

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM made this 20th day of November, 1986, by Wintergreen Development, Inc. a Virginia Corporation with its home office located at Wintergreen, Virginia 22958.

W I T N E S S E T H :

WHEREAS, Wintergreen Development, Inc., (the Declarant) is the fee simple owner of the hereinafter described real property; and

WHEREAS, the Declarant, in compliance with the Virginia Condominium Act, Sections 55-79.39 et seq. of the Code of Virginia (1950) (as amended) (the Act), wishes to submit the real property, (the Property); and the improvements thereon, to the provisions of the Act;

NOW THEREFORE, in consideration of the premises, the Declarant does hereby submit the hereinafter described Property, with all improvements thereon whether heretofore or hereafter constructed, and all appurtenances thereto, to the provisions of the Act, and does hereby establish a condominium with respect to said Property, to be known as Overlook, a Condominium, (Overlook). All of said Property (including appurtenances and improvements), shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated or encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth or incorporated by reference herein, and shall be deemed to run with and bind the land, and which shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof and shall inure to the benefit of each owner thereof.

1. DESCRIPTION:

A. Original: The Declarant has constructed on the Property situated in Nelson County, Virginia, more particularly described in "Exhibit A" attached hereto and incorporated herein by reference a residential building containing a total of twelve (12) Condominium Units as the term "Unit" is defined in Section 55-79.41 of the Act, hereinafter, (Unit); which Units are located in accordance with and are

SEE PAGE 1
 PLAN REFERENCE
 SECTION 5 177-185

described in the Unit Location Map and Floor Plans which are incorporated herein by reference as "Exhibit B".

Each Unit Owner, as that term is defined in Section 55-79.41 of the Act, by acceptance of a deed therefore, agrees that he has had full opportunity to inspect and examine the Unit thus acquired by him and waives any claim or demand which he might otherwise have had against the Declarant or any other person whomsoever as a result of any discrepancy between the Unit as it then exists and as it is described in this Declaration, the exhibits attached hereto, and the architectural plans and specifications. The ownership of each Unit shall include, but not be limited to an undivided interest in the Common Elements, membership in the Overlook Condominium Unit Owner's Association, (herein, the Association), and an undivided interest in the funds and assets of the Association.

B. Expansion:

1. The Declarant hereby specifically reserves the option to expand this condominium to a total of no more than forty-eight (48) Units.

2. There are no limitations on the option so reserved, except for the provisions in regard to total number of Units and in regard to the density of Units, as hereinafter set out. The consent of Unit Owners shall not be required.

3. The option to expand the condominium if not sooner exercised, shall expire seven years from the date of recordation of this Declaration in the Clerk's Office of the Circuit Court of Nelson County. Except for such time limitation, the reserved option shall remain open to Declarant until exercised or until a written agreement is recorded by the Declarant in the Clerk's Office of the Circuit Court of Nelson County specifically waiving and relinquishing such option.

4. The land which may be added to the condominium, henceforth referred to as "additional land", shall be that designated as additional land on the plat attached as Exhibit A hereto.

5. The Declarant may at its option add additional phases to the condominium in any number and in any order provided that any phases

added must adjoin either another phase and/or the original land contained in the condominium, (Phase I as described in Exhibit A hereto).

6. Different portions (Phases) of the additional land may be added to the condominium at different times. Additional Phases may be added in any order so long as the entire condominium is contained within one contiguous piece of real estate.

7. There are no limitations on the location of any improvements on any parcel of additional land.

8. No more than thirty-six (36) Units may be constructed on the additional land. The maximum number of additional units per acre of additional land at any time shall not exceed fifteen (15).

9. All Units located on such additional land shall be restricted exclusively to residential use provided that one residential Unit may be used as a Model by Declarant. Residential use shall include accessory uses such as parking areas, paths, and storage areas.

10. Any structures erected on the additional land added to the condominium will be comparable in terms of quality of construction with the structures on the submitted land, but there is no assurance that such structures will have the same principal materials or architectural style.

11. There shall be no limitations on what other improvements other than the condominium Units, shall be made on the additional land, except that no improvements shall be placed thereon for commercial or other than residential purposes and any such improvements shall be complimentary to and for the use of the owners and residents of the Units.

12. Any Units constructed on any portion of the additional land will be residential Units, but there is no assurance that they will be substantially identical to the Units on the submitted land nor is there any limitation of the type of Unit except to the extent affected by Paragraph 10. above.

13. Declarant reserves the right to create limited common elements within the additional land such as balconies, patios, ski closets or other appurtenances to an individual Unit which are designated as limited common elements at the time the additional land is

added to the condominium, but there shall be no area designated therein as common elements which may subsequently be assigned as limited common elements except that there may be assigned no more than two parking spaces to each Unit constructed therein as limited common elements for such Unit. Except as to the parking areas described above, no assurances are made as to the types, sizes and maximum number of any limited common elements.

II. TYPES, AREA AND CONTENT OF UNITS: Each of the Units of Overlook shall be composed of the rooms and contain the square footage of interior space as described, enumerated and as shown in Exhibit "B" to this Declaration, subject only to possible minor variations as may occur in the course of construction.

III. HORIZONTAL AND VERTICAL BOUNDARIES: All Units of Overlook shall be shown on the Exhibit "B" and, excepting the items stated in VI. B., below, shall include that part of the structure which lies within the following boundaries together with any separate heating or air-conditioning equipment not within such boundaries but serving only such Unit.

A. Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

1. **Upper Boundary:** The plane(s) of the exterior side of the sheetrock or other finished ceiling surface at the top of the Unit.

2. **Lower Boundary:** The plane(s) of the interior side of the sub-flooring located at the bottom of the Unit.

B. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical plane which includes the outermost surface of the sheetrock or other finished wall surface of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

These definitions setting forth the Unit boundaries shall be governed by the provisions of Sub-sections 55-79.50 (b & c) of the Act.

All boundaries of Units shall be physical, as-built boundaries. The boundaries of the Units shall not be relocated nor shall the Units be sub-divided.

IV. COMMON ELEMENTS:

A. The Common Elements of Overlook shall consist of all portions of the condominium not included within the boundaries of any Units; and

B. All items set forth in Section 55-79.50 (c) of the Act which are located within a Unit and which serve more than one Unit or any portion of the Common Elements.

C. Any deck(s) and balcony as well as the exterior closet associated with a Unit on Exhibit "B" shall be deemed a limited common element appertaining to such Unit only.

V. INTEREST IN COMMON ELEMENTS:

A. Ownership of the Common Elements as described herein shall be by the Unit Owners as tenants in Common. The undivided interest of each Unit Owner in and to the Common Elements at any particular time and the share of each Unit Owner in the expense of operating and maintaining the Common Elements shall be a fraction in which the numerator is one and the denominator, the total number of Units in the Condominium. The undivided interest of each Unit Owner in the Common Elements is appurtenant to the Unit owned by him and no such interest shall be deemed to be conveyed or encumbered or to otherwise pass without the Unit or be portioned from the Unit. Each Unit Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Unit Owners.

B. The interests assigned herein do not necessarily reflect or represent the relative selling price or actual value of any Unit and no opinion, appraisal, sale or market value transaction of one Unit at a greater or lesser price than another Unit shall be interpreted as requiring or permitting any change in the undivided interest assigned herein.

C. The use of the Common Elements shall be governed by the By-Laws and rules and regulations adopted by the Association as provided for in Section 55-79.73 of the Act. The Common Expenses, as defined in Section 55-79.41 (b) of the Act shall be borne among the Unit Owners in direct proportion to their interest in the Common Elements as defined in Article V. A. above.

D. The Common Elements shall remain undivided and no Unit Owner may bring any action for partition or division of these Common Elements except as provided in Article XIII. below.

E. In the event Declarant exercises its option to add additional land as set forth in Paragraph I. B. above of this Declaration, the Common Elements shall be apportioned evenly between all the Units, both the original Units submitted hereby and the Units contained on the additional, such that, when the additional land is added, each Unit in the original plan and on the additional land shall have an undivided interest in the Common Elements which is determined by a fraction in which the numerator is one and the denominator is the total number of Units contained in the expanded Condominium. Upon exercise of the option to add additional land, the Declarant shall cause the recording of such plats and plans as required by the Virginia Condominium Act, Section 55-79.39 et seq., Code of Virginia, 1950 as amended and simultaneously therewith shall execute and record an amendment to this Declaration reallocating the undivided interest in the Common Elements on the basis hereinabove set out.

VI. ADMINISTRATION: The administration of Overlook Condominium shall be conducted in accord with the provisions of this Declaration and the By-Laws of the Association attached hereto as Exhibit "C".

VII. EASEMENTS:

A. Enjoyment of Common Elements: Every Unit Owner shall have a right to use an easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit. Any Unit Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Elements to the members of his family, his guests or to his tenants who reside in his Unit.

B. Encroachments and Support: Each Unit and the property included in the Common Elements shall be subject to an easement for encroachments as set forth in Section 55-79.60 of the Act.

C. Utilities, etc.: There is hereby granted a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining a master television antenna/cable system and all utilities including but not limited to,

water, sewers, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units. Notwithstanding anything to the contrary contained in this sub-paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as programmed and approved by the Declarant, prior to the recordation of this Declaration, or thereafter approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant or Association shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article VII. shall in no way affect any other recorded easement on the Property.

D. Easements to Wintergreen: The Declarant does hereby reserve unto itself, its successors and assigns, the easements and rights-of-way as hereinafter provided:

1. An easement to facilitate sales and to maintain a sales office and model Unit within the Condominium. Under this easement, the Declarant, its duly authorized agents, representatives and employees shall have the right to use a condominium Unit as a Model Unit and/or sales office to show to prospective purchasers and otherwise use in the course of the sale of condominium Units. Such Unit may be either retained by the Declarant or sold and leased back by the Declarant. The owner of the Model Unit shall have the same rights, obligations and responsibilities with respect to such Unit as any other Unit Owner provided, however, that such Model Unit shall be the only Unit which may be used for commercial purposes. Declarant shall have the right to designate any condominium Unit as the Model Unit provided either that the Declarant has retained its ownership of such Unit or that Declarant has leased such Unit from its owner under a lease providing that such Unit shall be the Model Unit.

2. The easement and rights-of-way granted herein may be exercised by any licensee of the Declarant, but the granting of the aforesaid easements and rights-of-way shall not be considered an obligation of the Declarant to provide or maintain any of the aforesaid utilities or services.

E. Repairs: The Association, or its designee, shall have the right to enter any Unit when necessary to carry out any repair, maintenance, landscaping, or construction for which the Association is responsible or for which any Unit Owner is responsible and has not completed after written notice to the Unit Owner from the Association. The entry by the Association shall be made with as little inconvenience to the Unit Owner as practicable and any damage caused shall be repaired at the expense of the Association unless the entry is made to perform any obligation for which the Owner is responsible, in which event the entry and all work shall be done at the risk and expense of the Unit Owner.

F. Emergency Services: There is hereby granted a blanket easement to the Association, its directors, officers, agents and employees, to any Manager employed by or on behalf of the Association and to all policemen, firemen, ambulance personnel and all similar persons without prior written notice to enter upon the property subject to this Declaration, By-Laws and Rules of the Association, in the event of emergencies or immediate danger to the Unit, to other Units or to the Common Elements.

G. Exercise of Easements, Notice; Except when an emergency situation arises or in furnishing (but not installing), or in repairing utility services, the rights accompanying the easements provided by this Article VII. shall be exercised only during reasonable daylight hours and then whenever practicable only after advance notice, to and with the permission of, the Unit or tenant directly affected thereby unless otherwise provided in Paragraph E. of this Article.

VIII. RESTRICTIVE AND AFFIRMATIVE COVENANTS:

A. Every person who is the record owner of a whole or partial interest in any Unit which is part of Overlook and which is subject to this Declaration or any amendments thereto, shall be both a member of

the Overlook Condominium Unit Owner's Association and a member of The Wintergreen Property Owner's Association, with all the rights and privileges of such membership and subject to all corresponding obligations including the payment of annual and special assessments. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

B. In addition to the provisions of this Declaration and any amendments thereto, the property comprising Overlook is expressly subject to the provisions of:

The "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property In Wintergreen", recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 137, at Page 568.

The "Declaration of Covenants and Restrictions of The Wintergreen Property Owner's Association and Wintergreen, a Virginia Limited Partnership", which Declaration is recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 137, at Page 589, as amended, and the

"Affirmative Obligations and Conditions - Multiple-Family Covenants", dated September 10, 1974, and of record in said Clerk's Office in Deed Book 137, at Page 646, and

The "Declaration Subjecting a Portion of Wintergreen, Nelson and Augusta Counties, Virginia, to a Covenant and Restriction Against Timesharing", which Declaration is recorded in said Clerk's Office in Deed Book 215, at page 469, all of which Declarations are incorporated herein by reference.

IX. CHANGES BY DECLARANTS: Nothing contained in this Declaration shall be deemed to affect in any way whatsoever the right of the Declarant, its successors or assigns, to sell or to change the location, design, method of construction, grade, elevation or any other part or feature of a Unit prior to the contracting for the conveyance of the Unit to a purchaser, or to impose upon the Declarant, its successors or assigns any obligation of any nature to build, construct or provide any

portion of Overlook prior to entering into a contract for the purchase and sale of a Condominium Unit.

X. MANAGEMENT:

A. **Establishment of Assessments:** The Association shall establish and collect an equal assessment for each Unit from the Owners of such Unit to provide for the payment of Common Elements as defined in Section 55-79.41 (b) of the Act. An initial assessment shall be charged to each Purchaser of a Unit (other than the Declarant) upon the initial conveyance of such Unit from the Declarant to such Purchaser. The initial assessment shall be in an amount established by Declarant prior to the filing hereof in the Clerk's Office of the Circuit Court of Nelson County, Virginia. Subsequent to the initial assessment, assessments made by the Association shall be in amounts sufficient to meet the Association's estimate of expenses set forth in an operating budget. The determination of Common Elements and assessments shall be as set forth in the By-Laws of the Association attached hereto as Exhibit "C".

B. **Liability for Assessments:** The assessments imposed by the Association in accord with the provision of the By-Laws for the maintenance and operation of the Common Elements shall constitute a lien upon each Unit superior to all other liens, other than liens for real estate taxes and liens for first mortgage or first trust financing securing institutional lenders recorded prior to the perfection of the lien for the assessments of the Association. In addition, each Unit Owner shall be personally liable for all such assessments imposed by the Association which may be due but unpaid at the time he acquires a Unit or which may become due and payable during any time while he owns his Unit.

No Unit Owner may exempt himself from liability for assessments to his Unit for the cost of the maintenance and operation of the Common Elements by the abandonment of his Unit.

XI. MAINTENANCE, REPAIR AND INTERNAL CHANGES OF UNITS:

A. Every Unit Owner must promptly perform all maintenance and repair work within his own Unit excluding however, the Common Elements described in Article IV. (B.) hereof which if omitted would affect Overlook, in its entirety, or other Units which shall specifically

include, but not be limited to, maintaining heat within the Unit to protect against freezing pipes.

B. Every Unit Owner shall be responsible for the repairs and/or replacement of accessories within or attached to a Unit and serving only such Unit, such as water, electricity, gas, power, sewerage, telephones, air-conditioners, sanitary installations, doors, windows, screens, lamps and all other accessories belonging to a Unit. The maintenance and repair of the outside portion of the heater/air-conditioner furnishing service to the Unit shall be at the Unit Owner's individual expense.

C. A Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Element damaged through the Unit Owner's negligence or failure to promptly perform all maintenance and repair work within his Unit. Such amounts shall provide for the same lien as is provided for assessments levied by the Association.

D. A Unit Owner shall not make structural modifications or exterior alterations to his Unit or its equipment without previously notifying the Association in writing through the President of the Association, and obtaining the Association's written consent. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration, which may then be completed in accordance with the submitted proposals as if the Association's consent had been given.

XII. CONDEMNATION: The rights of Declarant, the Association, all Unit Owners and any institutional first lien creditors shall be determined by the provisions of Section 55-79.44 of the Code of Virginia, 1950 as amended, in the event of any exercise of the right of eminent domain against Overlook.

XIII. TERMINATION: This Declaration and Overlook Condominium Regime may be terminated and the Property removed from the provisions of the Act, or this Declaration and/or the By-Laws may be amended, pursuant to the provisions of Section 55-79.72 of the Act.

IN WITNESS WHEREOF, Wintergreen Development, Inc., has caused this Declaration to be executed on the date first above mentioned.

WINTERGREEN DEVELOPMENT, INC.

BY: Edward P. Spears

TITLE: President

STATE OF Virginia

To-Wit:

CITY/COUNTY OF Nelson

The foregoing instrument was acknowledged before me this the 20th day of November, 1986, by Edward P. Spears, President of Wintergreen Development, Inc., on behalf of the Corporation.

My commission expires: 1-20-87

Diana Kay Martin
NOTARY PUBLIC

AFFIX NOTARIAL SEAL:

AMENDMENTS ADDING
3 PAGES NOT
INCLUDED.

shall remain in full force and effect, are incorporated herein by reference, and this Amendment shall be considered a supplement thereto.

IN WITNESS WHEREOF, Wintergreen Development, Inc., has caused this Amendment to be executed by a duly authorized officer on the date hereinabove first mentioned.

WINTERGREEN DEVELOPMENT, INC.

BY: _____
Edward P. Spears,
President

STATE OF VIRGINIA
To-Wit:
COUNTY OF NELSON

The foregoing instrument was acknowledged before me this the _____ day of _____, 1987, by Edward P. Spears, President of Wintergreen Development, Inc., on behalf of the Corporation.

My commission expires: _____

NOTARY PUBLIC

AFFIX
NOTARIAL
SEAL:

OVERLOOK, A CONDOMINIUM
FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME

THIS AMENDMENT is made this the _____ day of _____, 1987, to the Declaration of Condominium Regime for Overlook, a Condominium originally registered in the office of the Virginia Condominium Administrator on January 14, 1986, as Condominium Registration Number 85-222, which Declaration was originally recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 240, at Page 323.

W I T N E S S E T H :

WHEREAS, Wintergreen Development, Inc., (the Declarant), is the fee simple owner of the hereinafter described real property;

WHEREAS, the Declarant has previously recorded its Declaration creating the Overlook Condominium Regime for Overlook, a Condominium, (Overlook), in the Wintergreen Development, Nelson County, Virginia and by such Declaration specifically reserved the option to expand the Regime in accordance with Section 55-79.63 of the Code of Virginia (1950 as amended); and

WHEREAS, the Declarant now wishes to expand the Condominium Regime to include Phase 4 in addition to Phases 1, 2 and 3 heretofore covered by the Regime.

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby specifically exercise the option which it reserved pursuant to Section I. B. of the Declaration of Condominium Regime for Overlook to expand the Regime to include the hereinafter described land and twelve (12) additional Units constructed thereon, as hereinafter described, and to reallocate the undivided interests in the common elements held by each Unit Owner.

1. Description. The land to be added to the Condominium Regime by this Amendment is more completely described by metes and bounds on the plat attached hereto as Exhibit A, Phases 1 thru 4, on which it is shown as "Phase 4" and contains a total land area of 1.008 acres, more or less.

OVERLOOK,

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME

THIS AMENDMENT is made this the 29th day of December, 1986, to the Declaration of Condominium Regime for Overlook, a Condominium originally registered in the office of the Virginia Condominium Administrator on January 14, 1986, as Condominium Registration Number 85-222, which Declaration was originally recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 240, at Page 323,

W I T N E S S E T H :

WHEREAS, Wintergreen Development, Inc., (the Declarant), is the fee simple owner of the hereinafter described real property;

WHEREAS, the Declarant has previously recorded its Declaration creating the Overlook Condominium Regime for Overlook, a Condominium, (Overlook), in the Wintergreen Development, Nelson County, Virginia and by such Declaration specifically reserved the option to expand the Regime in accordance with Section 55-79.63 of the Code of Virginia (1950 as amended); and

WHEREAS, the Declarant now wishes to expand the Condominium Regime to include Phase 2 in addition to the Phase 1 originally covered by the Regime.

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby specifically exercise the option which it reserved pursuant to Section I. B. of the Declaration of Condominium Regime for Overlook to expand the Regime to include the hereinafter described land and twelve (12) additional Units constructed thereon, as hereinafter described, and to reallocate the undivided interests in the common elements held by each Unit Owner.

1. Description. The land to be added to the Condominium Regime by this Amendment is more completely described by metes and bounds on the plat attached hereto as Exhibit A, Phases 1 and 2, on which it is shown as "Phase 2" and contains a total land area of 1.045 acres, more or less.

2. Description of Unit. Declarant has constructed on the land described as Phase 2 in Paragraph 1. above, twelve (12) residential Units as that term is defined in Section 55-79.41 of the Act, and the building containing such Units is located in accordance with Exhibit A., Phases 1 and 2 attached hereto. The vertical and horizontal boundaries of the Units in Phase 1 are as shown in Exhibit B to the original Declaration, and the vertical and horizontal boundaries of the Units in Phase 2 are as shown in Exhibit B to this Amendment.

3. Common Elements.

A. The Common Elements of Overlook shall consist of all portion of the condominium not included within the boundaries of any Units; and

B. All items set forth in Section 55-79.50 (c) of the Act which are located within a Unit and which serve more than one Unit or any portion of the Common Elements; and

C. The rear porch or deck and exterior closet of each Unit which shall be deemed a limited common element appertaining to such Unit exclusively.

4. Interest in Common Elements. In accordance with Paragraph V. E. of the Declaration of Condominium Regime for Overlook, the ownership interest in the common elements and voting rights in the Unit Owner's Association, shall be one-twenty-fourth, (1/24th.) undivided interest appurtenant to each Unit in both Phases created by the original Declaration of Condominium and by this Amendment to such Declaration.

5. Unit Owner's Association. The By-Laws of the Overlook Condominium Unit Owner's Association specifically provide for expansion of the Regime and cover the voting and property rights as well as assessments and duties of Unit Owners. The By-Laws are recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, with the original Declaration and are incorporated hereby by reference as Exhibit

C.

6. Purpose. The purpose of this Amendment is to expand Overlook to a total of twenty-four (24) Units, pursuant to the option reserved in the Declaration and except for such expansion as herein set out, all the terms and conditions of the Overlook Declaration of Condominium Regime shall remain in full force and effect, are incorporated herein by

2. Description of Unit. Declarant has constructed on the land described as Phase 3 in Paragraph 1. above, twelve (12) residential Units as that term is defined in Section 55-79.41 of the Act, and the building containing such Units is located in accordance with Exhibit A, Phases 1, 2 and 3 attached hereto. The vertical and horizontal boundaries of the Units in Phase 1 are as shown in Exhibit B to the original Declaration, and the vertical and horizontal boundaries of the Units in Phases 2 and 3 are as shown in Exhibits B to the First Amendment and to this Amendment respectively.

3. Common Elements.

A. The Common Elements of Overlook shall consist of all portions of the condominium not included within the boundaries of any Units; and

B. All items set forth in Section 55-79.50 (c) of the Act which are located within a Unit and which serve more than one Unit or any portion of the Common Elements; and

C. The rear porch or deck and exterior closet of each Unit which shall be deemed a limited common element appertaining to such Unit exclusively.

4. Interest in Common Elements. In accordance with Paragraph V. E. of the Declaration of Condominium Regime for Overlook, the ownership interest in the common elements and voting rights in the Unit Owner's Association, shall be one-thirty-sixth, (1/36th.) undivided interest appurtenant to each Unit in both Phases created by the original Declaration of Condominium and by this Amendment to such Declaration.

5. Unit Owner's Association. The By-Laws of the Overlook Condominium Unit Owner's Association specifically provide for expansion of the Regime and cover the voting and property rights as well as assessments and duties of Unit Owners. The By-Laws are recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, with the original Declaration and are incorporated hereby by reference as Exhibit C.

6. Purpose. The purpose of this Amendment is to expand Overlook to a total of thirty-six (36) Units, pursuant to the option reserved in the Declaration and except for such expansion as herein set out, all the terms and conditions of the Overlook Declaration of Condominium Regime

OVERLOOK, A CONDOMINIUM
THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME

THIS AMENDMENT is made this the _____ day of _____, 1987, to the Declaration of Condominium Regime for Overlook, a Condominium originally registered in the office of the Virginia Condominium Administrator on January 14, 1986, as Condominium Registration Number BS-222, which Declaration was originally recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 240, at Page 323.

W I T N E S S E T H :

WHEREAS, Wintergreen Development, Inc., (the Declarant), is the fee simple owner of the hereinafter described real property;

WHEREAS, the Declarant has previously recorded its Declaration creating the Overlook Condominium Regime for Overlook, a Condominium, (Overlook), in the Wintergreen Development, Nelson County, Virginia and by such Declaration specifically reserved the option to expand the Regime in accordance with Section 55-79.63 of the Code of Virginia (1950 as amended); and

WHEREAS, the Declarant now wishes to expand the Condominium Regime to include Phase 3 in addition to Phases 1 and 2 heretofore covered by the Regime.

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby specifically exercise the option which it reserved pursuant to Section I. B. of the Declaration of Condominium Regime for Overlook to expand the Regime to include the hereinafter described land and twelve (12) additional Units constructed thereon, as hereinafter described, and to reallocate the undivided interests in the common elements held by each Unit Owner.

1. Description. The land to be added to the Condominium Regime by this Amendment is more completely described by metes and bounds on the plat attached hereto as Exhibit A, Phases 1, 2 and 3, on which it is shown as "Phase 3" and contains a total land area of .974 acres, more or less.

2. Purpose. The purpose of this Amendment is to correct the descriptions of Units 1616, 1617, 1618, 1619, 1620 and 1621 pursuant to the authority granted in Section 55-79.72(f) of the Code of Virginia and except for such correction as herein set out, all the terms and conditions of the Overlook Declaration of Condominium Regime and of the First Amendment to the Declaration of Condominium shall remain in full force and effect, are incorporated herein by reference, and this Amendment shall be considered a supplement and correction thereto.

IN WITNESS WHEREOF, Wintergreen Development, Inc., has caused this Amendment to be executed by a duly authorized officer on the date hereinabove first mentioned.

WINTERGREEN DEVELOPMENT, INC.

BY: Edward P. Spears
Edward P. Spears, President

STATE OF VIRGINIA
To-Wit:
COUNTY OF NELSON

The foregoing instrument was acknowledged before me this the 2nd day of February, 1987, by Edward P. Spears, President of Wintergreen Development, Inc., on behalf of the Corporation.

My commission expires: 10/3/89

Kay M Campbell
NOTARY PUBLIC

AFFIX
NOTARIAL
SEAL:

\$ 207.208

State Tax 039	\$ 6
County Tax 213	\$ 1
Transfer Fee	\$ 1
Clerk's Fee	\$ 10.00
Plots	\$ 20.00
State Tax 036	\$ 1
County Tax 220	\$ 1
Total	\$ 39.01

Recorded in the Clerk's Office of the Circuit Court of Nelson County, Va. on Feb 3 1987. This writing was admitted to record at 4:30 o'clock P.M. and the tax imposed by § 55-79.72 of the Code in the amount of \$ 207.208 has been paid.

TESTE: ROSEMARY E. DAVIS Clerk
BY: Janice Adams Deputy Clerk

Declaration
Jed
135 Albany 3, 1987
Janice Adams

OVERLOOK, A CONDOMINIUM
SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME
A DOCUMENT OF CORRECTION

THIS AMENDMENT is made this the 2nd. day of February, 1987, to the Declaration of Condominium Regime for Overlook, a Condominium originally registered in the office of the Virginia Condominium Administrator on January 14, 1986, as Condominium Registration Number 85-222.

- W I T N E S S E T H -

WHEREAS, Wintergreen Development, Inc., (the Declarant), is the fee simple owner of the hereinafter described real property;

WHEREAS, the Declarant has previously recorded its Declaration creating the Overlook Condominium Regime for Overlook, a Condominium, (Overlook), in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 240 at Page 323; and

WHEREAS, the Declarant has previously recorded its First Amendment to the Overlook Condominium First Amendment to the Declaration of Condominium Regime in the aforesaid Clerk's Office in Deed Book 242 at Page 170; and

WHEREAS, there was a drafting error in pages 5 and 6 of Exhibit B to the First Amendment which resulted in the depictions of units 1616, 1617, 1618, 1619, 1620 and 1621 being reversed from the actual layouts of such units.

NOW, THEREFORE, in consideration of the premises, the Declarant pursuant to Section 55-79.72(f) of the Code of Virginia (1986 Replacement Volume), does hereby exercise its right to unilaterally execute and record a corrective amendment to the condominium instruments for the Overlook Condominium.

1. Description of Unit. The correct vertical boundaries of the Units 1616, 1617, 1618, 1619, 1620 and 1621 in Phase 2 are as shown in corrected pages 5 and 6 to the First Amendment to the Declaration of Condominium which is attached hereto.

2. Description of Unit. Declarant has constructed on the land described as Phase 4 in Paragraph 1. above, twelve (12) residential Units as that term is defined in Section 55-79.41 of the Act, and the building containing such Units is located in accordance with Exhibit A., Phases 1 thru 4 attached hereto. The vertical and horizontal boundaries of the Units in Phase 1 are as shown in Exhibit B to the original Declaration, and the vertical and horizontal boundaries of the Units in Phases 2, 3 and 4 are as shown in Exhibits B to the First Amendment, to the Third Amendment and to the Fourth Amendment respectively.

3. Common Elements.

A. The Common Elements of Overlook shall consist of all portion of the condominium not included within the boundaries of any Units; and

B. All items set forth in Section 55-79.50 (c) of the Act which are located within a Unit and which serve more than one Unit or any portion of the Common Elements; and

C. The rear porch or deck and exterior closet of each Unit which shall be deemed a limited common element appertaining to such Unit exclusively.

4. Interest in Common Elements. In accordance with Paragraph V. E. of the Declaration of Condominium Regime for the Overlook, the ownership interest in the common elements and voting rights in the Unit Owner's Association, shall be one-forty-eighth, (1/48th.) undivided interest appertaining to each Unit in all Phases created by the original Declaration of Condominium and by the First, Second and Third Amendments to such Declaration.

5. Unit Owner's Association. The By-Laws of the Overlook Condominium Unit Owner's Association specifically provide for expansion of the Regime and cover the voting and property rights as well as assessments and duties of Unit Owners. The By-Laws are recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, with the original Declaration and are incorporated hereby by reference as Exhibit C.

6. Purpose. The purpose of this Amendment is to expand the Overlook to a total of forty-eight (48) Units, pursuant to the option reserved in the Declaration and except for such expansion as herein set

out, all the terms and conditions of the Overlook Declaration of Condominium Regime shall remain in full force and effect, are incorporated herein by reference, and this Amendment shall be considered a supplement thereto.

IN WITNESS WHEREOF, Wintergreen Development, Inc., has caused this Amendment to be executed by a duly authorized officer on the date hereinabove first mentioned.

WINTERGREEN DEVELOPMENT, INC.

BY: _____

Edward P. Spears,
President

STATE OF VIRGINIA
To-Wit:
COUNTY OF NELSON

The foregoing instrument was acknowledged before me this the _____ day of _____, 1987, by Edward P. Spears, President of Wintergreen Development, Inc., on behalf of the Corporation.

My commission expires: _____

NOTARY PUBLIC

AFFIX
NOTARIAL
SEAL:

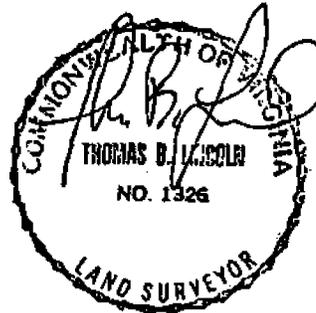
KURT M. GLOCKNER, P.E., P.L.S.
AND LAND PLANNER
THOMAS B. LINCOLN, P.L.S.
AND LAND PLANNER
MARK P. OSBORN, P.E.
AND LAND PLANNER

EXHIBIT "A"

LEGAL DESCRIPTION OF
PHASE 2 THE OVERLOOK

BEGINNING AT AN IRON SET ON THE SOUTHERN MARGIN OF BLUE RIDGE DRIVE A CORNER TO PHASE 1 "THE OVERLOOK" CONDOMINIUM THENCE WITH THE SOUTHERN MARGIN OF SAID BLUE RIDGE DRIVE A CURVE TO THE LEFT A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 111.85 FEET THENCE NORTH 58-23-21 EAST 80.49 FEET THENCE WITH A CURVE TO THE RIGHT A RADIUS OF 16,547.49 FEET AND AN ARC LENGTH OF 19.42 FEET TO AN IRON SET A CORNER TO PHASE 3 "THE OVERLOOK" CONDOMINIUM THENCE WITH THE LINE OF SAID PHASE 3 SOUTH 33-30-00 EAST 232.50 FEET TO AN IRON SET IN THE LINE OF WINTERGREEN DEVELOPMENT INC THENCE WITH THE LINE OF SAID WINTERGREEN DEVELOPMENT INC SOUTH 50-00-00 WEST 163.00 FEET TO AN IRON SET A CORNER TO PHASE 1 "THE OVERLOOK" CONDOMINIUM THENCE WITH THE LINE OF SAID PHASE 1 NORTH 44-30-00 WEST 259.07 FEET TO THE POINT OF BEGINNING CONTAINING 1.045 ACRES.

OCTOBER 16, 1985



STATE OF
PLA. COUNTY 1
SINCE 191-197

State Tax 039	\$
County Tax 213	\$
Transfer Fee	\$
Clerk's Fee	\$10.00
Plate	\$10.00
State Tax 038	\$
County Tax 220	\$
Total	\$30.00

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County, Va. on 10-21-85, this writing was admitted to record at 4:47 p.m. and the tax imposed by Sec. 58.1-602 of the Code in the amount of \$37.30 has been paid.

TESTE: ROSEMARY F. DAVIS, Clerk
BY: [Signature], Deputy Clerk

reference, and this Amendment shall be considered a supplement thereto.

IN WITNESS WHEREOF, Wintergreen Development, Inc., has caused this Amendment to be executed by a duly authorized officer on the date hereinabove first mentioned.

WINTERGREEN DEVELOPMENT, INC.

BY: Edward P. Spears

Edward P. Spears,
President

STATE OF VIRGINIA

To-Wit:

COUNTY OF NELSON

The foregoing instrument was acknowledged before me this the 19th day of December, 1986, by Edward P. Spears, President of Wintergreen Development, Inc., on behalf of the Corporation.

My commission expires: 1-20-87

Losley D. Rowe
NOTARY PUBLIC

AFFIX
NOTARIAL
SEAL:

OVERLOOK, A CONDOMINIUM
FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME

THIS AMENDMENT is made this the 29th day of December, 1986, to the Declaration of Condominium Regime for Overlook, a Condominium originally registered in the office of the Virginia Condominium Administrator on January 14, 1986, as Condominium Registration Number 85-222, which Declaration was originally recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 240, at Page 323,

W I T N E S S E T H :

WHEREAS, Wintergreen Development, Inc., (the Declarant), is the fee simple owner of the hereinafter described real property;

WHEREAS, the Declarant has previously recorded its Declaration creating the Overlook Condominium Regime for Overlook, a Condominium, (Overlook), in the Wintergreen Development, Nelson County, Virginia and by such Declaration specifically reserved the option to expand the Regime in accordance with Section 55-79.63 of the Code of Virginia (1950 as amended); and

WHEREAS, the Declarant now wishes to expand the Condominium Regime to include Phase 2 in addition to the Phase 1 originally covered by the Regime.

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby specifically exercise the option which it reserved pursuant to Section I. B. of the Declaration of Condominium Regime for Overlook to expand the Regime to include the hereinafter described land and twelve (12) additional Units constructed thereon, as hereinafter described, and to reallocate the undivided interests in the common elements held by each Unit Owner.

1. Description. The land to be added to the Condominium Regime by this Amendment is more completely described by metes and bounds on the plat attached hereto as Exhibit A, Phases 1 and 2, on which it is shown as "Phase 2" and contains a total land area of 1.045 acres, more or less.

2. Description of Unit. Declarant has constructed on the land described as Phase 2 in Paragraph 1. above, twelve (12) residential Units as that term is defined in Section 55-79.41 of the Act, and the building containing such Units is located in accordance with Exhibit A., Phases 1 and 2 attached hereto. The vertical and horizontal boundaries of the Units in Phase 1 are as shown in Exhibit B to the original Declaration, and the vertical and horizontal boundaries of the Units in Phase 2 are as shown in Exhibit B to this Amendment.

3. Common Elements.

A. The Common Elements of Overlook shall consist of all portion of the condominium not included within the boundaries of any Units; and

B. All items set forth in Section 55-79.50 (c) of the Act which are located within a Unit and which serve more than one Unit or any portion of the Common Elements; and

C. The rear porch or deck and exterior closet of each Unit which shall be deemed a limited common element appertaining to such Unit exclusively.

4. Interest in Common Elements. In accordance with Paragraph V. E. of the Declaration of Condominium Regime for Overlook, the ownership interest in the common elements and voting rights in the Unit Owner's Association, shall be one-twenty-fourth, (1/24th,) undivided interest appurtenant to each Unit in both Phases created by the original Declaration of Condominium and by this Amendment to such Declaration.

5. Unit Owner's Association. The By-Laws of the Overlook Condominium Unit Owner's Association specifically provide for expansion of the Regime and cover the voting and property rights as well as assessments and duties of Unit Owners. The By-Laws are recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, with the original Declaration and are incorporated hereby by reference as Exhibit C.

6. Purpose. The purpose of this Amendment is to expand Overlook to a total of twenty-four (24) Units, pursuant to the option reserved in the Declaration and except for such expansion as herein set out, all the terms and conditions of the Overlook Declaration of Condominium Regime shall remain in full force and effect, are incorporated herein by

reference, and this Amendment shall be considered a supplement thereto.

IN WITNESS WHEREOF, Wintergreen Development, Inc., has caused this Amendment to be executed by a duly authorized officer on the date hereinabove first mentioned.

WINTERGREEN DEVELOPMENT, INC.

BY: *Edward P. Spears*
Edward P. Spears,
President

STATE OF VIRGINIA

To-Wit:

COUNTY OF NELSON

The foregoing instrument was acknowledged before me this the 29th day of December, 1986, by Edward P. Spears, President of Wintergreen Development, Inc., on behalf of the Corporation.

My commission expires: 1-20-87

Lesley D. Rowe
NOTARY PUBLIC

AFFIX
NOTARIAL
SEAL:

OVERLOOK, A CONDOMINIUM
SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME
A DOCUMENT OF CORRECTION

THIS AMENDMENT is made this the 2nd. day of February, 1987, to the Declaration of Condominium Regime for Overlook, a Condominium originally registered in the office of the Virginia Condominium Administrator on January 14, 1986, as Condominium Registration Number 85-222.

- W I T N E S S E T H -

WHEREAS, Wintergreen Development, Inc., (the Declarant), is the fee simple owner of the hereinafter described real property;

WHEREAS, the Declarant has previously recorded its Declaration creating the Overlook Condominium Regime for Overlook, a Condominium, (Overlook), in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 240 at Page 323; and

WHEREAS, the Declarant has previously recorded its First Amendment to the Overlook Condominium First Amendment to the Declaration of Condominium Regime in the aforesaid Clerk's Office in Deed Book 242 at Page 170; and

WHEREAS, there was a drafting error in pages 5 and 6 of Exhibit B to the First Amendment which resulted in the depictions of units 1616, 1617, 1618, 1619, 1620 and 1621 being reversed from the actual layouts of such units.

NOW, THEREFORE, in consideration of the premises, the Declarant pursuant to Section 55-79.72(f) of the Code of Virginia (1986 Replacement Volume), does hereby exercise its right to unilaterally execute and record a corrective amendment to the condominium instruments for the Overlook Condominium.

1. Description of Unit. The correct vertical boundaries of the Units 1616, 1617, 1618, 1619, 1620 and 1621 in Phase 2 are as shown in corrected pages 5 and 6 to the First Amendment to the Declaration of Condominium which is attached hereto.

807 X 207 53075

2. Description of Unit. Declarant has constructed on the land described as Phase 3 in Paragraph 1. above, twelve (12) residential Units as that term is defined in Section 55-79.41 of the Act, and the building containing such Units is located in accordance with Exhibit A., Phases 1, 2 and 3 attached hereto. The vertical and horizontal boundaries of the Units in Phase 1 are as shown in Exhibit B to the original Declaration, and the vertical and horizontal boundaries of the Units in Phases 2 and 3 are as shown in Exhibits B to the First Amendment and to this Amendment respectively.

3. Common Elements.

A. The Common Elements of Overlook shall consist of all portions of the condominium not included within the boundaries of any Units; and

B. All items set forth in Section 55-79.50 (c) of the Act which are located within a Unit and which serve more than one Unit or any portion of the Common Elements; and

C. The rear porch or deck and exterior closet of each Unit which shall be deemed a limited common element appertaining to such Unit exclusively.

4. Interest in Common Elements. In accordance with Paragraph V. E. of the Declaration of Condominium Regime for Overlook, the ownership interest in the common elements and voting rights in the Unit Owner's Association, shall be one-thirty-sixth, (1/36th.) undivided interest appurtenant to each Unit in both Phases created by the original Declaration of Condominium and by this Amendment to such Declaration.

5. Unit Owner's Association. The By-Laws of the Overlook Condominium Unit Owner's Association specifically provide for expansion of the Regime and cover the voting and property rights as well as assessments and duties of Unit Owners. The By-Laws are recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, with the original Declaration and are incorporated hereby by reference as Exhibit C.

6. Purpose. The purpose of this Amendment is to expand Overlook to a total of thirty-six (36) Units, pursuant to the option reserved in the Declaration and except for such expansion as herein set out, all the terms and conditions of the Overlook Declaration of Condominium Regime

shall remain in full force and effect, are incorporated herein by reference, and this Amendment shall be considered a supplement thereto.

IN WITNESS WHEREOF, Wintergreen Development, Inc., has caused this Amendment to be executed by a duly authorized officer on the date hereinabove first mentioned.

WINTERGREEN DEVELOPMENT, INC.

BY: _____
Edward P. Spears,
President

STATE OF VIRGINIA

To-Wit:

COUNTY OF NELSON

The foregoing instrument was acknowledged before me this the _____ day of _____, 1987, by Edward P. Spears, President of Wintergreen Development, Inc., on behalf of the Corporation.

My commission expires: _____

NOTARY PUBLIC

AFFIX
NOTARIAL
SEAL:

OVERLOOK, A CONDOMINIUM
THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME

THIS AMENDMENT is made this the _____ day of _____, 1987, to the Declaration of Condominium Regime for Overlook, a Condominium originally registered in the office of the Virginia Condominium Administrator on January 14, 1986, as Condominium Registration Number 85-222, which Declaration was originally recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 240, at Page 323.

W I T N E S S E T H :

WHEREAS, Wintergreen Development, Inc., (the Declarant), is the fee simple owner of the hereinafter described real property;

WHEREAS, the Declarant has previously recorded its Declaration creating the Overlook Condominium Regime for Overlook, a Condominium, (Overlook), in the Wintergreen Development, Nelson County, Virginia and by such Declaration specifically reserved the option to expand the Regime in accordance with Section 55-79.63 of the Code of Virginia (1950 as amended); and

WHEREAS, the Declarant now wishes to expand the Condominium Regime to include Phase 3 in addition to Phases 1 and 2 heretofore covered by the Regime.

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby specifically exercise the option which it reserved pursuant to Section 1. B. of the Declaration of Condominium Regime for Overlook to expand the Regime to include the hereinafter described land and twelve (12) additional Units constructed thereon, as hereinafter described, and to reallocate the undivided interests in the common elements held by each Unit Owner.

1. Description. The land to be added to the Condominium Regime by this Amendment is more completely described by metes and bounds on the plat attached hereto as Exhibit A, Phases 1, 2 and 3, on which it is shown as "Phase 3" and contains a total land area of .974 acres, more or less.

2. Purpose. The purpose of this Amendment is to correct the descriptions of Units 1616, 1617, 1618, 1619, 1620 and 1621 pursuant to the authority granted in Section 55-79.72(F) of the Code of Virginia and except for such correction as herein set out, all the terms and conditions of the Overlook Declaration of Condominium Regime and of the First Amendment to the Declaration of Condominium shall remain in full force and effect, are incorporated herein by reference, and this Amendment shall be considered a supplement and correction thereto.

IN WITNESS WHEREOF, Wintergreen Development, Inc., has caused this Amendment to be executed by a duly authorized officer on the date hereinabove first mentioned.

WINTERGREEN DEVELOPMENT, INC.

BY: Edward P. Spears
Edward P. Spears, President

STATE OF VIRGINIA
To-Wit:
COUNTY OF NELSON

The foregoing instrument was acknowledged before me this the 2nd. day of February, 1987, by Edward P. Spears, President of Wintergreen Development, Inc., on behalf of the Corporation.

My commission expires: 10/18/88
Kay M Campbell
NOTARY PUBLIC

AFFIX
NOTARIAL
SEAL:

RECORDED
FEBRUARY 1
1987
\$ 207.4208

State Tax 039 \$
County Tax 213 \$
Transfer Fee \$
Clerk's Fee \$10.00
Plats \$20.00
State Tax 038 \$
County Tax 220 \$
Total \$34.00

RECORDED in the Clerk's Office of the Circuit Court of Nelson County, Va. on Feb 3 1987. This writing was admitted to records at 9:20 o'clock P.M. and the tax imposed by Sec. 58.1-602 of the Code in the amount of \$207.4208 has been paid.

TESTE: ROSEMARY F. DAVIS, Clerk
BY: Jan Mc Cleary, Deputy Clerk

Declaration
Book 243
Page 136
February 3, 1987
Jan Mc Cleary
Circuit Court of Nelson County, Va.

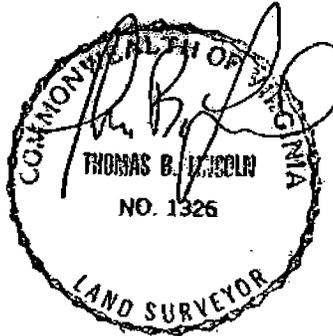
M. GLOECKNER, P.E., P.L.S.
AND LAND PLANNER
THOMAS B. LINCOLN, P.L.S.
AND LAND PLANNER
MARK E. OSBORNE, P.E.
AND LAND PLANNER

EXHIBIT "A"

LEGAL DESCRIPTION OF
PHASE 2 THE OVERLOOK

BEGINNING AT AN IRON SET ON THE SOUTHERN MARGIN OF BLUE RIDGE DRIVE A CORNER TO PHASE 1 "THE OVERLOOK" CONDOMINIUM THENCE WITH THE SOUTHERN MARGIN OF SAID BLUE RIDGE DRIVE A CURVE TO THE LEFT A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 111.85 FEET THENCE NORTH 58-23-21 EAST 80.49 FEET THENCE WITH A CURVE TO THE RIGHT A RADIUS OF 16,547.49 FEET AND AN ARC LENGTH OF 19.42 FEET TO AN IRON SET A CORNER TO PHASE 3 "THE OVERLOOK" CONDOMINIUM THENCE WITH THE LINE OF SAID PHASE 3 SOUTH 33-30-00 EAST 232.50 FEET TO AN IRON SET IN THE LINE OF WINTERGREEN DEVELOPMENT INC THENCE WITH THE LINE OF SAID WINTERGREEN DEVELOPMENT INC SOUTH 50-00-00 WEST 163.00 FEET TO AN IRON SET A CORNER TO PHASE 1 "THE OVERLOOK" CONDOMINIUM THENCE WITH THE LINE OF SAID PHASE 1 NORTH 44-30-00 WEST 259.07 FEET TO THE POINT OF BEGINNING CONTAINING 1.045 ACRES.

OCTOBER 16, 1985



SEE FIRST
PLAN CORNER 1
SHEETS 191-197

State Tax 039	\$	_____
County Tax 213	\$	_____
Transfer Fee	\$	_____
Clerk's Fee	\$10.00	_____
Plots	\$10.00	_____
State Tax 038	\$	_____
County Tax 220	\$	_____
Total	\$	280.00

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County Dec 31 19 85. This writing was admitted to record at 4:47 clock P. M. and the tax imposed by Sec. 58.1-502 of the Code in the amount of \$ 280.00 has been paid.

TESTE: ROSEMARY F. DAVIS Clerk
BY [Signature] Deputy Clerk

OVERLOOK, A CONDOMINIUM
FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME

THIS AMENDMENT is made this the _____ day of _____, 1987, to the Declaration of Condominium Regime for Overlook, a Condominium originally registered in the office of the Virginia Condominium Administrator on January 14, 1986, as Condominium Registration Number 85-222, which Declaration was originally recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 240, at Page 323,

W I T N E S S E T H :

WHEREAS, Wintergreen Development, Inc., (the Declarant), is the fee simple owner of the hereinafter described real property;

WHEREAS, the Declarant has previously recorded its Declaration creating the Overlook Condominium Regime for Overlook, a Condominium, (Overlook), in the Wintergreen Development, Nelson County, Virginia and by such Declaration specifically reserved the option to expand the Regime in accordance with Section 55-79.63 of the Code of Virginia (1950 as amended); and

WHEREAS, the Declarant now wishes to expand the Condominium Regime to include Phase 4 in addition to Phases 1, 2 and 3 heretofore covered by the Regime.

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby specifically exercise the option which it reserved pursuant to Section I. B. of the Declaration of Condominium Regime for Overlook to expand the Regime to include the hereinafter described land and twelve (12) additional Units constructed thereon, as hereinafter described, and to reallocate the undivided interests in the common elements held by each Unit Owner.

1. Description. The land to be added to the Condominium Regime by this Amendment is more completely described by metes and bounds on the plat attached hereto as Exhibit A, Phases 1 thru 4, on which it is shown as "Phase 4" and contains a total land area of 1.008 acres, more or less.

2. Description of Unit. Declarant has constructed on the land described as Phase 4 in Paragraph 1. above, twelve (12) residential Units as that term is defined in Section 55-79.41 of the Act, and the building containing such Units is located in accordance with Exhibit A., Phases 1 thru 4 attached hereto. The vertical and horizontal boundaries of the Units in Phase 1 are as shown in Exhibit B to the original Declaration, and the vertical and horizontal boundaries of the Units in Phases 2, 3 and 4 are as shown in Exhibits B to the First Amendment, to the Third Amendment and to the Fourth Amendment respectively.

3. Common Elements.

A. The Common Elements of Overlook shall consist of all portion of the condominium not included within the boundaries of any Units; and

B. All items set forth in Section 55-79.50 (c) of the Act which are located within a Unit and which serve more than one Unit or any portion of the Common Elements; and

C. The rear porch or deck and exterior closet of each Unit which shall be deemed a limited common element appertaining to such Unit exclusively.

4. Interest in Common Elements. In accordance with Paragraph V. E. of the Declaration of Condominium Regime for the Overlook, the ownership interest in the common elements and voting rights in the Unit Owner's Association, shall be one-forty-eighth, (1/48th.) undivided interest appurtenant to each Unit in all Phases created by the original Declaration of Condominium and by the First, Second and Third Amendments to such Declaration,

5. Unit Owner's Association. The By-Laws of the Overlook Condominium Unit Owner's Association specifically provide for expansion of the Regime and cover the voting and property rights as well as assessments and duties of Unit Owners. The By-Laws are recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, with the original Declaration and are incorporated hereby by reference as Exhibit C.

6. Purpose. The purpose of this Amendment is to expand the Overlook to a total of forty-eight (48) Units, pursuant to the option reserved in the Declaration and except for such expansion as herein set

out, all the terms and conditions of the Overlook Declaration of Condominium Regime shall remain in full force and effect, are incorporated herein by reference, and this Amendment shall be considered a supplement thereto.

IN WITNESS WHEREOF, Wintergreen Development, Inc., has caused this Amendment to be executed by a duly authorized officer on the date hereinabove first mentioned.

WINTERGREEN DEVELOPMENT, INC.

BY: _____
Edward P. Spears,
President

STATE OF VIRGINIA
To-Wit:
COUNTY OF NELSON

The foregoing instrument was acknowledged before me this the ____ day of _____, 1987, by Edward P. Spears, President of Wintergreen Development, Inc., on behalf of the Corporation.

My commission expires: _____

NOTARY PUBLIC

AFFIX
NOTARIAL
SEAL: