Done between 2014 and 2015. Includes repairs to unit interiors
<b>SIDING AND SOFFITS</b>	19.00	Vinyl siding	<b>Total of expenditures for section 19 is \$224,923 per occurrence</b>
	19.01	Siding repairs	Done in 2016. Includes window seal repairs.
	19.02	Soffits, vinyl: Phase 1	Overall Good condition.

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

Expenditure Summary/A1

**HISTORIC ANALYSIS**

CATEGORY	LINE NUMBER	ITEM	ANNUAL COMPONENT DEPRECIATION COST	EXPECTED COMPONENT FUND BALANCE	EXISTING COMPONENT FUND BALANCE	FUNDING DEFICIENCY	REQUIRED CONTRIBUTION
<b>ROADS, DRIVEWAYS AND PARKING</b>	1.00	1" asphalt overlay of parking lot and access drives	\$3,390.52	\$44,076.71	\$21,636.96	\$22,439.75	\$1,869.98
	1.01	Asphalt street milling	\$2,098.28	\$27,277.66	\$13,390.42	\$13,887.24	\$1,157.27
	1.02	Asphalt seal coating	\$2,793.44	\$13,967.22	\$6,856.41	\$7,110.81	\$7,110.81
	1.03	Parking lot striping	\$1,140.00	\$5,700.00	\$2,798.09	\$2,901.91	\$2,901.91
	1.04	Asphalt patching	\$2,194.24	\$10,971.20	\$5,385.69	\$5,585.51	\$5,585.51
	1.05	Asphalt speed bumps	\$34.20	\$444.61	\$218.26	\$226.35	\$32.34
	1.06	Concrete curb and gutter	\$303.61	\$3,946.99	\$1,937.55	\$2,009.44	\$167.45
<b>CONCRETE FLATWORK</b>	2.00	Concrete front walks	\$266.39	\$3,463.10	\$1,700.01	\$1,763.09	\$251.87
	2.01	Concrete sidewalks	\$374.96	\$4,874.51	\$2,392.87	\$2,481.65	\$354.52
	2.02	Brick stairs teardown and reset	\$115.12	\$1,496.59	\$734.66	\$761.92	\$761.92
	2.03	Concrete pool deck	\$358.46	\$4,660.01	\$2,287.57	\$2,372.44	\$338.92
	2.04	Concrete mailbox pad	\$103.13	\$1,340.63	\$658.10	\$682.52	\$97.50
	2.05	Concrete access drive	\$476.30	\$6,191.90	\$3,039.56	\$3,152.34	\$450.33
<b>DRAINAGE</b>	3.00	Curb inlets	\$198.39	\$396.78	\$194.78	\$202.00	\$25.25
	3.01	Drop inlets	\$70.00	\$140.00	\$68.73	\$71.27	\$2.55
	3.02	Storm sewers	\$25.20	\$327.60	\$160.82	\$166.78	\$9.81
<b>SITE LIGHTING</b>	4.00	Neighborhood street light, decorative posts and fixtures	\$1,071.43	\$13,928.57	\$6,837.44	\$7,091.13	\$322.32
	4.01	Neighborhood street light, wiring and repairs	\$511.20	\$6,645.60	\$3,262.28	\$3,383.32	\$483.33
	4.02	Halogen ground mounted flag lighting	\$10.80	\$140.40	\$68.92	\$71.48	\$5.96
	4.03	Column mounted sign lanterns	\$60.00	\$780.00	\$382.90	\$397.10	\$33.09
<b>SIGNAGE</b>	5.00	Entrance sign walls	\$15.10	\$196.33	\$96.38	\$99.95	\$4.54
	5.01	Entrance signs	\$158.03	\$2,054.38	\$1,008.48	\$1,045.90	\$47.54
	5.02	Neighborhood street signs, decorative posts and signage	\$38.57	\$501.43	\$246.15	\$255.28	\$11.60
	5.03	Misc. signs	\$121.43	\$1,578.57	\$774.91	\$803.66	\$36.53
	5.04	Flag poles	\$53.75	\$698.75	\$343.01	\$355.74	\$13.18
<b>FENCING AND RAILINGS</b>	6.00	Exterior wood handrails	\$88.35	\$1,148.55	\$563.82	\$584.73	\$48.73
	6.01	Wood vertical board perimeter privacy fence - 6'	\$356.84	\$4,638.92	\$2,277.21	\$2,361.71	\$196.81
	6.02	Wood vertical board perimeter privacy fence - 8'	\$136.08	\$1,769.04	\$868.41	\$900.63	\$75.05
	6.03	Wood fence - 4': trash enclosures	\$116.21	\$1,510.73	\$741.61	\$769.12	\$192.28
	6.04	Wood picket fence: courtyards	\$778.38	\$10,118.91	\$4,967.30	\$5,151.60	\$429.30
	6.05	Park area fence	\$133.00	\$1,729.00	\$848.75	\$880.25	\$40.01
	6.06	Pool area fence	\$168.00	\$2,184.00	\$1,072.11	\$1,111.89	\$50.54
	6.07	Electronic gate locking mechanism: Pool area	\$181.86	\$545.57	\$267.82	\$277.75	\$8.68
	6.08	Brick fence columns	\$39.13	\$508.71	\$249.72	\$258.99	\$11.77
<b>FENCE PAINTING</b>	7.00	Courtyard fence cleaning painting and repairs: Initial	\$10,799.57	\$0.00	\$0.00	\$0.00	\$0.00

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

[Expenditure Summary/A1](#)

			<b>HISTORIC ANALYSIS</b>				
CATEGORY	LINE NUMBER	ITEM	ANNUAL COMPONENT DEPRECIATION COST	EXPECTED COMPONENT FUND BALANCE	EXISTING COMPONENT FUND BALANCE	FUNDING DEFICIENCY	REQUIRED CONTRIBUTION
<b>LANDSCAPING &amp; IRRIGATION</b>	8.00	Irrigation sprinkler heads and piping	\$100.00	\$300.00	\$147.27	\$152.73	\$152.73
	8.01	Irrigation controllers	\$147.64	\$1,033.50	\$507.34	\$526.16	\$526.16
	8.02	Irrigation backflow preventors	\$30.00	\$390.00	\$191.45	\$198.55	\$28.36
<b>SITE FURNISHINGS</b>	9.00	Gazebo full replacement	\$334.00	\$4,342.00	\$2,131.46	\$2,210.54	\$184.21
	9.01	Wooden arbor full replacement	\$405.60	\$5,272.80	\$2,588.38	\$2,684.42	\$223.70
	9.02	Playground spring horse	\$37.50	\$487.50	\$239.31	\$248.19	\$35.46
	9.03	Mailboxes	\$652.50	\$0.00	\$0.00	\$0.00	\$0.00
<b>SHARED BMP</b>	10.00	Dredging	\$1,400.00	\$18,200.00	\$8,934.26	\$9,265.74	\$772.15
<b>BACK YARD PIPING</b>	11.00	Underground piping repairs and replacement	\$2,000.01	\$6,000.03	\$2,945.37	\$3,054.66	\$436.38
<b>POOL STRUCTURE</b>	12.00	Rebuild pool, per sq ft. of surface area	\$978.25	\$12,717.25	\$6,242.81	\$6,474.44	\$239.79
	12.01	Replace main pool coping	\$138.00	\$1,794.00	\$880.66	\$913.34	\$33.83
	12.02	Coping	\$48.75	\$633.75	\$311.10	\$322.65	\$11.95
	12.03	Scum line tile	\$192.60	\$192.60	\$94.55	\$98.05	\$10.89
	12.04	Resurfacing, per sq. ft. of surface area	\$559.00	\$559.00	\$274.41	\$284.59	\$31.62
	12.05	Skimmer system, sf surface area of pool	\$48.38	\$628.88	\$308.71	\$320.16	\$11.86
<b>POOL ACCESSORIES</b>	13.00	Pool accessories full replacement	\$342.77	\$1,028.32	\$504.80	\$523.52	\$43.63
<b>POOL HOUSE EXTERIOR</b>	14.00	Solid single doors, metal clad: entrance	\$36.67	\$476.67	\$233.99	\$242.67	\$14.27
<b>POOL HOUSE EQUIPMENT</b>	15.00	Filters, chlorinator and piping	\$236.50	\$3,074.50	\$1,509.25	\$1,565.25	\$223.61
	15.01	Pumps	\$100.00	\$700.00	\$343.63	\$356.37	\$356.37
	15.02	Electrical service	\$57.86	\$752.14	\$369.22	\$382.92	\$17.41
<b>POOL FURNISHINGS</b>	16.00	Pool furnishings	\$663.33	\$3,316.67	\$1,628.13	\$1,688.54	\$168.85
<b>REST ROOM AND SHOWER</b>	17.00	Restroom and shower full remodel	\$134.31	\$1,746.09	\$857.14	\$888.94	\$40.41
<b>ROOFS, GUTTERS AND CHIMNEYS</b>	18.00	Shingled roof, std. 3-ply asphalt shingles: Phase 1	\$25,048.45	\$325,629.90	\$159,849.52	\$165,780.37	\$23,682.91
	18.01	Rain gutters and downspouts	\$440.91	\$5,731.83	\$2,813.72	\$2,918.11	\$108.08
	18.02	Chimney caps	\$524.99	\$524.99	\$257.71	\$267.27	\$6.85
	18.03	Chimney repairs	\$39,000.00	\$39,000.00	\$19,144.84	\$19,855.16	\$9,927.58
<b>SIDING AND SOFFITS</b>	19.00	Vinyl siding	\$1,777.03	\$23,101.42	\$11,340.33	\$11,761.09	\$317.87
	19.01	Siding repairs	\$7,937.50	\$103,187.50	\$50,654.05	\$52,533.45	\$17,511.15
	19.02	Soffits, vinyl: Phase 1	\$581.42	\$7,558.50	\$3,710.41	\$3,848.08	\$104.00
			\$112,733.95				
					<b>TOTAL REQUIRED CONTRIBUTION</b>		<b>\$78,351.30</b>
			<b>BALANCE</b>	<b>\$748,332.77</b>			
			<b>ACTUAL BALANCE</b>	<b>\$367,351.52</b>			
			<b>% FUNDED</b>	<b>49.09%</b>			

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

Expenditure Summary 1A1

**EXPENDITURE RECURRENCE TABLE**

CATEGORY	LINE NUMBER	ITEM	1	2	3	4	5	6
			2013	2014	2015	2016	2017	2018
<b>ROADS, DRIVEWAYS AND PARKING</b>	1.00	1" asphalt overlay of parking lot and access drives						
	1.01	Asphalt street milling						
	1.02	Asphalt seal coating	\$13,967.22					\$13,967.22
	1.03	Parking lot striping	\$5,700.00					\$5,700.00
	1.04	Asphalt patching	\$10,971.20					\$10,971.20
	1.05	Asphalt speed bumps						
	1.06	Concrete curb and gutter						
<b>CONCRETE FLATWORK</b>	2.00	Concrete front walks						
	2.01	Concrete sidewalks						
	2.02	Brick stairs teardown and reset		\$1,611.71				
	2.03	Concrete pool deck						
	2.04	Concrete mailbox pad						
	2.05	Concrete access drive						
<b>DRAINAGE</b>	3.00	Curb inlets						
	3.01	Drop inlets						
	3.02	Storm sewers						
<b>SITE LIGHTING</b>	4.00	Neighborhood street light, decorative posts and fixtures						
	4.01	Neighborhood street light, wiring and repairs						
	4.02	Halogen ground mounted flag lighting						
	4.03	Column mounted sign lanterns						
<b>SIGNAGE</b>	5.00	Entrance sign walls						
	5.01	Entrance signs						
	5.02	Neighborhood street signs, decorative posts and signage						
	5.03	Misc. signs						
	5.04	Flag poles						
<b>FENCING AND RAILINGS</b>	6.00	Exterior wood handrails						
	6.01	Wood vertical board perimeter privacy fence - 6'						
	6.02	Wood vertical board perimeter privacy fence - 8'						
	6.03	Wood fence - 4': trash enclosures					\$1,975.57	
	6.04	Wood picket fence: courtyards						
	6.05	Park area fence						
	6.06	Pool area fence						
	6.07	Electronic gate locking mechanism: Pool area						
	6.08	Brick fence columns						
<b>FENCE PAINTING</b>	7.00	Courtyard fence cleaning painting and repairs: Initial	\$32,398.70			\$32,398.70		

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

[Expenditure Summary 1A1](#)

**EXPENDITURE RECURRENCE TABLE**

CATEGORY	LINE NUMBER	ITEM	1	2	3	4	5	6
			2013	2014	2015	2016	2017	2018
<b>LANDSCAPING &amp; IRRIGATION</b>	8.00	Irrigation sprinkler heads and piping			\$300.00			\$300.00
	8.01	Irrigation controllers		\$1,033.50				
	8.02	Irrigation backflow preventors						
<b>SITE FURNISHINGS</b>	9.00	Gazebo full replacement						
	9.01	Wooden arbor full replacement						
	9.02	Playground spring horse						
	9.03	Mailboxes	\$13,050.00					
<b>SHARED BMP</b>	10.00	Dredging						
<b>BACK YARD PIPING</b>	11.00	Underground piping repairs and replacement						
<b>POOL STRUCTURE</b>	12.00	Rebuild pool, per sq ft. of surface area						
	12.01	Replace main pool coping						
	12.02	Coping						
	12.03	Scum line tile						
	12.04	Resurfacing, per sq. ft. of surface area						
	12.05	Skimmer system, sf surface area of pool						
<b>POOL ACCESSORIES</b>	13.00	Pool accessories full replacement						
<b>POOL HOUSE EXTERIOR</b>	14.00	Solid single doors, metal clad: entrance						
<b>POOL HOUSE EQUIPMENT</b>	15.00	Filters, chlorinator and piping						
	15.01	Pumps		\$700.00				
	15.02	Electrical service						
<b>POOL FURNISHINGS</b>	16.00	Pool furnishings						
<b>REST ROOM AND SHOWER ROOFS, GUTTERS AND CHIMNEYS</b>	17.00	Restroom and shower full remodel						
	18.00	Shingled roof, std. 3-ply asphalt shingles: Phase 1						
	18.01	Rain gutters and downspouts						
	18.02	Chimney caps						
	18.03	Chimney repairs			\$117,000.00			
<b>SIDING AND SOFFITS</b>	19.00	Vinyl siding						
	19.01	Siding repairs				\$127,000.00		
	19.02	Soffits, vinyl: Phase 1						
			\$76,087.12	\$3,345.21	\$117,300.00	\$159,398.70	\$1,975.57	\$30,938.42

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

Expenditure Summary 1A1

CATEGORY	LINE NUMBER	ITEM	7	8	9	10	11	12
			2019	2020	2021	2022	2023	2024
<b>ROADS, DRIVEWAYS AND PARKING</b>	1.00	1" asphalt overlay of parking lot and access drives						
	1.01	Asphalt street milling						
	1.02	Asphalt seal coating					\$13,967.22	
	1.03	Parking lot striping					\$5,700.00	
	1.04	Asphalt patching					\$10,971.20	
	1.05	Asphalt speed bumps		\$684.01				
	1.06	Concrete curb and gutter						
<b>CONCRETE FLATWORK</b>	2.00	Concrete front walks		\$5,327.85				
	2.01	Concrete sidewalks		\$7,499.25				
	2.02	Brick stairs teardown and reset	\$1,611.71					\$1,611.71
	2.03	Concrete pool deck		\$7,169.25				
	2.04	Concrete mailbox pad		\$2,062.50				
	2.05	Concrete access drive		\$9,526.00				
<b>DRAINAGE</b>	3.00	Curb inlets			\$1,983.90			
	3.01	Drop inlets						
	3.02	Storm sewers						
<b>SITE LIGHTING</b>	4.00	Neighborhood street light, decorative posts and fixtures						
	4.01	Neighborhood street light, wiring and repairs		\$10,224.00				
	4.02	Halogen ground mounted flag lighting						
	4.03	Column mounted sign lanterns						
<b>SIGNAGE</b>	5.00	Entrance sign walls						
	5.01	Entrance signs						
	5.02	Neighborhood street signs, decorative posts and signage						
	5.03	Misc. signs						
	5.04	Flag poles						
<b>FENCING AND RAILINGS</b>	6.00	Exterior wood handrails						
	6.01	Wood vertical board perimeter privacy fence - 6'						
	6.02	Wood vertical board perimeter privacy fence - 8'						
	6.03	Wood fence - 4': trash enclosures				\$1,975.57		
	6.04	Wood picket fence: courtyards						
	6.05	Park area fence						
	6.06	Pool area fence						
	6.07	Electronic gate locking mechanism: Pool area						
	6.08	Brick fence columns						
<b>FENCE PAINTING</b>	7.00	Courtyard fence cleaning painting and repairs: Initial	\$32,398.70			\$32,398.70		

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

[Expenditure Summary 1A1](#)

CATEGORY	LINE NUMBER	ITEM	7	8	9	10	11	12
			2019	2020	2021	2022	2023	2024
<b>LANDSCAPING &amp; IRRIGATION</b>	8.00	Irrigation sprinkler heads and piping			\$300.00			\$300.00
	8.01	Irrigation controllers			\$1,033.50			
	8.02	Irrigation backflow preventors		\$600.00				
<b>SITE FURNISHINGS</b>	9.00	Gazebo full replacement						
	9.01	Wooden arbor full replacement						
	9.02	Playground spring horse		\$750.00				
	9.03	Mailboxes						
<b>SHARED BMP</b>	10.00	Dredging						
<b>BACK YARD PIPING</b>	11.00	Underground piping repairs and replacement		\$20,000.10				
<b>POOL STRUCTURE</b>	12.00	Rebuild pool, per sq ft. of surface area						
	12.01	Replace main pool coping						
	12.02	Coping						
	12.03	Scum line tile				\$1,926.00		
	12.04	Resurfacing, per sq. ft. of surface area				\$5,590.00		
	12.05	Skimmer system, sf surface area of pool						
<b>POOL ACCESSORIES</b>	13.00	Pool accessories full replacement						
<b>POOL HOUSE EXTERIOR</b>	14.00	Solid single doors, metal clad: entrance						
<b>POOL HOUSE EQUIPMENT</b>	15.00	Filters, chlorinator and piping		\$4,730.00				
	15.01	Pumps			\$700.00			
	15.02	Electrical service						
<b>POOL FURNISHINGS</b>	16.00	Pool furnishings					\$9,950.00	
<b>REST ROOM AND SHOWER ROOFS, GUTTERS AND CHIMNEYS</b>	17.00	Restroom and shower full remodel						
	18.00	Shingled roof, std. 3-ply asphalt shingles: Phase 1		\$500,969.07				
	18.01	Rain gutters and downspouts						
	18.02	Chimney caps						
	18.03	Chimney repairs						
<b>SIDING AND SOFFITS</b>	19.00	Vinyl siding						
	19.01	Siding repairs						
	19.02	Soffits, vinyl: Phase 1						
			\$34,010.41	\$569,542.03	\$4,017.40	\$41,890.27	\$40,588.42	\$1,911.71

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

Expenditure Summary 1A1

CATEGORY	LINE NUMBER	ITEM	13	14	15	16	17	18
			2025	2026	2027	2028	2029	2030
<b>ROADS, DRIVEWAYS AND PARKING</b>								
	1.00	1" asphalt overlay of parking lot and access drives	\$84,762.90					
	1.01	Asphalt street milling	\$52,457.04					
	1.02	Asphalt seal coating				\$13,967.22		
	1.03	Parking lot striping				\$5,700.00		
	1.04	Asphalt patching				\$10,971.20		
	1.05	Asphalt speed bumps	\$684.01					\$684.01
	1.06	Concrete curb and gutter	\$7,590.36					\$7,590.36
<b>CONCRETE FLATWORK</b>								
	2.00	Concrete front walks	\$5,327.85					\$5,327.85
	2.01	Concrete sidewalks	\$7,499.25					\$7,499.25
	2.02	Brick stairs teardown and reset					\$1,611.71	
	2.03	Concrete pool deck						
	2.04	Concrete mailbox pad						
	2.05	Concrete access drive						
<b>DRAINAGE</b>								
	3.00	Curb inlets		\$1,983.90				
	3.01	Drop inlets						
	3.02	Storm sewers						\$756.00
<b>SITE LIGHTING</b>								
	4.00	Neighborhood street light, decorative posts and fixtures						
	4.01	Neighborhood street light, wiring and repairs						
	4.02	Halogen ground mounted flag lighting	\$270.00					
	4.03	Column mounted sign lanterns	\$1,500.00					
<b>SIGNAGE</b>								
	5.00	Entrance sign walls						
	5.01	Entrance signs						
	5.02	Neighborhood street signs, decorative posts and signage						
	5.03	Misc. signs						
	5.04	Flag poles						
<b>FENCING AND RAILINGS</b>								
	6.00	Exterior wood handrails	\$2,208.75					
	6.01	Wood vertical board perimeter privacy fence - 6'	\$8,921.00					\$8,921.00
	6.02	Wood vertical board perimeter privacy fence - 8'	\$3,402.00					\$3,402.00
	6.03	Wood fence - 4': trash enclosures			\$1,975.57			
	6.04	Wood picket fence: courtyards	\$19,459.44					\$19,459.44
	6.05	Park area fence						
	6.06	Pool area fence						
	6.07	Electronic gate locking mechanism: Pool area						
	6.08	Brick fence columns						
<b>FENCE PAINTING</b>								
	7.00	Courtyard fence cleaning painting and repairs: Initial	\$32,398.70				\$32,398.70	

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

[Expenditure Summary 1A1](#)

CATEGORY	LINE NUMBER	ITEM	13	14	15	16	17	18
			2025	2026	2027	2028	2029	2030
<b>LANDSCAPING &amp; IRRIGATION</b>	8.00	Irrigation sprinkler heads and piping			\$300.00			\$300.00
	8.01	Irrigation controllers				\$1,033.50		
	8.02	Irrigation backflow preventors						
<b>SITE FURNISHINGS</b>	9.00	Gazebo full replacement	\$8,350.00					
	9.01	Wooden arbor full replacement	\$10,140.00					
	9.02	Playground spring horse						
	9.03	Mailboxes						
<b>SHARED BMP</b>	10.00	Dredging	\$35,000.00					
<b>BACK YARD PIPING</b>	11.00	Underground piping repairs and replacement						\$20,000.10
<b>POOL STRUCTURE</b>	12.00	Rebuild pool, per sq ft. of surface area						
	12.01	Replace main pool coping						
	12.02	Coping						
	12.03	Scum line tile						
	12.04	Resurfacing, per sq. ft. of surface area						
	12.05	Skimmer system, sf surface area of pool						
<b>POOL ACCESSORIES</b>	13.00	Pool accessories full replacement	\$5,141.60					
<b>POOL HOUSE EXTERIOR</b>	14.00	Solid single doors, metal clad: entrance						\$1,100.00
<b>POOL HOUSE EQUIPMENT</b>	15.00	Filters, chlorinator and piping						
	15.01	Pumps				\$700.00		
	15.02	Electrical service						
<b>POOL FURNISHINGS</b>	16.00	Pool furnishings						
<b>REST ROOM AND SHOWER ROOFS, GUTTERS AND CHIMNEYS</b>	17.00	Restroom and shower full remodel						
	18.00	Shingled roof, std. 3-ply asphalt shingles: Phase 1						
	18.01	Rain gutters and downspouts						
	18.02	Chimney caps						
	18.03	Chimney repairs						
<b>SIDING AND SOFFITS</b>	19.00	Vinyl siding						
	19.01	Siding repairs						
	19.02	Soffits, vinyl: Phase 1						
			\$285,112.91	\$1,983.90	\$2,275.57	\$64,770.62	\$1,611.71	\$75,040.01

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

Expenditure Summary 1A1

CATEGORY	LINE NUMBER	ITEM	19	20	21	22	23	24
			2031	2032	2033	2034	2035	2036
<b>ROADS, DRIVEWAYS AND PARKING</b>	1.00	1" asphalt overlay of parking lot and access drives						
	1.01	Asphalt street milling						
	1.02	Asphalt seal coating			\$13,967.22			
	1.03	Parking lot striping			\$5,700.00			
	1.04	Asphalt patching			\$10,971.20			
	1.05	Asphalt speed bumps					\$684.01	
	1.06	Concrete curb and gutter					\$7,590.36	
<b>CONCRETE FLATWORK</b>	2.00	Concrete front walks					\$5,327.85	
	2.01	Concrete sidewalks					\$7,499.25	
	2.02	Brick stairs teardown and reset				\$1,611.71		
	2.03	Concrete pool deck					\$7,169.25	
	2.04	Concrete mailbox pad						
	2.05	Concrete access drive						
<b>DRAINAGE</b>	3.00	Curb inlets	\$1,983.90					\$1,983.90
	3.01	Drop inlets						
	3.02	Storm sewers					\$756.00	
<b>SITE LIGHTING</b>	4.00	Neighborhood street light, decorative posts and fixtures					\$37,500.00	
	4.01	Neighborhood street light, wiring and repairs						
	4.02	Halogen ground mounted flag lighting						
	4.03	Column mounted sign lanterns						
<b>SIGNAGE</b>	5.00	Entrance sign walls					\$528.58	
	5.01	Entrance signs					\$5,531.02	
	5.02	Neighborhood street signs, decorative posts and signage					\$1,350.00	
	5.03	Misc. signs					\$4,250.00	
	5.04	Flag poles						
<b>FENCING AND RAILINGS</b>	6.00	Exterior wood handrails						
	6.01	Wood vertical board perimeter privacy fence - 6'					\$8,921.00	
	6.02	Wood vertical board perimeter privacy fence - 8'					\$3,402.00	
	6.03	Wood fence - 4': trash enclosures		\$1,975.57				
	6.04	Wood picket fence: courtyards					\$19,459.44	
	6.05	Park area fence					\$4,655.00	
	6.06	Pool area fence					\$5,880.00	
	6.07	Electronic gate locking mechanism: Pool area						
	6.08	Brick fence columns					\$1,369.60	
<b>FENCE PAINTING</b>	7.00	Courtyard fence cleaning painting and repairs: Initial	\$32,398.70			\$32,398.70		

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

[Expenditure Summary 1A1](#)

CATEGORY	LINE NUMBER	ITEM	19	20	21	22	23	24
			2031	2032	2033	2034	2035	2036
<b>LANDSCAPING &amp; IRRIGATION</b>	8.00	Irrigation sprinkler heads and piping			\$300.00			\$300.00
	8.01	Irrigation controllers					\$1,033.50	
	8.02	Irrigation backflow preventors						
<b>SITE FURNISHINGS</b>	9.00	Gazebo full replacement						
	9.01	Wooden arbor full replacement						
	9.02	Playground spring horse						
	9.03	Mailboxes			\$13,050.00			
<b>SHARED BMP</b>	10.00	Dredging						
<b>BACK YARD PIPING</b>	11.00	Underground piping repairs and replacement						
<b>POOL STRUCTURE</b>	12.00	Rebuild pool, per sq ft. of surface area						
	12.01	Replace main pool coping						
	12.02	Coping						
	12.03	Scum line tile		\$1,926.00				
	12.04	Resurfacing, per sq. ft. of surface area		\$5,590.00				
	12.05	Skimmer system, sf surface area of pool						
<b>POOL ACCESSORIES</b>	13.00	Pool accessories full replacement						
<b>POOL HOUSE EXTERIOR</b>	14.00	Solid single doors, metal clad: entrance						
<b>POOL HOUSE EQUIPMENT</b>	15.00	Filters, chlorinator and piping						
	15.01	Pumps					\$700.00	
	15.02	Electrical service					\$2,025.00	
<b>POOL FURNISHINGS</b>	16.00	Pool furnishings						
<b>REST ROOM AND SHOWER ROOFS, GUTTERS AND CHIMNEYS</b>	17.00	Restroom and shower full remodel					\$4,701.00	
	18.00	Shingled roof, std. 3-ply asphalt shingles: Phase 1						
	18.01	Rain gutters and downspouts						
	18.02	Chimney caps						
	18.03	Chimney repairs						
<b>SIDING AND SOFFITS</b>	19.00	Vinyl siding						
	19.01	Siding repairs						
	19.02	Soffits, vinyl: Phase 1						
			\$34,382.60	\$9,491.57	\$43,988.42	\$34,010.41	\$130,332.86	\$2,283.90

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

Expenditure Summary 1A1

CATEGORY	LINE NUMBER	ITEM	25	26	27	28	29	30
			2037	2038	2039	2040	2041	2042
<b>ROADS, DRIVEWAYS AND PARKING</b>	1.00	1" asphalt overlay of parking lot and access drives						
	1.01	Asphalt street milling						
	1.02	Asphalt seal coating		\$13,967.22				
	1.03	Parking lot striping		\$5,700.00				
	1.04	Asphalt patching		\$10,971.20				
	1.05	Asphalt speed bumps				\$684.01		
	1.06	Concrete curb and gutter				\$7,590.36		
<b>CONCRETE FLATWORK</b>	2.00	Concrete front walks				\$5,327.85		
	2.01	Concrete sidewalks				\$7,499.25		
	2.02	Brick stairs teardown and reset			\$1,611.71			
	2.03	Concrete pool deck						
	2.04	Concrete mailbox pad				\$2,062.50		
	2.05	Concrete access drive				\$9,526.00		
<b>DRAINAGE</b>	3.00	Curb inlets					\$1,983.90	
	3.01	Drop inlets					\$2,100.00	
	3.02	Storm sewers				\$756.00		
<b>SITE LIGHTING</b>	4.00	Neighborhood street light, decorative posts and fixtures						
	4.01	Neighborhood street light, wiring and repairs				\$10,224.00		
	4.02	Halogen ground mounted flag lighting						
	4.03	Column mounted sign lanterns						
<b>SIGNAGE</b>	5.00	Entrance sign walls						
	5.01	Entrance signs						
	5.02	Neighborhood street signs, decorative posts and signage						
	5.03	Misc. signs						
	5.04	Flag poles				\$2,150.00		
<b>FENCING AND RAILINGS</b>	6.00	Exterior wood handrails						
	6.01	Wood vertical board perimeter privacy fence - 6'				\$8,921.00		
	6.02	Wood vertical board perimeter privacy fence - 8'				\$3,402.00		
	6.03	Wood fence - 4': trash enclosures	\$1,975.57					\$1,975.57
	6.04	Wood picket fence: courtyards				\$19,459.44		
	6.05	Park area fence						
	6.06	Pool area fence						
	6.07	Electronic gate locking mechanism: Pool area						
	6.08	Brick fence columns						
<b>FENCE PAINTING</b>	7.00	Courtyard fence cleaning painting and repairs: Initial	\$32,398.70			\$32,398.70		

**SCHEDULE OF COMPONENTS  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

[Expenditure Summary 1A1](#)

CATEGORY	LINE NUMBER	ITEM	25	26	27	28	29	30
			2037	2038	2039	2040	2041	2042
<b>LANDSCAPING &amp; IRRIGATION</b>	8.00	Irrigation sprinkler heads and piping			\$300.00			\$300.00
	8.01	Irrigation controllers						\$1,033.50
	8.02	Irrigation backflow preventors				\$600.00		
<b>SITE FURNISHINGS</b>	9.00	Gazebo full replacement						
	9.01	Wooden arbor full replacement						
	9.02	Playground spring horse				\$750.00		
	9.03	Mailboxes						
<b>SHARED BMP</b>	10.00	Dredging						
<b>BACK YARD PIPING</b>	11.00	Underground piping repairs and replacement				\$20,000.10		
<b>POOL STRUCTURE</b>	12.00	Rebuild pool, per sq ft. of surface area				\$39,130.00		
	12.01	Replace main pool coping				\$5,520.00		
	12.02	Coping				\$1,950.00		
	12.03	Scum line tile						\$1,926.00
	12.04	Resurfacing, per sq. ft. of surface area						\$5,590.00
	12.05	Skimmer system, sf surface area of pool				\$1,935.00		
<b>POOL ACCESSORIES</b>	13.00	Pool accessories full replacement						
<b>POOL HOUSE EXTERIOR</b>	14.00	Solid single doors, metal clad: entrance						
<b>POOL HOUSE EQUIPMENT</b>	15.00	Filters, chlorinator and piping				\$4,730.00		
	15.01	Pumps						\$700.00
	15.02	Electrical service						
<b>POOL FURNISHINGS</b>	16.00	Pool furnishings		\$9,950.00				
<b>REST ROOM AND SHOWER ROOFS, GUTTERS AND CHIMNEYS</b>	17.00	Restroom and shower full remodel						
	18.00	Shingled roof, std. 3-ply asphalt shingles: Phase 1				\$500,969.07		
	18.01	Rain gutters and downspouts				\$17,636.40		
	18.02	Chimney caps						
	18.03	Chimney repairs						
<b>SIDING AND SOFFITS</b>	19.00	Vinyl siding						
	19.01	Siding repairs						
	19.02	Soffits, vinyl: Phase 1						
			\$34,374.27	\$40,588.42	\$1,911.71	\$703,221.69	\$4,083.90	\$11,525.07

**EXPENDITURE RECURRENCE SUMMARY  
WESTGATE CONDOMINIUMS  
COMMON ELEMENTS**

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**2013**

[Financial Analysis Cash Flow](#)  
[Cash Flow Method](#)

<b>Sum of 2013</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
1.03	Parking lot striping	\$5,700
1.02	Asphalt seal coating	\$13,967
1.04	Asphalt patching	\$10,971
7	Courtyard fence cleaning painting and repairs: Initial	\$32,399
9.03	Mailboxes	\$13,050
<b>Grand Total</b>		<b>\$76,087</b>

**2014**

[Financial Analysis Cash Flow](#)  
[Cash Flow Method](#)

<b>Sum of 2014</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
2.02	Brick stairs teardown and reset	\$1,612
8.01	Irrigation controllers	\$1,034
15.01	Pumps	\$700
<b>Grand Total</b>		<b>\$3,345</b>

**2015**

Financial Analysis Cash Flow  
Cash Flow Method

<b>Sum of 2015</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
8	Irrigation sprinkler heads and piping	\$300
18.03	Chimney repairs	\$117,000
<b>Grand Total</b>		<b>\$117,300</b>

**2016**

Financial Analysis Cash Flow  
Cash Flow Method

<b>Sum of 2016</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
7	Courtyard fence cleaning painting and repairs: Initial	\$32,399
19.01	Siding repairs	\$127,000
<b>Grand Total</b>		<b>\$159,399</b>

**2017**

Financial Analysis Cash Flow  
Cash Flow Method

<b>Sum of 2017</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
	<b>6.03</b> Wood fence - 4': trash enclosures	\$1,976
<b>Grand Total</b>		<b>\$1,976</b>

**2018**

Financial Analysis Cash Flow  
Cash Flow Method

<b>Sum of 2018</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
	<b>1.03</b> Parking lot striping	\$5,700
	<b>1.02</b> Asphalt seal coating	\$13,967
	<b>1.04</b> Asphalt patching	\$10,971
	<b>8</b> Irrigation sprinkler heads and piping	\$300
<b>Grand Total</b>		<b>\$30,938</b>

## 2019

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2019		
LINE NUMBER	ITEM	Total
	2.02 Brick stairs teardown and reset	\$1,612
	7 Courtyard fence cleaning painting and repairs: Initial	\$32,399
<b>Grand Total</b>		<b>\$34,010</b>

## 2020

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2020		
LINE NUMBER	ITEM	Total
	2.01 Concrete sidewalks	\$7,499
	2 Concrete front walks	\$5,328
	1.05 Asphalt speed bumps	\$684
	2.03 Concrete pool deck	\$7,169
	2.04 Concrete mailbox pad	\$2,063
	4.01 Neighborhood street light, wiring and repairs	\$10,224
	8.02 Irrigation backflow preventors	\$600
	9.02 Playground spring horse	\$750
	11 Underground piping repairs and replacement	\$20,000
	15 Filters, chlorinator and piping	\$4,730
	18 Shingled roof, std. 3-ply asphalt shingles: Phase 1	\$500,969
	2.05 Concrete access drive	\$9,526
<b>Grand Total</b>		<b>\$569,542</b>

**2021**

Financial Analysis Cash Flow  
Cash Flow Method

<b>Sum of 2021</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
<b>3</b>	Curb inlets	\$1,984
<b>8</b>	Irrigation sprinkler heads and piping	\$300
<b>8.01</b>	Irrigation controllers	\$1,034
<b>15.01</b>	Pumps	\$700
<b>Grand Total</b>		<b>\$4,017</b>

**2022**

Financial Analysis Cash Flow  
Cash Flow Method

<b>Sum of 2022</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
<b>6.03</b>	Wood fence - 4': trash enclosures	\$1,976
<b>7</b>	Courtyard fence cleaning painting and repairs: Initial	\$32,399
<b>12.03</b>	Scum line tile	\$1,926
<b>12.04</b>	Resurfacing, per sq. ft. of surface area	\$5,590
<b>Grand Total</b>		<b>\$41,890</b>

**2023**

Financial Analysis Cash Flow  
Cash Flow Method

<b>Sum of 2023</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
	<b>1.03</b> Parking lot striping	\$5,700
	<b>1.02</b> Asphalt seal coating	\$13,967
	<b>1.04</b> Asphalt patching	\$10,971
	<b>16</b> Pool furnishings	\$9,950
<b>Grand Total</b>		<b>\$40,588</b>

**2024**

Financial Analysis Cash Flow  
Cash Flow Method

<b>Sum of 2024</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
	<b>2.02</b> Brick stairs teardown and reset	\$1,612
	<b>8</b> Irrigation sprinkler heads and piping	\$300
<b>Grand Total</b>		<b>\$1,912</b>

**2025**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2025		
LINE NUMBER	ITEM	Total
2.01	Concrete sidewalks	\$7,499
1	1" asphalt overlay of parking lot and access drives	\$84,763
2	Concrete front walks	\$5,328
1.01	Asphalt street milling	\$52,457
1.05	Asphalt speed bumps	\$684
4.02	Halogen ground mounted flag lighting	\$270
4.03	Column mounted sign lanterns	\$1,500
6	Exterior wood handrails	\$2,209
6.01	Wood vertical board perimeter privacy fence - 6'	\$8,921
6.02	Wood vertical board perimeter privacy fence - 8'	\$3,402
6.04	Wood picket fence: courtyards	\$19,459
7	Courtyard fence cleaning painting and repairs: Initial	\$32,399
9	Gazebo full replacement	\$8,350
9.01	Wooden arbor full replacement	\$10,140
10	Dredging	\$35,000
13	Pool accessories full replacement	\$5,142
1.06	Concrete curb and gutter	\$7,590
<b>Grand Total</b>		<b>\$285,113</b>

**2026**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2026		
LINE NUMBER	ITEM	Total
3	Curb inlets	\$1,984
<b>Grand Total</b>		<b>\$1,984</b>

2027

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2027		
LINE NUMBER	ITEM	Total
6.03	Wood fence - 4': trash enclosures	\$1,976
8	Irrigation sprinkler heads and piping	\$300
<b>Grand Total</b>		<b>\$2,276</b>

2028

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2028		
LINE NUMBER	ITEM	Total
1.03	Parking lot striping	\$5,700
1.02	Asphalt seal coating	\$13,967
1.04	Asphalt patching	\$10,971
7	Courtyard fence cleaning painting and repairs: Initial	\$32,399
8.01	Irrigation controllers	\$1,034
15.01	Pumps	\$700
<b>Grand Total</b>		<b>\$64,771</b>

**2029**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2029		
LINE NUMBER	ITEM	Total
	2.02 Brick stairs teardown and reset	\$1,612
<b>Grand Total</b>		<b>\$1,612</b>

**2030**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2030		
LINE NUMBER	ITEM	Total
	2.01 Concrete sidewalks	\$7,499
	2 Concrete front walks	\$5,328
	1.05 Asphalt speed bumps	\$684
	3.02 Storm sewers	\$756
	6.01 Wood vertical board perimeter privacy fence - 6'	\$8,921
	6.02 Wood vertical board perimeter privacy fence - 8'	\$3,402
	6.04 Wood picket fence: courtyards	\$19,459
	8 Irrigation sprinkler heads and piping	\$300
	11 Underground piping repairs and replacement	\$20,000
	14 Solid single doors, metal clad: entrance	\$1,100
	1.06 Concrete curb and gutter	\$7,590
<b>Grand Total</b>		<b>\$75,040</b>

**2031**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2031		
LINE NUMBER	ITEM	Total
	3 Curb inlets	\$1,984
	7 Courtyard fence cleaning painting and repairs: Initial	\$32,399
<b>Grand Total</b>		<b>\$34,383</b>

**2032**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2032		
LINE NUMBER	ITEM	Total
	6.03 Wood fence - 4': trash enclosures	\$1,976
	12.03 Scum line tile	\$1,926
	12.04 Resurfacing, per sq. ft. of surface area	\$5,590
<b>Grand Total</b>		<b>\$9,492</b>

**2033**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2033		
LINE NUMBER	ITEM	Total
	1.03 Parking lot striping	\$5,700
	1.02 Asphalt seal coating	\$13,967
	1.04 Asphalt patching	\$10,971
	8 Irrigation sprinkler heads and piping	\$300
	9.03 Mailboxes	\$13,050
<b>Grand Total</b>		<b>\$43,988</b>

**2034**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2034		
LINE NUMBER	ITEM	Total
	2.02 Brick stairs teardown and reset	\$1,612
	7 Courtyard fence cleaning painting and repairs: Initial	\$32,399
<b>Grand Total</b>		<b>\$34,010</b>

**2035**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2035		
LINE NUMBER	ITEM	Total
2.01	Concrete sidewalks	\$7,499
2	Concrete front walks	\$5,328
1.05	Asphalt speed bumps	\$684
2.03	Concrete pool deck	\$7,169
3.02	Storm sewers	\$756
4	Neighborhood street light, decorative posts and fixtures	\$37,500
5	Entrance sign walls	\$529
5.01	Entrance signs	\$5,531
5.02	Neighborhood street signs, decorative posts and signage	\$1,350
5.03	Misc. signs	\$4,250
6.01	Wood vertical board perimeter privacy fence - 6'	\$8,921
6.02	Wood vertical board perimeter privacy fence - 8'	\$3,402
6.04	Wood picket fence: courtyards	\$19,459
6.05	Park area fence	\$4,655
6.06	Pool area fence	\$5,880
6.08	Brick fence columns	\$1,370
8.01	Irrigation controllers	\$1,034
15.01	Pumps	\$700
15.02	Electrical service	\$2,025
17	Restroom and shower full remodel	\$4,701
1.06	Concrete curb and gutter	\$7,590
<b>Grand Total</b>		<b>\$130,333</b>

**2036**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2036		
LINE NUMBER	ITEM	Total
3	Curb inlets	\$1,984
8	Irrigation sprinkler heads and piping	\$300
<b>Grand Total</b>		<b>\$2,284</b>

**2037**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2037		
LINE NUMBER	ITEM	Total
6.03	Wood fence - 4': trash enclosures	\$1,976
7	Courtyard fence cleaning painting and repairs: Initial	\$32,399
<b>Grand Total</b>		<b>\$34,374</b>

**2038**

Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2038		
LINE NUMBER	ITEM	Total
1.03	Parking lot striping	\$5,700
1.02	Asphalt seal coating	\$13,967
1.04	Asphalt patching	\$10,971
16	Pool furnishings	\$9,950
<b>Grand Total</b>		<b>\$40,588</b>

**2039**Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2039		
LINE NUMBER	ITEM	Total
	2.02 Brick stairs teardown and reset	\$1,612
	8 Irrigation sprinkler heads and piping	\$300
<b>Grand Total</b>		<b>\$1,912</b>

**2040**Financial Analysis Cash Flow  
Cash Flow Method

Sum of 2040		
LINE NUMBER	ITEM	Total
	2.01 Concrete sidewalks	\$7,499
	2 Concrete front walks	\$5,328
	1.05 Asphalt speed bumps	\$684
	2.04 Concrete mailbox pad	\$2,063
	3.02 Storm sewers	\$756
	4.01 Neighborhood street light, wiring and repairs	\$10,224
	5.04 Flag poles	\$2,150
	6.01 Wood vertical board perimeter privacy fence - 6'	\$8,921
	6.02 Wood vertical board perimeter privacy fence - 8'	\$3,402
	6.04 Wood picket fence: courtyards	\$19,459
	7 Courtyard fence cleaning painting and repairs: Initial	\$32,399
	8.02 Irrigation backflow preventors	\$600
	9.02 Playground spring horse	\$750
	11 Underground piping repairs and replacement	\$20,000
	12 Rebuild pool, per sq ft. of surface area	\$39,130
	12.01 Replace main pool coping	\$5,520
	12.02 Coping	\$1,950
	12.05 Skimmer system, sf surface area of pool	\$1,935
	15 Filters, chlorinator and piping	\$4,730
	18 Shingled roof, std. 3-ply asphalt shingles: Phase 1	\$500,969
	18.01 Rain gutters and downspouts	\$17,636
	1.06 Concrete curb and gutter	\$7,590
	2.05 Concrete access drive	\$9,526
<b>Grand Total</b>		<b>\$703,222</b>

**2041**

Financial Analysis Cash Flow  
Cash Flow Method

<b>Sum of 2041</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
	<b>3</b> Curb inlets	\$1,984
	<b>3.01</b> Drop inlets	\$2,100
<b>Grand Total</b>		<b>\$4,084</b>

**2042**

Financial Analysis Cash Flow  
Cash Flow Method

<b>Sum of 2042</b>		
<b>LINE NUMBER</b>	<b>ITEM</b>	<b>Total</b>
	<b>6.03</b> Wood fence - 4': trash enclosures	\$1,976
	<b>8</b> Irrigation sprinkler heads and piping	\$300
	<b>8.01</b> Irrigation controllers	\$1,034
	<b>12.03</b> Scum line tile	\$1,926
	<b>12.04</b> Resurfacing, per sq. ft. of surface area	\$5,590
	<b>15.01</b> Pumps	\$700
<b>Grand Total</b>		<b>\$11,525</b>



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## CASH FLOW METHOD WESTGATE CONDOMINIUMS COMMON ELEMENTS

YEAR	1	2	3	4	5
CALENDAR YEAR	2013	2014	2015	2016	2017
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$76,087	\$3,345	\$117,300	\$159,399	\$1,976
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$367,352	\$372,861	\$457,851	\$424,943	\$345,981
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$74,250	\$81,000	\$84,000	\$90,132	\$96,712
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$7,347	\$7,457	\$9,157	\$8,499	\$6,920
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$81,597	\$88,457	\$93,157	\$98,631	\$103,631
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$76,087	\$3,468	\$126,065	\$177,594	\$2,282
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$76,087	\$3,468	\$126,065	\$177,594	\$2,282
<b>END OF YEAR BALANCE</b>	\$372,861	\$457,851	\$424,943	\$345,981	\$447,330
MINIMUM ACCOUNT THRESHOLD	\$105,269	\$109,131	\$113,134	\$117,285	\$121,588
FUNDING OBJECTIVE MET?	YES	YES	YES	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	N/A	7.30%	7.30%	7.30%	7.30%
ANNUAL CONSTRUCTION COST ESCALATION:	N/A	3.67%	3.67%	3.67%	3.67%
ANNUAL RESERVE ACCOUNT INCOME RATE	2.00%	2.00%	2.00%	2.00%	2.00%

<b>LINKED TO OTHER WORK SHEETS</b>
<b>USER INPUT OR OVERRIDE FIELDS</b>



Interactive Reserve Analysis

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# CASH FLOW METHOD

## WESTGATE CONDOMINIUMS

### COMMON ELEMENTS

YEAR	6	7	8	9	10
CALENDAR YEAR	2018	2019	2020	2021	2022
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$30,938	\$34,010	\$569,542	\$4,017	\$41,890
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$447,330	\$523,003	\$602,592	\$1,197	\$124,058
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$103,772	\$111,347	\$119,475	\$128,197	\$131,402
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$8,947	\$10,460	\$12,052	\$24	\$2,481
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$112,718	\$121,807	\$131,527	\$128,221	\$133,883
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$37,045	\$42,218	\$732,922	\$5,360	\$57,935
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$37,045	\$42,218	\$732,922	\$5,360	\$57,935
<b>END OF YEAR BALANCE</b>	\$523,003	\$602,592	\$1,197	\$124,058	\$200,006
MINIMUM ACCOUNT THRESHOLD	\$126,048	\$130,672	\$135,466	\$140,436	\$145,588
FUNDING OBJECTIVE MET?	YES	YES	NO	NO	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	7.30%	7.30%	7.30%	7.30%	2.50%
ANNUAL CONSTRUCTION COST ESCALATION:	3.67%	3.67%	3.67%	3.67%	3.67%
ANNUAL RESERVE ACCOUNT INCOME RATE	2.00%	2.00%	2.00%	2.00%	2.00%

<b>LINKED TO OTHER WORK SHEETS</b>
<b>USER INPUT OR OVERRIDE FIELDS</b>



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# CASH FLOW METHOD

## WESTGATE CONDOMINIUMS

### COMMON ELEMENTS

YEAR	11	12	13	14	15
CALENDAR YEAR	2023	2024	2025	2026	2027
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$40,588	\$1,912	\$285,113	\$1,984	\$2,276
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$200,006	\$280,499	\$421,322	\$131,929	\$276,441
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$134,687	\$138,054	\$141,505	\$145,043	\$148,669
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$4,000	\$5,610	\$8,426	\$2,639	\$5,529
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$138,687	\$143,664	\$149,932	\$147,682	\$154,198
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$58,194	\$2,841	\$439,325	\$3,169	\$3,768
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$58,194	\$2,841	\$439,325	\$3,169	\$3,768
<b>END OF YEAR BALANCE</b>	\$280,499	\$421,322	\$131,929	\$276,441	\$426,871
MINIMUM ACCOUNT THRESHOLD	\$150,929	\$156,466	\$162,207	\$168,157	\$174,327
FUNDING OBJECTIVE MET?	YES	YES	NO	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	2.50%	2.50%	2.50%	2.50%	2.50%
ANNUAL CONSTRUCTION COST ESCALATION:	3.67%	3.67%	3.67%	3.67%	3.67%
ANNUAL RESERVE ACCOUNT INCOME RATE	2.00%	2.00%	2.00%	2.00%	2.00%

<b>LINKED TO OTHER WORK SHEETS</b>
<b>USER INPUT OR OVERRIDE FIELDS</b>



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# CASH FLOW METHOD

## WESTGATE CONDOMINIUMS

### COMMON ELEMENTS

YEAR	16	17	18	19	20
CALENDAR YEAR	2028	2029	2030	2031	2032
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$64,771	\$1,612	\$75,040	\$34,383	\$9,492
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$426,871	\$476,598	\$639,457	\$673,894	\$785,710
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$152,386	\$156,196	\$160,100	\$164,103	\$168,205
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$8,537	\$9,532	\$12,789	\$13,478	\$15,714
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$160,923	\$165,727	\$172,890	\$177,581	\$183,920
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$111,196	\$2,868	\$138,452	\$65,765	\$18,821
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$111,196	\$2,868	\$138,452	\$65,765	\$18,821
<b>END OF YEAR BALANCE</b>	\$476,598	\$639,457	\$673,894	\$785,710	\$950,809
MINIMUM ACCOUNT THRESHOLD	\$180,722	\$187,352	\$194,225	\$201,351	\$208,738
FUNDING OBJECTIVE MET?	YES	YES	YES	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	2.50%	2.50%	2.50%	2.50%	2.50%
ANNUAL CONSTRUCTION COST ESCALATION:	3.67%	3.67%	3.67%	3.67%	3.67%
ANNUAL RESERVE ACCOUNT INCOME RATE	2.00%	2.00%	2.00%	2.00%	2.00%

<b>LINKED TO OTHER WORK SHEETS</b>
<b>USER INPUT OR OVERRIDE FIELDS</b>



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# CASH FLOW METHOD

## WESTGATE CONDOMINIUMS

### COMMON ELEMENTS

YEAR	21	22	23	24	25
CALENDAR YEAR	2033	2034	2035	2036	2037
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$43,988	\$34,010	\$130,333	\$2,284	\$34,374
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$950,809	\$1,051,811	\$1,177,090	\$1,093,834	\$1,296,147
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$172,411	\$176,721	\$181,139	\$185,667	\$190,309
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$19,016	\$21,036	\$23,542	\$21,877	\$25,923
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$191,427	\$197,757	\$204,681	\$207,544	\$216,232
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$90,425	\$72,478	\$287,937	\$5,231	\$81,615
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$90,425	\$72,478	\$287,937	\$5,231	\$81,615
<b>END OF YEAR BALANCE</b>	\$1,051,811	\$1,177,090	\$1,093,834	\$1,296,147	\$1,430,764
MINIMUM ACCOUNT THRESHOLD	\$216,396	\$224,334	\$232,564	\$241,096	\$249,941
FUNDING OBJECTIVE MET?	YES	YES	YES	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	2.50%	2.50%	2.50%	2.50%	2.50%
ANNUAL CONSTRUCTION COST ESCALATION:	3.67%	3.67%	3.67%	3.67%	3.67%
ANNUAL RESERVE ACCOUNT INCOME RATE	2.00%	2.00%	2.00%	2.00%	2.00%

<b>LINKED TO OTHER WORK SHEETS</b>
<b>USER INPUT OR OVERRIDE FIELDS</b>



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# CASH FLOW METHOD

## WESTGATE CONDOMINIUMS

### COMMON ELEMENTS

YEAR	26	27	28	29	30
CALENDAR YEAR	2038	2039	2040	2041	2042
<b>PROGRAMMED EXPENDITURES, PRESENT WORTH VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$40,588	\$1,912	\$703,222	\$4,084	\$11,525
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>BEGINNING YEAR BALANCE</b>	\$1,430,764	\$1,554,540	\$1,780,696	\$160,995	\$363,080
<b>INCOME</b>					
CONTRIBUTION TO RESERVES	\$195,067	\$199,943	\$204,942	\$210,066	\$215,317
LOANS	0	0	0	0	0
PLUS SPECIAL ASSESSMENTS	\$0	\$0	\$0	\$0	\$0
PLUS OTHER FUNDS COMING DUE	\$0	\$0	\$0	\$0	\$0
PLUS INVESTMENT INCOME ON PRIOR YEAR'S ENDING BALANCE	\$28,615	\$31,091	\$35,614	\$3,220	\$7,262
REVENUES FROM CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL INCOME</b>	\$223,682	\$231,034	\$240,556	\$213,285	\$222,579
<b>EXPENDITURES, FUTURE VALUES</b>					
SCHEDULE OF REPAIRS AND REPLACEMENTS	\$99,905	\$4,878	\$1,860,258	\$11,200	\$32,766
CAPITAL IMPROVEMENT PROJECTS	\$0	\$0	\$0	\$0	\$0
FINANCIAL LOAN PAYMENT	\$0	\$0	\$0	\$0	\$0
MINUS OTHER DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$99,905	\$4,878	\$1,860,258	\$11,200	\$32,766
<b>END OF YEAR BALANCE</b>	\$1,554,540	\$1,780,696	\$160,995	\$363,080	\$552,894
MINIMUM ACCOUNT THRESHOLD	\$259,111	\$268,617	\$278,471	\$288,687	\$299,278
FUNDING OBJECTIVE MET?	YES	YES	NO	YES	YES
<b>MINIMUM REQUIRED CASH TRANSFER</b>	\$0	\$0	\$0	\$0	\$0
<b>ESCALATION, INFLATION, EARNINGS RATES</b>					
ANNUAL CONTRIBUTION ESCALATION:	2.50%	2.50%	2.50%	2.50%	2.50%
ANNUAL CONSTRUCTION COST ESCALATION:	3.67%	3.67%	3.67%	3.67%	3.67%
ANNUAL RESERVE ACCOUNT INCOME RATE	2.00%	2.00%	2.00%	2.00%	2.00%

<b>LINKED TO OTHER WORK SHEETS</b>
<b>USER INPUT OR OVERRIDE FIELDS</b>



# ASSESSMENT ALLOCATION WESTGATE CONDOMINIUMS COMMON ELEMENTS

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## Allocation Formula as Reported by the Association:

<u>Percentage of Allocation</u>	<u>Townhomes &amp; Condos</u>
Number of Units (or Square Footage)	108
Conversion Factor to Assessment Units	1
Number of Assessment Units Assigned	108
Resultant Distribution of Total Costs	100.00%

## Calculated Annual Assessment Attributable to Reserves per Category:

<u>Year</u>	<u>Townhomes &amp; Condos</u>
2013	\$74,250.00
2014	\$81,000.00
2015	\$84,000.00
2016	\$90,132.00
2017	\$96,711.64

## Portion of Annual Assessment Attributable to Reserves per Individual Entity:

<u>Year</u>	<u>Townhomes &amp; Condos</u>
2013	\$687.50
2014	\$750.00
2015	\$777.78
2016	\$834.56
2017	\$895.48

## Portion of Monthly Assessment Attributable to Reserves per Individual Entity:

<u>Year</u>	<u>Townhomes &amp; Condos</u>
2013	\$5.68
2014	\$6.20
2015	\$6.43
2016	\$6.90
2017	\$7.40

## **Rules and Regulations**

**Westgate at Williamsburg A Condominium Association Inc**

# » Berkeley Realty «

*Property Management, Inc.*

907 Richmond Road ♦ Williamsburg, Virginia 23185 ♦ Phone: (757) 229-6810 ♦ Fax: (757) 229-8208



July 16, 2004

Dear Westgate Unit Owners:

Enclosed are the newly revised and adopted Rules and Regulations for Westgate Condominium Association, Inc. effective July 15, 2004.

The Board appreciated your input. Consideration was given to your comments and suggestions. Additionally, as you are aware, the Association adopted a rental cap of twenty-five (25) percent April 15, 2004. Again, for your records is a copy of this document recorded July 7, 2004. Enclosed are: (1) Application to Rent Unit and; (2) Renter Information forms. If you are currently renting your unit or have immediate plans of doing so, please complete and return the enclosed Application to Rent form and the Renter Information form by July 31, 2004 to Berkeley Realty Property Management.

The Board of Directors is very much appreciative of the support of the community and we thank you.

Board of Directors  
Westgate Condominium Association, Inc.

**Enclosures**

- (1) Rules and Regulations
- (2) Recorded Copy of Rental Cap Amendment
- (3) Application to Rent Form
- (4) Renter Information Form

## SECTION I

### INTRODUCTION

1. **The Condominium Concept.** Condominium ownership is a relatively new property right which, in effect, combines two older forms of ownership. The Condominium Unit Owner is (1) the sole owner of the portion of the Property which comprises his living quarter (i.e., his Unit), and is (2) one of many mutual owners (legally speaking, "tenants in common") of common facilities which service his and other living quarters and common areas. The individual Unit Owner has an "undivided interest" in the Common Elements, which means that all Unit Owners have a share in the ownership of all Common Elements. An undivided interest gives the Unit Owner the right to share in the control of all Common Elements (subject to Declarant's reserved rights of control as outlined in the Declaration and Bylaws of the Condominium), but each Unit Owner must also pay that Unit's share of the normal expenses of operating and maintaining all the Common Elements. It is the ownership of an undivided interest in the Common Elements which sets the condominium ownership apart from other forms of property ownership.
2. **Authority.** Article III, Section 2(f) of the amended and restated Bylaws (the "Bylaws") of Westgate at Williamsburg, a Condominium (the "Condominium") dated July 7, 2004 provides that the Board of Directors (the "Board") of Westgate at Williamsburg Condominium Association, Inc. (the "Association") may adopt any rules and regulations deemed necessary of the benefit and enjoyment of the Condominium. Accordingly, the Board adopted the following rules to govern the Condominium (the "Rules").
3. **Governing Documents.** The Rules should be considered with the Declaration of Condominium and any amendments or supplements thereto (collectively referred to as the ("Declaration"), the Articles of Incorporation of the Association (the "Articles"), the Bylaws, and the guidelines adopted by the Board of Directors from time to time. The foregoing documents are collectively referred to as the "Governing Documents." If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control.
4. **Association Membership.** Each person who purchases a Unit in the Condominium automatically becomes a member of Westgate at Williamsburg Condominium Association.
5. **Property Manager.** The managing agent of the Condominium and the Association is (the "Managing Agent").
6. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

## SECTION II

### USE OF UNITS AND COMMON ELEMENTS

1. **Residential Use.** Except as otherwise provided herein and in the Governing Documents, Units shall be used exclusively for residential purposes.

2. **No Commercial Use.** Except for those activities conducted as part of home occupations in accordance with the "Governing Documents", no Unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose.

3. **Lawful Use.** No improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all laws, zoning ordinances and regulations of all governmental agencies having jurisdiction shall be observed and complied with by and at the sole expense of the Unit Owner or the Association, whichever shall have the obligation for the upkeep of such portion of the Condominium.

4. **Nuisances.** No nuisance shall be permitted to exist in any Unit. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted in any Unit, Common Element, or Limited Common Element or on any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Any violation of local ordinances, such as pet, noise or nuisance, shall be deemed to be a violation of these Rules. The Board of Directors shall have the authority to determine whether any situation or condition constitutes a nuisance under these Rules. Each Unit Owner shall refrain from any act or use of his or her Unit which could reasonably cause embarrassment, discomfort, or annoyance to other Unit Owners or residents.

5. **Hazardous Uses; Waste.** Nothing shall be done or kept on the Condominium which will increase the rate of insurance applicable for permitted uses for other Units, the Common Elements, the Limited Common Elements or any part thereof without the prior written consent of the Board, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept in the Condominium which will result in the cancellation of any insurance on any other Unit, the Common Elements, the Limited Common Elements or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports inflammatory or explosive charge may be kept or driven on the Condominium at any time. Each Unit Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Unit Owner shall knowingly use, generate, manufacture, store, release, dispose of or

knowingly permit to exist in, on, under or about such Unit Owner's Unit, the Common Elements, the Limited Common Elements, or any portion of the Condominium or transport to or from any portion of the Condominium any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be committed on the Common Elements or the Limited Common Elements.

6. **Emissions.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney or BBQ grill emissions and no production, storage or discharge of Hazardous Materials on the Condominium or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water. **THE USE OF CHARCOAL IS NOT PERMITTED AT INDIVIDUAL UNITS.** Existing grills as of July 15, 2004 are grandfathered and must be ten (10) feet from buildings.

7. **Noise.** All persons present on the Condominium shall comply with the applicable local noise ordinance and shall not permit or engage in any activity, practice or behavior that causes annoyance, discomfort or disturbance to any other person(s) lawfully present on any portion of the Condominium.

8. **Obstructions.** No person shall obstruct any of the Common Elements, Limited Common Elements, or otherwise impede the rightful access of any other person on any portion of the Condominium upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Elements or Limited Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except with the proper written approval of the Board. The Association reserves the right to remove any obstructions that may constitute a safety or hazard situation at the Unit Owner's expense. If it becomes necessary to remove any obstruction in the Common Elements or Limited Common Elements, such costs will be at the Unit Owner's expense and shall become part of the assessment obligation.

9. **Association Property.** The Common Elements shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Units. The improvements located on the Common Elements, if any, shall be used only for their intended purposes. Except as otherwise expressly proprietary use of any of the Common Elements without the prior written approval of the Board and then only on a temporary basis.

10. **Access to Units.** Due to the nature of Condominium ownership, the Association has the right to enter any Unit for the purpose of making repairs or maintenance for the benefit of the Condominium. A resident roster is maintained by the Association so that you may be contacted prior to the entry of your Unit by the Association. **It is important that you provide both a work and home telephone number to the Association in the event you need to be contacted.** The Unit Owner shall also be responsible for maintaining an updated or a current address for correspondence.

- a. In the case of emergency, the Association will attempt to contact you prior to entry of your Unit. However, many emergencies will not allow time for such notification.
- b. In all non-emergency cases, the Association will give you prior notice, by telephone or in writing, of the need to enter your Unit and will make arrangements to gain access.
- c. The Association will not admit delivery, trade and/or other visitors of the owners or residents to any of the Units.

11. **Antennas.** No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any property within the Westgate Community, whether attached to a building or structure or otherwise. Satellite dishes fall into the category of "other device." (*Refer to Satellite Policy.*)

12. **Front Porches and Fenced Patios.** The front porches and fenced patios are for the private use and enjoyment of the Unit Owner excluding Association responsibilities as outlined in Section V of the Bylaws.

- a. The Unit Owner is responsible for the routine cleaning of the Front Porches and Fenced Patios as well as simple maintenance to the Front Porches and Fenced Patios.
- b. Any major repairs to the Front Porches and Fenced Patios will be handled by the Association. Approved improvements, such as decks, to the Fenced Patio areas made by the Unit Owner is the responsibility of the Unit Owner.
- c. **Appliances & Storage.** Front Porches, Fenced Patios and Garden Areas shall not be used for storage. Small appliances, such as radios and televisions may be used provided the noise levels are controlled to prevent disturbing the other residents and the appliances are used in accordance with local ordinances. No storage containers other than trash cans are permitted in these areas.
- d. **Enclosures.** All types of exterior screens blinds, shutters, windows enclosures and awnings are prohibited.
- e. **Fixtures & Decorations.** Except as identified herein, no permanent fixtures or decorations may be fastened to the walls, ceiling, fencing or railings unless approved by the Board of Directors.
- f. **Flags.** Only United States flags no larger than 4' x 8' may be displayed in accordance with generally accepted rules for display of the flag. Flags of appropriate size may be draped and fastened over Fenced Patio railings.

g. **Furniture.** Appropriate seasonal patio furniture may be used in these areas.

h. **Hanging Baskets.** Hanging baskets are allowed on the Decks and Fenced Patios. All baskets must be safely secured to prevent being blown away. They must be neat and well-maintained. Any baskets containing dead or dying plants must be removed immediately.

i. **Miscellaneous.** The following items shall not be placed on Fenced Patios or Garden Areas:

- i. excessive number of bird feeders/bird baths
- ii. clothing or other items for airing or drying
- iii. items or furnishings which may be pushed or blown off the Fenced Patios or Front Porches
- iv. dog houses

j. **Painting.** Bylaws Article V, Section 5(a). Exterior painting of all the Common Elements and Limited Common Elements is the responsibility of the Association.

k. **Planters.** Planter boxes are not allowed outside the Fenced Patio in front of the buildings. Planter boxes may be used on the Front Porches and inside the Fenced Patios. No more than three such boxes may be used on any one Front Porch or Fenced Patio. All planters must be secured to the Patio fencing in a non-permanent manner, so that they cannot be pushed or blown over. No planters or hardware may be attached to the outside of the Fenced Patio, buildings or Common Elements.

l. **Weight Limitations.** No additions or changes to Front Porches and Fenced Patios may be made without the prior written approval of the Board of Directors.

13. **Cable Television.** Units in the Condominium are cable ready. Contact local provider.

14. **Doors, Doorbells, Knockers, Handles, Locks, Weather Stripping & Other Hardware.** The maintenance of these items is the responsibility of the Unit Owner(s).

15. **Fire.** In the event of a fire occurring anywhere on the Common Elements or in a Unit, **IMMEDIATELY CALL THE FIRE DEPARTMENT.** The Managing Agent of the Condominium should be notified as soon as reasonably possible. Unit fire alarms, smoke detectors and other such devices are the responsibility of the Unit Owner(s).

16. **Grills.** Charcoal grills are prohibited at individual units. Existing grills as of July 15, 2004 are grandfathered and must be ten (10) feet from buildings.

17. **Interior Alterations and Relocation of Partitions.** No interior alterations are permitted that would affect the integrity of any load bearing walls. Unit Owners are responsible for coordinating such alterations with the Board of Directors.

18. **Landscaping and Planting.** Any landscape improvements outside of Fenced Patio areas shall be approved by the Board of Directors. Unit Owner will be responsible for the care and maintenance of any such landscaping.

19. **Leases.** Unit Owners are permitted to lease their Units in accordance with current policy (See Attached).

a. The lease shall be in written form.

b. The Unit Owner shall supply the Association with the name(s) and home and work telephone numbers of any tenants so that they can be reached if necessary. The Unit Owner should provide any tenants with vehicle and/or pet registration forms upon the execution of the lease. The completed forms should be forwarded to the Managing Agent within seven (7) days.

c. Unit Owners are responsible for all actions of their tenants, including actions which cause damage to the Common Elements, the Unit or violate the Governing Documents. Any debt to the Association incurred by the tenant will become the obligation of the Unit Owner in the form of an assessment against the Unit.

d. The City of Williamsburg Zoning Code Article I, Section 21-2 states that no more than three unrelated persons can reside in a household.

20. **Litter.** It is prohibited to litter or deposit debris on the Common Elements, including the Retention Pond (BMP).

21. **Mailboxes.** The mailboxes are located in a clustered area on the Common Elements. The Association will provide maintenance for the mailboxes. Additional keys and/or rekeying of mailbox are the responsibility of the Unit Owner.

22. **Main Entrance, Stairs, Front Porches and Walkways.** Nothing shall be stored or placed on the stairs, front porches and walkways leading to the main entrance doors, which create an obstruction.

23. **Moving.** Owners who are moving in or out of the Condominium must do so between the hours of 9:00 a.m. and 9:00 p.m. Moving vans may only be parked in the visitor parking spaces.

24. **Painting, Wallpapering, Decorating.** Interior painting, wallpapering and decorating is the responsibility of the Unit Owner.

25. **Pest Control.** The Association is responsible for pest extermination for the Common Elements ONLY. However, termite protection will be provided by the Association for each Unit. Please contact the "Managing Agent" if you notice a need for pest control on the Common Elements. Pest control in the individual Units **IS** the responsibility of the Unit Owner.

26. **Plumbing.** The plumbing becomes the Unit Owner's responsibility at the point it enters the unit. In addition, all other plumbing and utility circuits that serve only that unit regardless of location is the Unit Owner's responsibility.

27. **Porch Lights.** Porch lights are to be white in color. Both white and yellow "bug" lights are permitted. No other color is allowed. The replacement of missing or broken porch globes is the responsibility of the Unit Owner and should be replaced by the Unit Owner in a timely manner.

28. **Recycling.** All large cardboard boxes that do not have a waxy coating on the outside must be broken down and flattened and placed in the area behind the recycling bin.

29. **Relocation of Boundaries and Subdivision of Units.** Declaration of the Condominium Article IV, Sections 1 and 2.

30. **Sale of Unit.** Virginia law requires sellers of residential property to make certain disclosures to the purchasers. Upon the Unit Owner's request, the Association will provide a disclosure packet as required by the Condominium Act. The Association charges a fee for providing the disclosure packet.

31. **Seasonal Decorations.** Approval for seasonal decorations is not required so long as such decorations meet the following criteria:

a. The decorations are displayed only so long as they are appropriate.

b. The decorations do not make any sound.

c. The decorations are not attached in such a way as to mar the finish on the door.

d. Decorative holiday lighting shall not be operative prior to the 26<sup>th</sup> of November in any year, and removed not later than the following 7<sup>th</sup> of January. Lighting displays should not be objectionable to the Board of Directors.

e. Seasonal decorations are to be removed no later than two (2) weeks after the holiday.

32. **Security.** Unit Owners can enhance the security of the Condominium through awareness programs and by making sure Unit windows and doors are locked. A Unit Owner must notify the City of Williamsburg Police Department prior to the installation of a home burglar alarm system. If you observe any suspicious or criminal activity, **do not** call the Association. **IMMEDIATELY CALL THE POLICE DEPARTMENT.**

33. **Signs.** No sign, notice, or advertisement shall be posed, erected, or displayed upon the Common Elements or shall be visible from any unit, except for the following:

a. One "For Sale" or "For Rent" real estate or broker sign advertising a Unit for sale may be displayed from the interior of a window of the Unit for the period the Unit is for sale or rent. The sign must not exceed 4 sq. ft. in size and must be removed within fourteen (14) days from the date of the closing of the sale.

b. Signs or notices require by law to be posted during construction or repair work within a Unit.

c. Discreet security system notices, a decal or health alert notices are permitted.

34. **Solicitation.** All door-to-door **commercial** solicitation is prohibited. placing of materials on or under Unit doors is strictly prohibited unless express written permission is granted by the Board. Violations should be reported at once to the Association.

35. **Trash Removal.** The City of Williamsburg provides the trash removal service for the Condominium. All trash must be contained in sturdy plastic bags that are securely fastened. If you have large or bulky items to dispose of, you must make arrangements with the City of Williamsburg for pickup of these items.

36. **Utilities.**

a. Each Unit is individually metered for electricity. The heating and hot water tanks in each Unit are operated by natural gas and the air-conditioning systems in each Unit are operated by electricity. Each Unit Owner will be billed monthly by Virginia Power for electricity and will be billed monthly by Virginia Natural Gas for the natural gas used in his or her Unit. It is the responsibility of the Unit Owner to contact Virginia Power and Virginia Natural Gas regarding connection, disconnection or transferring the billing of the electricity and natural gas to a tenant.

b. The electricity for the lighting of the Common Elements is paid for through your Association assessment.

c. The Units are sub-metered for water and sewer service. Water and sewer charges for the Units are billed directly to the Unit Owner. The water and sewer service for the Common Elements are paid by the Association.

37. **Window Dressings.** Draperies, curtains or Venetian blinds must be installed at all windows within the Unit. All window dressings must show a white or off-white face to the exterior.

### **SECTION III**

#### **ADDITIONS, ALTERATIONS AND IMPROVEMENTS**

1. Article V, Section 7 of the Bylaws provides that no Unit Owner shall make structural or exterior addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors.

2. Article V, Section 1(g) of the Declaration provides that without the prior written consent of the Board of Directors, except on replacements of any real construction no Unit Owner shall install any electrical or telephone wire, television or communication antenna, air conditioning unit, awning or other machine, device or improvement upon any Unit or Common Elements in such a fashion that it protrudes from or through any roof, balcony, wall or window nor shall any blind, shade, drapes or screen be attached to or used in connection with any exterior windows or exterior doors.

3. A written request for approval of any structural addition, alteration or improvement must be made to the Board of Directors. The Board of Directors will respond to such request within thirty (30) days from the date of such request.

### **SECTION IV**

#### **PARKING AND VEHICLE RESTRICTIONS**

1. Unit Owners shall be limited to parking two approved vehicles on the Common Element parking lots. Additional vehicles must be approved by the Board.

2. All vehicles must be registered within seven (7) days of moving in or obtaining the new vehicle with the Managing Agent.

3. Parking shall be restricted to approved vehicles. Approved vehicles shall include conventional passenger vehicle, motorcycle, van and truck, recreational or commercial vehicle of two and one-half, or less, tons gross weight. All vehicles, including associated equipment or accessories, must be parked so as not to impede traffic or damage vegetation, obstruct traffic or create a safety hazard. The Board of Directors reserves the right to determine if any condition constitutes a hazard.

4. No signs, initials, numbers, storage containers or any other additions or alterations to parking spaces may be painted, displayed or erected by any owner without the prior written consent of the Board of Directors. This restriction does not apply to uniform numbering or letter system used by the Association.

5. No junk or derelict vehicles or other vehicle not displaying current registration, plates and City, County and State permits shall be kept in any parking space, nor shall any Unit Owner conduct repairs, routine maintenance, including oil changes, fluids (except in an emergency) or restorations of any motor vehicle or other vehicle upon any portion of the Common Elements. Vehicles may display a "for sale" sign no larger than two (2) square feet.

6. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise. Unit Owners are financially responsible for oil or other fluid leaks or other damage done to parking areas occupied by owner or tenants.

7. No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any type, recreation vehicles that is longer than eighteen (18) feet or wider than eight (8) feet or weighs more than 2 ½ tons, boats, motorcycles, mopeds, scooters or vans shall be parked or stored within the Common Elements. "Commercial vehicles" are vehicles which are not designed and used for customary, personal/family purposes. The absence of commercial lettering or graphics on a vehicle shall not be dispositive of whether it is a commercial vehicle. The foregoing restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles in connection with construction use or providing pick-up and delivery and other commercial services. Service vehicles for repairs and/or construction may park within the Common Elements between 7: a.m. and 8 p.m. except in the case of emergencies.

8. All motorized vehicles, including, but not limited to, trail bikes, motorcycles, dune buggies, snowmobiles and scooters, shall be driven only upon paved streets and parking areas. A speed limit of 15 MPH SHALL be observed within the parking areas and subdivision streets unless otherwise posted. No vehicles, including bicycles, skateboards and other recreational vehicles shall be driven on community trails, pathways, sidewalks or unpaved portions of the Common Elements, except such vehicles as are authorized by the Board as needed to maintain, repair or improve the Common Elements. This prohibition shall not apply to normal vehicular use of designated streets and lanes.

9. Complaints regarding the parking of vehicles should be directed to the Managing Agent.

10. The Board of Directors shall make a reasonable attempt to give notice in the form of written notice placed on the vehicle to the owner(s) of offending vehicles. If such vehicle is not removed or the violating condition corrected, the Board of Directors

shall have the offending vehicle towed at the expense and risk of the owner of the vehicle.

11. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions set forth in the Governing Documents may be towed by the Association at the sole expense of the owner of the vehicle as follows: (i) if the vehicle is parked in a NO PARKING ZONE or FIRE LANE, double parked or otherwise blocking throughways, or causing an emergency situation, it will be subject to towing without notice; and (ii) if the vehicle is not parked as provided in (i), then it may be towed by the Association if it remains in violation for 24 hours after a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of the towed vehicle for trespass, conversion, or otherwise, nor shall the Association be guilty of any criminal act, by reason of the towing. In cases of towing in which notice is required, once notice is posted, neither its removal, nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that the notice was properly posted shall be conclusive evidence of proper posting.

12. Parking of an Unit Owner, lessee, or guest vehicle for a period of longer than five (5) consecutive days is not permitted in the VISITOR parking spaces, unless approved by the Board of Directors. No unit may occupy more than two (2) parking spaces on a daily basis.

## SECTION V

### PET GUIDELINES

1. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number is prohibited in any Unit or upon the Common Elements, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted, provided, however, that such pets are not kept or maintained for commercial purposes and that any such pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis after the owner thereof has received notice from the Board of Directors regarding such disturbance shall be subject to permanent removal from the Condominium within ten (10) days after receipt of a written notice from the Board of Directors if the Board deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Board shall provide such notice as is reasonable under the circumstances.

2. The number of ordinary domestic pets, excluding caged animals and birds and those maintained in an aquarium or terrarium, shall not exceed two (2). The weight limit for any individual pet shall not exceed fifty (50) pounds unless approved by the Board of Directors. Existing dogs as of July 15, 2004 are grandfathered.

3. Pets shall not be permitted upon the streets or Common Elements unless accompanied by someone who can control the pet and unless carried or leashed (such leash not to extend more than 6 feet in length). No pet may be leashed to any stationary object on the Common Elements or kenneled on any deck. Pets must be curbed only in the areas defined as "pet areas." Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Common Elements. Generally, pet areas are defined as: (i) areas away from buildings, walkways, patio areas, gazebo area, and any amenities area; and (ii) such other areas defined by the Board of Directors. Pet owners are required to carry and use "Pooper Scoopers" and/or plastic bags at all times when pets are in Common Elements and Limited Common Element.

4. All pets shall be registered with the City of Williamsburg and inoculated as required by law. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.

5. All pets must be registered with the Association within seven (7) days of occupying any portion of the Condominium, using a form available from the Association.

6. Every female dog or cat, while in heat, shall be kept confined in the Unit by its Owner in such a manner that she will not be in contact with another animal nor create a nuisance by attracting other animals.

7. Cats shall not be left unattended outside the Unit.

8. No Owner shall inflict or cause cruelty in connection with any pet.

9. Any Owner who keeps or maintains any pet upon any portion of the Condominium agrees to indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

## **SECTION VI**

### **POOL**

1. Guests in the pool area must be accompanied by a Resident or Unit Owner at all times.

2. No more than five (5) guests are permitted by any one Resident at any one time without written approval of the Board of Directors.

3. More than five (5) guests constitutes a Special Event and a Special Event requires written approval by the Board of Directors fourteen (14) days prior to the event. The maximum number of individuals for any Special Event shall not exceed fifteen (15) persons.

4. Residents/Unit Owners are responsible to make sure that guests are properly supervised. The pool is open to all residents 9 a.m. to 9 p.m. daily. See Pool Rules Posted at the Pool.

5. No nude bathing or swimming at pool.

## **SECTION VII**

### **RETENTION POND (BMP)**

1. There shall be no fishing, swimming, diving, wading or skating in the retention pond (BMP).

## **SECTION VIII**

### **DUE PROCESS**

1. **Violation of Governing Documents.** Courtesy and cooperation among residents area must for community living. When complaints involve your neighbors, it is most often best to simply discuss the problem with them. Should the complaint remain unresolved or if you feel uncomfortable talking to your neighbor, please contact the Managing Agent to request assistance. The complaint filed with the Managing Agent should be in writing and should document the problem as thoroughly as possible. The Managing Agent will attempt to resolve the problem informally. Final recourse is available through the Board which will schedule a panel to hear the complaint.

a. **Informal Procedures for Violations of the Governing Documents.**

(i) Noncompliance with the Governing Documents may be noted by a resident, a Unit Owner, or member of the Association or by a city/county employee acting in an official capacity by initially reporting in writing to the Managing Agent. Such notice shall specify the time, date, place and nature of the violation.

(ii) Upon receipt of such notice, the Managing Agent shall attempt to secure compliance by phone call, personal contact or by sending notice to the Unit Owner and, if applicable, the resident stating the time, date, place and nature of violation to be corrected and notice that noncompliance repetition or such violation may result in imposition of sanctions, fines and/or legal action after notice and hearings by the Board of Directors. A record of this action and a copy of all notice sent by the Board or Managing Agent and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.

**b. Formal Procedures for Violations of the Governing Documents.**

(i) The filing of a formal complaint with the Board of Directors shall initiate the formal procedures set forth below. No Resident or Unit Owner may file a complaint unless the informal procedures set forth in paragraph 1 above have been exhausted and such violation was not corrected with the time period specified therefore in the notice sent by the Board or Managing Agent. The Complaint shall identify the specific provisions of the Governing Documents which the Unit Owner or resident is alleged to have violated or be in violation of, shall contain allegations of fact sufficient to support a finding of such violations, and shall, to the extent possible, specify the times, dates, places and persons involved and shall submit in writing the information the information listed above along with a description of the informal attempts already informal attempts already utilized to resolve the complaint.

(ii) Every resident or Unit Owner accused of a violation shall receive notice from the Association stating that a complaint has been filed and describing the general nature of the complaint. Before any disciplinary action is taken against such resident or Unit Owner, the resident or Unit Owner who is the subject of a formal complaint shall have the opportunity to be heard and represented by counsel before the Board of Directors. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Unit Owner and, if applicable to the resident, at the address(es) of record with the association at least fourteen (14) days prior to the hearing. If, after the hearing, the Board of Directors determines that a violation of the Rules has occurred, the Board shall have the power to assess charges against any Unit Owner for any violation for which the Unit Owner or the Unit Owner's family members, tenants, guests, or other invitees are responsible. The amount of any fines assessed by the Board shall be up to Fifty Dollars (\$50.00) for a single offense or Ten Dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as a special assessment against the Unit Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

2. **Interpretive Rulings.** Rulings of the Board of Directors may serve to (a) clarify the intent of provisions of the Association Instruments; (b) decide on the consistency of any such provisions with the other provisions of the Association Act or the Association Instruments, or (c) decide whether or not a rule or regulation was duly adopted.

a. **Petitions.** Any Unit Owner, officer or director or agent of the Association may petition the Board of Directors for an interpretive ruling by filing a written petition directed to the Board of Directors at the Association office.

b. **Decisions.** Within thirty (30) days of receipt of the petition, the Board of Directors shall issue a decision. Such decision shall be forwarded to the party requesting the decision and shall be distributed to the other Unit Owners by newsletter or other means.

3. **Appeals.** Any decision of any committee may be appealed to the Board of Directors, provided that all other avenues of resolution, as provided herein, have been pursued. The Board may make a preliminary review of the circumstances and materials relative to the case and made a determination as to whether it will hear the appeal.

a. **Election Not to Hear Appeal.** The Board may, based on the preliminary review, elect not to hear the appeal, in which case the Board will so inform the appealing party and the decision of the Committee shall stand.

b. **Election to Hear Appeal.** Should the Board of Directors elect to hear the appeal, a hearing will be scheduled by the Board of Directors.

c. **Decision of the Board.** Upon hearing the appeal, the Board may, in its discretion elect to (i) uphold; (ii) modify; or (iii) reverse the decision of the Committee.

4. **Further Actions.** All available avenues of resolution must be exhausted before any Unit Owner may resort to a court of law for relief with respect to any alleged violation by another member of any of the Association Instruments or the Governing Documents.

**Adopted: July 15, 2004**

**WESTGATE AT WILLIAMSBURG BOARD OF DIRECTORS**

\_\_\_\_\_  
Vivian Prescott

\_\_\_\_\_  
Michael Witt

*Signed  
7/15/2004  
[Signature]*

\_\_\_\_\_  
Chris Stefanski

\_\_\_\_\_  
Andy Pare'

\_\_\_\_\_  
Jim Sublett

**WESTGATE AT WILLIAMSBURG**

**ARCHITECTURAL REVIEW APPLICATION FOR IMPROVEMENTS**

(Please Print All Information Clearly)

Lot Number \_\_\_\_\_

Street Address of Property \_\_\_\_\_

Owner's Name \_\_\_\_\_

Telephone Number: Daytime (\_\_\_\_) \_\_\_\_\_ Evening (\_\_\_\_) \_\_\_\_\_

Email Address (Optional) \_\_\_\_\_

Address for Correspondence: \_\_\_\_\_  
(If Different than Property Address)

Briefly Describe Improvement Request: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Attachments: (Please make sure that all required items are attached and that the form is completed fully. Incomplete applications may not be processed until the requisite information is received. The Architectural Review Committee (ARC) for the Westgate Condominiums has thirty (30) days **from the day of receipt of a completed application** to respond to your application.

- \* A site plan / plat of the lot showing the proposed location on the lot of the improvement. Include dimensions from the improvement to the property lines.
- \* A complete description of materials, specifications, color, and if possible, a brochure or Photo showing height details, etc.
- \* Submit completed application to: Berkeley Realty Property Management Inc., 907 Richmond Road, Williamsburg, VA 23185; or fax to (757) 229-8208.

Please remember that the Architectural Review Committee has (30) thirty days from the date of receipt by the Committee to recommend approval or disapproval of architectural applications. If all information is not provided with the initial application this may delay your request.

\_\_\_\_\_  
(Homeowner's Signature)

\_\_\_\_\_  
(Date)

.....  
(Please do not write below this line)

Application:    ( ) Approved.  
                  ( ) Approved with changes or conditions noted.  
                  ( ) Disapproved, More information is needed: \_\_\_\_\_

\_\_\_\_\_  
( ) Disapproved.

- Approval is good for twelve months from date of approval. If improvement is not completed with that time period, ARC approval is deemed to be voided and the application must be resubmitted to the Committee. Approval by the ARC Committee does not warrantee contractor's performance or workmanship. Property owners are responsible for compliance with all permit requirements or building codes if applicable.

\_\_\_\_\_  
(Committee Signature)

\_\_\_\_\_  
(Committee Signature)

Date: \_\_\_\_\_