

CHATEAU MONT CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC.

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AMENDED DECLARATION

THIS AMENDED DECLARATION is executed this 6 day of July 2001, by CHATEAU MONT CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC., a Virginia corporation, hereinafter referred to as "Declarant" or "the Association."

WITNESSETH THAT:

WHEREAS, Bradhill Corporation, a Virginia corporation, did execute on October 17, 1989, a certain Declaration regarding the Chateau Mont Condominiums ("the Original Declaration"), recorded in the Clerk's Office of Roanoke county in Deed Book 1313, Page 00541; and

WHEREAS, Section 55-79.71 of the 1950 Code of Virginia, as amended, hereinafter referred to as the "Condominium Act," provides that documents such as the Original Declaration may be amended in accordance with the procedures provided for by such Original Declaration; and

WHEREAS, it is the desire and intent of the Declarant to amend the Original Declaration, and all previous amendments thereto, in accordance with the procedures outlined in Paragraph XVII thereof.

NOW THEREFORE, the Declarant does hereby make, declare and publish this amended declaration (hereinafter the "Amended Declaration"). All references to Exhibits and Schedules herein shall refer to, and hereby incorporate by reference as if set forth herein, those of the Original Declaration, except as specifically amended hereby. Except as to such Exhibits and Schedules, this Amended Declaration supercedes and replaces the Original Declaration and all previous amendments thereto.

I. DESCRIPTION: The Declarant represents and is composed of 24 condominium unit owners, (collectively and individually, the "Unit Owners") as that term is defined in the Condominium Act, in the Chateau Mont Condominium complex (the "Condominium"). A list of the owners' units (the "Units"), their location, square footage and percentage interest in the Condominium is attached as Schedule "B". The Condominium and the Units are depicted in the plats and plans attached hereto as Exhibit "A."

Each Unit shall have as an appurtenance thereto an undivided interest in the Common Elements, as defined in the Condominium Act, which appurtenance may not be separated from the Unit to which it appertains, and such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit.

Each Unit Owner, by acceptance of a deed therefor, 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 is described in this Amended Declaration, the Exhibits attached hereto and as built.

II. LEGAL INTEREST: Chateau Mont Condominium consists of those Units designated on Exhibit "A" and Schedule "B" hereto as herein more particularly defined, together with Common Elements as defined herein and in the Condominium Act. Each Unit, together with its undivided interest in the Common Elements, shall constitute for all purposes real property which may be individually conveyed and encumbered.

III. AREA AND CONTENT: The square footage, location and type of each Unit is listed on Schedule "B."

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IV. HORIZONTAL AND VERTICAL BOUNDARIES:

A. All Units of Chateau Mont Condominium shall have the following boundaries:

1. Horizontal Boundary: The lower surface of the finished flooring materials constitutes the lower horizontal boundary of the Units. The upper surface of ceiling materials such as wallboard, lath or plaster constitutes the upper boundary of all Units.

2. Vertical Boundary: The unexposed surface of the perimeter wall materials such as wallboard, lath or plaster constitutes the vertical boundaries of the Units, and shall include windows, window frames, screens, doors, door frames, trim, storm windows and doors and air conditioning and ventilating units permanently attached to such walls, and/or included in such walls, if present.

B. There shall be no relocation of boundaries of Units or subdivision of Units within the Condominium except by the Association with the consent of the owners effected thereby.

V. LIMITED COMMON ELEMENTS: Ownership of a Unit shall entitle the Owner to the exclusive use and enjoyment of the shutters, awnings, porches, storage areas and parking spaces, such as exist, appurtenant thereto as a Limited Common Element. As specifically designated in Exhibit "A", each Unit shall be assigned as Limited Common Elements two (2) parking spaces and a storage area. In addition, a compressor unit located on the roof of the building together with the lines which connect that piece of equipment to the Condominium Unit shall be a Limited Common Element assigned to that Unit.

Day-to-day cleaning and upkeep of the Limited Common Elements (except for the parking spaces assigned to each Unit) shall be the responsibility of the Owner of the Unit having the use and enjoyment thereof. All major repairs connected with the Limited Common Elements

shall be the responsibility of the Association, with the exception that repair or replacement of the compressor unit shall be the responsibility of the individual Unit Owner.

Limited Common Elements are not separately transferable.

Notwithstanding anything in this Declaration to the contrary, the Association shall have the right to approve the making of changes and additions to the Limited Common Element by the Unit Owner to whom the right of use thereof is granted by this Section V, provided that such changes and additions are not inconsistent with the materials, style, and colors of the Condominium. The Association may approve such changes in its sole discretion. The approval of such changes and additions may be conditioned on the agreement (the "Unit Owner's Agreement") by the Unit Owner to make changes only in the manner and form approved by the Association; if, in the sole opinion of the Association, such changes and additions do not comply with the Unit Owner's Agreement, the Association shall have the power and right to compel the Unit Owner to return the affected Limited Common Element to its original status or to cause the Limited Common Element to conform to the Unit Owner's Agreement. All such expenses and fees related to any such modification or additions shall be borne by the Unit Owner who requested approval to undertake such modification or addition. Nothing herein shall permit any Unit Owner to make modifications or additions to any Limited Common Element other than that to which he has been granted use rights by this Section V, nor shall the making of any changes and/or additions to a Limited Common Element alter the status of that Limited Common Element as a Limited Common Element.

VI. GENERAL COMMON ELEMENTS: The General Common Elements of Chateau Mont Condominium consist of all of the land described in Schedule "A" and the land and areas of buildings as shown on Exhibit "A" attached hereto and incorporated herein

exclusive of those portions of the buildings contained within the boundaries of the Units and those areas designated as Limited Common Elements in this Amended Declaration. Any pipe, drain, conduit, wire, master antenna, or other similar device or structure, within any Unit or Limited Common Element which provides utility or other service to other Units shall also be a General Common Element.

VII. COMMON ELEMENTS OWNERSHIP AND MAINTENANCE:

A. Ownership of the General Common Elements and Limited Common Elements (the "Common Elements") as described herein shall be by the Unit Owners as tenants in common subject to the exclusive right of use provided by Section 5 hereof. An undivided interest in and to the Common Elements are and shall be allocated to each Unit based on the relative floor areas of the Units. Each Unit Owner, by acceptance of a deed therefore, consents and agrees to the correction of said percentages based on actual areas; and, in furtherance thereof, each such Unit Owner irrevocably appoints the Declarant as his attorney-in-fact for the purpose of further evidencing such consent and agreement should the Declarant determine such correction to be necessary or desirable. Each Unit 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. For the purposes of this Amended Declaration, the percentage of undivided interest in the Common Elements appurtenant to each Unit are based on the floor area of the Units and are as set forth in Schedule "B."

C. The use of the Common Elements shall be limited to Unit Owners in residence, to their tenants in residence, and to their guests and invitees. The use of the Common

Elements shall be governed by the By-Laws and rules and regulations adopted by the Association.

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 herein.

E. The Association shall maintain the Common Elements except as otherwise provided in Article V. Common Elements maintenance and common expenses of the Condominium shall be apportioned to the Units in the same proportion as their ownership of Common Elements, except as provided in Article V.

F. The Declarant shall have the right to alter, and authorize or ratify the alteration of, the landscaping, shrubbery, plants, and trees in any manner it sees fit, provided that in doing so it does not unreasonably depart from use of the materials, style, layout, and colors already in use in the Condominium.

G. All maintenance of the Common Elements shall be consistent with the materials, style, and colors already in use in the Condominium.

VIII. ADMINISTRATION: The administration of the Condominium shall be conducted in accordance with the provisions of this Amended Declaration, the By-Laws of the Association, attached hereto as Exhibit "B," and such rules and regulations as the Association shall adopt. Except as otherwise required by law, all actions required or permitted by or on behalf of the Association/Declarant in this Amended Declaration shall be taken on the authority of its Board of Directors (the "Board of Directors"), acting by majority vote.

IX. GOVERNING DOCUMENTS: All Unit Owners and their tenants, guests and invitees, shall comply with all of the provisions of this Amended Declaration, the By-Laws, and

the rules and regulations, decisions and resolutions of the Association, as each may be properly amended from time to time. Failure to comply with such provisions, By-Laws, rules, regulations, decisions or resolutions shall be grounds for an action to recover damages or for injunctive relief. All leases to units in the Condominium must be in writing and shall expressly be subject to the provisions of this Amended Declaration.

X. EASEMENTS:

A. Enjoyment of General Common Elements. Every Unit Owner shall have an easement and right of enjoyment in and to the General Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions: (a) the right of the Association to limit the number of guests that may use the General Common Elements, and (b) the right of the Association to deny the use of any recreational facilities of the Condominium by a Unit Owner for a period during which any assessment against his Unit remains unpaid and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations or By-Laws. Any Unit Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the General Common Elements to the immediate members of his family or to his tenants who reside in his Unit.

B. Encroachments and Support. Each Unit and the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the owners of the Units so affected agree that minor encroachments of parts of the adjacent Units or Common Elements due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall continue to exist. Every

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portion of a Unit contributing to the support of another Unit shall be burdened with an easement of support for the benefit of such Unit.

C. Utilities, etc There is hereby granted a blanket easement upon, across, over and under all of the Units and Common Elements for ingress, egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewer, cable television, telephone, gas, heating and cooling- lines and electricity. By virtue of this easement, it shall be expressly permissible for the utility furnishing a service to install and maintain the lines and other 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 Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on or in the Condominium except as programmed and approved by Declarant. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on the Condominium.

D. Repairs. The Declarant, or its designee, shall have the right to enter any Unit or Limited Common Element when necessary to carry out any repair, maintenance, landscaping, or construction for which the Declarant is responsible or for which any Unit Owner is responsible but has not completed after appropriate notice from the Declarant. The entry by the Declarant shall be made with as little inconvenience to the Unit Owner as practicable and any damage caused by such entry shall be repaired at the expense of the Declarant.

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Other.

1. There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the Condominium and into any Unit in the exercise of the functions provided by this Amended Declaration, By-Laws, and Rules of the Association, in the event of emergencies, and in the performance of governmental functions.

2. Unless an emergency exists, the rights accompanying the easements provided by this Article shall be exercised only during reasonable daylight hours and when practicable, only after advance notice to the Unit Owner or tenant directly affected thereby.

3. The Declarant, its successors or assigns, and its duly authorized agents employees, shall have a right of ingress and egress over the Common Elements as required for construction, development or conversion of the Condominium.

XI. RESTRICTIVE COVENANTS:

A. The Declarant hereby imposes the following restrictive covenants upon Chateau Mont Condominium:

1. Chateau Mont Condominium shall be restricted to residential use. Any Unit Owner who wishes to rent his Unit shall deliver to the Association a written statement designating the name or names of those persons he desires to have as tenants, together with a written covenant from that party or those parties in favor of the Association stating that there will be full compliance with all the terms and provisions of this Amended Declaration, the By-laws of the Association, and all rules and regulations of the Association. In the event that such covenants are violated, the Unit Owner shall cause such party or parties to vacate the Unit and, in the event such party or parties do not vacate the Unit, the Association shall take whatever

measures are necessary to have the party or parties removed from the Unit and shall assess the owner for any costs or attorneys' fees caused by such measures. No lease on any Unit shall be for a period less than 12 months.

2. A Unit Owner shall not display on any structure or in any Unit, inside or outside, an advertisement, poster, a "For Sale" or "For Rent" sign, or any other type of sign. If the Unit is for sale or rent, a Unit Owner can only display a sign that reads "Open" or "Open House," and the face of such sign may not exceed six square foot, and such sign can only be displayed while the Unit Owner or the Unit Owner's agent is present, but not more frequently than once in seven days and not more than six hours continuously.

3. No noxious, offensive, or unlawful activity shall be carried on in any Unit or appurtenance nor shall anything be done or be permitted to remain in any Unit or appurtenance which may be or become a danger, nuisance, or annoyance or which may increase the rate of or cause the cancellation of insurance on the Condominium. Residents of the Condominium shall exercise extreme care not to disturb other residents with excessive noise or by the unreasonable use of radios, television, musical instruments, telephones, amplifiers, or other similar devices.

4. No awnings, shades, or other item shall be attached to, hung or used on the exterior of any window or door of a structure or on the exterior of the building. All window and door shades, drapery linings and window treatments visible from the exterior of a structure shall be white. No screen or storm door shall be permitted on any windows or doors other than those originally installed during construction of the Condominium or which replace those which were originally installed. Outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained on any

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portion of any Unit, or Common Element. No clothing, laundry, rugs, wash, or any other item shall be hung or shaken from or spread upon any window, privacy fencing, porch or exterior portion of a Unit or appurtenance, or in or upon a Common Element.

5. No plants, decorative items, wind chimes, baskets, insect traps or insect killers shall be hung from or above or placed on any porch or Common Element or inside a Unit when such items can be seen from outside the Unit. No Unit Owner shall plant flowers shrubs, trees, or other vegetation on the Common Elements.

6. No audio speakers shall be permitted outside of any Unit.

7. All garbage and trash must be deposited in the trash chute, compactor or dumpster provided by the Association for the collection of trash and garbage.

8. No animal, other than a common household pet weighing not more than 25 pounds at full growth, shall be kept or maintained in any Unit or appurtenance, and no more than one common household pet shall be kept or maintained in any Unit or appurtenance. Common household pets shall not be kept, bred, or maintained for commercial purposes in any Unit or Common Elements. Pets shall be leashed at all times when on the Common Elements and controlled by their owners to preclude interference with the enjoyment by others of their Units or the Common Elements. A Unit Owner shall be responsible for cleaning up after his pet. A Unit Owner shall be responsible for all damages caused by any pet residing in his Unit. The Association shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this section, a particular pet is permitted or such pet is a nuisance, and shall have the right to require the Unit Owner to remove such pet from the Unit if such pet is found to be a nuisance or to be in violation of these restrictions.

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9. No external alteration or addition to a Unit or appurtenance shall be made except to a Unit Owner's Limited Common Element as provided for by Section V.

10. No Unit Owner shall install any electrical or telephone wire, television antenna, air conditioning unit, or other machine, device or permanent improvement on the exterior of any building or upon any porch in the Condominium in such a fashion that it protrudes through the roof or any walls of a Unit or appurtenance.

11. No Unit Owner shall paint the exterior of any Unit or appurtenance.

12. No junk, inoperable, or unlicensed vehicle or house trailer shall be kept on the Common Elements. Storage of vehicles, boats, boating equipment, travel or camping trailers, camping equipment, or recreational vehicles shall be permitted only in the parking spaces assigned to that Unit Owner as a Limited Common Element and only if such stored item is not longer or wider than a full size automobile.

13. Parking by Unit Owners and tenants shall be only in the parking spaces assigned as Limited Common Elements to that Unit and not in any other parking spaces located on the Common Elements. Guests and invitees on the Common Elements shall park according to the rules of the Association.

14. The personal property of all Unit Owners shall be stored within their Unit or within storage areas assigned to a Unit as a Limited Common Element.

15. There shall be no more than one unrelated adult person in residence per bedroom in any Unit.

16. No flammable, combustible or explosive fluid or chemical substance shall be kept in any Unit except such as are required for normal household use. Unit

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Owner shall not permit or suffer anything to be done or kept on or about such Unit Owner's Unit or Limited Common Element which will increase the rate of insurance as to other Unit Owners or to the Association.

B. Notwithstanding anything herein to the contrary, the Declarant shall have the right, in its sole discretion, to approve the making of changes and additions to any Unit Owner's Unit, appurtenance thereto, or Limited Common Element which otherwise would be prohibited by sections 4, 5, 9, and 11 of Subparagraph A immediately above, provided that such changes and additions are not inconsistent with the materials, style, and colors of the Condominium. The approval of such changes and additions may be conditioned on the agreement (the "Unit Owner's Agreement") by the Unit Owner to make changes only in the manner and form approved by the Declarant; if, in the sole opinion of Declarant, such changes and additions do not comply with the Unit Owner's Agreement, the Declarant shall have the power and right to compel the Unit Owner to return the Unit, appurtenance thereto, or Limited Common Element to its original status or to cause the Unit, appurtenance thereto, or Limited Common Element to conform to the Owner's Agreement. All such expenses and fees related to any such modification or additions shall be borne by the Unit Owner who requested approval to undertake such modification or addition. Nothing herein shall permit the Declarant to waive any of the restrictive covenants other than those explicitly referenced in this paragraph or permit any Unit Owner to make modifications or additions as provided for herein to a Unit, appurtenance thereto, or Limited Common Element other than to that which he owns or has exclusive use rights, nor shall the making of any changes and/or additions to a Unit, appurtenance thereto, or Limited Common Element alter the status of that Unit, appurtenance thereto, or Limited Common Element as a Unit, appurtenance thereto, or Limited Common Element.

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C. The Managing Agent or other agent of the Association may enter any Unit to remove any items which are infractions of these restrictions. Any expense incurred by such removal, including costs and reasonable attorneys' fees, shall be the expense of such Unit Owner. Declarant reserves in favor of Declarant, and its authorized agents, the right of access to any Unit. In case of emergency, such entry shall be immediate, whether the Unit Owner is present at the time or not. The Association's agent shall have a key to all Units, and if any Unit locks are changed, the Unit Owner must provide the Association with a key thereto.

D. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Amended Declaration or the Exhibits hereto, or hereafter imposed by an amendment thereto. Failure by the Association or by any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and the invalidation of one or more of the restrictions, conditions, covenants or reservations herein shall not affect the right to enforce the remaining restrictions.

XII. MANAGEMENT:

A. Establishment of Assessments. The Association shall establish and collect from the Unit Owners monthly assessments to provide for the maintenance of Common Elements and payment of other common expenses, including without limitation the cost of sewer service, lighting of the Common Elements, garbage collection, snow removal, and insurance. The amounts required to be paid by the Association to the Hunting Hills Place Homeowners Association as more particularly set forth and defined in Article XII of that certain Declaration of Covenants, Conditions and Restrictions of Hunting Hills Place Community recorded in the

Clerk's Office of the Circuit Court of the County of Roanoke, Virginia in Deed Book 1223, page 794, shall also be a common expense.

Monthly assessments charged to Unit Owners shall be made by the Association in accordance with a schedule of charges established by Declarant. Any Unit Owner who does not pay his assessments or fees upon the date set by the Association shall be subject to a late charge of not more than five percent on the total amount of the assessment or fee then due. Assessments made by the Association shall be in amounts sufficient to meet the Association's estimate of expenses set forth in an operating budget. In the event any assessment shall prove to be insufficient to meet the actual operating expenses and the reserve fund established pursuant to paragraph C hereunder, the Association shall have the right and obligation to enact a new schedule of assessments to eliminate such insufficiency. The Association agrees that if at any time the Unit Owner fails to pay his monthly assessment, as provided in the By-Laws, the Association will initiate appropriate action to collect the assessment.

B. Liability for Assessments: The assessments and other charges imposed by the Association, in accordance with the provisions of this Amended Declaration and the By-Laws, shall constitute a lien upon each Unit superior to all other liens, other than liens for real estate taxes and first liens of purchase money mortgages or deed of trusts. In addition, each Unit Owner shall be personally liable for all such assessments and other charges 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 he owns a Unit. The Association may impose a penalty or other charge, which may include all costs of collection (including legal fees) upon any assessment not paid when due.

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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.

C. Reserve Fund. The Association shall establish and maintain a reserve fund for the purpose of effecting replacement of Common Elements and mechanical equipment of the Condominium with the exception of appliances and accessories belonging to a Unit.

D. Books and Documents. All of the books and documents of the Association and all of its property shall be subject to inspection and examination by the Unit Owners and Secured Parties (as hereinafter defined) or their duly authorized agents, at all reasonable times. The Association shall maintain operating reports, financial reports and copies of minutes of all meetings of the Association, its Board of Directors and committees.

E. Secured Parties: The Association shall maintain a file of parties secured by first deeds of trust or first mortgages on Units within the Condominium securing loans to purchase and/or improve the Units "Secured Parties"). Secured Parties shall also include any governmental agency or private entity that has insured or acquired an interest in such a first deed of trust. This file shall include the name of the borrower, name and address of the Secured Party, legal description of the Unit securing the obligation and recording information concerning the instrument of encumbrance.

The Association shall provide to all Secured Parties:

1. Written notification 30 days prior to the effective date of:
 - (a) Any change in the Amended Declaration and By-Laws;
 - (b) Any change in the manager, if any, of the Condominium.

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2. If requested, written notification of any default in payment of assessments, fees or charges due by the Unit Owner of a Unit which is the security for the debt due the Secured Party, which is not cured within thirty 30 days from its due date.

3. Written notification if any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority.

4. Written notice, with right to attend, of all meetings of the Association.

A Secured Party which comes into possession of a Unit by foreclosure of a first mortgage or first deed of trust or sale or transfer in lieu of such foreclosure shall take the property free of any claims for unpaid assessments or charges against the Unit which accrue prior to the time such holder comes into possession of the Unit, except for a pro rata reallocation of such assessments or charges to all Units, including the foreclosed Unit.

Unless three-fourths of the Secured Parties have given their prior written approval, the Association shall not, except as provided in this Amended Declaration:

1. Fail to utilize professional management for the Condominium;
2. Change the percentage of an undivided interest of each Unit Owner in and to the Common Elements except for the reallocation of percentage interests associated with the conversion of convertible space;
3. Partition or subdivide any Unit or the Common Elements of the Condominium or annex additional lands;
4. By act or omission seek to abandon or terminate the condominium status of the Condominium; or
5. Encumber, convey, lease, abandon or subdivide the General Common Elements.

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Failure by a Unit Owner to cure a default in dues, fees, or other payments due to the Association within 60 days of written notice of such deficiency shall, in addition to any and all other rights and remedies, allow the Secured Party, at its option, to accelerate the payment of the indebtedness secured by the Unit.

F. Violation. Upon a violation by the Association of any of the provisions of this Amended Declaration or the By-Laws, a Secured Party may give written notice of such violation to the Association by certified mail. If the violation is not corrected to the satisfaction of the Secured Party within 15 days after the date such notice is mailed or within such additional period of time as is set forth in the notice, the Secured Party, may, without further notice, declare a default under this Amended Declaration and may apply to any court, state or federal, for specific performance, injunctive relief, or damages arising from the violation of the Amended Declaration, and may seek such other relief as may be appropriate.

XIII. MAINTENANCE, REPAIR AND INTERNAL CHANGES OF UNITS:

A. Every Unit Owner must promptly perform all maintenance and repair work within his own Unit, which if omitted would affect the Condominium in its entirety, or other Unit Owners.

B. All the repairs of internal installations within a Unit serving such Unit such as water, light, gas, power, sewage, telephones, air conditioners, compressors, heat pumps, sanitary installations, doors, windows, light fixtures, and all other accessories belonging to a Unit, including the compressor unit and lines thereto serving a Unit, shall be at the Unit Owner's individual expense.

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C. All maintenance or repairs to a Unit or the Limited Common Elements assigned thereto shall be consistent with the materials, style, and colors already in use by the Condominium.

D. All expenses associated with the maintenance or repair of any Limited Common Element with the exception of parking spaces assigned to a Unit shall be specifically assessed against the Unit to which such Limited Common Element appertains.

E. A Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Element damaged through his negligence or failure to promptly perform all maintenance and repair work within his Unit, which is his responsibility. Any such expenses not reimbursed shall constitute a lien on the property.

F. A Unit Owner shall not make structural modifications or alterations to his Unit without previously notifying the Association in writing, through the Manager, if any, or through the President of the Board of Directors, if no Manager is employed, and obtaining the Association's written consent. The Association shall have the obligation to answer or request additional information within 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 Association consent had been given; provided, however, that no alteration or modification shall be made which shall adversely affect the structural integrity of the Condominium or alter the exterior appearance of the building.

XIV. INSURANCE:

A. The Association shall obtain, and maintain at all times, special peril insurance against loss including fire, vandalism and malicious mischief, for the full insurable replacement cost of the Condominium which shall include Common Elements, the Condominium Units, and

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any appliances or fixtures furnished by the Declarant but which shall not include any items of personalty not furnished by the Declarant. Unit Owner shall be individually responsible for payment of the deductible amount related to any claim for damage to that owner's Unit and appliances or fixtures therein. The policy or policies of insurance shall contain a "condominium property endorsement" on the FIRAA Form of March, 1966, or such amended, substitute or replacement form of such endorsement as may be approved for use in Virginia, for each Unit Owner and for the lender or lenders having first trust liens upon any Unit or Units, or upon all or part of the Common Elements.

B. The insurance shall meet the following criteria:

1. All policies shall be written with a company licensed to transact business in the Commonwealth of Virginia and holding a rating of "AAA", or better, by Bests Insurance Reports and a policyholder's rating of "A" or better;
2. The Association or its designee shall have the exclusive authority to adjust losses under the insurance policies, with the consent and approval of the Secured Party, if any, having a security interest in any damaged Unit;
3. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Unit Owners or Secured Parties;
4. Each Unit Owner may obtain additional insurance at his own expense upon his Unit, except no Unit Owner shall maintain insurance coverage which will decrease the amount which the Association will realize under any insurance policy which it may have in force on the Condominium at any particular time;

5. The insurance carrier shall waive subrogation as to any claim or claims against the Declarant, the Association, its Board of Directors, agents or employees, the Unit Owners and their respective, family members, agents, employees, and guests, other than independent contractors;

6. Each of the policies of insurance obtained by the Association shall contain provisions (i) that they must not be cancelled, invalidated or suspended on account of the conduct of one or more of the individual Unit Owners, (ii) that they must not be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Association without prior demand in writing that the Association cure the conduct of such officer or employee with appropriate time to effect such cure, and (iii) that if the Association fails to cure the conduct of the officer or employee within the allotted time, the policies may still not be cancelled or substantially modified without at least ten days prior written notice to all of the insureds, including all Secured Parties and Unit Owners; and

7. Provision shall be made for the issuance of a certificate of insurance to each Unit Owner and Secured Party, if any, if requested, which shall specify the proportionate amount of fire and extended coverage insurance attributable to the Unit in question.

C. The Association in its sole discretion may from time to time designate not less than three Unit Owners or an attorney licensed to practice in the Commonwealth of Virginia, or a bank or trust company authorized to do business in the Commonwealth of Virginia, as an Insurance Trustee. The Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of the Condominium. The Insurance Trustee shall be empowered to employ the services of an architect, appraiser and building estimator in carrying out his responsibilities.

D. Except as herein provided, an Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under any of the policies of insurance and apply the same to the cost of reconstruction or repair of the Common Elements or a Unit. The Unit Owner of a damaged or destroyed Unit shall be obligated to commence the work of repairing or reconstructing the Unit within 60 days from the date of the damage or destruction. The work shall be accomplished in accord with the same plans and specifications by which the Unit was originally constructed. The Insurance Trustee shall make available and pay to the Unit Owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the Unit. The payment of the proceeds of insurance shall be made as the work progresses at such times and upon compliance by the Unit Owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the Unit in a workmanlike manner, free and clear of any mechanics' and materialmen's liens and any encumbrances, liens, claims or charges. If the cost of the reconstruction or repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the Unit Owner. In the event the insurance proceeds exceed the amount necessary to reconstruct or repair a damaged or destroyed Unit, the excess shall be paid to the Unit Owner, subject to the rights of any Secured Creditor.

E. The Association shall also obtain and maintain a public liability insurance policy covering all Common Elements and all damage or injury caused by the negligence of the Association or any of its directors, officers, agents or employees, which policy limit shall be at least One Million Dollars (\$1,000,000.00) single limit as respects bodily injury and property damage. The Association shall also obtain and maintain Directors' and Officers' Liability Insurance. The Association shall also obtain and maintain fidelity bonds on all officers of the

Unit Owner's Association or employees of the Association having fiscal responsibility. The Association shall be empowered to obtain and maintain such additional insurance and in such amounts as it deems prudent, and shall maintain workmens' compensation insurance as required by law for employees of the Condominium, if any.

F. The premiums for insurance coverage maintained by the Association shall be a common expense of the Condominium.

G. All insurance policies procured for the Condominium shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association, or (b) a failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 30 days prior written notice to any and all insured named thereon, including Secured Parties. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, its Board of Directors, agents or employees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

H. In the event two-thirds or more of the total number of Units in the Condominium are destroyed or substantially damaged, the Association shall, within 60 days, call a special meeting of the Association for the purpose of determining whether to reconstruct or repair the damaged or destroyed Units and Common Elements, or in the alternative to terminate the Condominium and remove the property from the provisions of the Condominium Act. An affirmative vote of four-fifths of the Unit Owners not to reconstruct or repair the damaged or destroyed Units and Common Elements shall have the effect of termination of the Condominium

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upon the recordation of an instrument evidencing this determination as provided in Article XVI, paragraph B, herein. Thereafter the Unit Owners shall return the ground under the damaged or destroyed Units to its normal topograph. In the event a determination is not made within 60 days of the date of the damage or destruction of two-thirds or more of the Units to reconstruct or terminate, all damaged or destroyed Units and Common Elements must be repaired or restored according to the plans and specifications used in the original construction thereof.

XV. TERMINATION: The Condominium shall be terminated and the property removed from the provisions of the Condominium Act in the following manner:

A. Agreement. Upon recordation among the land records of Roanoke County, Virginia, of an instrument duly executed and acknowledged evidencing the approval of at least four-fifths of the Unit Owners, and the written consent of all Secured Parties and the holders of any other liens affecting any of the Units or Common Elements of the Condominium.

B. Destruction. In the event it is determined in the manner provided in Article XV, hereof, that the property shall not be repaired or reconstructed after casualty, upon the recordation of an instrument duly executed and acknowledged among the aforesaid land records evidencing determination of at least four-fifths of the Unit Owners not to repair or reconstruct.

C. Condemnation. In the event a Unit, or any part thereof, shall be taken by any authority having the power of eminent domain the Condominium shall be terminated and an instrument duly executed and acknowledged by the appropriate officers of the Association among the aforesaid land records evidencing such fact shall be recorded.

D. Ownership after Termination. In the event of the termination of the Condominium established hereby, (1) the property shall be deemed to be owned in common by the Unit Owners, but so long as such tenancy in common lasts, each Unit Owner or his heirs,


successors or assigns shall have an exclusive right of occupancy to that portion of their property which formerly constituted their Unit; (2) the undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements; (3) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the Unit Owner in the property; and (4) the property shall be subject to an action for partition at the suit of any Unit Owner. Should partition in kind as described in the immediately preceding sentence be determined to be impractical, the property shall be sold and the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, which shall be considered as one fund shall, be paid to the Insurance Trustee. After payment of all expenses of the Insurance Trustee, the fund shall be divided among all of the Unit Owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient, all liens on the undivided interest in the property owned by each Unit Owner.

XVI. AMENDMENT OF AMENDED DECLARATION: Subject to the Secured Party notice provisions of Article XII, Paragraph E, this Amended Declaration shall be amended only with the consent of Unit Owners representing two-thirds or more of the votes of all Unit Owners, at a meeting of the Unit Owners called for that purpose. No amendment to the Amended Declaration shall become effective until recorded among the land records of Roanoke County, Virginia.

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WITNESS THE FOLLOWING SIGNATURE:

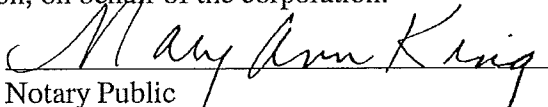
CHATEAU MONT CONDOMINIUM
UNIT OWNERS' ASSOCIATION, INC.,
a Virginia corporation

By 
Its: President

COMMONWEALTH OF VIRGINIA

CITY OF ROANOKE, To-wit:

The foregoing Amended Declaration was acknowledged before me this 1st day of May, 2001, by Leon Atkinson, Jr., President and Principal Officer of Chateau Mont Condominium Unit Owners' Association, Inc., a Virginia corporation, on behalf of the corporation.


Notary Public

My commission expires: 2/29/2004

Tax Map Nos: See Schedule A

AMENDMENT TO
AMENDED DECLARATION
OF
CHATEAU MONT CONDOMINIUM

THIS AMENDMENT TO AMENDED DECLARATION is executed as of the 8th day of October, 2008, by CHATEAU MONT CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC., a Virginia corporation (the "Association").

WITNESSETH:

WHEREAS, Bradhill Corporation, a Virginia corporation, executed on October 17, 1989, a certain Declaration regarding the Chateau Mont Condominiums (the "Original Declaration"), recorded in the Clerk's Office of the Circuit Court of Roanoke County in Deed Book 1313, Page 00541; and

WHEREAS, the Original Declaration was amended by an Amended Declaration dated July 6, 2001, recorded in the Clerk's Office of the Circuit Court of Roanoke County in Deed Book 1709, Page 396 (the "Amended Declaration"); and

WHEREAS, Section XVI of the Amended Declaration provides that the Amended Declaration may be amended with the consent of Unit Owners representing two-thirds or more of the votes of all Unit Owners, at a meeting of the Unit Owners called for that purpose; and

WHEREAS, on October 8, 2008, a meeting of the Unit Owners was called for sole purpose of voting on a proposed amendment to the Amended Declaration regarding the payment to Hunting Hills Place Homeowners' Association for the use of its road system, entrance area and swimming pool facility; and

WHEREAS, the proposed amendment was approved by a vote of at least two-thirds of the Unit Owners.

NOW, THEREFORE, the Amended Declaration is hereby amended by inserting a new subsection G in Article XII as follows:

G. Shared Amenities Fee. In exchange for the easement rights enjoyed by the Association and its Unit Owners to the Hunting Hills Place Homeowners' Association ("Hunting Hills Place") road system, entrance area and swimming pool facility, the Association shall pay to Hunting Hills Place the following amounts under the following terms each year:

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GENTRY LOCKE
JONES & MOORE
ROANOKE, VIRGINIA

Definitions. For the purposes of this Article the following terms shall have the following meanings:

(a) Annual Obligation. The amount owed by the Association to Hunting Hills Place each year, comprised of the anticipated and budgeted expenses for the maintenance, repair, replacement (with like kind and quality) and upkeep of the facilities and components set forth, described and as calculated in subparagraphs (1), (2) and (3), below.

(b) Annual Reconciliation. In the course of each year there may be additional expenses, not originally contemplated and budgeted, and as well there may be expenditures that were contemplated but did not rise to their anticipated amounts. Hunting Hills Place shall determine how much, if any, additional funds are due from the Association or how much, if any, funds the Association is entitled to receive by way of refund, on an annual basis. Hunting Hills Place shall complete this reconciliation (the "Annual Reconciliation") following the review and evaluation of all expenses related to the facilities and components addressed by subparagraphs (1), (2) and (3) within thirty (30) days following the conclusion of each year, and shall provide the Association with a copy of the Annual Reconciliation together with supporting documentation sufficient to the Association within thirty (30) days after the reconciliation is completed. During the thirty (30) day period after the Association's receipt of the Annual Reconciliation, the Board of Directors of the Association may designate a representative to inspect the books and records of Hunting Hills Place relating to such facilities and components upon reasonable notice during business hours.

Terms and Calculations.

(1) For the swimming pool facility, the Association shall pay a fractional sum, based upon a fraction created with the total number of dwelling units in Hunting Hills Place and the Association as the denominator and the number of Chateau Mont condominium units as the numerator. This fraction, multiplied by the above stated expenses shall comprise this portion of the Annual Obligation of the Association to be contributed to Hunting Hills Place each year.

(2) For the upkeep and maintenance of the entrance area, the formula shall be determined in the same manner as described in subsection (1), above. This amount shall comprise this portion of the Annual Obligation of the Association. The entrance area consists of the gatehouse, the gatehouse island, the entry wall, and the area between the entry wall and Fox Ridge Road.

(3) For the use of the road system, the same method of computation as is set forth in subsection (1) shall apply and be utilized; however, before being multiplied by the expense figure, the said fraction shall be further multiplied by another fraction whose denominator is 3000, the total linear feet of the Community road system (which denominator shall be changed in accordance with any future expansion of the Community road system), and whose numerator is 425, the linear feet of that portion of the Community road system which is used to get from the main entrance on Fox Ridge Road to the Condominium. The road system consists of the 3,000 linear feet of the Community road

system beginning at Fox Ridge Road, and does not include individual driveways and walkways.

The amounts described in subparagraphs (1), (2) and (3) together shall constitute the Annual Obligation of the Association. Hunting Hills Place shall allow a representative of the Association to participate in discussions and provide input (but not to vote) regarding the items and expenses related to the facilities and components set forth above, and shall use its best efforts to transmit such budgeted figures to the Association no later than November 1 of each year. This sum shall be payable in twelve (12) equal installments beginning on January 1 of the following year.

Hunting Hills Place shall perform an Annual Reconciliation and provide it to the Association as described above. Amounts that are to be paid to Hunting Hills Place or refunded to the Association as a result of the Annual Reconciliation shall be due and payable within thirty (30) days of presentation by Hunting Hills Place to the Association.

In the event that any single unanticipated expense in the course of any year is in excess of \$5,000, Hunting Hills Place shall have the right to calculate and present the Association with its share of such expense, together with sufficient supporting documentation. The Association shall then pay such share to Hunting Hills Place within thirty (30) days of presentation of such expense.

Except as specifically amended hereby, the Amended Declaration remains in full force and effect:

WITNESS the following signature:



CHATEAU MONT CONDOMINIUM
UNIT OWNERS' ASSOCIATION, INC.,
a Virginia corporation

By Millard H. Robbins, Jr.
Its: President

COMMONWEALTH OF VIRGINIA
CITY OF ROANOKE, To-wit:

The foregoing Amendment to Amended Declaration was acknowledged before me this 9th day of April, 2009, by Millard H. Robbins, Jr., President of Chateau Mont Condominium Unit Owners' Association, Inc., a Virginia corporation, on behalf of the corporation.

Sandra Lynn Harris
Notary Public

My commission expires: 5/31/2012

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GENTRY LOCKE
WALKER & MOORE
ROANOKE, VIRGINIA

Schedule A

Tax Map Numbers

087.16-99-00.00-5002
087.16-99-00.00-5004
087.16-99-00.00-5006
087.16-99-00.00-5008
087.16-99-00.00-5012
087.16-99-00.00-5014
087.16-99-00.00-5016
087.16-99-00.00-5018
087.16-99-00.00-5022
087.16-99-00.00-5024
087.16-99-00.00-5026
087.16-99-00.00-5028
087.16-99-00.00-5032
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087.16-99-00.00-5046
087.16-99-00.00-5048
087.16-99-00.00-5052
087.16-99-00.00-5054
087.16-99-00.00-5056
087.16-99-00.00-5058

INSTRUMENT #200904939
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
APRIL 16, 2009 AT 09:06AM

STEVEN A. MCGRAW, CLERK
RECORDED BY: FRB

LAW OFFICES
GENTRY LOCKE
AKES & MOORE
ROANOKE, VIRGINIA

CHATEAU MONT CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC.

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AMENDED BY-LAWS OF THE CHATEAU MONT CONDOMINIUM
UNIT OWNERS' ASSOCIATION, INC.

ARTICLE I

PLAN OF CONDOMINIUM UNIT OWNERSHIP

SECTION 1. CONDOMINIUM UNIT OWNERSHIP. On October 17, 1989, BRADHILL CORPORATION, a Virginia corporation, as Declarant, executed a Declaration (the "Original Declaration") (to which By-Laws were attached as Exhibit "B") in accordance with the Condominium Act of the Commonwealth of Virginia, creating a Condominium known as Chateau Mont Condominium (hereinafter sometimes referred to as the "Condominium"). On May 1, 2001, the Chateau Mont Condominium Unit Owners' Association, Inc. (the "Association") executed an "AMENDED DECLARATION" which superseded the Original Declaration. Any further references herein to the Declaration shall hereby refer to the Amended Declaration, and any references to Exhibits and Schedules herein shall refer to, and hereby incorporate by reference as if set forth herein, those of the Original Declaration. These By-Laws replace and supersede the original By-laws.

SECTION 2. BY-LAWS APPLICABILITY. These Amended By-Laws are adopted by the Association, which represents and is composed of 24 Unit Owners of Chateau Mont Condominium, as the governing By-Laws of the Chateau Mont Condominium Unit Owners' Association, Inc. (hereinafter the "Association"). The Amended By-Laws supercede the By-Laws and all subsequent amendments thereto, executed by Bradhill Corporation on October 17, 1989 (the "Original By-Laws"), and any further references herein to By-Laws shall refer to these Amended By-Laws.

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SECTION 3. PERSONAL APPLICATION. All present or future owners, and their tenants or employees, or any other person using the facilities of the Condominium in any manner, are subject to the provisions of the Declaration and these By-Laws.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

SECTION 1. MEMBERSHIP. Every person who is the record owner of a fee interest in any Unit which is a part of the Condominium and which is, or may become, subject to the Declaration or any amendments thereto, shall be a member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No Unit Owner, whether one or more persons, shall have more than one membership per Unit. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership.

SECTION 2. VOTING RIGHTS. The Association shall have one class of voting membership which shall consist of all Unit Owners. Votes are hereby allocated to Units proportionate to the undivided interest in the Common Elements appertaining to each such Unit (the "Percentage Interest"), as set forth in Exhibit A attached hereto. If more than one person holds a membership interest in any Unit, the vote for such Unit shall be exercised as they among themselves determine. If they are not able to agree, the vote for such Unit shall be on a pro rata basis. In no event shall more than the allotted votes be cast with respect to any Unit.

SECTION 3. SUSPENSION OF MEMBERSHIP AND VOTING RIGHTS. During any period in which a Unit Owner shall be in default in the payment of any regular or special assessment levied by the Association, the voting rights of such Unit Owner and the right to use of the recreational facilities, if any, may be suspended by the Board of Directors until such

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assessment has been paid. Such rights of a Unit Owner may also be suspended for a period not to exceed 30 days for violation of any rules and regulations established by the Board of Directors governing the use of the Common Elements.

SECTION 4. MAJORITY OF UNIT OWNERS. As used in these By-Laws, the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent of the votes in the Condominium.

SECTION 5. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" shall constitute a quorum. However, if a quorum is not present, the meeting may be adjourned and a subsequent meeting called not less than two nor more than 30 days after the time of the originally scheduled meeting. At such subsequent meeting a quorum shall consist of the presence in person or by proxy, of Unit Owners having more than 25 percent of the votes in the Condominium.

SECTION 6. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. No such proxy shall be revocable except by actual notice by the Unit Owner to the person presiding over the meeting that it has been revoked. Any proxy shall be void if it is not dated, if it purports to be revocable other than by the method set forth in this Section, if the signatures of those executing the proxy have not been witnessed by a person who shall sign his full name and address, or if such proxy has not been signed by a person having authority, at the time of the execution of the proxy, to execute deeds on behalf of the Unit Owner or if a Unit is owned by more than one person on behalf of such persons. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy.

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ARTICLE III

ADMINISTRATION

SECTION 1. ASSOCIATION RESPONSIBILITIES. The Unit Owners will constitute the Association which shall have the responsibility of administering the Condominium, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the Condominium. Except as otherwise provided herein, decisions and resolutions of the Association shall require approval by a majority of Unit Owners.

SECTION 2. ANNUAL MEETINGS. The Association shall meet once each year. The Board of Directors shall establish the date, place and time of all annual meetings. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Directors in accordance with the requirements of Sections 1 and 4 of Article IV of these By-Laws. The Unit Owners may also transact such other business of the Association as may properly come before them.

SECTION 3. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by resolution of the Board of Directors or upon a petition signed by a "majority of the Unit Owners." The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting of the Association stating the purpose thereof, as well as the time and place where it is to be held, to each Unit Owner of record, at least ten, but not more than 60, days prior to the meeting. Such notice shall be sent by United States mail, return receipt requested, to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated; or such notice may be hand

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delivered, provided that the Secretary certifies in writing that such notice was delivered to the person of the Unit Owner.

SECTION 5. ADJOURNED MEETINGS. If any meeting of the Association cannot be organized because a quorum is not in attendance, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than two days nor more than 30 days after the time the original meeting was called.

SECTION 6. ORDER OF BUSINESS. The order of business at all annual meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors, hereinafter referred to as the "Board", composed of three persons. All Boards of Directors shall be elected by the Unit Owners.

SECTION 2. POWERS AND DUTIES. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and

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things, as are not by law or by these By-Laws or by the Declaration prohibited or directed to be exercised and done by the Unit Owners. Except as otherwise provided by law, these By-Laws, or the Declaration, the Board may act by a majority vote. The powers of the Board of Directors shall include the following powers:

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

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

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

(d) To enter into management agreements with third parties to provide for the administration of the Condominium, the maintenance, repair, replacement and operation of the Common Elements, the roof surfaces and exterior building surfaces of the Units, and the receipt and disbursement of funds as may be authorized by the Board of Directors; provided terms of such management agreements shall be as determined by the Board of Directors to be in the best interests of the Association, shall be subject in all respects to the By-Laws and the Declaration, and must permit cancellation by the Association upon 90 days notice.

It shall be the further duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the members at the annual meeting of the members or at any

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special meeting, when such statement is requested in writing by at least a majority of the Unit Owners;

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

(c) As more fully provided in the Declaration:

(1) to submit for approval by the Association the amount of the annual assessments against each Unit at least 30 days in advance of each annual assessment period based upon an annual budget prepared and adopted by the Board; and

(2) to deliver written notice of each assessment to each Unit Owner or send written notice of each assessment to every Unit subject thereto at least 30 days in advance of each annual assessment period;

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

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

(f) To cause all officers or employees having fiscal responsibilities to be bonded. Such fidelity bond shall protect the Association against dishonest acts on the parts of officers, directors, trustees, and employees of the Association and all others who handle or are responsible for handling funds of the Association. Such fidelity bonds shall: (1) name the

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Association as an obligee, (2) be written in an amount equal to at least 150 percent of the estimated annual operating expenses of the Condominium, including reserves, (3) contain waivers of any defense based upon exclusion of persons who serve without compensation from any definition of employee or similar expression, and (4) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the Association and Secured Parties (as such term is defined in the Declaration).

(g) To cause the Common Elements to be maintained.

SECTION 3. ELECTION AND TERM OF OFFICE. At the first annual meeting of the Association, the term of office of one Director was fixed for three years, the term of office of one Director was fixed at two years, and the term of office of one Director was fixed at one year. At each successive meetings and at the expiration of the initial term of office of each respective Director, a successor was elected to serve a term of three years. Election of Directors shall continue in this manner such that the Directors shall hold office until their successors have been elected and qualify.

SECTION 4. VACANCIES. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. If the remaining Directors shall be unable to fill said vacancy within sixty (60) days, the remaining Directors shall call a special meeting of the Association for the purpose of filling such vacancy.

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SECTION 5. REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

SECTION 6. ORGANIZATIONAL MEETING. The first meeting of a newly elected Board shall be held within ten days of the election at such place as shall be fixed by the Directors.

SECTION 7. REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, at least 15 days but not more than 50 days prior to the date named for such meeting.

SECTION 8. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on two days written notice to each Director, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of any Director.

SECTION 9. WAIVER OF NOTICE. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place of the meeting.

SECTION 10. BOARD OF DIRECTORS' QUORUM. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of

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the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If any meeting of the Board cannot be organized because a quorum is not in attendance, the Board members who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 11. COMPENSATION OF DIRECTORS. No Director shall receive any compensation from the Condominium for acting as such.

SECTION 12. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS, UNIT OWNERS AND UNIT OWNERS' ASSOCIATION.

(a) The Officers and members of the Board of Directors shall not be liable to the Unit Owners' Association or any Unit Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners' Association shall indemnify and hold harmless each of the Officers and Directors from and against all contractual liability to others arising out of contracts made by the Officers or the Board of Directors on behalf of the Unit Owners' Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Act, the Declaration or these By-Laws except to the extent that such liability is satisfied by Directors and officers liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract approved by the Board of Directors on behalf of the Unit Owners' Association. The liability of any Unit Owner arising out of any contract made by the Officers or Board of Directors, or out of the aforesaid indemnity in favor of the members of the Board of Directors or Officers, or for damages as a result of injuries arising in connection with

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the Common Elements solely by virtue of his ownership of a Percentage Interest therein or for liabilities incurred by the Unit Owners' Association, shall be limited to the total liability multiplied by his Percentage Interest. Every agreement made by the officers, the Board of Directors or the Managing Agent on behalf of the Unit Owners' Association shall, if obtainable, provide that the officers, the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners' Association and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by his Percentage Interest. The Unit Owners' Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that he is or was a Director or Officer of the Unit Owners' Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by him in such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Condominium.

(b) The Unit Owners' Association shall not be liable for any failure of any service to be obtained by the Unit Owners' Association or paid for as a common expense, or for injury or damage to person or property caused by the elements or by the Unit Owner of any Condominium Unit, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Unit Owners Association shall not be liable to any Unit owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making

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of repairs or improvements to the Common Elements or from any action taken by the Unit Owners' Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE V

OFFICERS

SECTION 1. DESIGNATION. The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The President shall be elected from the Board. The Board shall appoint such other officers as in its judgment may be necessary.

SECTION 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

SECTION 3. REMOVAL OF OFFICER. Any officer may be removed, either with or without cause, upon an affirmative vote by a majority of the members of the Board, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board, called for such purpose.

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have the responsibility of carrying out the directives of the Board and administering the affairs of the Association, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he, in his discretion, may decide is appropriate to assist in the conduct of the affairs of the Association.

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

SECTION 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board may direct. The Secretary shall, in general, perform all the duties incident to the office of Secretary.

SECTION 7. TREASURER. The Treasurer shall be responsible for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

ARTICLE VI

AMENDMENT OF BY-LAWS

These By-Laws may be amended by the affirmative vote of Unit Owners representing two-thirds or more of the votes of all Unit Owners, at a meeting of the Association called for that purpose. No amendments to the By-Laws shall become effective until a copy thereof, or an Amended Declaration containing the same as an exhibit, is recorded among the land records of Roanoke County, Virginia.

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ARTICLE VII

NOTICE OF CONVEYANCE OR ENCUMBRANCE

SECTION 1. NOTICE TO ASSOCIATION. A Unit Owner who conveys a Unit in fee or as security for an indebtedness shall within 30 days of such conveyance, give written notice to the Association through the Management Agent, if any, or the President of the Association in the event there is no Management Agent, giving the name and mailing address of the new Unit Owner or party secured, and the Association shall maintain such information in books entitled "Unit Owners" and "Secured Parties."

SECTION 2. NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a party secured by a Deed of Trust or Mortgage on a Unit, report any unpaid assessments due from the Unit Owner of that Unit.

ARTICLE VIII

COMPLIANCE

The By-Laws are set forth to comply with the requirements of the Condominium Act. In case any of these By-Laws conflict with the provisions of the Condominium Act, it is hereby agreed and accepted that the Condominium Act will control.

ARTICLE IX

BOOKS AND RECORDS

The Declaration, By-Laws, books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner or Secured Party.

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ARTICLE X

ASSOCIATION SEAL

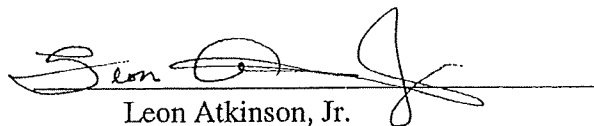
The Association shall have a seal in circular form having within its circumference the words: "Chateau Mont Condominium Unit Owners' Association, Inc."

ARTICLE XI

MISCELLANEOUS

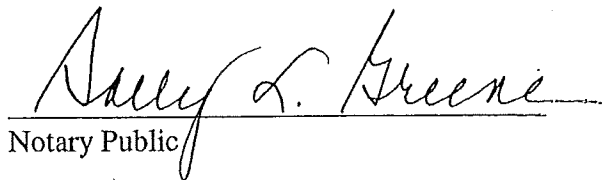
The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December every year except that the first fiscal year shall begin on the date on which the Declaration is filed for record among the land records of Roanoke County, Virginia.

IN- WITNESS WHEREOF, CHATEAU MONT OWNERS' ASSOCIATION, INC. has caused these By-Laws to be executed by an officer of the Association duly authorized.


Leon Atkinson, Jr.

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF ROANOKE, To-wit:

The foregoing Bylaws were acknowledged before me this 11th day of May, 2001, by Leon Atkinson, Jr., on behalf of the Association.


Notary Public

My commission expires:

JAN. 31, 2003

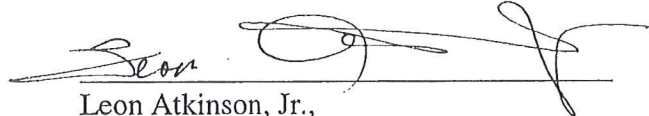
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EXHIBIT A
Percentage Interests

UNIT	SQUARE FEET	PERCENTAGE INTEREST
5002	1,564	3.00088
5004	2,554	4.90042
5006	2,057	3.94681
5008	2,057	3.94681
5022	1,721	3.30212
5024	2,554	4.90042
5026	2,057	3.94681
5028	2,057	3.94681
5042	1,721	3.30212
5044	3,074	5.89815
5046	2,421	4.64523
5048	2,421	4.64523
5018	2,057	3.94681
5016	2,554	4.90042
5014	2,057	3.94681
5012	1,432	2.74761
5038	2,057	3.94681
5036	2,554	4.90042
5034	2,057	3.94681
5032	1,588	3.04693
5058	2,421	4.64523
5056	3,074	5.89815
5054	2,421	4.64523
5052	1,588	3.04693
TOTAL	52,118	100.00

CERTIFICATION

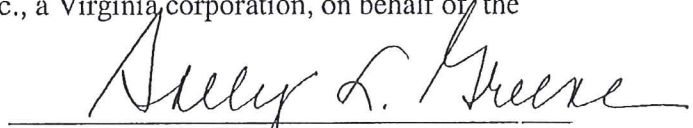
I hereby certify pursuant to Section 55-79.1(d) of the Code of Virginia that the requisite majority of the Unit Owners of Chateau Mont Condominium Unit Owners' Association, Inc. signed the amendments to the Condominium's instruments.



Leon Atkinson, Jr.,
President and Principal Officer
Chateau Mont Condominium
Unit Owners' Association, Inc.

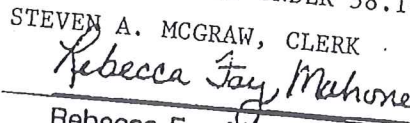
COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF ROANOKE) TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of May, 2001, by Leon Atkinson, Jr., President and Principal Officer of Chateau Mont Condominium Unit Owners' Association, Inc., a Virginia corporation, on behalf of the corporation.


Notary Public

My Commission Expires: JAN. 31, 2003

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF
ROANOKE COUNTY, VIRGINIA, THIS 11 DAY OF
July, 2001, THIS INSTRUMENT WAS PRESENTED
WITH THE CERTIFICATE OF ACKNOWLEDGMENT
ANNEXED AND ADMITTED TO RECORD AT 11:42.
THE TAX IMPOSED UNDER 58.1-802 HAS BEEN PAID.

STEVEN A. MCGRAW, CLERK

Rebecca Fay Mahone, DEPUTY CLERK