Commonwealth of Virginia
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233-1485
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Department of Professional and Occupational Regulation

Common Interest Community Board
COMMON INTEREST COMMUNITY ASSOCIATION RESALE CERTIFICATE

Section 55.1-2310 of the Resale Disclosure Act in the *Code of Virginia* requires this standard resale certificate.

The unit being purchased is in a development subject to the Virginia Condominium Act, the Virginia Property Owners' Association Act or the Virginia Real Estate Cooperative Act. Properties subject to these acts are considered "common interest communities" under the law and are governed by common interest community owners' associations ("association"). Units in common interest communities are subject to the Virginia Resale Disclosure Act that requires disclosure of information about the common interest community and its association on this resale certificate**.**

Under the Resale Disclosure Act, the Common Interest Community Board establishes the fees that may be charged for preparation and delivery of the resale certificate. No association may collect these fees unless the association (i) is registered with the Common Interest Community Board; (ii) is current in filing the most recent annual report and fee with the Common Interest Community Board pursuant to § 55.1-1835, § 55.1-1980, or § 55.1-2182; and (iii) provides the option to receive the resale certificate electronically.

Important Notice for Purchasers

The contract to purchase a unit in a common interest community association is a legally binding document. The purchaser may have the right to cancel the contract after receiving the resale certificate.

The purchaser is responsible for examining the information contained in and provided with this resale certificate. The purchaser may request an update of the resale certificate from the association.

RESALE CERTIFICATE

Name of Development: Wintergreen Property Owners Association, Inc.

Location of Development (County/City): Nelson/Augusta County

Association Name: Wintergreen Property Owners Association, Inc.

Association Address: 88 Wintergreen Drive, Roseland, VA 22967

Lot Address, Number, or Reference: 390 Saddleback Knoll, Nellysford, VA 22958

Date Prepared: 07-17-2026

The following disclosures are being made pursuant to § 55.1-2310 of the Virginia Resale Disclosure Act.

1. **Contact information:**

   ☑ Contact information for the preparer of the resale certificate and any managing agent is attached. See *Appendix 1*.

2. **Governing documents and any rules and regulations:**

   ☑ A copy of the association governing documents and rules and regulations are attached. See *Appendix 2*.

3. **Restraints on alienation:**

   There ☐ **is** ☒ **is not** any restraint on free alienability of any of the units. See *Appendix 3*.

4. **Association assessments:**

   ☑ The association levies assessments payable by the owners to the association for common expenses. See *Appendix 4*.

5. **Association fees:**

   The association ☐ **does** ☒ **does not** charge fees to the owner of the unit. See *Appendix 5*.

6. **Other entity or facility assessments, fees, or charges.**

   The owner ☒ **is** ☐ **is not** liable to any other entity or facility for assessments, fees, or other charges due to ownership of the unit. See *Appendix 6*.

7. **Association approved additional or special assessments:**

   The association ☐ **does** ☒ **does not** have other approved additional or special assessments due and payable to the association. See *Appendix 7*.

8. **Capital expenditures approved by the association:**

The association ☒ **does** ☐ **does not** have approved capital expenditures for the current and succeeding fiscal years. See *Appendix 8*.

9. **Reserves for capital expenditures:**

The association ☒ **does** ☐ **does not** have reserves for capital expenditures. See *Appendix 9*.

The association ☒ **has** ☐ **has not** designated some portion of those reserves for a specific project(s). See *Appendix 9*.

10. **Balance sheet and income and expense statement:**

The association's most recent balance sheet ☒ **is** ☐ **is not** attached. See *Appendix 10*.

The association's most recent income and expense statement ☒ **is** ☐ **is not** attached. See *Appendix 10*.

11. **Current operating budget of the association:**

☑ The association's current operating budget is attached. See *Appendix 11*.

12. **Reserve study:**

A copy of the association's ☐ current reserve study or ☒ summary of the current reserve study is attached. See *Appendix 12*.

13. **Unsatisfied judgements and pending actions:**

There ☐ **are** ☒ **are not** unsatisfied judgements or pending actions in which the association is a party that could have a material impact on the association, the owners, or the unit being sold. See *Appendix 13*.

14. **Insurance coverage:**

The association ☒ **does** ☐ **does not** provide insurance coverage for the benefit of the owners, including fidelity coverage. See *Appendix 14*.

The association ☒ **does** ☐ **does not** recommend or require that owners obtain insurance coverage. See *Appendix 14*.

15. **Written notice from the association: NO**

The association ☐ has or ☒ has not given or received written notice(s) that any existing uses, occupancies, alterations or improvements in or to the unit being sold or to the limited elements assigned thereto violate a provision of the governing documents or rules and regulations. See Appendix 15.

16. **Written notice from a governmental agency:**

The Board ☐ **has** ☒ **has not** received written notice(s) from a governmental agency of a violation of environmental, health, or building code with respect to the unit being sold, the limited elements assigned thereto, or a portion of the common interest community that has not been cured. See *Appendix 16*.

17. Board meeting minutes:

☒ A copy of any approved minutes of meetings of the Board held during the last six months is attached. See *Appendix 17*.

☐ Not applicable. See *Appendix 17*.

18. Association meeting minutes:

A copy of any approved or draft minutes of the most recent association meeting ☒ **is** ☐ **is not** attached. See *Appendix 18*.

19. Leasehold estates:

There ☐ **is** ☒ **is not** an existing leasehold estate affecting a common area or common element in the common interest community. See *Appendix 19*.

20. Occupancy limitations:

The association ☒ **does** ☐ **does not** have any limitation(s) in the governing documents on the number or age of persons who may occupy the unit as a dwelling. See *Appendix 20*.

21. United States flag restrictions:

The association ☐ **does** ☒ **does not** have any restriction(s), limitation(s), or prohibition(s) on the right of an owner to display the flag of the United States, including any reasonable restrictions as to size, time, place, and manner of placement or display of such flag. See *Appendix 21*.

22. Solar energy restrictions:

The association ☐ **does** ☒ **does not** have any restriction(s), limitation(s), or prohibition(s) on the right of an owner to install or use solar energy collection devices on the owner's unit or limited element. See *Appendix 22*.

23. Sign restrictions:

The association ☒ **does** ☐ **does not** have any restriction(s), limitation(s), or prohibition(s) on the size, placement, or duration of display of political, for sale, or any other signs on the property. See *Appendix 23*.

24. Parking or vehicle restrictions:

The association ☒ **does** ☐ **does not** have any parking or vehicle restriction(s), limitation(s), or prohibition(s) in the governing documents or rules and regulations. See *Appendix 24*.

25. Home-based business restrictions:

The association ☒ **does** ☐ **does not** have any restriction(s), limitation(s), or prohibition(s) on the operation of a home-based business that otherwise complies with all applicable local ordinances. See *Appendix 25*.

26. Rental restrictions:

The association ☐ **does** ☒ **does not** have any restriction(s), limitation(s), or prohibition(s) on an owner's ability to rent the unit. See *Appendix 26*.

27. [*Real Estate Cooperatives Only*] Tax deductibility statement:

A statement as to the deductibility for federal income tax purposes by the owner of real estate taxes and interest paid by the association ☐ **is** ☒ **is not** attached. See *Appendix 27*.

28. Pending sales or encumbrances:

There ☐ **is** ☒ **is not** a pending sale(s) or encumbrance of common elements. See *Appendix 28*.

29. Secondary mortgage market agency approvals:

There ☐ **is** ☒ **is not** any known project approval(s) currently in effect issued by secondary mortgage market agencies. See *Appendix 29*.

30. Certification:

☑ The association has filed with the Common Interest Community Board the annual report required by law.

See *Appendix 30*.

The name, address, and phone numbers of the preparer of the resale certificate and any managing agent are required to be disclosed under § 55.1-2310.A.1. of the Resale Disclosure Act.

Preparer of the resale certificate:

Name: Theresa Harris

Company Wintergreen Property Owners Association, Inc.

Mailing Address 88 Wintergreen Drive
Roseland, VA 22967

Phone Number 434-325-8524

Email tharris@wtgpoa.org

Managing Agent:

Name: Jay Roberts

Company Wintergreen Property Owners Association, Inc

CIC Manager License No. (if applicable) 0550001777

Mailing Address 88 Wintergreen Drive
Roseland, VA 22967

Phone Number 434-325-8531

Email admin@wtgpoa.org

☐ Not applicable. The association does not have a managing agent.

APPENDIX 2

The governing documents and any rules and regulations of the association are required to be disclosed under § 55.1-2310.A.2. of the Resale Disclosure Act.

The following are attached in this Appendix:

☑ Association governing documents (required)

☑ Rules and regulations

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APPENDIX 3

A statement disclosing any restraint(s) on the alienability (e.g., transfer, sale, or lease) of the unit for which the resale certificate is being issued is required under § 55.1-2310.A.3. of the Resale Disclosure Act.

☐ Article/Section ______________________________ creates a right(s) of first refusal or other restraint(s) on free alienability of the unit.

☒ Not applicable.

APPENDIX 4

A statement of the amount and payment schedules of assessments and any unpaid assessments currently due and payable to the association is required under § 55.1-2310.A.4. of the Resale Disclosure Act.

☒ The association levies assessments, payable according to the following schedule:

- ☐ monthly, in the amount of $ __________
- ☐ quarterly, in the amount of $ __________
- ☐ periodic, Jan 1 through Dec 31 (*Describe interval*), in the amount of $2279.00. year 2026

Current assessment due: Feb. 1, 2026 (*Due Date*) $2279.00

2026 Assessment Due is $2279.00

Finance Charges Due are $ 45.58

☐ The association levies an assessment in the amount of $ N/A upon transfer of a unit.

APPENDIX 5

A statement of any other fees due and payable by the owner of the unit is required under § 55.1-2310.A.5. of the Resale Disclosure Act.

☑ Other fees due: Resale Certificate (*Description*) $315.00

☐ Unpaid fees:

☐ Not applicable. There are no other fees due and payable by the owner of the unit.

APPENDIX 6

A statement of any other entity or facility to which the owner of the unit being sold may be liable for assessments, fees, or other charges due to the ownership of the unit is required under § 55.1-2310.A.6. of the Resale Disclosure Act.

Entity/Facility Name	Amount Due
Nelson County Service Authority- Water and/or Sewer fees	Unknown
Aqua Wintergreen Valley Utility Company Inc.- Water and/or Sewer fees	Unknown
Condo Associations	Unknown
Nelson/Augusta County- Real Estate Taxes	Unknown
Rates Unknown- Contact Agency	Unknown

☐ Not applicable.

APPENDIX 7

A statement of the amount and payment schedule of any approved additional or special assessment and any unpaid approved additional or special assessment currently due and payable is required under § 55.1-2310.A.7. of the Resale Disclosure Act.

☐ Additional or special assessment due: ____________________ $____________________
Due Date

☐ Unpaid additional or special assessment due: $__________________________

☒ Not applicable.

APPENDIX 8

A statement of any capital expenditures approved by the association for the current and succeeding fiscal years is required under § 55.1-2310.A.8. of the Resale Disclosure Act.

☒ Capital expenditures approved by the association for the current and succeeding fiscal years are:

Anticipated and Budgeted: Capital Repairs and Facility Maintenance 2026: $50,000.00
Anticipated and Budgeted: Capital Repairs and Facility Maintenance 2027: $43,500.00
Funded Reserve Capital Expenditures for Chestnut Springs Pool renovation 2026-2027: $150,000.00
Funded Reserve Capital Expenditures for Rodes Farm Pool renovation 2026-2027: $500,000.00

☐ Not applicable

A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the association for any specified projects is required under § 55.1-2310.A.9. of the Resale Disclosure Act.

Total amount of association reserves $ 4,042,464 (Ending 12-30-2025)

☐ Amount of total reserves **designated** for specific projects (attach list or complete below):

Specific Project	Amount Designated
Road Reserve Wintergreen Drive & Asphalt Roads	$1,150,712
Snow/Storm	$237,393
Capital & Equipment	$860,848
Settlement & Restoration	$1,101,506
Public Safety	$692,005

The amount of any reserves for specified projects is contained in Appendix 12.

☐ Not applicable.

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APPENDIX 10

The most recent balance sheet and income and expense statement, if any, of the association are required to be disclosed under § 55.1-2310.A.10. of the Resale Disclosure Act.

☒ The most recent balance sheet and income and expense statement for the association **are** attached.

☐ The most recent balance sheet and income and expense statement for the association **are not** attached.

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The current operating budget of the association is required to be disclosed under § 55.1-2310.A.11. of the Resale Disclosure Act.

☑ The current operating budget of the association **is** attached.

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The current reserve study, or a summary of such study, is required to be disclosed under § 55.1-2310.A.12. of the Resale Disclosure Act.

☐ The current reserve study of the association **is** attached.

☒ A summary of the current reserve study of the association **is** attached.

☐ Not applicable. A reserve study **is not** yet required.

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A statement of any unsatisfied judgments against the association and the nature and status of any pending actions in which the association is a party and that could have a material impact on the association, the owners, or the unit being sold are required under § 55.1-2310.A.13. of the Resale Disclosure Act.

☐ There are unsatisfied judgements against the association or pending action(s) in which the association is a party and that could have a material impact on the association, the owners, or the unit being sold. Describe below.

☒ Not applicable.

A statement describing any insurance coverage provided by the association for the benefit of the owners, including fidelity coverage, and any other insurance coverage recommended or required to be obtained by the owners is required under § 55.1-2310.A.14. of the Resale Disclosure Act.

☒ Insurance coverage provided by the association for the benefit of the owners, including fidelity coverage:

Description of insurance

	☒ Certificate of Insurance or other documentation attached. ☐ See Article/Section ______________________
	☒ Certificate of Insurance or other documentation attached. ☐ See Article/Section ______________________
	☐ Certificate of Insurance or other documentation attached. ☐ See Article/Section ______________________

☐ Any other insurance coverage recommended or required to be obtained by the owners can be found in Article/Section ____.

☐ Not applicable.

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A statement as to whether the board has given or received written notice that any existing uses, occupancies, alterations, or improvements in or to the unit being sold or to the limited elements assigned thereto violate any provision of the governing documents or rules and regulations together with any copies of that notice (s) is required under § 55.1-2310.A.15. of the Resale Disclosure Act.

☐ Written notice(s) attached.

☒ Not applicable

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A statement as to whether the board has received written notice from a governmental agency of any violation of environmental, health, or building codes with respect to the unit being sold, the limited elements assigned thereto, or any other portion of the common interest community that has not been cured is required under § 55.1-2310.A.16. of the Resale Disclosure Act.

☐ Written notice(s) attached.

☒ Not applicable.

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APPENDIX 17

A copy of any approved minutes of meetings of the board held during the last six months is required to be disclosed under § 55.1-2310.A.17. of the Resale Disclosure Act.

☒ A copy of any approved minutes of meetings of the board held during the last six months **are** attached.

☐ Not applicable

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APPENDIX 18

A copy of any approved or draft minutes of the most recent association meeting is required to be disclosed under § 55.1-2310.A.18. of the Resale Disclosure Act.

☒ A copy of any approved or draft minutes of the most recent association meeting **are** attached.

☐ Not applicable

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APPENDIX 19

A statement of the remaining term of any leasehold estate affecting a common area or common element, as those terms are defined in §§ 55.1-1800, 55.1-1900, and 55.1-2100 in the common interest community and the provisions governing any extension or renewal of such leasehold are required under § 55.1-2310.A.19. of the Resale Disclosure Act.

☒ Not applicable

☐ The remaining term of the leasehold estate established in the attached document(s) is ___________.

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APPENDIX 20

A statement of any limitation(s) in the governing documents on the number or age of persons who may occupy a unit as a dwelling is required under § 55.1-2310.A.20. of the Resale Disclosure Act.

☒ Article/Section 1 of the Gen. Covenants * describes any limitation(s) on the number or age of persons who may occupy the unit as a dwelling.

☐ Not applicable

* *Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 21

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the right of any owner to display the flag of the United States, including reasonable restrictions as to size, time, place, and manner of placement or display of such flag is required under § 55.1-2310.A.21. of the Resale Disclosure Act.

☒ Article/Section 1 of the Gen. Covenants * describes any restriction(s), limitation(s), or prohibition(s) on the right of any owner to display the flag of the United States, including reasonable restrictions as to size, time, place, and manner of placement or display of such flag.

☐ Not applicable

* *Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 22

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the right of any owner to install or use solar energy collection devices on the owner's unit or limited element is required under § 55.1-2310.A.22. of the Resale Disclosure Act.

☒ Article/Section 1 of the Gen. Covenants * describes any restriction(s), limitation(s), or prohibition(s) on the right of any owner to install or use solar energy collection devices on the owner's unit or limited element.

☐ Not applicable

* *Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

APPENDIX 23

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the size, placement, or duration of display of political, for sale, or any other signs on the property is required under § 55.1-2310.A.23. of the Resale Disclosure Act.

☒ Article/Section 1 of the Gen. Covenants * describes any restriction(s), limitation(s), or prohibition(s) on the size, placement, or duration of display of political, for sale, or any other signs on the property.

☐ Not applicable

* ***Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines.***

APPENDIX 24

A statement identifying any parking or vehicle restriction(s), limitation(s), or prohibition(s) in the governing documents or rules and regulations is required under § 55.1-2310.A.24. of the Resale Disclosure Act.

☒ Article/Section 1 of the Gen. Covenants * describes any parking or vehicle restriction(s), limitation(s), or prohibition(s).

☐ Not applicable

* ***Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines.***

APPENDIX 25

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on the operation of a home-based business that otherwise complies with all applicable local ordinances is required under § 55.1-2310.A.25. of the Resale Disclosure Act.

☒ Article/Section 2 of the Single Fam. Cov. * describes any restriction(s), limitation(s), or prohibition(s) on the operation of a home-based business that otherwise complies with all applicable local ordinances.

☐ Not applicable

* ***Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines***

APPENDIX 26

A statement setting forth any restriction(s), limitation(s), or prohibition(s) on an owner's ability to rent the unit is required under § 55.1-2310.A.26. of the Resale Disclosure Act.

☒ Article/Section Rules of the Rules * describes any restriction(s), limitation(s), or prohibition(s) on the owner's ability to rent the unit.

☐ Not applicable

* *Include applicable reference, i.e., governing documents, rules, regulations, resolutions, architectural guidelines*

REAL ESTATE COOPERATIVES ONLY

In a Real Estate Cooperative, a statement setting forth whether the cooperative association is aware of any statute, regulation, or rule applicable to the cooperative that would affect an owner's ability to deduct real estate taxes and interest paid by the cooperative association for federal income tax purposes is required under § 55.1-2310.A.27. of the Resale Disclosure Act.

☐ A statement as to the deductibility for federal income tax purposes by the owner of real estate taxes and interest paid by the association is attached.

☒ Not applicable

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A statement describing any pending sale or encumbrance of a common element(s) is required under § 55.1-2310.A.28. of the Resale Disclosure Act.

☐ Any documents pertaining to a pending sale or encumbrance of a common element(s) **are** attached.

☒ Not applicable

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APPENDIX 29

A statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies is required under § 55.1-2310.A.29. of the Resale Disclosure Act.

The common interest community is known to be currently approved (or mortgages secured by units in the common interest community are eligible for purchase) by the secondary mortgage market agencies checked below:

☐ ______________________________

☐ ______________________________

☐ ______________________________

☐ ______________________________

☑ Not applicable

APPENDIX 30

Certification that the association has filed with the Common Interest Community Board the annual report required by law, including the filing number assigned by the Board and the expiration date of such filing are required to be disclosed under § 55.1-2310.A.30. of the Resale Disclosure Act.

☑ Certification that the association has filed the required annual report with the Common Interest Community Board is attached. *

0550001777

Association Filing (Registration) number assigned by the CIC Board

12/31/2026

Filing (Registration) Expiration date

** A copy of the registration issued by the Common Interest Community Board is sufficient for the certification.*

THE PRIMARY PURPOSE OF WINTERGREEN'S COVENANTS AND RESTRICTIONS HAS BEEN TO CREATE A COMMUNITY WHICH IS AESTHETICALLY PLEASING AND FUNCTIONALLY CONVENIENT. THESE COVENANTS ARE DESIGNED TO ENCOURAGE THE PRESERVATION OF PRIVATELY OWNED PROPERTY VALUES AND TO PROVIDE FOR ENHANCEMENT OF COMMON PROPERTY RIGHTS ENJOYED BY ALL OWNERS.

TABLE OF CONTENTS

This booklet incorporates amendments made to certain covenants and restrictions, and is current as of September 5, 2017

The amounts set forth in the following sections are amended from time to time. As of January 1, 2018, the assessment amounts are as follows:

** Part 1, Section 1, the All Property (General Covenants) have been supplemented by Article V, Section 5 of the Amended Property Owner Covenants (WPOA) which provides for a Special Assessment for New Construction, which currently (2018) is $750.00 for each new detached single-family dwelling.*

** Amended Property Owner Covenants (WPOA) Article V, Section III (b). The current (2018) Assessment Unit has been set at $1,149.00.*

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO ALL PROPERTY IN WINTERGREEN

WHEREAS, WINTERGREEN, a limited partnership existing under the laws of the Commonwealth of Virginia (the Company), is the owner of certain lands located within a community known as "Wintergreen" in Nelson and Augusta Counties, Virginia.

WHEREAS, the Company wishes to declare certain restrictive covenants affecting certain lands in Wintergreen.

Now, **THEREFORE**, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and lands placed under the coverage hereof by express declaration. The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of this Declaration.

DEFINITIONS

"Wintergreen" when used herein shall refer to the lands in Nelson and Augusta Counties, Virginia, which are shown as a part of Wintergreen on the Company's Master Development Plan as revised from time to time.

Whenever used herein, the term "Company" or "the Company" shall refer to Wintergreen, a Virginia limited partnership.

Whenever used herein, the term "Association" shall refer to Wintergreen Property Owners Association, Inc., a Virginia nonprofit corporation, its successors and assigns, and any other community or owners association within Wintergreen organized by the Company or by others with the consent of the Company.

The term "Property" when used herein shall refer to any tract of land or subdivision thereof in Wintergreen which has been subjected to the provisions of this Declaration by reference in deeds issued by the Company.

The term "Property Owner" when used in this Declaration shall mean and refer to all owners (including the Company) of an interest in real property in Wintergreen including, but not limited to, owners of property or tracts of land and owners of condominium units whether such property, tracts or units are used or/intended to be used for residential, commercial or recreational purposes.

The covenants and restrictions below will be referred to as the General Covenants of September 10, 1974, and will be recorded in the Offices of the Clerks of Circuit Court of Nelson and Augusta Counties, Virginia, and may be incorporated by reference in deeds to real property issued by the Company by reference to the book and page of recording in the land records of said Clerk's Offices.

PART I – COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL PROPERTIES IN WINTERGREEN

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size, and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental considerations. For this reason such standards are not established by these covenants. In order to implement the purposes of these covenants, the Company may establish and amend, from time to time, objective standards and guidelines which shall be in addition to and more restrictive than said Conditional Use.

1. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Wintergreen until the proposed building plans and specifications, showing floor plans, the front elevation, exterior color or finish, a plot plan detailing the proposed location of such building or structure, drives and parking areas, a landscape plan, a pollution control plan described in paragraph 1 of Part II, and the construction schedule shall have been filed with and approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specification may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Company. A filing fee of ten ($10.00) dollars shall accompany the submission of such plans *. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval, the provisions of this paragraph shall be thereby waived.

2. Prior to the commencement of construction of improvements on any property, a building certificate must be obtained from the Company or its assigns and prior to occupancy of any dwelling unit a certificate of occupancy must be obtained from the Company or its assigns. A certificate of occupancy will not be

** See Article V, Section 5 of the Amended Property Owner Covenants (WPOA) for Special Assessments for Construction which currently (2018) has been set at $750.00.*

issued unless the improvements on the property substantially conform to the plans filed pursuant to the provisions of paragraph one (1) above.

3. In order to assure that location of buildings and other structures will be located and staggered, so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or structure or structures on any property in Wintergreen for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall automatically approve such location.

4. Should any dwelling unit or other structure on any property be destroyed in whole or in part, it must be reconstructed or the debris therefrom must be removed and the property restored to a neat and sightly condition within six (6) months.

5. No signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, except with the written permission of the Company or except as may be required by legal proceedings. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Residential property identification and like signs not exceeding a combined total of more than one (1) square foot may be erected without the written permission of the Company.

6. It shall be the responsibility of each property owner and tenant to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such property. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Property.

7. All animals must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Company for the maintenance and confinement of animals.

8. Prior to the occupancy of a building or structure on any property, proper and suitable provisions shall be made for the disposal of sewage by means approved by the Company.

9. Prior to the occupancy of a residence on any property, provision for water shall be made by means approved by the Company.

10. No property owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond in Wintergreen without first obtaining the written consent of the Company.

11. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, Community Antenna Television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) such portion of the property as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by said Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations, siltation basins and tanks within Wintergreen in any open space or on any property designated for such use on the applicable plat of said property, or to locate same upon any property with the permission of the owner of such property. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvement on any property pursuant to the provisions of this paragraph, the Company shall restore such property as nearly as is reasonably possible to its condition immediately prior to such installation.

12. The Company hereby reserves the right to establish reasonable limitations on the number of overnight guests who may occupy a dwelling unit at one time and to limit the number of non-related persons who may reside in a dwelling unit.

13. The use of roads in Wintergreen shall be subject to rules and regulations established and modified from time to time by the Company.

14. No vehicle of any type other than conventional automobiles, jeeps and pickup trucks shall be parked or maintained on any lot or residential building site except during the period of construction of a dwelling unit(s) thereon. A separate parking area for other vehicles shall be provided by the Company or the Association and the use of such area shall be available to all property owners in Wintergreen subject to space availability and the payment of a fee.

15. Snowmobiles shall not be used or maintained on any property as a recreational vehicle. Such vehicles may, however, be employed in the normal course of the business of a commercial or service entity in Wintergreen upon its receiving a written permit from the Company.

16. No vehicle shall be allowed to be operated on any road or trail not shown on a recorded subdivision plat without the written consent of the Company. Written consent is hereby granted for the operation of four-wheel drive vehicles on "jeep" trails designated from time to time by the Company. The use of such "jeep" trails shall be subject to the rules and regulations established, modified from time to time, and maintained by the Company.

17. Whenever the Company is permitted by these covenants (including all parts hereof) to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

PART II - ADDITIONAL RESTRICTIONS TO IMPLEMENT EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within Wintergreen and the beauty and purity of the watershed areas in Wintergreen the following environmental controls are hereby established:

1. Topographic and vegetation characteristics of properties within Wintergreen shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Company. Written approval will be granted hereunder only after a plan designed to protect the lakes and waterways from pollution resulting from erosion, pesticides or the seepage of fertilizer or other materials has been submitted to and accepted by the Company. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of paragraph 1 of Part I of these covenants.

2. No trees, shrubs or other vegetation may be removed without the written approval of the Company. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property.

3. In order to implement effective and adequate erosion control and protect the purity and beauty of lakes and waterways in Wintergreen, the Company, its successors and assigns, and its agents shall have the right to enter upon any property for the purpose of performing any grading or landscaping work of constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements have commenced on such property or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon the property for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Company, its successors and assigns, shall give the owner of the property the opportunity to take any corrective action required by giving the owner of the property notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the owner. If the owner of the property fails to take the specified corrective action immediately, the Company shall then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Company shall be kept as low as reasonably possible. The cost of such work, when performed by the Company, its successors or assigns, shall be paid by the owner thereof.

4. In order to implement effective insect, reptile, wildlife and woods fire control, the Company and its agents have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented, for the purpose of mowing, removing, clearing, cutting or pruning underbrush or weeds or other growth which in the opinion of the Company detracts from the overall beauty or safety for Wintergreen. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the owner of the property. The Company and its agents may likewise enter upon such property to remove any trash which has collected or to abate a threat to the watershed of Wintergreen from pollution. Such entry shall not be made until thirty (30) days after the owner of the property has been notified in writing of the need of such work, and unless such owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any property, to provide

garbage or trash removal services, or to provide water pollution control on any privately owned property.

5. In addition, the Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right on, over and under any property to dispense pesticides and take other action which in the opinion of the Company is necessary or desirable to control insects and vermin, to cut firebreaks and other activities which in the opinion of the Company are necessary or desirable to control fires on any property, or any improvements thereon. In the exercise of the rights reserved in this paragraph 5 the Company must take necessary precautions to protect the purity of the Wintergreen watershed.

6. The lake in Wintergreen currently known as Lake Monocan is a primary water supply for Wintergreen, and the Company, the Association, and owners of property within Wintergreen, their successors and assigns have a responsibility to avoid causing material adverse effect to the beauty, quality and purity of the waters thereof. In order to insure that this responsibility is fully met, the Company shall promulgate and may amend from time to time rules and regulations which shall govern such sensitive environmental activities as the application of fertilizers and pesticides and other chemicals, erosion control measures, use of lake surface, and any other activities as may materially affect the waters of the lake. Failure of any owner or tenant of property in Wintergreen to comply with the requirements of such rules and regulations shall constitute a breach of these covenants. The Company hereby reserves unto itself a perpetual, alienable and releasable easement and right on, over and under all property in Wintergreen for the purpose of taking any action necessary to effect compliance with the environmental rules and regulations. The cost of such action by the Company shall be paid by the owner(s) of the property upon which the work is performed. The provisions of this paragraph shall not be construed to be an obligation of the Company to take any action to effect compliance with the environmental rules and regulations.

PART III - ADDITIONAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Company to maintain and enhance (or to convey subject to open space restrictions to the Association) certain areas which the Company designates as "Open Space Areas" or "Private Open Space Areas" on plats filed for record in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia, by the Company. It is the further intent and purpose of these restrictions and covenants to protect, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural

reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Wintergreen Master Plan for development.

2. An easement in Open Space Areas is hereby granted to the owners of properties in Wintergreen, their tenants and guests, which easement shall entitle such owners, tenants and their guests to enjoy the Open Space Areas subject to the rules and regulations of the Company.

3. Land designated as "Open Space Areas" may be employed in the construction, maintenance, and enjoyment of the following facilities:

(a) Social, recreational, and community buildings.
(b) Public and private profit making clubs, golf courses and other recreational facilities.
(c) Daycare centers, nursery schools, and kindergartens.
(d) Indoor and outdoor recreational establishments.
(e) Art school and/or art gallery and/or nature museum.
(f) Camps and camp sites.
(g) Emergency squad(s) and fire stations.

4. Land designated as "Private Open Space Areas" shall be subject to the easement granted in paragraph 2 of this Part III in every respect except that the enjoyment thereof shall be and is hereby limited to owners of property, tenants, and their guests immediately contiguous and adjacent to such land and owners of non-contiguous property designated on plats of property in Wintergreen as being entitled to the enjoyment thereof. The easement in Private Open Space Areas hereby granted shall not extend to any area not clearly designated as "Private Open Space Areas." All expenses incurred in the protection, maintenance and enhancement of "Private Open Space Areas" shall be paid equally by the owners who are entitled to an easement or enjoyment over such areas.

5. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkey and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas and Private Open Space Areas for the purpose of permitting observation and study of wildlife, hiking, and riding, to erect small signs throughout the Open Space Areas and Private Open Space Areas designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the open space community use and enjoyment thereof.

6. The Company shall have the right to protect from erosion the land described as Open Space Area or Private Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company to take steps necessary to provide and insure adequate drainage ways in open space, to cut firebreaks, remove diseased, dead or dangerous trees and carry out other similar activities.

7. The Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right to go on, over and under the ground to erect, maintain and use electric, Community Antenna Television, telephone poles, wires, cables, conduits, drainage ways sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other public conveniences or utilities in said Open Space Areas and Private Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Areas and Private Open Space Areas. Such rights may be exercised by any licensee or assignee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

8. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of open space property within Wintergreen except as following:

a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, an association owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

9. No trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas or Private Open Space Areas, except

as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

10. The granting of the easement in Open Space Areas and Private Open Space Areas in this part in no way grants to the public or to the owners of any land outside Wintergreen the right to enter such open space without the express permission of the Company.

11. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said open space, in a manner not inconsistent with the provisions of this Declaration.

12. The Company further reserves the right to convey "Open Space Areas" and "Private Open Space Areas" to the Association. Such conveyance shall be made subject to the provisions of this Part III. As an appurtenance to such conveyances the Association shall have all of the powers, immunities and privileges reserved unto the Company in this part as well as all of the Company's obligations with respect thereto, including the obligation to maintain and enhance set out in paragraph 1 of this part. Property conveyed to the Association pursuant to the authority of this paragraph 12 shall become "Common Properties" or "Restricted Common Properties" as prescribed by the "Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association, Inc. and Wintergreen, a limited partnership", which are to be recorded in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia, contemporaneously herewith.

13. Where the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

14. It is expressly understood and agreed that the granting of the easements set out in this Part III in no way places a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any property owner any service of any kind, except as such may be undertaken at the expense of the Association.

PART IV - ADDITIONAL RESTRICTIONS AFFECTING GOLF FAIRWAY PROPERTIES

1. "Golf Fairway Property" is defined as all those properties intended for subdivision or development located adjacent to any golf course located in Wintergreen.

2. That portion of any Golf Fairway Property within thirty (30) feet of the property line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual landscaping plans must be approved by the Company, before implementation.

3. There is reserved to the Company a "Golf Course Maintenance Easement Area" on each property adjacent to any golf course located in Wintergreen. This reserved easement shall permit the Company at its election, to go onto any Golf Course Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such property within thirty (30) feet of the boundary line(s) bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such property; provided, however, that the above described maintenance and landscaping rights shall apply to the entire property until there has been filed with the Company a landscaping plan for such property by the owner thereof, or alternatively, a building or other structure is constructed thereon.

4. Until such time as a building or other structure is constructed on a property, the Company reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a property to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a building or other structure is constructed, such easement shall be limited to that portion of the property included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such property with a golf cart or other vehicle, shall not spend unreasonable time on such property. After construction of a building or other structure on a Golf Fairway Property, "Out of Bounds" markers may be placed on said property by the Company.

5. Owners of Golf Fairway Property shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area.

6. Notwithstanding the provisions of paragraph 3 of this Part IV, the Company hereby reserves the right to allow an owner to construct a building or other structure over a portion of the "Golf Course Maintenance Easement Area" in those cases

where it, in its uncontrolled discretion determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

PART V - ADDITIONAL RESTRICTIONS AFFECTING SKI AREAS

1. "Ski Slope Property" is defined as all those properties intended for subdivision or development located adjacent to any ski slope or trail located in Wintergreen.

2. That portion of any Ski Slope Property within thirty (30) feet of the property or block line bordering the ski slope shall be in general conformity with the overall landscaping pattern for the ski slope area established by the ski slope architect. All individual landscaping plans must be approved by the Company, before implementation.

3. There is reserved to the Company a "Ski Slope Maintenance Easement Area" on each property adjacent to any ski slope located in Wintergreen. This reserved easement shall permit the Company at its election, to go onto any Ski Slope Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This ski slope Maintenance Easement Area shall be limited to the portion of such property within thirty (30) feet of the boundary line(s) bordering a Ski Slope or trail, or such lesser area as may be shown as a "Ski Slope Maintenance Area" on the recorded plat of such property; provided, however, that the above described maintenance and landscaping rights shall apply to the entire property until there has been filed with the Company a landscaping plan for such property by the owner thereof, or alternatively, a building or other structure is constructed thereon.

4. Until such time as a building or other structure is constructed on a property, the Company reserves an easement to permit and authorize registered skiers to enter upon a property to recover a ski or other item of ski equipment, subject to the official rules of the ski area, without such entering being deemed a trespass. After a building or other structure is constructed, such easement shall be limited to that portion of the property included in the Ski Slope Maintenance Easement Area. Skiers shall not spend unreasonable time on such property.

5. Owners of Ski Slope Property shall be obligated to refrain from any actions which would detract from the skiing qualities of the ski area or the development of an attractive overall landscaping plan for the entire ski area.

6. Notwithstanding the provisions of paragraph 3 of this Part V, the Company hereby reserves the right to allow an owner to construct a building or other structure over a portion of the "Ski Slope Maintenance Area" in those cases where it, in its uncontrolled discretion determines that such construction will not materially lessen the beauty or playing qualities of the adjacent ski slope.

7. Ski slope property shall be subject to the following additional rights which are hereby reserved by the Company for itself, its successors and assigns:

(a) The right to maintain within the Ski Slope Maintenance Area drainage facilities to facilitate the removal of snow melt with minimum erosive effects.

(b) The right to enter upon any property to conduct first aid and rescue activities.

(c) The right to temporarily maintain and operate snow making machinery and related equipment (but not heavy motor driven vehicles) from time to time within the Ski Slope Maintenance Area.

PART VI - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the property shown on plats identified in and recorded in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to

compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially effect only properties against which these covenants have not been imposed.

4. The Company shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Company whether given, granted or withheld.

5. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Association its rights reserved in these covenants which include but are not limited to its right to grant approvals (or disapprovals) to establish rules and regulations, and all other rights reserved herein by the Company including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

6. Wintergreen Property Owners Association, Inc. has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia. Properties and owners of property subject to these covenants

shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners' Association, Inc.

7. Entrance upon any Property by the Company or its agents or assigns pursuant to the provisions of these covenants shall not be deemed to be a trespass.

8. ***Severability***. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby to be severable and which shall remain in full force and effect.

Dated this 26th day of September, 1974.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

CC&F WINTERGREEN, INC.
BY: GARY W. GREEN
Vice President

Attest: William S. Abbott
Secretary

State of Massachusetts)
ss.
County of Suffolk)

Personally appeared Gary W. Green and William S. Abbott and acknowledged the same to be their free act and deed, before me.

RUTH A. WHITE
NOTARY PUBLIC

My commission expires September 27, 1979

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
SINGLE FAMILY COVENANTS
September 10, 1974

In addition to the General Covenants, the following restrictions and covenants shall be applied to these properties shown as Single Family Areas on plats of sections of Wintergreen recorded in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association", "Wintergreen", "Company", or "the Company" as defined in the General Covenants are specifically incorporated herein, by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established by the Company on the 10th day of September, 1974, and which are to be recorded contemporaneously herewith in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

"Single Family Areas" as used herein is defined as all those parcels or tracts of land intended for subdivision or subdivided into properties or lots intended for the construction of detached single family dwelling units.

PART II - RESTRICTIONS

1. The approval of plans required under paragraph 1 of Part I of the General Covenants will not be granted unless the proposed house or structure will have the minimum square footage of enclosed dwelling space. Such minimum requirements for each lot will be the greater of 800 square feet or that specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

2. (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot. No structure, except as

hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one (1) small one-story accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

(b) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in overcrowding the lot.

(c) The provisions of this paragraph two (2) shall not prohibit the Company from using a house or other dwelling units as models.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued thereon by the Company. During the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

4. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

5. Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company.

6. No mobile home, trailer, tent, barn, or other similar out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats and boat trailers may be maintained on a lot, but only within an enclosed or screened

area approved by the Company such that they are not generally visible from adjacent properties.

7. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Company.

8. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

9. The utility and drainage easement reserved by the Company in paragraph eleven (11) of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each lot in a Single Family Area unless a different location of such easements is shown on recorded subdivision plats.

10. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County or Augusta County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any lot or lots owned by it and shown on the plat of any subdivision within Wintergreen in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots, provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the affected subdivision section recorded in

the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivide the property immediately abutting the property shown on plats identified in the Realty records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional

restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

5. Wintergreen Property Owners' Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners' Association, Inc.

6. ***Severability***. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Dated this 10th day of September, 1974.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:
CC&F WINTERGREEN, INC. BY: GARY W. GREEN
Vice President

Attest: William S. Abbott
Secretary

State of Massachusetts)
ss.
County of Suffolk)

Personally appeared Gary W. Green and William S. Abbott and acknowledged the same to be their free act and deed, before me.

RUTH A. WHITE
NOTARY PUBLIC

My commission expires Sept. 27, 1979

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS MULTIPLE FAMILY COVENANTS September 10, 1974

In addition to the General Covenants, the following restrictions and covenants shall be applied to those properties shown as Multiple Family Areas on plats of sections of Wintergreen recorded in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association,", "Wintergreen", "Company", or "the Company" as defined in the General Covenants are specifically incorporated herein by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Properties in Wintergreen" established by the Company on the 10th day of September, 1974, and which are to be recorded contemporaneously herewith in the Offices of the Clerks of Circuit Court of Nelson and Augusta Counties, Virginia.

"Multiple Family Tract" is defined as all those parcels or tracts of land intended for development of or developed as attached residential units including townhouse lots for sale, condominiums, and apartments.

PART II- RESTRICTIONS

1. The approval of plans required by paragraph 1 of Part I of the General Covenants will not be approved unless the proposed house or structure will have the minimum square footage of dwelling space or no more than the maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each Multiple Family Tract will be specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

2. (a) All properties in Multiple Family Tracts shall be used for residential purposes and recreational purposes incidental thereto and for related

accessory uses. The use of a portion of a dwelling unit on a Multiple Family Tract as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the unit.

(b) No structure or structures shall be erected, altered, placed or permitted to remain on any Multiple Family Tract except as provided for in these covenants and restrictions or except as provided for in each deed of conveyance and the said deed shall, in the discretion of the Company, expressly determine and limit the number of condominiums, apartments, townhouses, or other residential units or group of such units to be constructed on a given tract, including height of any and all such structures, and maximum occupancy of both individual units as well as total maximum occupancy of density of all units combined with a given Multiple Family Area.

(c) The provisions of this paragraph two (2) shall not prohibit the Company from using dwelling units as models.

3. The exterior of each phase or group of Multiple Family Units and other structures must be completed within two (2) years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. During the continuance of construction the property owner shall require the contractor to maintain the tract in a reasonably clean and uncluttered condition.

4. Each property owner shall provide a screened area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened areas delineating the size, design, texture, appearance and the Company prior to construction of the dwelling unit(s) must approve location. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

5. No mobile home, trailer, tent, barn, or other similar out-building or structure shall be placed on any Multiple Family Tract at any time, either temporarily or permanently. Boats, boat trailers, campers, oversized vehicles, or utility trailers may be maintained on a Multiple Family Property in an area designated and approved for such storage, which shall be enclosed or screened so that such trailers, campers, etc., are not generally visible from adjacent properties.

6. No structure of a temporary character shall be placed upon any Multiple Family Tract at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by the contractor shall be subject to reasonable aesthetic control by the Company.

7. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as follows:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.), and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a Multiple Family Tract owner or any owner of a residence within a Multiple Family Tract may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

8. Following the subdivision of a Multiple Family Tract into individual lots on which Townhouses are intended to be constructed, no such individual lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any townhouse lot or lots in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site for townhouses, including, but not limited to, the relocation of easement walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots. Provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

9. No building or any portion of a building shall be converted into a condominium or cooperative form of ownership within Wintergreen without the prior written consent of the Company. The Company's decision in determining whether to grant consent for such conversion may be based on any ground which in its sole and uncontrolled discretion shall seem sufficient. Should such consent be granted, the resulting condominium or cooperative shall continue to be subject to these Multiple Family Covenants.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the property shown on plats identified in Realty records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any Multiple Family Tract Owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right whenever there shall have been built on any property in the Multiple Family Tract, any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include but are not limited to its right to grant approvals (or disapprovals) to establish rules and regulations and all other rights reserved herein by the Company, including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules.

Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerks Offices.

5. Wintergreen Property Owners Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia. Properties and owners of property subject to these covenants shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners Association, Inc.

6. ***Severability.*** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Dated this 10th day of September, 1974.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

CC&F WINTERGREEN, INC.
BY: GARY W. GREEN
Vice President

Attest: William S. Abbott
Secretary

State of Massachusetts)
ss.
County of Suffolk)

Personally appeared Gary W. Green and William S. Abbott and acknowledged the same to be their free act and deed, before me.

RUTH A. WHITE
NOTARY PUBLIC

My commission expires Sept. 27, 1979

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
VALLEY RESIDENTIAL COVENANTS
May 19, 1976

In addition to the General Covenants, the following restrictions and covenants shall be applied to certain properties shown as Residential Areas on plats of Valley Subdivisions of Wintergreen recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association", "Wintergreen", "Company", or "the Company" as defined in the General Covenants are specifically incorporated herein, by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established by the Company on the 10th day of September, 1974, and which is recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in deed book 137 at page 568.

"Valley Residential Areas" as used herein are defined as those certain parcels or tracts of land located in the Valley Village Area of Wintergreen intended for subdivision or subdivided into properties or lots intended for the construction of detached single family dwelling units which are subjected to these Valley Residential Covenants.

PART II- RESTRICTIONS

1. The approval of plans required under paragraph 1 of Part I of the General Covenants will not be granted unless the proposed house or structure will have the minimum space footage of enclosed dwelling space. Such minimum requirements for each lot will be the greater of 800 square feet or that specified in each sales contract and stipulated in each deed. The term "enclosed dwelling areas" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of two-story structure.

2. (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the

owner or tenants thereof shall be considered a residential use if such use does not create customer or client to and from the lot.

(b) No enclosed structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than:

(i) One detached single-family dwelling

(ii) One accessory building which may include a guest suite or incorporate a private garage

(iii) One stable, barn or similar building to be used for the care of horses, or agricultural equipment and/or supplies and not to be used for human habitation.

(c) Neither shall any structure as described in paragraph 2b above nor shall any fence or similar enclosure be placed, erected, or altered without the prior approval of the siting, plans, design, texture, appearance and location thereof as provided under paragraph 1 of Part 1 of the General Covenants. The Company shall have the right to require that the siting of any enclosed structures or fence be staked out on the proposed location prior to granting its approval for the construction thereof.

(d) Each lot owner building a fence or similar enclosure covenants for himself and for his successors in interest to either maintain said fence or enclosure in good repair or to remove it and return the land over which said fence runs to the condition it was in prior to the construction of said fence.

(e) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and stable or barn if any.

(f) The provisions of this paragraph two (2) shall not prohibit the Company from using a house or other dwelling units as models.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued thereon by the Building Inspector. During

the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

4. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks, water tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, well pumps, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

5. Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company.

6. No mobile home, trailer, tent, or other similar temporary out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats and boat trailers may be maintained on a lot, but only within an enclosed or screened area approved by the Company such that they are not visible from adjacent properties.

7. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Company.

8. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services or TV Translator signal be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

9. The utility and drainage easement reserved by the Company in paragraph eleven (11) of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each lot in a Valley Residential Area unless a different location of such easements is shown on recorded subdivision plats.

10. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any lot or lots owned by it and shown on the plat of any subdivision within Wintergreen in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots, provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the affected subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

11. No lot may be used for raising, pasturing or keeping swine, poultry, goats, or any other animals that may be a nuisance to adjacent properties. Horses and ponies shall be permitted provided that they are enclosed by a substantial fence when grazing. In no case shall such number of animals be permitted that they are a nuisance to adjacent properties or that they over burden the land on which they are being kept. The Wintergreen Property Owner's Association, Inc. or its designate shall have the authority to determine both whether the keeping of any animal not specifically referred to above would be a nuisance to adjacent properties and whether the numbers of animals being kept on a lot over burden that property.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically

extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on:

(a) the plats showing the properties to be modified in permitted use by the change, and

(b) the plats which subdivide the property immediately abutting the property shown on plats identified in the Realty records in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of the covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company, including, but not

limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligations or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

5. Wintergreen Property Owners Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in Deed Book 137 at page 589. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners' Association, Inc.

6. ***Severability.*** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter thereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

BY: GARY W. GREEN
Vice President

Stuart R. Sadler

Ass't Secretary

State of Virginia

To-Wit: County of Nelson

Personally appeared Gary W. Green and Stuart R. Sadler and acknowledged the same to be their free act and deed, before me.

DIANE KAY MARTIN
NOTARY PUBLIC

My commission expires: Dec. 4, 1978

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS AMENDED VALLEY RESIDENTIAL COVENANTS March 12, 1986

In addition to the General Covenants, the following restrictions and covenants shall be applied to certain properties shown as Residential Areas on plats of Valley Subdivisions of Wintergreen recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association" or "Wintergreen", as defined in the General Covenants are specifically incorporated herein, by reference to the General Covenants described below.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established by the Company on the 10th. Day of September, 1974, and which is recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in deed book 137, at page 568.

"Valley Residential Areas" as used herein are defined as those certain parcels or tracts of land located in the Valley Village Area of Wintergreen intended for subdivision or subdivided into properties or lots intended for the construction of detached single family dwelling units which are subjected to these Revised Valley Residential Covenants.

The "Company" as used herein, shall mean Wintergreen Development, Inc., its successors and assigns.

PART II - RESTRICTIONS

1. The approval of plans required under paragraph I of Part I of the General Covenants will not be granted unless the proposed house or structure will have the minimum space footage of enclosed dwelling space. Such minimum requirements for each lot will be the greater of 1400 square feet or that specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure. All approvals required to

be made by the Company under paragraph I of Part I of the General Covenants shall be based solely upon the Company's subjective esthetic and/or design requirements. Explicit objective standards are not established by these covenants because such standards would make it impossible to take full advantage of the individual characteristics of each lot, of on-going technological advances or of changing environmental considerations. All approvals made by the Company (unless a deemed approval as described in paragraph 20 below), shall be in writing and shall be effective when placed in the mail or hand delivered to the individual requesting the approval. The Company shall have the right to condition any approval required by paragraph I of Part I of the General Covenants upon the deposit of a reasonable surety of performance by the individual requesting such approval.

2. (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenants thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot.

(b) No enclosed structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than:

(i) One detached single-family dwelling

(ii) One accessory building which may include a bathhouse, guest suite or incorporate a private garage.

(c) Neither shall any structure as described in paragraph 2b above nor shall any postal delivery box or any fence or similar enclosure be placed, erected, or altered without the prior approval by the Company of the siting, plans, design, color, texture, appearance and location thereof as provided under paragraph I of Part I of the General Covenants. The Company shall have the right to require that the siting of any enclosed structures or fence be staked out on the proposed location prior to granting its approval for the construction thereof.

(d) Each lot owner building a fence or similar enclosure covenants for himself and for his successors in interest to either maintain said fence or enclosure in good repair or to remove it and return the land over which said fence runs to the condition it was in prior to the construction of said fence.

(e) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

(f) The provisions of this paragraph two (2) shall not prohibit the Company from using houses or other dwelling units as models or as a real estate sales office.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued thereon by the Building Inspector. During the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

4. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks, water tanks or similar storage receptacles, electric and gas meters, air-conditioning equipment, well pumps, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground. Clotheslines and drying yards shall not be placed on any lot at any time.

5. Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company. Each lot owner shall notify the Wintergreen Police Department not less than five (5) days in advance of any gathering at any lot at which more than five (5) automobiles not belonging to Wintergreen property owners or having Wintergreen parking stickers will be parked.

6. No mobile home, trailer, tent, or other similar temporary out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats and boat trailers may be maintained on a lot, but only within an enclosed or screened area approved by the Company such as that they are not visible from adjacent properties.

7. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Company.

8. No television antenna, satellite dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or on any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company or its assigns from installing equipment necessary for a cable television system, television translator and mobile radio systems or other similar systems within Wintergreen; and

(b) Should cable television services or TV Translator signal be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Company for permission to install a conventional television antenna and such permission shall not be unreasonably withheld.

9. The utility and drainage easement reserved by the Company in paragraph eleven (11) of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each lot in a Valley Residential Area provided, however, if a specific location of such easements is shown on the recorded subdivision plats, such specific easement location shall be in addition to the utility and drainage easements provided hereby.

10. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any lot or lots owned by it and shown on the plat of any subdivision with Wintergreen in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots, provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the affected subdivision section recorded in the public records.

The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

11. No livestock, fowl or other animals may be kept or maintained on any lot except domestic cats, dogs and pet birds (except parrots) which may be kept in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. No dog houses, pens or animal shelters of any kind shall be permitted on any lot. No animal shall be allowed to run loose upon the property or any lot.

12. Neither tree houses nor platforms of like kind or nature, nor shall any exterior child play structures be placed, constructed or maintained on any lot.

13. No permanently mounted through the wall or window mounted air-conditioning units shall be permitted to be installed in or maintained in any structure unless expressly approved in writing by the Company or its assigns.

14. No exterior loud speaker or other audio broadcasting system shall be erected, installed, maintained or operated on any lot unless such action shall have been approved by the Company or its assigns.

15. No structure, pool or other facility shall be constructed or maintained so that it shall be heated or cooled by an alternative energy source including, but not limited to, active or passive solar energy or by wind driven electrical generators, which shall involve the construction or erection of any separate structure or unusual architectural feature or features without the prior written approval of the Company.

16. No private golf carts, motorcycles, motor bikes or all ATV's (all terrain vehicles) shall be operated nor maintained on any lot or other property subjected to these covenants.

17. No tennis courts shall be constructed or maintained on any lot. Except as may be approved on a case by case basis by the Company, but in no instance shall they be lighted.

18. Access to a lot by a lot owner shall be obtained only from the adjacent right-of-way established by the Company for such purpose.

19. Each lot owner, by his purchase of the lot covered by these Amended Valley Covenants, thereby agrees to and supports the abandonment of State Route 634 to the Company or the Association, provided such road shall then be made a part of the Wintergreen road system as it is operated and maintained by the Wintergreen Property Owners Association.

20. In the event an approval shall be requested in a writing delivered to the Company or its designated representative for any item or action covered by these covenants, and the Company shall take no action on such request for a period of thirty (30) days following receipt of such request, such item or action shall be taken as approved by the Company.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivide the property immediately abutting the property shown on plats identified in the Realty records in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be

deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of the covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligations or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

5. The Company shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Company whether given, granted or withheld.

6. Wintergreen Property Owners Association, Inc. has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in Deed Book 137, at Page 589 as amended by documents recorded in said Clerk's Office in Deed Book 147, at Page 269, at Deed Book 15 1, at Page 672, at Deed Book 169, at Page 508 and at Deed Book 223, at Page 474. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by the Wintergreen Property Owners Association, Inc.

7. ***Severability.*** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court of other tribunal having jurisdiction over the parties hereto and the subject matter thereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

WINTERGREEN DEVELOPMENT, INC.

By: Edward P. Spears
President

ATTEST: Stuart R. Sadler

STATE OF VIRGINIA

To-Wit:

COUNTY OF NELSON

Personally appeared Edward P. Spears and Stuart R. Sadler and acknowledged the same to be their free act and deed before me this 12th. day of March, 1986.

My commission expires: 1-20-87

LESLEY A. ROWE
Notary Republic

AFFIX

NOTARIAL

SEAL:

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF THE WINTERGREEN PROPERTY OWNERS ASSOCIATION

[Incorporating First Addendum to Amended and Restated Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association dated November 29, 2008]

THIS DECLARATION, made this 1st day of February 2000, by Wintergreen Property Owners Association, Inc. a Virginia non-profit corporation, hereinafter called "Association".

INTRODUCTION:

The Association, along with Wintergreen, a Virginia Limited Partnership, recorded a Declaration of Covenants and Restrictions ("Original Declaration") dated September 26th, 1974 governing the real property known as Wintergreen in order to create a planned development community with a balanced representation of residential, commercial and recreational uses. The Original Declaration was recorded in the Clerk's Office of Nelson County in Deed Book 137 at page number 589.

The Association desires to amend and restate the Original Declaration to reflect changes necessitated by the transition to homeowner control of the Association and other changes in the operation and development of the Property.

At a meeting of the Association held on November 27th, 1999, pursuant to notice dated October 22nd, 1999, at which a quorum was present, the members voting in person and by proxy approved this Amendment by casting 3247 votes in favor of the Amendment out of 3327 present, which represent 752 more votes than the 2495 required by Article VIII, Section 2 of the Declaration for approval.

This Amendment and Restatement was thereby approved and shall become effective on February 1, 2000.

THEREFORE, the Association declares that the real property previously subjected to the Original Declaration and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to these Amended and Restated Covenants and Restrictions ("the Declaration").

ARTICLE I – DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Wintergreen Property Owners Association, Inc., a Virginia non-profit corporation, its successors and assigns.

(b) "Wintergreen" shall mean and refer to the lands in Augusta and Nelson Counties, Virginia, which are subject to this Declaration.

(c) "Developer" shall mean Wintergreen, A Virginia Limited Partnership, its successors and assigns.

(d) The "Properties" shall mean and refer to the Existing Wintergreen Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof.

(e) "Lot" or "Residential Lot" shall mean any subdivided but unimproved parcel of land located within the Properties which is intended for use as a site for a single family detached dwelling, townhouse, or garden home (Patio or Zero lot line) as shown upon any recorded final subdivision map of any part of the Properties. "Residential Lot" shall also include a "Back Country Parcel" on which more than one (1) single family dwelling may be permitted. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessments as improved properties.

(f) "Multiple-Family Tract" shall mean any unimproved parcel of land located within the Properties, intended for development of attached residential units including townhouse lots, condominiums and apartments. For the purposes of this Declaration, a parcel of land shall not be deemed a "Multiple-Family Tract" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for multiple-family use is recorded in the Offices of the Clerks of Circuit Court of Augusta or Nelson County, Virginia, and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties. Townhouse lots shall become

"Residential Lots" at such time as they appear on a plat recorded in said Clerk's Offices.

(g) "Back Country Parcel" shall mean and refer to parcels in Wintergreen generally containing five (5) acres or more which are designated as "Back Country Parcels" on plats of subdivisions filed in the Office of the Clerks of Circuit Court of Augusta or Nelson County, Virginia.

(h) "Public or Commercial Site" shall mean any unimproved parcel of land within the Properties, intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents of Wintergreen and/or the public, including but not limited to: business and professional offices facilities for the retail sale of goods and services; banks and other financial institutions; social clubs; restaurants; hotels, motels, inns; theaters; lounges; indoor recreational facilities; transportation terminals or stations; automobile parking facilities, fuel stations, and condominium regimes designed for mixed commercial and residential uses, provided, however, that a "Public or Commercial Site" shall not include property upon which improvements are to be built which also qualifies as a Multiple-Family Tract. For the purposes of this Declaration, a parcel of land shall not be deemed a "Public or Commercial Site" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a public or commercial site is recorded in the Office of the Clerks of Circuit Court of Augusta or Nelson County, Virginia, and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(i) "Development Unit Parcel" shall mean and refer to those parcels or tracts of land which have been made subject to covenants and restrictions permitting the division of such parcel or tract into smaller land units such as Residential Lots, Multiple-Family Residential Tracts, or Public or Commercial Sites.

(j) "Unsubdivided Land" shall mean and refer to all land in the Existing Wintergreen Property described in Article II hereof and all land contiguous to or near the Properties, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof which has not been subdivided into Residential Lots, Back Country Parcels, Multiple-Family Tracts, Public or Commercial Sites, or Development Unit Parcels, through metes and bounds subdivision plats filed for record in the Office of the Clerks of Circuit Court of Augusta or Nelson County, Virginia. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof:

(1) All lands committed to the Association through express, written notification to the Association of intent to convey to the Association.

(2) All lands designated on the Master Plan for intended use or by actual use if applicable, for outdoor recreation facilities; woodland, marsh and swamp conservancies; places of worship; community, civic, and cultural clubs; libraries; nursery and other schools and instructional centers, and charitable institutions.

(3) All lands designated, in any way, as Common Properties.

(k) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single-family dwelling, including without limitation any single-family detached dwelling, garden home (Patio or Zero lot line), condominium unit, townhouse unit, cooperative apartment unit, or apartment unit located within the Properties. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to assessment as improved properties.

(l) "Public or Commercial Unit" shall mean and include any improved parcel of land within the Properties which is intended and designated to accommodate public, commercial or business enterprises to serve residents and/or the public, including but not limited to all those enterprises enumerated in subparagraph (h). A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to assessment as improved properties.

(m) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Offices of the Clerks of Circuit Court of Augusta or Nelson County, Virginia, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Residential Lot, Back Country Parcel, Family Dwelling Unit, Multiple-Family Tract, Public or Commercial site, Public or Commercial Unit, Development Unit Parcel, or Unsubdivided Land situated upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and until such mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term

"Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Offices of the Clerks of the Circuit Court of Augusta or Nelson County, Virginia, a long-term contract of sale covering any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(n) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of a Dwelling Unit or Public or Commercial Unit in Wintergreen.

(o) "Resident" shall mean and refer to each Owner and Tenant of a Dwelling Unit.

(p) "Member" shall mean and refer to all those Owners who are Members of the Association as defined in Section 1 of Article III.

(q) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Wintergreen. Since the concept of the future development of Wintergreen may be subject to revision and change, present and future references to the "Master Plan" shall be references to the latest revision thereof.

(r) "Intended for Use" shall mean the use intended for various parcels within the Properties as shown on the Master Plan of Wintergreen as the same may be revised from time to time, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds which conveyed the property.

(s) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are owned by or leased to the Association and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners, residents, and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the

Association) subject to the fee schedules and operating rules adopted by the Association, provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease.

(t) “Referendum” shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association.

(u) “Wintergreen Partners, Inc.” or “Partners” shall mean and refer to Wintergreen Partners, Inc., a Virginia non-stock corporation, its successors and assigns.

ARTICLE II

Section 1. Existing Wintergreen Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these covenants is described as follows:

> All that tract or parcel of land, situate, lying and being in Nelson County and Augusta County , Virginia, which is more particularly described in Exhibit “B” to the Original Declaration.

All of the real property hereinabove described shall sometimes be referred to herein as the “Existing Wintergreen Property.”

Section 2. Additions to Existing Wintergreen Property. Additional lands may become subject to this Declaration in the following manner.

(a) *Additions.* During the period of development, which shall by definition extend from date to January 1, 2005, the Developer, its successors, and assigns, shall have the right, without further consent of the Association to bring within the plan and operation of this Declaration the additional property described in Exhibit “B” to the Original Declaration, any property for which such additional property is exchanged if the property acquired by exchange is contiguous or nearly contiguous to the “Properties” or any other property contiguous to properties described in Exhibit “B”. Such property may be subjected to this Declaration as one parcel or as smaller parcels at different times. The additions authorized under this and the succeeding subsection, shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration, but such modifications shall have no effect on the property described in Section 1, Article II above.

(b) *Other Additions*. Upon approval in writing of the Association pursuant to simple majority of the vote of those present at a duly called meeting and if prior to January 1, 2005, the written approval of the Developer, the Owner of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration, but such modification shall have no effect on the property described in Section 1, Article II above.

(c) *Mergers*. Upon merger or consolidation of the Association with another association, as provided for in the by-laws of the Association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Existing Wintergreen Property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, change, or addition to the covenants established by this Declaration within the Existing Wintergreen Property, including, without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association.

(d) Additional lands which become subject to this Declaration under the provisions of this Section II may in the future be referred to as a part of Wintergreen.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association.

Section 2. Voting Rights.

(a) The Association shall have the following two types of regular voting membership and one type of special voting membership:

(1) TYPE "A": Type "A" Members shall be all Owners of Residential Lots and Family Dwelling Units. A Type "A" Member shall be entitled to one vote for each Residential Lot or Family Dwelling Unit which he owns.

(2) TYPE "B": Type "B" Members shall be all those Owners of Public or Commercial Units exclusive of the Resort Owner (as hereinafter defined). Type "B" Members shall be entitled to one vote for each 1,000 square feet of enclosed public or commercial space; provided, however, that the Type "B" Owners shall not be permitted to vote for the at-large Directors of the Association, which Directors shall be elected only by the Type "A" Members. In computing the number of votes to which a Type "B" Members shall be entitled, any such unit containing less than 1,000 square feet shall entitle its owner to one vote. In computing the number of vote attributable to Public or Commercial Units, all fractions shall be rounded to the nearest whole number.

(3) TYPE "D": The owner of the Resort, its successors and assigns (collectively, the "Resort Owner"), shall be the Type "D" Member and shall be entitled to one (1) vote for each Residential Lot or Family Dwelling Unit owned by the Resort Owner, and one (1) vote for each 1,000 square feet of enclosed public or commercial space owned by the Resort Owner, as the case may be; provided, however, that the Resort Owner shall not be permitted to vote for the at-large Directors of the Association, which Directors shall be elected only by the Type "A" Members.

(b) When any property entitling the Owner to membership as a Type "A" or Type "B" Member of the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property or if property is owned by a corporation or other business entity, then such owners shall file with the Secretary of the Association an instrument in writing signed by all such Owners and designating one Owner (or in the case of a corporation, one of its officers) to cast the vote or votes which are attributable to such property.

(c) The principles of this Section shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

Section 3. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The size and composition of the Board of Directors, and the term of each Director, shall be as set forth in the Bylaws; provided, however, that (i) the size of the Board of Directors shall not be less than five (5) directors; (ii) two (2) Directors shall be appointed by the Type "D" Member and the remainder of the Directors shall be elected by the Type "A" Members at the Annual Meeting of the Association; (iii) at least one (1) at-large Director shall be the Owner of either a Lot or Dwelling Unit located in the Valley Village portion of Wintergreen, as depicted on the Master Plan; and (iv) at least one (1) at-large Director shall be the Owner of either a Lot or Dwelling Unit located in the Mountain Village portion of Wintergreen, as depicted on the Master Plan.

Section 4. Members to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, an increase of maximum assessments by the Association in excess of that provided for herein, and the addition of functions or services which the Association is authorized to perform. In the event fifty-one percent (51%), or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor. The Members may require a Referendum on any action of the Board of Directors by presenting to the secretary of the Board within sixty (60) days of the taking of such action or ratification by the Board of its intent to take such action a petition signed by not less than twenty percent (20%) of the Members.

Section 5. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members shall be as provided in the Bylaws, except with respect to proposed amendments of this Declaration, which shall be governed by the quorum requirement established in Article VIII, Section 2 (Amendments) of this Declaration.

Section 6. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by Proxy authorized in writing, provided, however, that Proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed or delivered to the Association.

Section 7. Ballots By Mail. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against each motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 of this Article III. Such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment in Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A", "B" and "D" Member (except in the case when the property entitling the Owner to membership as a Type "A" or "B" Member of the Association is owned of record in the name of two or more persons or entities then the Owner as designated to vote for the owners of said property according to Article III, Section 2 hereof shall be the sole member for said property except as provided for herein) and every guest or tenant of such Type "A", "B" and "D" Member shall have an easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Back Country Parcel, Family Dwelling Unit, Multiple Family Tract, Public or Commercial Site, Public or Commercial Unit, or Development Unit Parcel.

A Member's spouse and dependent children shall have the same easement of enjoyment hereunder as a Member.

In those instances where a Lot or Dwelling Unit or other property in Wintergreen owned or occupied as a tenant by two (2) or more persons having an equal interest in said property (who do not have the relationship of spouse or child one to the other) or by a corporation, such joint owners of an equal interest in said property or such corporation may appoint up to three (3) persons as "Primary Members". Each such Primary Member shall have the same easement of enjoyment in the Common Properties as Members who own or occupy such property singularly, provided that each property having two (2) Primary Members only, shall pay the same assessment as though the property had only one Primary Member and further provided, that each property having three (3) Primary Members shall pay an assessment 1 ½ times the assessment that would be levied against the property were it owned by an individual alone. Primary Members appointed from a lot owned by a corporation must be officers, directors, or employees of said corporation. The remaining part owners of property at Wintergreen, not designated Primary Members, and the principal officers of a corporation owning property at Wintergreen, not designated Primary Members, shall be entitled to an easement of enjoyment in the Common Properties only as guests of a Primary Member.

Section 2. Purchase or Sale of Common Properties. Common Properties may be acquired by the Association if approved by a vote of sixty percent (60%) of the total votes in a Referendum of Type "A" Members.

Common Properties may be sold or transferred by the Association if approved by a vote of seventy-five percent (75%) of the total votes actually cast in a Referendum of the Residential Owners; provided, however, that if Common Properties are proposed to be sold or transferred to (i) a nonprofit entity whose sole or primary purpose is to serve Wintergreen, or (ii) a public service company serving Wintergreen, or (iii) a political subdivision of the Commonwealth of Virginia, the Association may approve such sale or transfer by a vote of fifty-one percent (51%) of the total votes actually cast in a Referendum of Type "A" Members.

Section 3. Extent of Members Easements. The easements of enjoyment created hereby shall be subject to the following, in addition to being subject to the provisions of the Virginia Property Owners' Association Act, § 55-508 et seq., Code of Virginia (1950), as amended (the "Act"), including the due process provisions of § 55-513:

(a) The right of the Association to assume and pay any liens or encumbrances against the Common Property at the time of conveyance; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and

(c) The right of the Association, to suspend the rights and easements of enjoyment of any Member or Tenant or Guest of any Member for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and provided that the Association shall not suspend the right to use any roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use.

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, and any facilities included therein, including the right of the Association to charge a reasonable toll for the use of any roadways belonging to the Association, provided, however, that such rights of the Association shall not be construed to impair or qualify an Owner's rights of ingress and egress to his property.

(e) For so long as a Member's assessments payable to the Association are not in arrears, there shall be no fee or toll assessable against such Member, his family, guests, tenants, suppliers, or other business invitees. This paragraph shall be construed to mean that for so long as each Type "D" Member is current in the payment of its assessments due the Association, that its respective suppliers, material men, contractors, agents, guests, prospects and other business invitees, including skiers, shall be exempt from the payment of road tolls and/or use fees. Subject to the payment of Association assessments, Partners shall have the right to park the vehicles of skiers and other resort guests along the road rights-of-way in accordance with any rules and regulations adopted by the Board of Directors to ensure that such parking shall not unreasonably hinder traffic on such roads. Subject to the above limitations, the Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of the Association's roadways, including, but not limited to the types and sizes of vehicles permitted to use such roads, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of the Commonwealth of Virginia or of Nelson or Augusta Counties, Virginia, shall not make such restrictions unreasonable.

(f) The right of the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Properties.

(g) The right of the Association to give or sell all or any part of the Common Properties, including lease-hold interests, to any public or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gifts or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized pursuant to Article IV, Section 2, and subject to the quorum requirements established by Article III, Section 5, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

(h) The rights of reversion of the Lessor of any Common Properties leased by the Association upon expiration of the lease.

(i) The Association shall not infringe upon or in any way inhibit or interfere with the Members' Easements of Enjoyment in the Common Properties by permitting or allowing the above or below ground construction or installation of any lines, facilities, structures or any other appurtenances relating to the transmission of utilities on any Common Properties. This provision shall only apply to transmission line utilities and shall not apply to any utilities that cross upon, above or below any Common Properties for the purpose of providing services or utilities directly to the Association or any Members.

Nothing in this section shall create any rights, remedies or liabilities for any Member in contravention of Va. Code Section 55-516.2.

ARTICLE V - COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner covenants, and each Owner of any Residential Lot, Back Country Parcel, Family Dwelling Unit, Multiple Family Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, or Unsubdivided Land, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) Annual assessments or charges; (2) Special assessments or charges for the purposes set forth in this Article; and (3) Individual assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The Annual, Special and Individual assessments, together with such interest at the judgment rate used by the Circuit Courts of Augusta and Nelson Counties, a late payment penalty of fifteen percent (15%) and, costs of collection therefor (including reasonable attorneys' fees) as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is levied. Each such assessment, together with such interest thereon, late payment penalties and cost of collection (including reasonable attorneys' fees) as hereinafter provided, shall also be the personal obligation of the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, Back Country Parcel, Family Dwelling Unit, Multiple Family Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, or any Unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Common Properties, and to provide services which the Association is authorized to provide. In carrying out these duties, the Association may expend funds derived from the assessments to make payments of principal and interest as consideration for the conveyance to the Association of Common Properties.

Section 3. Application of "Maximum" Assessment. The maximum annual assessment, as set forth in the schedule below, and as is annually increased pursuant to the provisions of subparagraph (g) below, may be levied by the Association. If, however, the Board of the Association, by majority vote, determines that the functions of the Association may be properly funded by an assessment less than that set forth below, it may levy such lesser assessment. The levy of an assessment less than the maximum regular assessment in one year shall not affect the Board's right to levy the maximum assessment in subsequent years. If the Board of Directors shall levy less than the regular assessment for any assessment year and thereafter, during such assessment year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a supplemental assessment. In no event shall the sum of the initial and supplemental regular annual assessments for that year exceed the applicable maximum regular assessments.

If the Board of the Association, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any year by the Maximum Regular Annual Assessment, it may call a Referendum requesting approval of a specified increase in such assessment. Should sixty percent (60%) of the votes cast in such Referendum be in favor of such Referendum, the proposed increased assessment shall be levied. An increase in assessments in any year pursuant to a Referendum taken shall in no way affect assessments for subsequent years.

(a) The maximum annual assessment shall be the sums calculated in accordance with the following schedules as shall be increased in each instance, with the exception of the Amenity Fee (as hereinafter defined), by an inflation adjuster as set forth in this Article V, Section 3(g).

PROPERTY TYPE	MAXIMUM ANNUAL ASSESSMENT
Residential Lots	One (1) Assessment Unit each.
Family Dwelling Units	One and one-half (1.5) Assessment Units each.
Lots or Dwelling Units with Three (3) Primary Members	One and one-Half (1.5) Assessment Units each.
Public & Commercial Units	One (1) Assessment Unit for each vote authorized pursuant to Article III, Section 2 of this Declaration.
Resort	1% of the audited gross revenues of the Resort each year (the "Amenity Fee").

(b) The Assessment unit for 2008 shall be $740.00 *.

** The Assessment unit for 2018 has been set at $1,149.00.*

(c) Property shall not be classified for purposes of these covenants and these Annual Assessments as a Residential Lot until the first day of the Quarter immediately following the date that the property has been conveyed to the initial purchaser.

(d) The Annual Assessments shall be billed annually commencing on the first day of January of each year. The Resort Owner, its successors and assigns, shall permit the Association or its designated Agent to examine its records to the extent reasonably necessary to determine that the proper assessments are being paid. All Assessments shall be due and payable sixty (60) days from the date of mailing the same.

(e) The Owner of any assessable property which changes from one category to another during an assessment year shall be billed for the remaining full quarters of such year to reflect the category change. Upon the initial sale by a developer, "Development Unit Parcels" shall change category to the category of "Residential Lots", "Family Dwelling Units", or "Public or Commercial Units", as the case may be. The date for any category change for a piece of property shall be the date the property was conveyed from a developer or the Type "D" Member to a Type "A" or Type "B" Member. The date for the change in assessment from an undeveloped homesite to a family dwelling unit for a Type "A" Member shall be the date of the occupancy permit therefor. No owner of Type "B" Member property shall be billed for any assessment thereon until a certificate of occupancy shall have been issued for said property.

(f) All assessments charged by the Association shall be rounded off to the nearest dollar.

(g) The maximum annual assessment, with the exception of the Amenity Fee, shall be increased each year by the Board of Directors by an amount not in excess of ten percent (10%) per year over the previous year, or the percentage increase between the first month and the last month on an annual assessment period in the *Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items*, 1982-84=100 (hereafter "C.P.I."), as published by the U.S. Bureau of Labor Statistics, over the twelve (12)-month period ending with the next-to- last month of the immediately preceding annual assessment period, whichever is larger. However, the Board of Directors may suspend such automatic increase for any one (1) year in its own discretion and may institute such lesser increase as it may determine in the best interests of the Association. In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

Any increase in the fixed amount of the maximum Regular Annual Assessment shall be made in such a manner that the proportionate increase in such assessment is the same for Owners of Residential Lots, Back Country Parcels, Family Dwelling Units, Public or Commercial Units, and Development Unit Parcels. Any time the actual assessment levied by the Board of Directors of the Association is less than the Maximum Regular Annual Assessment such decrease of the actual assessment shall be proportionate among the Owners of Residential Lots, Back Country Parcels, Family Dwelling Units, Public or Commercial Units, and Development Unit Parcels.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual regular assessments authorized by Section 3 hereof, the Board of Directors shall have the power to levy a special assessment against its members if the purpose of doing so is found by the Board to be in the best interests of the Association and the proceeds of the assessment are used primarily for the maintenance and upkeep of the common area and such other areas of responsibility expressly provided in this Declaration, including capital expenditures. A majority of votes cast, in person or by proxy, at a meeting of the membership convened in accordance with the provisions of the Association's bylaws within sixty days of promulgation of the notice of the assessment shall rescind or reduce the special assessment.

This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximum set forth in Section 3 of this article plus an additional special assessment or assessments. Such special assessment(s) in any one year may not exceed a sum equal to the amount of the maximum regular annual assessment for such year except for emergency or repairs required as a result of storm, fire, natural disaster or other casualty loss. The fact that the Association has made an annual assessment for an amount up to the permitted maximum shall not affect its right to make a special assessment during the year.

The proportion of each special assessment to be paid by the owners of the various classifications of assessable property shall be equal to the proportion of the regular assessments made for the assessment year during which such special assessments are made.

Section 5. Special Assessments for Construction. In addition to the regular annual assessments authorized by Section 3 hereof and the special assessments for improvements and additions authorized by Section 4 hereof, the Association shall levy a special assessment for construction, the amount of which shall be determined by the Board of Directors and which shall be levied on the following classifications of properties:

PROPERTY TYPE	BASIS OF SPECIAL ASSESSMENT
Detached Single-Family Dwelling	per unit
Attached Multi-Family Dwelling & Condominium Units	per unit
Public & Commercial Units	per 1,000 sq.ft. of enclosed commercial space

In computing the construction assessment attributable to Public or Commercial units, the assessment shall in no case be less than $150.00 and, in the event, that a unit contains a fraction of 1,000 square feet, the assessment for the fraction shall be prorated according to the size of said unit.

This construction assessment shall be levied at the time that the plans for the construction are submitted for approval to the Wintergreen Architectural Review Board. This construction assessment shall be levied against all Type "A", Type "B" and Type "D" members of the Association. All assessments for construction shall be used for the same purposes as the annual assessments levied by the Association.

Section 6. Reserve Funds. The Association may establish reserve funds from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss, and (c) initial costs of any new service to be performed by the Association.

Section 7. Change in Maximum Amounts of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article II, Section 2, hereof, and under the Bylaws of the Association.

Section 8. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of *the Owner; the Lien; Remedies of Association*. If the assessment is not paid on or before past-due date specified in Section 3 hereof, then such assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the due date, late payment penalties and cost of collection thereof as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

Section 10. Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any deed or deeds of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by the creditor to a subsequent owner, provided, however, that the creditor shall not be liable for assessments until it has held title to the property for more than one (1) year. Sums collected by foreclosure of said Deed of Trust shall be applied first to the indebtedness secured thereby and all cost of collection, second to past due assessment and third to assessments which have accrued but have not become due and payable.

Section 11. Exempt Property. The following property, individuals, partnerships or corporations subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

(a) The grantee in conveyances made for the purpose of granting utility easements;

(b) All Common Properties;

(c) Property which is used for any of the following purposes:

(1) In the maintenance and service of facilities within Common

properties;

(2) Places of worship;

(3) Schools;

(4) Non-profit, governmental, and charitable institutions.

Section 12. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than $1,000.00. Such officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

Section 13. Annual Budget. The Board of Directors shall prepare and make available to all Members at least thirty (30) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

Section 14. Individual Assessment. The Board of Directors shall have the power to assess an Owner's Lot or Dwelling Unit or other property individually: (i) for the amount of any charges imposed on that Owner pursuant to Article VII (Architectural Review of Common Properties); (ii) for any costs incurred by the Association for which that Owner is responsible under Article VIII, Section 10 (Additional Liability); and (iii) for contractual charges levied pursuant to Section 15 hereof (Optional Expenses) and Article VI, Section 3 (Services). Each such Individual assessment shall be due within thirty (30) days after notice thereof is given to the Owner unless the notice specifies a later date.

Section 15. Optional Expenses. Upon request, the Association may provide certain services, as specified in Article VI, Section 3, to Owners on a contractual basis; provided, however, that the charge for such services shall be assessed against such Owner's Lot(s) or Dwelling Unit(s) or other property within Wintergreen in accordance with the terms of the contract.

Section 16. Transfer Fee. The developer of each unit or lot located within those areas of the Master Plan labeled as "Future Development" shall pay to the Association, unless expressly waived in writing by the Board of Directors, the Transfer Fee (as hereinafter defined) upon the first sale of a newly constructed dwelling or unit. The Transfer Fee shall be paid to the Association at closing upon such transfer and, unless otherwise determined by the Board of Directors, used by the Association to maintain the Common Properties. Payment of the Transfer Fee shall be the joint and several obligations of both the selling and the purchasing Owners. In the event of non-payment of such Transfer Fee, the amount due shall bear interest as set forth in Article V, Section 1, of the Declaration, shall constitute a lien on the developer's property in Wintergreen, and shall be collectible as an Assessment. The Transfer Fee for 2008 shall be equal to $2467.00 and shall be subject to annual increase pursuant to the inflation adjuster specified in subsection (g) of Article V, Section 3.

ARTICLE VI - FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Common Properties. The Association shall be authorized to own, lease and/or maintain common properties and equipment, furnishings, and improvements devoted to the following uses:

(a) For roads or roadways, and parkways along said roads or roadways throughout the Properties;

(b) For sidewalks, walking paths or trails, bicycle paths, jeep trails, equestrian centers, and bridle paths throughout the properties;

(c) For transportation facilities throughout the Properties other than privately owned automobiles, e.g. buses, electric vehicles, etc., paid for by special assessment as provided for in Article V, Section 4 hereof.

(d) For security and fire protection services including security stations, maintenance building and/or guardhouses, police equipment and fire stations and fire fighting equipment; and buildings used in maintenance functions.

(e) For emergency health care including ambulances and emergency care medical facilities and the equipment necessary to operate such facilities;

(f) For providing any of the services which the Association is authorized to offer under Section 3 of this Article;

(g) For purposes set out in deeds or long-term leases by which Common Properties are conveyed or leased to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 4 of this Article;

(h) For lakes, play fields, camps and campgrounds, lookout stations, historic parks, wildlife areas, fishing facilities, other recreational facilities of any nature, and community meeting facilities serving the Properties; and

(i) For water and sewage facilities and any other utilities, if not adequately provided by a private utility, Nelson County or Augusta County, or some other public body.

Section 2. Authority to Purchase Common Properties. The Association shall be authorized to purchase or lease properties following approval of the Members pursuant to the requirements of Section 2 of Article IV hereof. The purchase price may be financed, in whole or in part. The general terms of the financing must also be approved by the Members pursuant to the requirements of Section 2 of Article IV hereof.

Section 3. Services. The Association shall be authorized but not required to provide the following services:

(a) The Association shall be responsible for the management, maintenance and upkeep of all of the Common Properties, including without limitation: (i) open areas; (ii) roadways; and (iii) all other improvements located on the Common Properties. The cost of such management, maintenance and upkeep shall be charged to Owners as a Common Expense. If the Board of Directors determines that certain maintenance or upkeep was necessitated by the negligence, misuse or willful misconduct of an Owner or for which an Owner is responsible pursuant to Article VIII, Section 10, the cost of such maintenance or upkeep shall be assessed against such Owner's property at Wintergreen pursuant to Article V, Section 2(e). The Board of Directors shall establish the standards for maintenance and upkeep of the Common Properties in its sole discretion.

(b) The Association shall be authorized but not required to provide the following services:

(1) Landscaping of roads and parkways, sidewalks and walking paths and any Common Properties;

(2) Transportation facilities other than privately owned automobiles, e.g., buses, electric vehicles, etc., paid for by special assessment as provided for in Article V, Section 4 hereof;

(3) Lighting of roads, sidewalks and walking paths throughout the Properties;

(4) Police protection and security, including but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Existing Wintergreen Property, and assistance in the apprehension and prosecution of persons who violate the laws of Virginia within the Properties;

(5) Fire protection and prevention;

(6) Garbage and trash collection and disposal;

(7) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;

(8) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;

(9) Maintenance of all lakes, streams and creeks located within the properties, including the stocking of such lakes, streams and creeks;

(10) To take any and all actions necessary to enforce all covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties;

(11) To set up and operate an Architectural Review Board;

(12) Improvement of fishing available to Members within the Properties;

(13) To conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;

(14) To provide legal and scientific resources for the improvement of air and water quality within the Properties;

(15) To maintain water search and rescue boats for the protection and safety of those in the waters located on or adjacent to the Properties;

(16) To provide safety equipment for storm emergencies;

(17) To support the operation of transportation services between key points of the Properties and the airports, other public transportation terminals and public centers serving the area surrounding the Properties with special assessment on the resort area as provided for in Article V, Section 4 hereof;

(18) To construct improvements on Common Properties for use for any of the purposes or as may be required to provide the services as authorized in this Article;

(19) To provide administrative services including but not limited to: legal, accounting and financial; and communication services informing Members of Activities, Notice of Meeting, Referendums, etc., incident to the above listed services;

(20) To provide liability and hazard insurance covering improvements and activities on the Common Properties;

(21) To provide water, sewage and any necessary utility services not provided by a public body or private utility;

(22) To provide, conduct, or maintain water pollution and shoreline erosion abatement measures including, without limitation, maintenance and repair of shore revetments and groins;

(23) To provide emergency, general and technical rescue services, including necessary and appropriate personnel, vehicles, equipment and facilities related thereto;

(24) To provide any or all of the above-listed services under a written contract, the terms of which must be approved by the Board of Directors, to another association of owners of real property or to a political subdivision of the Commonwealth of Virginia.

Section 4. Obligation of the Association. With the exception of the duties imposed upon the Association by this Declaration and the Act, the Board of Directors shall determine which of the functions and services specified by the provisions of this Article shall be provided. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special assessments shall be submitted for referendum as herein provided.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions.

ARTICLE VII- ARCHITECTURAL REVIEW OF COMMON PROPERTIES

Section 1. Architectural Review. No building, wall, fence, swimming pool, or other structure shall be commenced, erected, or maintained upon the Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Architectural Review Board. This paragraph shall not apply to any property utilized by a governmental entity or institution.

The Architectural Review Board shall be composed of at least three (3) but not more than five (5) Members, all of whom shall be appointed by the Board of Directors of the Association.

ARTICLE VIII- GENERAL PROVISIONS

Section 1. Duration. The Covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association, the holder of any approval rights pursuant to assignment or transfer from the Developer, and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five (25) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial twenty-five (25) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. The procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given to each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, and the total number of votes cast against the amendment. Such Addendum shall be recorded in the Offices of the Clerks of the Circuit Court of Augusta and Nelson Counties, Virginia.

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2 the presence at the meeting of the Members or proxies entitled to cast sixty percent (60%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty percent (50%) of the total vote of the Association.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one of two or more co-owners or co-tenants of real property in Wintergreen shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person, persons, or entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Member or any holder of any approval rights pursuant to assignment or transfer from the Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals contemplated under this Declaration, neither the Association nor the holder of any approval rights pursuant to assignment or transfer from the Developer shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 9. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Augusta or of Nelson County, Virginia which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Properties as set forth below:

(a) Each lot or parcel of land located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such lot or parcel to the Trustee. The amount of such annual assessment and its due date shall be determined solely by the Trustee, as the case may be, but the amount of such annual assessment on any particular lot or parcel shall not exceed the amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below.

(b) The rate of the minimum and maximum annual assessment which may be charged by the Trustee hereunder on any particular lot or parcel may be automatically increased each year by either ten percent (10%) or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas", whichever of these two percentage figures is larger. The actual amount of such increase in the regular maximum annual assessment on a lot or parcel shall equal the regular maximum annual assessments on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due annual assessment together with interest thereon at the maximum rate of interest permitted by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Trustee shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. The Trustee shall not have the obligation to provide for operation, maintenance, repair and upkeep of the Common Properties, once the funds provided by the annual assessment have been exhausted.

(e) The Trustee shall have the power to dispose of the Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one percent (51%) of the Owners of property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties by the Circuit Courts of Nelson and Augusta Counties, Virginia. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, second for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such Properties, third for the payment of any obligations distributed among the Owners of property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessments for all property located within the Properties.

Section 10. Additional Liability. Each Owner shall be liable to the Association for any costs incurred by the Association and the expenses of all upkeep and maintenance rendered necessary by such Owner's act or omission or the act or omission of such Owner's tenant and such Owner's (or tenant's) household members, guests, employees, agents or invitees, regardless of neglect or culpability, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse or occupancy of the Common Properties. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Declaration, Articles, Bylaws and such rules and regulations as the Board may enact by any Owner may be assessed against such Owner's property in Wintergreen as an Individual assessment.

DECLARATION SUBJECTING A PORTION OF WINTERGREEN NELSON AND AUGUSTA COUNTIES, VIRGINIA TO A COVENANT AND RESTRICTION AGAINST TIME-SHARING

THIS DECLARATION, made this the 31st day of August, 1984, by Wintergreen Development, Inc., hereafter called, "Company",

WITNESSETH:

WHEREAS, the Company is the owner of certain real property described herein and desires to create thereon a planned development community with a balanced representation of residential, commercial and recreational uses to be known as "Wintergreen", which is more fully described on Exhibit A attached hereto; and

WHEREAS, the Company desires to provide for the preservation of values and to that end desires to restrict the development of time-sharing within Wintergreen.

Now, THEREFORE, KNOW **ALL MEN BY THESE PRESENTS**, that the Company, as evidenced by its execution of this Declaration, hereby subjects all real property described on Exhibit A hereto to the following covenant and restriction which shall run with the land and shall be binding on all parties and persons claiming under them including the Company, any successors in interest, and any and all grantees from the Company or its successors:

The Company hereby agrees for itself, its successors and assigns that no portion of the real estate described on Exhibit A hereto shall be used for the creation of any "time-share program" as such term is defined in the Virginia Real Estate Time Share Act, Chapter 21 of Title 5 of the Code of Virginia of 1950, as in effect as of the date hereof in the event of a violation or breach of this Covenant, any owner of any of the property described on Exhibit A hereto, the Wintergreen Property Owner's Association, Inc., Wintergreen Partners, Inc. or the Company, jointly and severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof. The failure to enforce any rights or restrictions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

WITNESS the following execution:

WINTERGREEN DEVELOPMENT, INC.
By: L. F. Payne, Jr.

STATE OF VIRGINIA

To-Wit:

COUNTY OF NELSON

The foregoing instrument was acknowledged before me this the 31st. of August, 1984, by L. F. Payne, Jr. as President of Wintergreen Development, Inc. on behalf of the Company.

My commission expires: 1-20-87

LESLEY A. ROWE

AFFIX
NOTARIAL
SEAL:

Exhibit A describes all property conveyed by Melba Investors Southeast, Inc. to Wintergreen Development, Inc. on August 31, 1985.

AMENDED AND RESTATED
BY-LAWS
OF
WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
<u>As Amended 8/3/2023</u>

ARTICLE I
NAME AND LOCATION

The name of the corporation is WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC. (the "Association"), and its principal office is located at 88 Wintergreen Drive, Wintergreen Resort, Virginia 22967, in Nelson County, Virginia.

ARTICLE II
ASSOCIATION DOCUMENTS

<u>Section 1</u>. <u>Incorporation by Reference</u>. The provisions of the Amended and Restated Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association, dated February 1, 2000, and duly recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, in Deed Book 464, page 793, et seq., and in the Clerk's Office of the Circuit Court of Augusta County, Virginia, as Instrument Number 000002168, as the same may now or in the future be amended (the "Declaration"), are incorporated in and made part of these By-laws by this reference.

<u>Section 2</u>. <u>Difference or Inconsistency</u>. These By-laws shall be construed so as not to conflict with the Articles of Incorporation of the Association or the Declaration (collectively, the By-laws, the Articles of Incorporation of the Association, and the Declaration, all as amended from time to time, are referred to as the "Association Documents"). The Declaration shall control if there is any conflict among the Association Documents, except as to matters of compliance with the Virginia Non-stock Corporation Act, Chapter 10 of Title 13.1 of

the Code of Virginia (the "Act"), in which case the Articles of Incorporation shall control. The provisions of the By-laws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents. Specific provisions shall control general provisions, except that a construction consistent with Virginia law shall in all cases control over any construction inconsistent with Virginia law. The Association Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others.

Section 3. Defined Terms. All terms defined in the Declaration shall have the same meanings herein as in the Declaration, unless a different meeting is clearly required by the context in which such terms are used in these By-laws.

ARTICLE III
PURPOSES OF THE ASSOCIATION

The Association is created for the purpose of acting as a "community association", as that term is defined in Section 13.1-814.1(A) of the Code of Virginia (1950), as amended, supplemented or replaced from time to time (the "Code of Virginia"), for Wintergreen (the "Property", as that term is defined in the Declaration), located in Nelson County and Augusta County, Virginia, to enforce and administer the Declaration and to exercise all rights granted to, and carry out all duties imposed upon, the Association therein. The powers, duties and responsibilities of the Association shall be limited (i) to those which are expressly or by implication granted to or imposed upon it by the Code of Virginia or other applicable law, (i) to those which are expressly or by implication granted to or imposed upon it by the Declaration, and (ii) by the terms of all easements encumbering the Property, and shall include such powers, duties and responsibilities which are reasonably necessary to effectively execute and undertake such purposes for the benefit of the Members and to effectively administer its corporate affairs as a non-stock corporation pursuant to, and to the extent authorized by, the Act.

ARTICLE IV
MEMBERS

Section 1. Membership. Every Owner shall be a Member of the Association. The membership of the Association shall consist of the three classes specified in Section 2 of Article III of the Declaration, namely the Type "A" Members, the Type "B" Members, and the Type "D" Member.

Section 2. Voting Rights.

(a) The respective voting rights of the Type "A" Members, the Type "B" Members, and the Type "D" Member shall not be equal and shall be as set forth in Section 2 of Article III of the Declaration.

(b) In the event the land records of Nelson County and Augusta County, Virginia, indicate that any Lot is owned of record by a corporate entity or other entity that is not a natural person or is owned of record in the name of two or more persons or entities, such record owner or owners shall file with the Secretary of the Association an instrument signed by all such record owners designating one natural person to cast the vote or votes which are attributable to such Lot. The Association may rely upon this instrument for all purposes related to notice or voting with respect to the record owners of such Lot, and, to the extent possible, the principles of this Section 2(b) shall apply to the execution of proxies, waivers, consents, or objections and for the purposes of ascertaining the presence of a quorum.

Section 3. Proxies. Each Member shall be entitled to name a proxy to cast any votes to which such Member is entitled. Proxies shall be appointed in the manner set forth in

Section 13.1-847(B) of the Code of Virginia, which may include electronic transmission. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 4. Delinquency. No Member may vote at any meeting of the Association or in any referendum, consent to any action without a meeting, or be elected to serve on the Board of Directors if payment by such Member of any financial obligation to the Association is delinquent more than sixty days and the amount necessary to bring the account current has not been paid at the time of such vote, consent or election.

ARTICLE V
MEETING AND VOTING OF MEMBERS

Section 1. Annual Meetings. An annual meeting of the Members (an "Annual Meeting") shall be held at 9 o'clock a.m. on a Saturday in November each year, or at such other time and date as the Board of Directors may determine is in the best interests of the Association. Annual Meetings of the Members shall be held at the Property.

Section 2. Special Meetings. The President or a majority of the then-serving members of the Board of Directors may call meetings of the Members in addition to the Annual Meeting of Members (each such meeting, a "Special Meeting"). Special Meetings may also be called upon written request of Members entitled to cast 25% of all the votes of all the Type "A" Members, the Type "B" Members, and the Type "D" Member, voting together as a single voting group. Special Meetings of the Members shall be held at the Property.

Section 3. Participation by Conference Telephone. Any or all Members may participate in an Annual Meeting or a Special Meeting by use of conference telephone or any other means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 4. Notice of Meetings. Except as otherwise expressly provided in these By-laws, written notice of each meeting of the Members specifying the place, day and hour of the meeting, and in the case of a Special Meeting, the purpose or purposes of the meeting, shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by facsimile telecommunication or other form of electronic transmission consented to by the Member to whom the notice is given, or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, to each Member entitled to vote at the meeting, no less than ten or more than sixty days before the meeting date; provided that notice of a meeting to act on an amendment of the Articles of Incorporation or the Declaration, a plan of merger or domestication, a proposed sale of assets or the dissolution of the Association shall be given not less than thirty nor more than sixty days before the meeting date. Nothing in these By-laws shall prohibit or deny any Member the right to waive, in writing or as otherwise provided by law, notice of a meeting.

Section 5. Quorum and Voting at Meetings. Except as may otherwise be provided by these By-laws, at any meeting, the presence of Members or their proxies entitled to cast 20% of the total votes entitled to be cast shall constitute a quorum for any action by the Members. If, however, such quorum shall not be present or represented at any meeting, a simple majority (more than 50%) of the Members present at the meeting and entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. As specified in Section 2 of Article VIII of the Declaration, amendments to the Declaration require a greater percentage of votes represented in person or by proxy to constitute a quorum (either 60% or 50% of the total votes entitled to be cast by the Members, as applicable) and require approval by a greater proportion (75% of the votes actually cast by the Members, provided that such proportion represents at least a simple majority of the votes entitled to be cast by the Members present in person or represented by proxy at a duly held meeting at which a quorum is present, as required by Section 13.1-849 of the Code of Virginia). Unless a greater or different proportion is required by the Act or by the Association Documents, approval by a simple majority (more than 50%) of the votes entitled to be cast by the Members who are present in person or represented by proxy at a duly held meeting at which a quorum is present shall be necessary for the adoption of any other matter voted upon by the Members. Members entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those Members exists with respect to that matter.

Section 6. Record Date; List of Members. The date for determining which Members are entitled to vote at each meeting of the Members as reflected by the land records of Nelson County and Augusta County, Virginia (the "Record Date") shall be at the close of business on the day before the effective date of the notice of such meeting, unless otherwise fixed by the Board of Directors as allowed by Section 13.1-844 of the Code of Virginia, and shall be stated in such notice. The Board of Directors shall not fix a Record Date more than seventy days before the meeting or action requiring a determination of Members, nor shall the Board of Directors set a Record Date retroactively. At least ten days before each meeting, the Secretary shall make a complete list of the Members entitled to vote at such meeting, with the address of each, available for review before and during the meeting. The list shall be current as of the Record Date.

Section 7. Matters to be Brought Before Meetings. Except as otherwise provided by law and Section 3 of Article VI of these By-laws, at any Annual or Special Meeting of Members, only such business shall be conducted as shall have been properly brought before the meeting in accordance with this Section 6 of Article V. In order to be properly brought before the meeting, such business must either have been: (a) specified in the meeting notice, (b) brought before the meeting at the direction of the Board of Directors or the officer presiding over the meeting, or (c) specified in a written notice given by or on behalf of a Member of record on the Record Date for such meeting and entitled to vote at the meeting or a duly authorized proxy for such Member, in accordance with the following requirements ("Member Notice"). A Member Notice must be given, either by personal delivery or by U.S. mail, postage prepaid, to the Secretary of the Association, (i) in the case of business to be brought before a Special Meeting, not more than five days after the date of the initial meeting notice, and (ii) in the case of business to be brought before an Annual Meeting, not less than thirty days prior to the first anniversary date of the initial notice given to Members of record for the previous Annual Meeting. The Member Notice shall set forth: (A) a full description of each such item of business proposed; (B) the name and address of the Member making the proposal; and (C) a representation that the Member is entitled to vote at such meeting and intends to appear in person or by proxy at the meeting. If any item of business brought before the meeting involves a nomination for director, the Member must comply with the requirements of Section 3 of Article VI of these By-laws.

Section 8. Conduct of the Meeting. At each meeting of Members, the President of the Association shall preside as chairman of the meeting. If the President is unable to serve, the Vice-President shall preside as chairman of the meeting, and if the Vice-President is unable to serve, the chairman shall be appointed as provided by the Board of Directors. The chairman shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting. The chairman shall announce at the meeting when the polls will open and close for each matter voted upon. If no announcement is made, the polls shall be deemed to have opened at the beginning of the meeting and to close upon the final adjournment of the meeting.

Section 9. Referendum. In the sole discretion of the Board of Directors, elections and other matters requiring a vote of the Members may be submitted to a referendum of the Members on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the wording of questions thereon, the deadline for return of ballots and the number and location of polling places, if any. Where a vote on any question is required by law to be taken at a meeting, each referendum ballot on such question shall be considered a proxy which directs the Secretary to cast such votes as are set forth on such ballot.

Section 10. Advisory Referendum. The Board of Directors may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities and with the Association Documents. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only.

ARTICLE VI
BOARD OF DIRECTORS

Section 1. Number. The affairs and administration of the Association and the management and the maintenance of the Property shall be the responsibility of a Board of

Directors comprised of not less than five and not more than eleven directors. The number shall be fixed by the directors from time to time. Unless otherwise specifically provided in the Act or the Association Documents, all rights, powers, easements, obligations and duties of the Association may be performed or enforced by the Board of Directors on behalf of the Association.

Section 2. Election and Term.

(a) Regardless of the size of the board as fixed by the directors from time to time, there shall be at all times two directors appointed by the Type "D" Member (the "Resort Directors") and all other directors shall be designated as the "At-Large Directors." At least one of the At-Large Director positions shall be filled by an Owner of either a Lot or a Dwelling Unit located in the Valley Village portion of the Property, as depicted on the Master Plan, and at least one of the At-Large Director positions shall be filled by an Owner of either a Lot or a Dwelling Unit located in the Mountain Village portion of the Property, as depicted on the Master Plan. Every At-Large Director must be an Owner of either a Lot or Dwelling Unit, who is current in the payment of Association dues and is not otherwise in violation of the Declaration or the General Covenants.

(b) Each Director elected shall hold office for a four-year term and until his or her successor is duly elected unless he or she shall sooner resign or be removed or otherwise cease to serve. Each duly elected Director will be limited to serving no more than two consecutive four-year terms; provided, however, that such individual may serve, if elected, for an additional term or two terms once such individual has stayed off the Board for a period of at least one year.

The executive director, president or nominating committee may recommend to extend the service of an existing Director whose term is expiring for a one-year period because of specific experience or expertise. Any such term extension must be approved by the vote of the majority of the Board. Such extending Director shall be a member in addition to the normal full complement of Directors on the Board. Any extension of the term of an existing Board member would preclude that individual from standing for election for at least one year after the expiration of the extended term.

(c) At every third succeeding Annual Meeting, the Type "D" Member or its proxy shall appoint each of the two Resort Directors. The Type "A" Members and the Type "B" Members are not entitled to cast votes with respect to the Resort Directors.

(d) At each Annual Meeting, the Type "A" Members shall vote as a voting group in the election of that class of At-Large Directors whose terms expire at the Annual Meeting. At-Large Directors shall be elected by a plurality of the votes cast by the Type "A" Members by secret written ballot. At each such election, each Type "A" Member, or his proxy, may cast, for each At-Large Director to be elected at that time, one vote for each Residential Lot or Family Dwelling Unit which the Type "A" Member owns. Cumulative voting is not permitted. Type "B" Members and the Type "D" Member are not entitled to cast votes with respect to the At-Large Directors.

<u>Section 3.</u> <u>Nomination of At-Large Directors</u>. Nominations for the election of At-Large Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and at least two

Members of the Association. The Nominating Committee shall be appointed by the Board of Directors and shall serve from the close of the Annual Meeting at which such appointment is announced until the close of the next Annual Meeting at which directors are elected. The Nominating Committee shall nominate at least one candidate for each At-Large Director position on the Board of Directors. Nominations may not be made from the floor at the Annual Meeting of the Members; however, any Type "A" Member entitled to vote in the election of At-Large Directors may nominate one or more persons for election at a meeting of Members, but only if written notice of such Member's intent to make such nomination(s) was given, either by personal delivery or by U.S. mail, postage prepaid, to the Secretary of the Association not less than thirty days prior to the first anniversary date of the initial notice given to Members of record for the previous Annual Meeting, provided, however, that such notice shall not be required to be given more than ninety days prior to the Annual Meeting of Members. Each such notice shall set forth: (a) the name and address of the Member who intends to make the nomination and of the person(s) to be nominated; (b) a representation that the Member is entitled to vote in the election of At-Large Directors at the meeting and intends to appear in person or by proxy at the meeting to nominate the person(s) specified in the notice; and (c) the written consent of each nominee to serve as an At-Large Director of the Association if so elected. The presiding officer at any meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing sentence.

Section 4. Removal. At any meeting of Members, by a majority of votes entitled to be cast by the Type "A" Members who are present in person or represented by proxy at the meeting, the Type "A" Members, voting as a voting group, may remove, with or without cause, any At-Large Director. Upon such a removal, the Type "A" Members, voting as a voting group, shall have the right to elect a director to fill the vacancy. At any time, the Type "D" Member may remove, with or without cause, either or both of the Resort Directors, and, upon such a removal, the Type "D" Member shall have the right to appoint a director to fill the vacancy. In addition, any director who has been absent from three consecutive regular meetings of the Board of Directors may be removed by a majority of the then-serving members of the Board of Directors. Upon such a removal by the Board of Directors of an At-Large Director, the vacancy shall be filled by the affirmative vote of a majority of the At-Large Directors remaining in office, even if the At-Large Directors remaining in office constitute fewer than a quorum of the Board of Directors, or by a sole remaining At-Large Director. Upon such a removal by the Board of Directors of a Resort Director, the Type "D" Member shall have the right to appoint a director to fill the vacancy. The term of a director elected or appointed to fill a vacancy under the terms of this Section 4 of Article VI shall expire at the next Annual Meeting, at which time he may be elected or appointed, as applicable, by the applicable Members to serve until the next Annual Meeting at which directors of the same class are elected or at which Resort Directors are appointed, as applicable, and, despite the expiration of the term, the director shall continue to serve until his successor has been duly elected or appointed and has qualified.

Section 5. Resignation. Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Upon the resignation of an At-Large Director, the vacancy shall be filled by the affirmative vote of a majority of the At-Large Directors remaining in office, even if the At-Large Directors remaining in office constitute fewer than a quorum of the Board of Directors, or by a sole remaining At-Large Director. Upon the resignation of a Resort Director, the Type "D" Member shall have the right to appoint a director to fill the vacancy. The term of a director elected or appointed to fill a vacancy under the terms of this Section 5 of Article VI shall expire at the next Annual Meeting, at which time he may be elected or appointed, as applicable, by the applicable Members to serve until the next Annual Meeting at which directors of the same class are elected or at which Resort Directors are appointed, as applicable, and, despite the expiration of the term, the director shall continue to serve until his successor has been duly elected or appointed and has qualified.

Section 6. Death of a Director; Other Vacancies. Upon the death of an At-Large Director, the vacancy shall be filled by the affirmative vote of a majority of the At-Large Directors remaining in office, even if the At-Large Directors remaining in office constitute fewer than a quorum of the Board of Directors, or by a sole remaining At-Large Director. Upon the death of a Resort Director, the Type "D" Member shall have the right to appoint a director to fill the vacancy. Subject to the provisions of Sections 4, 5 and 6 of this Article VI, any other vacancy on the Board of Directors, including a vacancy resulting from an increase in the number of directors, shall be filled by the affirmative vote of a majority of the directors remaining in office, even if the directors remaining in office constitute fewer than a quorum of the Board of Directors, or by a sole remaining director. The term of a director elected or appointed to fill a vacancy under the terms of this Section 6 of Article VI shall expire at the next Annual Meeting, at which time he may be elected or appointed, as applicable, by the applicable Members to serve until the next Annual Meeting at which directors of the same class are elected or at which Resort Directors are appointed, as applicable, and, despite the expiration of the term, the director shall continue to serve until his successor has been duly elected or appointed and has qualified.

Section 7. Regular Meetings. The Board of Directors shall hold a regular meeting immediately after the Annual Meeting of the Members of the Association, or at such other time as the Board of Directors may determine, for the purposes of electing officers and the consideration of any other business that may properly be brought before the meeting. Other regular meetings shall be held at such other times as the Board of Directors may determine.

Section 8. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three days written notice to each director, except that notice can be waived in writing or as otherwise provided by law. Notice may be given by electronic transmission, including facsimile telecommunication and electronic mail, consented to by the director to whom the notice is given.

Section 9. Executive Sessions. All meetings of the Board of Directors shall be open to Members as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents. Any final action taken by the Board in executive session shall be recorded in the minutes.

Section 10. Quorum and Voting. A majority of the number of directors in office immediately before the meeting begins shall constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors.

Section 11. Participation by Conference Telephone. The Board of Directors may permit any or all directors to participate in a meeting of the directors by, or conduct the meeting through the use of, conference telephone or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by such means shall be deemed to be present in person at the meeting. When a meeting is so conducted, a written record shall be made of the action taken at such meeting.

Section 12. Action Taken Without a Meeting. Action required or permitted to be taken by the Board of Directors may be taken without a meeting if each director signs a consent describing the action to be taken and delivers it to the Association. Any action so approved shall have the same effect as though taken at a meeting of the directors and may be described as such in any document. The signing of one or more written consents may be accomplished through electronic transmission, including facsimile telecommunication and electronic mail, as set forth in the Code of Virginia.

Section 13. Compensation. No director shall receive compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The business and affairs of the Association shall be administered by and the management and maintenance of the Property shall be performed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in the Association Documents. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are required by the Act or the Association Documents to be exercised and done by the Association. In addition to the duties imposed by any other provision of the Association Documents or by any resolution of the Association that may hereafter be adopted, the Board shall perform the following duties and take the following actions on behalf of the Association:

(1) Provide goods and services to the Members in accordance with the Association Documents, and provide for maintenance of the Common Area and, to the extent provided in the Association Documents, of the Lots.

(2) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the maintenance of the Common Area and, to the extent provided in the Association Documents, of the Lots, and provide goods and services to the Members, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.

(3) Collect the assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the maintenance of the Property to the extent the Association is so authorized by the Association Documents.

(4) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents and establish and enforce penalties for the infraction thereof.

(5) Open bank accounts on behalf of the Association and designate the signatories thereon in accordance with the financial policies of the Association, as recommended by the Association's auditors and approved by the Board, as they may be amended from time to time (collectively, the "Financial Authority Policy").

(6) Enforce by legal means the provisions of the Association Documents.

(7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area.

(8) Notify the Members of any litigation against the Association involving a claim in excess of the amount of the annual budget.

(9) Obtain and carry insurance against casualties and liabilities, as provided in Article VI of the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.

(10) Pay the cost of all authorized goods and services rendered to the Association and not billed to Owners of individual Lots or otherwise provided for in Article VI of the Declaration.

(11) Notify a Mortgagee of any default in paying assessments for Common Expenses by a Member (which remains uncured for sixty days) or for any other default, simultaneously with the notice sent to the defaulting Member.

(12) Acquire, hold and dispose of Lots and mortgage the same without the prior approval of the Association if such expenditures and hypothecations are included in the budget.

(13) Charge reasonable fees for the use of the Common Area and for services.

(14) Suspend the right of any Member or other occupant of a Lot, and the right of such Person's household, guests, employees, customers, tenants, agents and invitees to use the Common Area in accordance with Article IV of the Declaration.

(15) Prepare an annual budget in accordance with Article V of the Declaration.

(16) Adopt an annual budget and make assessments against the Members to defray the Common Expenses of the Association, establish the means and methods of collecting such assessments from the Members and establish the period of the installment payment, if any, of the annual assessment for Common Expenses.

(17) Borrow money on behalf of the Association, when required for any valid purpose; provided, however, that, either a simple majority vote of Members obtained at a meeting held for such purpose or written approval by Members entitled to cast more than 50% of the total number of votes shall be required to borrow any sum in excess of the total annual assessment for Common Expenses for that fiscal year and mortgage any of the Common Area owned in fee simple by the Association.

(18) Execute deeds, plats of re-subdivision, and applications for construction permits for the Common Area owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property.

(19) Dedicate or transfer any portion of the Common Area owned in fee simple by the Association or grant easements, rights-of-way or licenses over and through the Common Area owned in fee simple by the Association pursuant to Article VI of the Declaration.

(20) Declare the office of a member of the Board of Directors to be vacant in the event such director, whether an At-Large Director or a Resort Director, shall be absent from three consecutive regular meetings of the Board of Directors.

(21) Amend or repeal these By-laws or adopt new by-laws, provided that the Members in adopting any amendment to the By-laws may provide that the Board of Directors may not further amend or repeal such amendment.

(22) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members or at any Special Meetings.

(23) Issue, or cause an appropriate officer to issue, upon written demand by any Member, an Association Disclosure Packet and/or a written statement setting forth whether or not any financial obligation has been paid and the amount of all unpaid financial obligations due, if applicable. If a statement states that a financial obligation has been paid, such statement shall be conclusive evidence of such payment. A reasonable charge may be made by the Board of Directors for the preparation and issuance of these documents.

(24) Cause all officers or employees having fiscal responsibilities to be bonded at an amount deemed appropriate.

(25) Do anything else not inconsistent with the Act or the Association Documents.

ARTICLE VIII
COMMITTEES

Section 1. Committees of Directors; Specific Assignments.

(a) The Board of Directors, by resolution adopted by a majority of all the directors in office when the action is taken, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association, provided that, however, no such committee shall have the authority of the Board of Directors to approve or recommend to Members action that the Act requires to be approved by Members; fill vacancies on the Board of Directors or on any of its committees; amend the Articles of Incorporation; adopt, amend, or repeal these By-laws; or approve a plan of merger. Each such committee shall present a report of its actions to the Board of Directors at every regular meeting of the Board of Directors or at a special meeting called for such purpose.

(b) In addition to designating committees of two or more directors, the Board of Directors, by resolution adopted by a majority of all the directors in office when the action is taken, may specifically assign certain duties to a single director who shall exercise and discharge such duties as the Board of Directors may assign to him, provided that such single director may not exercise the authority of the Board of Directors in the management of the affairs of the Association. Such single director shall present a report of his actions to the Board of Directors at every regular meeting of the Board of Directors or at a special meeting called for such purpose.

Section 2. Executive Committee. The Board of Directors may delegate to an Executive Committee the authority to act on behalf of the Board on such matters which may arise between meetings of the Board as the Board deems appropriate.

Section 3. Architectural Review. The Board of Directors shall establish an Architectural Review Board as a committee of the Board of Directors as set forth in Article VII of the Declaration.

Section 4. Rules. Each committee may adopt rules for its own government not inconsistent with the Act, the Articles of Incorporation, these By-laws, the terms of the resolution of the Board of Directors designating the committee, or rules adopted by the Board of Directors.

Section 5. Applicability of By-laws. The provisions of Article VI of these By-laws regarding meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors shall apply to each committee and its members as well.

ARTICLE IX
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be the President, Vice-President, Secretary and Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first regular meeting of the Board of Directors after the Annual Meeting of the Members in each year.

Section 3. Term. The officers of this Association shall be elected annually by the directors and each shall hold office for one year and until his successor is duly elected and has qualified, unless he shall sooner resign, or shall be removed, or otherwise cease to serve.

Section 4. Special Appointments. The directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties, as the Board of Directors may, from time to time, determine.

Section 5. Removal and Resignation. Any officer may be removed from office at any time with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by the affirmative vote of a majority of the directors in office. The officer shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article IX.

Section 8. President. The President, who shall be chosen from among the directors, shall preside at all meetings of the Board of Directors and of the Members; shall have general and active direction of the business of the Association subject to the control of the Board of Directors; shall see to the execution of the resolutions of the Board of Directors and the Association; shall see that orders and resolutions of the Board are carried out; shall sign leases, mortgages, deeds and other written instruments affecting Association property if so required by the Board of Directors; shall exercise and discharge such other duties as the Board of Directors may delegate to him; and shall, in general, perform all the duties incident to the office of President.

Section 9. Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence or inability or refusal to act, and shall exercise and discharge such other duties as the Board of Directors or President may delegate to him.

Section 10. Secretary. The Secretary shall review the minutes of all meetings and proceedings of the Board of Directors and of the Members; shall have charge of such books and records as the Board of Directors may direct and as may be required by the Code of Virginia;

shall ensure that notice of meetings of the directors and of the Members and all other notices required be given by the Association; shall exercise and discharge such other duties as the Board of Directors may delegate to him; and shall, in general, perform all the duties incident to the office of Secretary.

Section 11. Treasurer. The Treasurer shall review the financial records and reports prepared by the Deputy Director of Finance and Human Resources on a monthly basis; shall review audit documentation of the Association financial records; shall present current financial data at each scheduled meeting of the Board of Directors; shall present an annual budget and a statement of income and expenditures to the membership at its regular Annual Meeting, and deliver a copy of each to the Members; shall exercise and discharge such other duties as the Board of Directors may delegate to him; and shall, in general, perform all the duties incident to the office of Treasurer.

ARTICLE X
ASSESSMENTS

The Board of Directors shall determine, assess, collect, deposit, maintain, use, enforce and otherwise deal with the Annual Assessments, Additional Assessments, Individual Assessments, Optional Expenses, Reserves, and Fees as set forth in Article V of the Declaration.

ARTICLE XI
BOOKS AND RECORDS

The books, records and papers of the Association shall, during regular business hours, be subject to inspection by a Member in accordance with the provisions of the Act. The Association may impose a reasonable charge, covering the costs of labor and material, for copies of any document provided to the Member.

ARTICLE XII
CORPORATE SEAL

The Board of Directors may provide a suitable seal in circular form having within its circumference the words: WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall be the calendar year.

ARTICLE XIV
AMENDMENTS

These By-laws may be amended by a vote of a majority of the Board of Directors at any meeting of the Board of Directors or by a majority of votes cast by the Members, voting together as a single voting group, at any meeting of the Members, provided that:

(a) No such amendment shall be in conflict with, or cause these By-laws as amended to be in conflict with, the Declaration or the Articles of Incorporation then in force and effect;

(b) No such amendment shall have the effect of restricting the Association or its Board of Directors, committees, officers or agents in the full exercise of all powers, duties of authority granted to them or to any of them by the Declaration as then in force and effect;

(c) No such amendment shall be acted upon at any meeting of the Board of Directors or any meeting of the Members unless written notice of such meeting has been mailed, postage pre-paid, to each director or Member entitled to vote at such meeting at least ten days in advance of such meeting, which notice shall state that an amendment to the By-laws will be considered at such meeting, shall set forth the proposed text of such amendment and shall set forth a fair summary of the reasons for which such amendment has been proposed; and

(d) The Members in adopting any amendment to the By-laws may provide that the Board of Directors may not further amend or repeal such amendment.

ARTICLE XV
CONSTRUCTION

The following principles of construction shall apply:

(a) The captions are provided only for reference, and shall not be deemed to define, limit or otherwise affect the scope, meaning or effect of any provision of the document in which used.

(b) The use of the masculine gender shall be deemed to include the feminine and neuter, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Each provision of an Association Document is severable from every other provision and the invalidity or unenforceability of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent lawful, the provision shall be enforced.

ADOPTED: By the Board of Directors, effective February 19, 2010

AMENDED: By the Board of Directors, effective April 20, 2018

ARTICLES OF AMENDMENT AND RESTATEMENT

OF

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

1. The name of the corporation immediately prior to restatement is **Wintergreen Property Owners Association, Inc.**

2. The restatement contains amendments to the Articles of Incorporation.

3. The text of the Amended and Restated Articles of Incorporation of the corporation is attached hereto.

4. The restatement was adopted by the corporation on August 22, 2008.

5. The restatement was proposed by the board of directors and submitted to the members in accordance with the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and at a meeting of the members at which a quorum of each voting group was present, the total number of votes cast for and against the restatement by the members voting as a single voting group was:

Total Votes Cast	Total votes **FOR**	Total votes **AGAINST**
1904	1853	51

Such vote, representing approval by 97.3% of all the votes cast, was sufficient for approval of the restatement by the corporation's members.

Date: February 6, 2008

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

By: __________________________John Claman, President

AMENDED AND RESTATED

ARTICLES OF INCORPORATION
OF
WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is Wintergreen Property Owners Association, Inc.

ARTICLE II

PURPOSES

The corporation is a "community association," as defined in Sections 13.1-814.1 and 13.1-870.1 of the Virginia Nonstock Corporation Act, organized for the purposes of owning or having under its care, custody or control certain real estate located in Nelson County and Augusta County, Virginia, subject to the Amended and Restated Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association, dated February 1, 2000, and duly recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, in Deed Book 464, page 793, et. seq., and in the Clerk's Office of the Circuit Court of Augusta County, Virginia, as Instrument Number 000002168, as the same may now or in the future be amended (the "Declaration"), which obligates a person by virtue of ownership of specific real estate to be a member of the corporation.

ARTICLE III

MEMBERS

Section 1. Classes; Qualifications and Rights. The corporation shall have one or more classes of members as set forth in the Declaration. The designation of each class and the qualifications and rights, including, without limitation, voting rights, of the members of each class shall be set forth in the Declaration.

Section 2. Quorum or Voting Requirements. The quorum and voting requirements for members shall be set forth in the by-laws.

Section 3. Action without Meeting. Any action required or permitted by law to be taken at a meeting of members may be taken without a meeting and without prior notice, if the action is taken by the members who would be entitled to vote at a meeting of members having voting power to cast not fewer than the minimum number (or numbers, in the case of voting by voting groups) of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote thereon were present and voted. The action shall be evidenced by one or more written consents or electronic transmissions describing the action taken, signed by the members entitled to take such action without a meeting and delivered to the Secretary of the corporation for inclusion in the minutes or filing with the corporate records.

ARTICLE IV

DIRECTORS

Section 1. Number. The number of directors shall be set forth in the by-laws.

Section 2. Qualifications. The qualifications of directors shall be set forth in the by-laws.

Section 3. Appointment or Election. The manner in which directors shall be appointed or elected by members shall be set forth in the by-laws.

Section 4. Removal. The manner in which directors may be removed by members shall be set forth in the by-laws.

Section 5. Vacancies. The manner in which vacancies on the board of directors shall be filled by members shall be set forth in the by-laws.

Section 6. Terms. The terms of directors shall be set forth in the by-laws.

ARTICLE V

INDEMNIFICATION AND ELIMINATION OR LIMITATION OF LIABILITY

Section 1. Indemnification of Directors and Officers. Except as provided in Section 2 of this Article, the corporation shall indemnify every individual made a party to a proceeding because he is or was a director or officer against liability incurred in the proceeding if: (i) he conducted himself in good faith; and (ii) he believed, in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests, and, in all other cases, that his conduct was at least not opposed to its best interests; and (iii) he had no reasonable cause to believe, in the case of any criminal proceeding, that his conduct was unlawful.

Section 2. Indemnification Not Permitted. The corporation shall not indemnify any individual against his willful misconduct or a knowing violation of the criminal law or against any liability incurred by him in any proceeding charging improper personal benefit to him, whether or not by or in the right of the corporation or involving action in his official capacity, in which he was adjudged liable by a court of competent jurisdiction on the basis that personal benefit was improperly received by him.

Section 3. Effect of Judgment or Conviction. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that an individual did not meet the standard of conduct set forth in Section 1 of this Article or that the conduct of such individual constituted willful misconduct or a knowing violation of the criminal law.

Section 4. Determination and Authorization. Unless ordered by a court of competent jurisdiction, any indemnification under Section 1 of this Article shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the individual is permissible in the circumstances because: (i) he met the standard of conduct set forth in Section 1 of this Article and, with respect to a proceeding by or in the right of the corporation in which such individual was adjudged liable to the corporation, he is fairly and reasonably entitled to indemnification in view of all of the relevant circumstances even though he was adjudged liable; and (ii) the conduct of such individual did not constitute willful misconduct or a knowing violation of the criminal law.

Such determination shall be made: (i) by the board of directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding; or (ii) if such a quorum cannot be obtained, by a majority vote of a committee duly designated by the board of directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; or (iii) by special legal counsel selected by the board of directors or its committee in the manner heretofore provided or, if such a quorum of the board of directors cannot be obtained and such a committee cannot be designated, selected by a majority vote of the board of directors (in which selection directors who are parties may participate). Authorization of indemnification, evaluation as to reasonableness of expenses and determination and authorization of advancements for expenses shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two directors who are not at the time parties to the proceeding or if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those selecting such counsel.

Section 5. Advance for Expenses. The corporation shall pay for or reimburse the reasonable expenses incurred by any individual who is a party to a proceeding in advance of final disposition of the proceeding if: (i) he furnishes the corporation a written statement of his good faith belief that he has met the standard of conduct described in Section 1 of this Article and a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that indemnification of such individual in the specific case is not permissible; and (ii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. An undertaking furnished to the corporation in accordance with the provisions of this Section shall be an unlimited general obligation of the individual furnishing the same but need not be secured and may be accepted by the corporation without reference to financial ability to make repayment.

Section 6. Indemnification of Employees and Agents. The corporation may, but shall not be required to, indemnify and advance expenses to employees and agents of the corporation to the same extent as provided in this Article with respect to directors and officers.

Section 7. Elimination or Limitation of Liability of Directors and Officers. Except as provided in Section 8 of this Article, in any proceeding brought by or in the right of the corporation or brought by or on behalf of the members, the damages assessed against a director or officer arising out of a single transaction, occurrence or course of conduct shall be limited as follows:

(1) A director or officer who does not receive compensation for his services as such shall have no liability for damages if, at the time of the transaction, occurrence or course of conduct giving rise to the proceeding, the corporation was a community association as defined in Sections 13.1-814.1 and 13.1-870.1 of the Virginia Nonstock Corporation Act.

(2) The liability of a director or officer who does not receive compensation from the corporation for his services as such shall not exceed the amount of $100.00 if, at the time of the transaction, occurrence or course of conduct giving rise to the proceeding, the corporation was not a community association as defined in Sections 13.1-814.1 and 13.1-870.1 of the Virginia Nonstock Corporation Act.

(3) The liability of a director or officer who receives compensation from the corporation for his services as such shall not exceed the amount of $100.00.

Section 8. Liability of Directors and Officers Not Eliminated or Limited. The liability of a director or officer shall not be eliminated or limited in accordance with the provisions of Section 7 of this Article if the director or officer engaged in willful misconduct or a knowing violation of the criminal law.

Section 9. Definitions. In this Article:

"Director" and "officer" mean an individual who is or was a director or officer of the corporation, as the case may be, or who, while a director or officer of the corporation is or was serving at the corporation's request as a director, officer, manager, partner, trustee, employee or agent of another foreign or domestic corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity. A director or officer shall be considered to be serving an employee benefit plan at the corporation's request if his duties to the corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan.

"Individual" includes, unless the context requires otherwise, the estate, heirs, executors, personal representatives and administrators of an individual.

"Corporation" means the corporation and any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon the consummation of the transaction.

"Expenses" includes but is not limited to counsel fees.

"Liability" means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Official capacity" means: (i) when used with respect to a director, the office of director in the corporation; (ii) when used with respect to an officer, the office in the corporation held by him; or (iii) when used with respect to an employee or agent, the employment or agency relationship undertaken by him on behalf of the corporation. "Official capacity" does not include service for any foreign or domestic corporation or other partnership, joint venture, trust, employee benefit plan or other entity.

"Party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal and whether or not by or in the right of the corporation.

Section 10. Provisions Not Exclusive. As authorized by the Virginia Nonstock Corporation Act, the provisions of this Article are in addition to and not in limitation of the specific powers of a corporation to indemnify directors and officers set forth therein. If any provision of this Article shall be adjudicated invalid or unenforceable by a court of competent jurisdiction, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnity which the corporation may have under the Virginia Nonstock Corporation Act or other laws of the Commonwealth of Virginia.

COMPLAINT PROCEDURE
AUGUST 10, 2012

1. **Definitions:**

a. "The "Act" means the Virginia *Property Owners' Association Act* (§55-508 et seq., VA Code Anno).

a. "Adverse decision" or "final adverse decision" means the final determination issued by the Association pursuant to an Association Complaint procedure that is opposite of, or does not provide for, either wholly or in part, the cure or corrective action sought by the Complainant. Such decision means all avenues for internal appeal under the Association Complaint procedure have been exhausted. The date of the final adverse decision shall be the date of the Notice issued pursuant to Section 3.d. hereof.

b. "Association" means the Wintergreen Property Owners' Association, Inc.

c. "Complainant" means an Association member or citizen who makes a written Complaint relating to violations of the Declaration or the Act pursuant to an Association Complaint procedure.

d. "Complaint" shall mean a written Complaint filed by a member of the Association or citizen pursuant addressed to the Governing Board or the Executive Director of the Association relating to a matter regarding the action, inaction, or decision by the Governing Board, or Association inconsistent with applicable laws and regulations, [declaration and governing documents].

e. [Declaration shall mean the (i) "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Wintergreen", duly recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia in Deed Book 137, at Page 568, (ii) "First Addendum to Amended and Restated Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association", dated as of February 6 2009, and recorded in the aforesaid Clerk's Office as Instrument No. 090000404' (iii) the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Valley Residential Covenants", which are recorded in the aforesaid Clerk's Office in Deed Book 148, at Page 103; (iv) the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Amended Valley Residential Covenants", which are recorded in the aforesaid Clerk's Office in Deed Book 230, at Page 720; (v) the "Declaration of Rights, Restrictions, Affirmative Obligations and conditions , Single Family Covenants, which are recorded in the aforesaid Clerk's Office in Deed Book 137, at Page 638 and (vi) the ""Declaration of Rights, Restrictions, Affirmative Obligations and conditions , Multiple Family Covenants, which are recorded in the aforesaid Clerk's Office in Deed Book 137, at Page 646, all as may be amended from time to time. Association governing documents.]

f. "Executive Director" shall mean the Executive Director appointed by the Governing Board.

g. "Governing Board" shall mean the Board of Directors of the Association.

h. "Governing Documents" means collectively the applicable organizational documents, including but not limited to the current and effective (i) articles of incorporation, and bylaws of a property owners' Association, as may be amended from time to time. Association governing documents also include, to the extent in existence, resolutions, rules and regulations, or other guidelines governing Association member conduct and Association governance, all as may be amended from time to time.

i. "Notice" any Notice to be provided hereunder which shall be in writing and shall be either (i) hand delivered, (ii) mailed by registered or certified mail, return receipt requested, at the address provided, or (iii) if provided with an email address by Complainant, by email to such email address provided Association obtains proof of the electronic delivery thereof.

j. "Record of Complaint" means all documents, correspondence, and other materials related to a decision made pursuant to an Association Complaint procedure.

2. **Filing a Complaint:**

a. Any member or citizen expressing the wish to file a written Complaint against the Association shall be provided with a copy of this procedure, the address, telephone number and electronic mail address of the Association and the mailing address, telephone number, and electronic mail address of the Office of the Common Interest Community Ombudsman.

b. Any Complaint shall (i) reasonably describe the nature of the violation, (ii) shall set forth all evidence in the possession of Complainant relating to such violation, (iii) shall specifically refer to or provide a copy of the specific language of the [Declaration, Governing Documents], law or regulation which purportedly has been violated and (iv) shall set forth the requested action to be undertaken by the Association to resolve the Complaint. Complainant shall also provide with the Complaint, his or her mail address for the purpose of delivering Notices required hereunder, his or her telephone number and, if the Complainant desired to be provided Notice by electronic mail, his or her email address.

c. Any Complaints not relating to a matter regarding an action, inaction, or decision by the Governing Board, or Association inconsistent with the [Declaration, Governing Documents,] applicable laws and regulations shall not be subject to this procedure.

3. **How Complaints shall be Handled:**

a. All Complaints shall initially be directed to the Executive Director for review and consideration unless such Complaint is made with respect to a violation of the [Declaration, Governing Documents,] Declaration or the Act by the Executive Director personally in which case such Complaint shall be directed to a member of the Governing Board. The address of the Executive Director is: 88 Wintergreen Drive, Wintergreen, VA. Any Complaint to be filed with an individual director of the Association shall be mailed, certified mail, return receipt requested to such director's home address which shall be provided to Complainant upon receipt of a copy of such Complaint by the administrative staff of the Association.

b. Upon receipt of a Complaint, a Notice of acknowledgment thereof shall be provided to Complainant as required herein. The Executive Director shall review all Complaints within seven days of personal receipt of such Complaint and, if possible, shall send a written Notice of response to such Complaint within 10 days of such receipt. If insufficient information shall be available to respond to such Complaint in a substantive manner, a Notice of response shall be made within 10 days of receipt of any needed additional information. The Executive Director shall respond to any required additional information as though it were a new Complaint.

c. Any decision made by the Executive Director may be appealed by a Complainant by making written Notice of appeal to the Governing Board. Such Notice of appeal shall be in writing and shall be delivered to the Executive Director in the manner required for a Notice.

d. Any Complaint initially addressed to a Board Member due to such Complaint being made against the Executive Director, or any appeal of a decision made by the Executive Director shall be reviewed at the next scheduled meeting of the Governing Board provided such meeting shall be more than three days after the receipt of such Complaint or appeal, at which meeting a response to the Complaint shall be developed. If a Complaint is filed three days or less before a schedule meeting, such Complaint shall be reviewed at the next regularly scheduled meeting of the Governing Board. Complainant shall be provided written Notice of the date, time, and location of any meeting of the Governing Board at which the Complaint or the appeal of the Executive Director's decision shall be considered.

e. Notice of any decision by the Governing Board shall be sent within seven days of the meeting considering such appeal or Complaint.

f. The Notice of the decision by the Board shall include the Complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information.

4. **Distribution of Complaint Procedure:**

a. The Association Complaint procedure shall be readily available upon request to all members of the Association and citizens.

b. The Association Complaint procedure shall be included as an attachment to the resale certificate or the Association disclosure packet.

5. **Maintenance of Association Record of Complaint.**

a. A record of each Association Complaint filed with the Association shall be maintained in accordance with § 55-530 E 1 of the Code of Virginia.

b. Unless otherwise specified by the director or his designee, the Association shall provide to the director or his designee, within 14 days of receipt of the request, any available document, book, or record concerning the Association Complaint that shall be requested.

CONTACT INFORMATION

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.

Jay Roberts, Executive Director
88 Wintergreen, Drive
Roseland, VA 22967-2162
Tel. #: (434) 325-8531
Email: jroberts@wtgpoa.org

COMMON INTEREST COMMUNITY OMBUDSMAN

Common Interest Community Ombudsman
Common Interest Community Board
Department of Professional and Occupational Regulation
9960 Mayland Drive
Richmond, VA 23233
Tel #: (804) 367-2941
Email: CICOmbudsman@dpor.virginia.gov

Resolution

Whereas the Virginia Common Interest Community Board has passed Ombudsman Regulations requiring the Association to adopt Complaint Resolution Regulations within 90 days of July 1, 2012;

Whereas the Association desires to adopt a reasonable procedure which will fairly and equitable resolve any Complaints that members of the Association or citizens may have with the management or operation of the Association.

NOW, THEREFORE be it resolved that the Board of Directors does hereby adopt the attached Complaint Procedure:

Adopted: August 10, 2012 Board of Directors Meeting. Minutes reflect above resolution.

Wintergreen

88 Wintergreen Drive
Roseland, VA 22967-2162

Wintergreen Property Owners Association

Tel. 434 325 8530 Fax 434 325 1464

POLICY OF WINTERGREEN PROPERTY OWNERS ASSOCIATION INC. AS TO WHEN FEES FOR RESALE CERTIFICATES ARE DUE

1. All fees due and payable in connection with the Resale Certificates requested by owners and their agents shall be due and payable at closing of the sale of the property in question, and if not previously paid, shall be invoiced to the owner within ninety (90) days of the request, and regardless of whether a sale occurs.

Wintergreen Property Owners Association Inc.

By: ______________________
Jay Roberts, Executive Director

Date: July 1, 2023

BUILDING OR MODIFYING

YOUR HOME AT WINTERGREEN

A DOCUMENT FOR PROPERTY OWNERS AND CONTRACTORS

ARCHITECTURAL REVIEW BOARD (A.R.B.)

OF THE

WINTERGREEN PROPERTY OWNERS ASSOCIATION (W.P.O.A.)

OCTOBER 2025

BUILDING OR MODIFYING YOUR HOME AT WINTERGREEN

CONTENTS

REVISED OCTOBER 2025

I.

WELCOME AND INTRODUCTION TO THE ARCHITECTURAL REVIEW BOARD

The Architectural Review Board (ARB) of Wintergreen has designed this document to orient you to the review process for building or modifying your vacation retreat or permanent residence at Wintergreen. The ARB hopes that the process is as trouble-free as possible and that you can soon enjoy the home that you have long dreamed would someday be yours. Those who have chosen to make their home at Wintergreen have done so because of the unique community, environment and resources. Through compliance with the Covenants by individual property owners, their enforcement by the Wintergreen Property Owners Association, Inc. (WPOA), and the stewardship provided by The Nature Foundation at Wintergreen (TNFW), the community confidently expects to preserve this beautiful natural setting for the future enjoyment of all our property owners.

Whenever a property owner proposes to build any new structure on a home site or alter in any way the exterior of a previously existing building on a site (including painting or replacing a roof), the plan must be approved through a review process. The review process is accomplished by a committee appointed by the WPOA Board of Directors known as the Architectural Review Board (ARB). The ARB was established to implement the purposes of the Wintergreen Covenants with regard to creating an aesthetically pleasing and functionally convenient community in a beautiful natural setting. The Covenants contain certain procedures and restrictions affecting each owner and the use of his or her site that must be followed by the ARB and the property owner. <u>A meeting with a representative of the ARB is required with each lot owner before plans can be submitted to the ARB for approval.</u> The ARB tries to provide assistance to property owners to help in identifying the unique opportunities of their individual sites. Through their experience, observations and associations with previous planners, architects, landscape architects and builders who have worked with Wintergreen, the ARB can make suggestions or recommendations available to the individual property owner through the review process. Preliminary plans for new homes may be submitted to the ARB. Some samples of approved materials and colors are available in the ARB office. Final plans must be given to the ARB for approval for a new building or changes to an existing building before applying for a building permit from the County Building Official and before any construction commences.

The entire community of Wintergreen is situated on one contiguous property, but is comprised of two geographically separate areas, unconnected by direct roads within the property. The two areas, connected by Routes 151 and 664, are commonly referred to as the Stoney Creek Valley community and the Mountain community. The WPOA is the common association to which all property owners belong.

In general, the Stoney Creek valley floor is 800 feet above sea level, while the mountain and ridge areas of Wintergreen -- Crawford's Knob in Stoney Creek, Black Rock Mountain and Devils Knob on the mountain -- have maximum elevations between 2100 to 3850 feet. There are differences in the vegetation, topography and climate in the two areas, and these differences can influence the plan and landscape of your home. Temperatures vary according to the altitude. In general, the altitudes above 2800 feet have temperatures 10° to 15° cooler than the valley. Average summer temperature in the valley is approximately 75°, with highs near 87° and lows near 66°. The average winter temperature in the valley is about 38° with highs near 46° and lows near 21°. The high mountain areas have experienced temperatures as low as 25° below zero. The average annual rainfall is about 46" but the mountain gets about 20 more inches of snow than the valley's 21". There are some important distinctions made by the ARB with regard to mountain and valley structures and regulations based on these differences. Heating and air-conditioning needs are one obvious difference. Landscaping requirements are different as are water and sewer availability. Provisions for water management are also influenced by the differences in slope.

The ARB since 2001 consists of five (5) voting members made up of two (2) property owners from the mountain community, two (2) property owners from the Stoney Creek community and one at-large member. Two rotating non-voting members are chosen from the real estate community and the building contracting community. Also sitting on the Board is a non-voting architectural consultant. All members of the ARB are appointed by the Wintergreen Property Owners Association Board of Directors. The ARB is supported by members of the WPOA staff including the Assistant Executive Director of WPOA, the Office Manager for the ARB and a Field Inspector.

The ARB meets on the first (1st) and third (3rd) Thursday of each month to review preliminary or final plans submitted by contractors and/or property owners. The deadline for submission of completed applications and plans for review is **eight (8) days** prior to the next scheduled meeting.

This document contains general information that will prove helpful in the design of your home. Also included are samples of the forms that are necessary in making application for architectural review. If you have any questions on any of the requirements, please call the Office Manager for ARB at 434-325-8533 or the Field Inspector at 434-325-8537. The mailing address for the ARB is:

WPOA Architectural Review Board
88 Wintergreen Drive
Roseland, VA
22967-2162

II.

THE COVENANTS

Every property owner at Wintergreen receives the book entitled Covenants and Restrictions (hereafter the Covenants). The latest revisions to the Covenants were approved by the membership in 2008 and recorded in Nelson and Augusta Counties in 2009. The Covenants represent a contract between the individual owners and the community. This summary reminds each property owner of what they promise to do when they become owners. However, it is strongly suggested that owners read carefully the Covenants documents they have received and seek legal counsel for any areas they wish to have clarified.

The primary purpose of Wintergreen's Covenants and the foremost consideration in their origin is the creation of a community that is aesthetically pleasing and functionally convenient. The Covenants are designed to encourage the preservation of privately owned property values and to provide for enhancement of common property rights enjoyed by all owners.

Part I of the Covenants defines the standards for building a new home or changing an existing one. It is important to notice that THERE ARE **FEW OBJECTIVE STANDARDS** RELATING TO DESIGN, SIZE AND LOCATION OF DWELLINGS ANO OTHER STRUCTURES ESTABLISHED IN THE COVENANTS. The founders did this so that in the future, the ARB and the property owners could take full advantage of the individual characteristics of each parcel of property, of technological advances over the years and of new understandings of their environment. For instance, for reasons of fire safety the original standard of only allowing cedar shakes for roofs has been changed so that cedar shakes are no longer allowed and composition shingles or metal roofs are required. The ARB has the authority to consider these circumstances and to establish objective standards and guidelines relative to design criteria and recommendations. The ARB has the right to grant approvals or denials **on a case-by-case basis**. Other specific restrictions and obligations in the Covenants bind the property owners and are the concern of the ARB. Some more important ones pertain to signage, condition of the lot, water management and grading, easements, maintaining trees, shrubbery and native vegetation.

In Part II of the Covenants, there are Additional Restrictions to Implement Effective Environmental Controls. These are in place in order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within Wintergreen and the purity of the watershed areas in Wintergreen. WPOA can take action necessary to effect compliance with environmental rules and regulations. The environmental controls established include the restrictions that: (1) topographic and vegetation characteristics of properties shall be minimally altered and there shall be a minimum of earth movement and vegetation reduction, **(2) no trees, shrubs or other vegetation may be removed without written approval if more than ten (10) feet away from the footprint of the house,** (3) adequate and effective erosion control must be exercised, and (4) vegetation must be controlled to preserve beauty or safety.

In Parts IV and V of the Covenants, there are additional restrictions affecting golf fairway properties and ski slope properties that should be noted. There are amended Valley Residential Covenants. In addition, individual subdivisions may have covenants or restrictions applicable only to that subdivision.

In the event of violation or breach of any restriction, neighbors and/or WPOA may proceed at law. **The failure to enforce any rights or reservations regardless of how long such failure shall continue does not disallow right to enforce.**

III.

DESIGNING YOUR HOME

From the beginning, those associated with Wintergreen recognized the unique, natural and unspoiled environment of the portion of the Blue Ridge Mountains and Rockfish Valley in which Wintergreen is located. The quality of this environment (including the topography, vegetation and wildlife) is the prime asset which attracted all of us to this particular property and is the feature that we realize is our obligation to preserve and enhance for the enjoyment of all property owners in Wintergreen.

With your realtor, you selected a particular home site that uniquely appealed to you and your family. You will want to design a home that will fit that site and enhance its character and reflect your style of living. Excellent local architects, contractors, and designers are available in the area. Your realtor will be glad to offer their names. You may select a plan from a plan book or plan service. In this case, we caution that all plans are not appropriate for all lots. Purchased plans must be amended to show actual design, material and accurate elevations. **IN SOME CASES, IT MAY BE NECESSARY TO REDRAW THE PURCHASED PLANS TO REFLECT ACTUAL DESIGN AND MATERIALS TO BE USED.**

As stated earlier, preliminary plans for new structures or alterations may be submitted to the ARB. This Preliminary Review Process allows the ARB the flexibility to provide a "Wintergreen" perspective. **The ARB will review your plans and make suggested or required changes for design modification, siting and orientation prior to the preparation of the final documents.** Photographs of the existing site and the adjacent properties or structures are always helpful. This procedure allows you to address design problems before you undertake the expense of preparation of detailed plans for the final review.

The Application for Preliminary Review form is in the forms section of this document.

For the preliminary review, the building design concept (preliminary plans and elevations) should be indicated on a site plat to provide parameters for location of the house, driveway and road entrance. A necessary condition for any final approval is a plat and building location drawing performed by a licensed surveyor to define site boundaries and exact location of the building construction.

According to the Covenants, topographic and vegetation characteristics of properties shall be minimally altered. There shall be a minimum of earth movement and vegetation reduction and no trees, shrubs or other vegetation may be removed without written approval if more than 10 feet away from the footprint of the house.

When you have made your final decisions and the plans are prepared, it is time for final submission to the ARB for review and approval. A description of the Application Process is in Section V, The Application for Final Design Review is in the Forms Section, and the Specification Guide for Contractors is in Section VIII. When your application is approved, your contractor will apply for a Building Permit from Nelson or Augusta County.

NOTE: A completed Application for Wintergreen ARB Final Design Review along with all completed documents may be submitted to the ARB without first submitting preliminary plans. However, this may result in major modifications and changes at the Board's discretion.

You should count on two to four months for design time and approval and eight to twelve months for construction. Be patient. Make decisions calmly and rationally. Remember, although twelve months might seem like a long time when you are anxious to have a house in Wintergreen, you will be enjoying that home long after it is completed.

You and your contractor should understand that all construction and development should be completed in a visually unobtrusive manner. According to the Covenants, topographic and vegetation characteristics of properties shall be minimally altered and there shall be a minimum of earth movement and vegetation reduction. As the first step in the ARB approval process, each owner or the contractor is required to meet with a representative of the ARB on the lot to discuss the many natural attributes of the site including siting, vegetation, water management and the Covenants pertaining to the construction of the new home. **The ARB application process cannot begin until this meeting is completed.** **REMEMBER, YOU AS THE OWNER, ARE ULTIMATELY RESPONSIBLE FOR COMPLIANCE WITH THE COVENANTS.**

THE ROLE OF THE NATURE FOUNDATION AT WINTERGREEN

The Nature Foundation at Wintergreen (TNFW) at the Trillium House exists to encourage the understanding, appreciation and conservation of the natural resources of the Blue Ridge Mountains of Central Virginia. TNFW offers a service to prospective home builders. A naturalist may visit your site before construction begins in order to identify the native flora. With your permission, the TNFW can move native shrubs, wildflowers, ferns and other plants before construction begins on the site. Those plants can be transplanted to other sites at Wintergreen and thus be saved.

IV.

DESIGN CRITERIA AND RECOMMENDATIONS

In general, the desired goal at Wintergreen is to create building forms that readily become part of the natural environment. Homes on the flat valley floor will have somewhat different requirements than those on the mountain slopes. However, for every home, harmony of the exterior design, the proportions of the overall structure to its parts, details of railings, doors and windows, roof type and pitch will all be considered. Carefully selecting materials, colors and finishes will contribute to the overall appearance of the differing Wintergreen environments. **As Wintergreen grows, the relationship of each residence to that of its neighbors becomes increasingly important and should be a prime consideration in the design process. Preservation of the natural environment and of the purity of our water through careful earth movement and landscaping is always a high priority.**

NEW HOMES

The following information and recommendations are offered to property owners and their architects or designers as a planning guide for use during the design process for new homes. The ARB is concerned with the following basic considerations when making its decisions in the review process and will base their approvals on these concerns.

ORIENTATION AND SITING: Generally, the relationship of a house to the street should be considered subordinate to the other parameters. In other words, it is not important that the house is parallel to the street, but the siting should instead be derived from the desired views and the slope of the land. Residential areas have a variety of views towards which a house may be oriented, such as the mountains, woodlands, golf courses, ski slopes or a distant valley. When selecting one or more specific views towards which to orient your house, you should take into account the effects of various exposures to the sun and wind. Siting the house parallel to the contours will result in less damage to the site and contribute to the appearance of a house "fitted" into its environment. This positioning permits the retention of the natural features around the house and allows passers-by to look beyond the structure to longer distance views rather than having their view interrupted by a man-made object.

In siting your home, the relationship of the structure(s) to existing or future nearby structures, streets, property lines, future utilities, septic fields and wells must be considered. Remember, in mountainous terrain with climbing, winding roads, four sides of a house as well as the roof and underside are often visible from different points on adjacent roads and lots. Extreme care must be taken to keep the roofline below the treetops. Drainage water from roofs and paving must be distributed over large areas of ground or routed to graveled trenches covered with native plant materials to minimize erosion.

The siting of the home and driveway is critical for both the owner and for neighbors. Set-backs of at least fifteen (15) feet to the side and back are required for the preservation of vegetation, prevention of erosion and to protect the privacy of all. Every effort should be made to place the utility trench within the footprint of the driveway thus decreasing the need to clear vegetation. Effort should also be made to place the grinder pump in the ten (10) foot cleared area around the house. The restoration of a vegetation buffer area may be required in the event of over clearing of vegetation.

The siting of the home and driveway must consider the site topography. Prevention of erosion is a thoughtful consideration on sloping lots. Terracing, such as the use of log berms placed horizontally at right angles to the slope, is an easy method for controlling erosion on a disturbed slope. Natural topography, such as a rock outcrop, frequently harbors a diverse and unique flora. Outcrops may be a focus of a landscape plan and should remain undisturbed.

The Covenants provide for a 30-foot easement along any property that joins a golf course or ski slope. There is to be no disturbance, cutting of vegetation or siting of the house, deck or other structure in this easement without the approval of Wintergreen Pacific LLC and the ARB.

ACCESS AND PARKING: Driveways must be considered from the standpoint of safety of access upon the main road, ease of grade and minimizing the destruction of growth and disturbance of the landscape. Curved rather than straight driveways are preferred. Only one driveway is permitted per property. While two improved off-street parking spaces are mandatory, spaces in addition to this minimum are highly desirable to accommodate visitors. Due to the steep slopes on some lots, it may be necessary to provide parking near the road. Imaginative solutions to this problem are encouraged to avoid the unsightly condition of numerous cars parked just off the main road. Interference with natural drainage flows and the introduction of surface drainage from nearby roadways must be avoided.

DRIVEWAY PAVING: Driveways that are relatively flat with a slope of less than eight {8) percent may have a gravel finish surface. Driveways constructed with a slope of eight (8) percent or greater must be paved with a hard surface. Driveway connections must be constructed as approved by WPOA staff.

FOUNDATIONS: Exposed masonry foundation walls must be held to a **maximum of six (6) feet and must be parged and painted with a color that will blend with the exterior finish of the house. Native stones may be used.** Pier foundations are not recommended since it is exceedingly difficult to insulate water lines and floor systems to prevent freeze-ups during the winter months. Few lots lend themselves to slab on grade construction, though this is a permitted method when site conditions allow. Most grade conditions will require a standard reinforced concrete footing with crawl space or basement below the wood framing.

EXTERIOR LIGHTING: Only **minimum amounts** of lighting to illuminate doorways, walkways and decks should be used to prevent light pollution in residential areas. **Low-wattage, ground level landscaping lighting is encouraged, and, if overhead lighting is necessary, it should be shielded and pointed downward.** External light fixtures must be approved as to placement and type before they are installed.

EXTERIOR MATERIALS: The fewer materials (and colors) utilized on the exterior of a house, the more cohesive the structure becomes. Cedar, cypress and redwood siding or their synthetic counterparts (such as Hardi-Plank) in a variety of configurations are encouraged, as is stone native to the area. **Vinyl or aluminum siding is not allowed. No reflective finishes may** be used on exterior finishes with the exception of hardware items. Size and location of solar panels must be approved by the ARB.

WINDOWS: In all instances windows should be of energy efficient construction complete with insulating glass glazing. **Natural or bright aluminum finishes are not acceptable.** Window frame finishes must be dark or warm earth tones, i.e.: sandstone, gray, beige, etc. White may be considered for valley floor homes. **White windows will not be allowed for the higher altitude homes.**

ROOF FORMS: Because of the mountainous terrain, roofs should be designed to reflect the character of the slope of the land and should be adequately pitched for shedding water, leaves and snow. Steeper pitches (7 in 12 and above) are required for main roofs: ancillary roofs may have less steep slopes. Overhangs should be considered for protection from sun and rain, though wind factors in certain locations should be kept in mind.

ROOFING MATERIALS: Composite shingles, concrete shingles and metal roofs are permitted. When asphalt shingles are used, they must be **250# minimum weight per square (40 years or above) and shake-type design. Wood shingles are not allowed due to fire hazards.** All roofs are subject to material and color approval. Size and location of any solar panels must be reviewed and approved by the ARB.

EXTERIOR COLORS: Exterior colors will be carefully controlled. **A sample board must be submitted with the final application showing all exterior colors for siding, trim, windows, foundation, roof, gutters, etc.** For questionable colors, the ARB retains the option to require that a sample of paint three to four (3 to 4) feet square be applied directly to the house for staff review, before the whole house is painted. On higher altitude homes, white or exceptionally light colors, including exposed natural aluminum finishes, are prohibited. Warm earth tones or weathered grays are preferred. A broader range of colors is permitted for valley floor homes.

LANDSCAPING/EXCAVATION: It is required that the existing terrain be left undisturbed to the extent possible in order to preserve the natural vegetation in wooded settings. **General clearing of the site is not permitted.** Particular care should be taken to preserve the natural understory and ground cover. All disturbed areas must be stabilized with bark mulch, rock or river gravel or ground cover so that the likelihood of soil erosion is minimized. **Once the final plan is approved for construction, no trees, shrubs or other vegetation regardless of diameter may be removed without written approval if more than ten (10) feet beyond the footprint of the house and the area designated for the driveway and utility trench.** Equipment appropriate to the site to accomplish minimal earth movement should be employed. In the event that unique construction techniques such as modular components are being considered, such techniques will not be prohibited. However, there shall be no clearing of vegetation or changing of topography performed **in excess** of that required for a conventional home. Where foundations may be a problem, the ARB has the option to require a preliminary landscape plan before approval of the final landscape plan if required.

In all cases, the use of native plant materials is encouraged and preferred. Use of invasive species like tree of heaven, kudzu, Japanese stilt grass, garlic mustard, purple loosestrife, crown vetch, Japanese honeysuckle and others should be strongly avoided.

GRADING & STORM WATER MANAGEMENT: Because of the likelihood of soil erosion, concentration of surface water should be avoided. **Provisions for storm water management must be shown on the drainage/water management plan as well.** Silt fencing or other erosion control structures may be required. Provisions to accomplish this requirement must be shown on the Grading Plan.

STORAGE BUILDING REQUIREMENTS: Storage buildings will be considered as a permanent detached building as per the definitions outlined in the Covenants and Restrictions of February 1, 2000, and must conform to the specific requirement for total number of detached buildings allowed on the site at the particular subdivision. **Storage building construction shall be of the same materials and finishes as those used on the primary residence and ARB. Approval requirements are the same as for a primary residence (elevations, site plan, cross section, etc.).** Building permits must be obtained and displayed at the site whether unit is of modular construction or constructed at the site. If electricity is provided, it shall require county inspection and approval. Modular storage units on skids will not be approved. Structures shall be anchored to a concrete slab or an approved foundation system capable of resisting the horizontal wind load imposed on the building.

OUTDOOR FIREPLACES AND FIRE PITS: Fires can be dangerous within the Wintergreen community. Some recreational outdoor fireplaces are allowed. Please visit this link for a list of requirements: https://www.wtgpoa.org/news-updates/recreational-fire-rules.

FENCES AND SIMILAR LANDSCAPE FEATURES: To maintain the open, rural and uniquely beautiful natural environment of our community, the ARB, at the instruction of the WPOA Board of Directors, has implemented the following updated guidelines relevant to the construction of fences and landscape structures.

The Wintergreen Covenants and Restrictions require that all fences, walls or landscape structures must be approved by the ARB prior to construction. The application must show the design, location of both property lines and the fenced area (staked out), materials and height of such structures. Among the factors which will be considered are whether the structure will create a boundary-like visual barrier between properties, detract from a neighbor's view shed, or that the proposed structure is simply not in keeping with the aesthetics of the community. Fences are generally discouraged except where required by building codes, such as enclosing a swimming pool area.

Fences shall not be approved on properties fronting on or adjoining the golf course, both at Devils Knob and in Stoney Creek. In cases where animal containment is necessary, "invisible" buried fence systems are permitted. Installation of an underground invisible type fence must be installed outside the thirty-foot (30') golf course maintenance easement and no closer than fifteen feet (15') from the other property lines.

For a fence to be considered, it must meet the following:

- Fences are not permitted in the front yard.
- Fence height shall not exceed 42 inches in height.
- Fences must be located a minimum of fifteen feet (15') from the property lines and not obstruct any existing easements (utility, ski maintenance easement, etc.).
- All proposed fencing must be made of wood materials and be of a 3-board or split rail type. Any finish applied must also be approved by the ARB. Architecturally designed projects that include the use of stone materials may be considered.
- Use of a welded wire type material on the inside of a fence may be considered.
- Once constructed, all fencing and landscaping must be maintained in acceptable (to the WPOA) repair and appearance.
- All applications for fences must be accompanied by a complete landscape plan and the fence location must be staked out onsite before the ARB review.

EXISTING HOMES

The on-going appearance of properties is a concern of the ARB. **Owners of existing homes must consider the recommendations set forth in proposing changes. The following are examples of changes that must be submitted to the ARB:**

1. Exterior expansion or alteration of any type
2. Conversion or additions to screened porches
3. Changes, additions to or removal of windows, skylights, doors, etc.
4. Repainting home, trim, deck or other appendages to the home even if the color is the same
5. Installation of hot tubs, fishponds, fountains, gazebos or storage buildings
6. Planting of trees or shrubs in areas affecting the enjoyment of neighbors of their property
7. Changes or additions to landscaping, yard slopes or irrigation systems, especially if drainage patterns may be affected
8. Clearing of trees beyond ten (10) feet of the footprint of the house
9. Clearing of understory, shrubs and native vegetation
10. Addition of any exterior lighting
11. Construction of fences or similar landscape structures
12. Construction of retaining walls and entrance columns or posts at the edge of the driveway
13. Reroofing of the residence

V.

DESCRIPTION OF APPLICATION PROCESS

THE ARCHITECTURAL REVIEW BOARD MEETS THE 1ST AND 3RD THURSDAY OF EACH MONTH to review applications submitted by property owners for preliminary or final approvals. **COMPLETED APPLICATIONS AND PLANS MUST BE RECEIVED FOR REVIEW EIGHT (8) DAYS PRIOR TO THE NEXT SCHEDULED MEETING.** The house site and driveway must be staked for inspection before submission for final approval.

Complete applications with plans and all required information and samples will be reviewed at the first meeting following submission and the meeting on the site with an ARB representative has been completed. However, the 30-day limitation on approvals as established in the covenants will apply to all situations.

No clearing of the lot, storing of materials, posting of signs (including contractor signs) or other construction work including the cutting of a road into the property for purposes of digging a well (in most cases, the ARB staff can advise and approve an entrance for well digging), except the mandatory staking of the driveway and house, shall begin on any home site until final approval has been granted by the ARB. CONTRACTOR SIGNS SHALL BE REMOVED WHEN THE CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED.

The Covenants provide for a 30-foot easement along any property line that joins a golf course or ski slope. There shall be no disturbance, cutting of vegetation or siting of the house, deck or other structure in this easement without the written approval of Wintergreen Pacific LLC and the ARB.

APPLICATION PROCESS REQUIREMENTS

ALL OF THE FOLLOWING REQUIREMENTS MUST BE COMPLETED.

LACK OF ANY COMPONENT WILL DELAY CONSIDERATION.

1. Application for Architectural Review Board Preliminary Review **(if desired)**

2. Application for Wintergreen Architectural Review Board Final Design Review:

a. Submit completed Wintergreen Architectural Review Board Final Design Review form
b. Submit Application Fee made out to W.P.O.A. as specified on application form.
c. Submit four (4) copies of Site Plan.
d. Submit four (4) copies of Staking Plan (THIS MUST BE DONE BY A LICENSED SURVEYOR) that may be placed on Site Plan. The house and the driveway must be **staked prior to consideration.**
e. Submit four (4) copies of Grading / Water Management Plan (THIS MUST BE DONE BY A LICENSED SURVEYOR) that may be placed on Site Plan.
f. Submit four (4) sets of finalized House Plans and Specifications.
g. Submit **completed Agreement to include Owner(s) signatures.** Faxed copies with signatures are allowed.

3. Architectural Review Board Letter:

This letter, sent to the owner, will contain approval, recommendations or denial with an explanation. Each party must comply with the requirements outlined therein. In the event of a final approval a copy will also be sent to the appropriate County Building Inspection Department.

VI.

DESCRIPTION OF THE BUILDING PROCESS

A pre-construction meeting is required between the owner, contractor and the ARB Field Inspector

Your building contractor must observe the following when beginning construction. **No clearing, storing of materials or other construction work, except the mandatory staking of the driveway and house, shall begin on any home site until final approval has been granted by the ARB. The Covenants provide for a 30-foot easement along any property line that joins a golf course or ski slope. There should be no disturbance, cutting of vegetation or siting of the house, deck or other structure in this easement without the written approval of Wintergreen Pacific LLC and the ARB.** The Building Permit from Nelson or Augusta County will be obtained only after the review process is completed and approval is granted by the ARB. **The building permit must be posted on the site before site work begins. A GENERAL CONTRACTOR SIGN MAY** BE **PLACED ON** THE **PROPERTY WHEN A BUILDING PERMIT IS POSTED AND MUST BE REMOVED WHEN THE CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED. SUBCONTRACTOR SIGNS ARE NOT PERMITTED.**

All construction must comply with approved plans and specifications. **Any additions or alterations to approved plans or substitutions of exterior materials must be submitted to the ARB in writing and must be approved before changes are put into effect.** Clearing trees and ground disturbance should be minimal and is not to exceed ten (10) feet from the foundation in order to preserve vegetation.

Construction noise should not start prior to 7:00 a.m. and should end by 9:00 p.m.

REQUIRED INSPECTIONS AND APPROVALS

At the appropriate times during the construction process, the following inspections will be performed by the ARB Field Inspector:

1. Staking of the footprint of the house and driveway (part of the review process)
2. Inspection of driveway culverts for size and depth (Driveways need to be planned and constructed so that the required base is in place as construction commences. Stabilized areas on which to park vehicles, temporary if necessary, will be inspected on site during house construction.)
3. Monthly inspections will be performed to assure compliance to approved plans, siting and materials and cleanliness of job site
4. Final inspection within one month of occupancy for adherence to specifications of design plan
5. Completion of approved landscaping (where required) within 12 months after occupancy

OCCUPANCY OF A BUILDING BEFORE A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED WILL BE REPORTED TO THE COUNTY BUILDING INSPECTOR.

Once approval for the work has been granted by the ARB, the owner and/or the contractor must begin work on the site within two (2) years of the approval or the ARB approval will be revoked. The applicant may apply for a one-year extension of the approval. Such extension may be granted for sufficient cause. No additional fee will be charged for the extension.

VII.

UTILITIES INFORMATION

TELEPHONE: Telephone landline service may be supplied by Verizon, 800-837-4966. Voice over Internet Protocol (VoIP) may be available in some areas of Wintergreen through Nelson Cable, Lovingston, VA 434-263-4805. Cell phone service is available through various companies.

POWER: Electrical service will be supplied by the Central Virginia Electric Cooperative (CVEC) Lovingston, VA, 434-263-8336.

WATER: Water is supplied to mountain homes by the Nelson County Service Authority, 434-263-5341. Water is supplied (where available) in the valley by Aqua Virginia 877-987-2789. All property owners with water available to their property will be subscribers. Other property owners must drill individual wells for their water supply.

SEWER: Wintergreen's Mountain Community and some Valley Community plots have central sewer systems. All property owners with sewers available will be subscribers and are assessed based on their monthly water meter readings. Owners of Back Country parcels, Hickory Ridge, Fortunes Ridge lots 38A, 38B, 39A & 39B, and most valley home sites will use septic tank sewage.

TRASH DISPOSAL: There is no community trash collection at Wintergreen. Trash compactors are located on the mountain at the Wintergarden Parking Lot and on Blackrock Drive. For the valley, trash compactors are located on Rt. 151 approximately 4 miles north of the Stoney Creek entrance on Rockfish School Lane.

CABLE: Contact Nelson Cable for cable and satellite service, 434-263-4805. Satellite TV service also may be provided by DirecTV, 1-888-777-2454 or Dish Network, 1-877-478-6670.

INTERNET: Wintergreen has three internet service providers Firefly (833-473-3591) offers high-speed fiber-to-the-home internet, Nelson Cable (434-263-4805) offers both standard television cable service internet levels as well as a high-speed fiber-to-the-home internet, Verizon (800-837-4966) can offer DSL internet service to many Wintergreen properties.

VIII.

SPECIFICATION GUIDES FOR CONTRACTORS
HOUSE PLAN REQUIREMENTS

Four (4) paper copies of plans drawn to scale with sufficient clarity and detailed dimensions to show the nature of all electrical wiring, plumbing, mechanical, fire prevention and insulation rating throughout the building from foundation to top of roof are required. In addition, electronic copies or scanned copies of plans are to be submitted. **When there are changes in plans,** the ARB **must** be notified and approval must be given **before** the work is done. **All purchased plans must be amended to show actual appearance (in some cases, it may be necessary to redraw plans reflecting actual design, elevations and materials). RED-LINED OR FREE-HAND MODIFICATIONS WILL NOT BE ACCEPTED.**

Upon approval, two (2) sets will be provided to the County Building Official's Office, of which one set will be placed on the job site upon approval by the County Building Official. One (1) set will be provided to the builder or owner (to be picked up in the ARB Office within 45 days after approval or this set will be disposed of). One paper copy and the electronic copy will be filed in the ARB office. **ALL PLANS MUST ADHERE EXACTLY TO THE FOLLOWING SPECIFICATIONS:**

1. **Foundation Plan** - 1/4" = 1.0' showing footings and foundation walls.
2. **Floor Plans** - 1/4" = 1.0' showing all dimensions and the total square footage of enclosed heated areas and the roof areas. All porches, decks and exterior stairs must be shown and dimensioned.
3. **Elevation** - 1/8" or 1/4" = 1.0' showing all four (4) sides including foundation. Elevations must reflect the actual contours of the site.
4. **Typical Building Cross Section** -1/4", 1/2" or 3/4" = 1.0' showing construction details at each level.
5. **Complete** specifications, construction dimensions, details (required by the Building Official).
6. **Electrical** meter location on the house.
7. **Each sheet of the plans must be identified (Lot No., Block, Section, Owner's Name & E-911 address & architect's or designer's address & phone number).**

SITE PLAN REQUIREMENTS

(1" = 20' scale) FOUR (4) COPIES TO INCLUDE THE FOLLOWING ELEMENTS:

1. **PROPOSED HOUSE LOCATION FIELD SURVEY AND DRAWING:**

This must be prepared by a Land Surveyor licensed in the Commonwealth of Virginia.
The field survey shall be comprised of the following:

- Verification and marking of all boundary markers based on current plats of record.
- field marking of the point of intersection of the center of the proposed driveway and edge of pavement of the existing road
- field stakeout to a minimum accuracy of 0.5' of the exterior most foundation corners with point designation written on stakes.
- field location of a minimum of two (2) nearest corners of any existing adjacent structures
- upon boundary verification, contractor shall install and maintain string lines along lot sidelines throughout all construction phases.

The site plan drawing shall include the Surveyor's signed and dated seal and shall depict the following:

- title box to reflect lot number, subdivision, section, etc.
- north arrow
- drawing scale and date
- preparers name, address and phone number
- metes and bounds on all subject boundary lines.
- road names
- easements of record
- point at which center of proposed driveway will intersect the existing subdivision road as well as center line of entire driveway, at minimum 20' intervals.
- proposed house, decks, porches, etc.
- point designation of exterior most house corners as staked.
- elevations of all staked corners as they relate to proposed driveway point referenced above
- offset dimensions shown perpendicular from property lines to nearest house corners.
- nearest two (2) corners of any existing structures

2.. SITE AND STORM WATER MANAGEMENT PLAN:

This must be prepared by a Land Surveyor licensed in the Commonwealth of Virginia. (The site plan and storm water management plan may be shown on same drawing).

The drawing shall include the Surveyor's signed and dated seal and shall depict the following:

- all items shown on the Proposed House Location drawing except point designations and relative elevations
- existing topography:

Note: Field run topography for all disturbed areas will be required on any plat submitted to the ARB for new construction. As the build-out of Wintergreen continues, houses are being built on more challenging lots where aerial topography is not adequate to address potential problems with the exposed foundation and water management plan. Field-run topography must include a benchmark set maintained throughout all construction phases.

- proposed improvements to include, but not limited to, house, decks, porches, walks, retaining walls, driveway and parking configurations, drainage ditches and/or swales, proposed culverts and utility ditch location(s).
- proposed finished floor elevation(s)
- proposed grading including spot elevations deemed necessary by the designer or the ARB.
- proposed erosion and sediment control measures to manage the increase and concentration of storm water runoff due to the introduction of impervious surfaces areas.
-

Note: All surveyors are reminded that string lines are required along property lines and that the proposed driveway should be marked at the street and staked at 20' intervals. On steep lots with a slope toward the street, the water management plan should require paving of the driveway if the grade of the driveway at the street level is greater than 8%.

3. UTILITY TRENCH LOCATION - This can be combined on the Site and Staking Plan. Show all water, sewer, and utility trenches and features (grinder pump, well, septic tank and drain field, power pedestal, electric meter base, etc., where required). **It is preferred the utility trench be located in or alongside the driveway where possible to eliminate removal of trees, shrubs and understory.**

4. LANDSCAPE PLAN Plan must be submitted to the ARB, if required, and approved prior to occupancy (to be implemented within 12 months of occupancy). The ARB may require a preliminary foundation landscape plan.

Water Management & Erosion Control

Where construction vehicle access routes intersect paved public roads, provisions shall be made to minimize the tracking of mud and sediment by vehicles onto the paved surface. Where dirt or mud is transported onto a public road surface, the road shall be cleaned thoroughly at the end of each day. Mud or dirt shall be removed from the roads by shoveling or sweeping and shall be transported to a sediment control disposal area. Street washing shall be allowed only after sediment is removed in this manner.

Erosion and Sediment Control General Criteria:

All erosion and sediment control devices shall comply with the 1992 Virginia Erosion and Sediment Control Handbook Specifications, Third Edition.

Stabilization of Denuded Areas and Soil Stockpiles:

Permanent or temporary soil stabilization must be applied to denuded areas within 7 days after final grade is reached on any portion of the site. Soil stabilization must also be applied within 7 days to denuded areas which may not be at final grade but will remain dormant (undisturbed) for longer than 30 days.

Soil stockpiles must be stabilized or protected with sediment trapping measures to prevent soil loss.

Maintenance:

All temporary and permanent erosion and sediment control practices must be maintained and repaired as needed to assure continued performance of their intended function. All erosion and sediment control devices will be inspected and repaired (cleaned) weekly if necessary and after each rainfall.

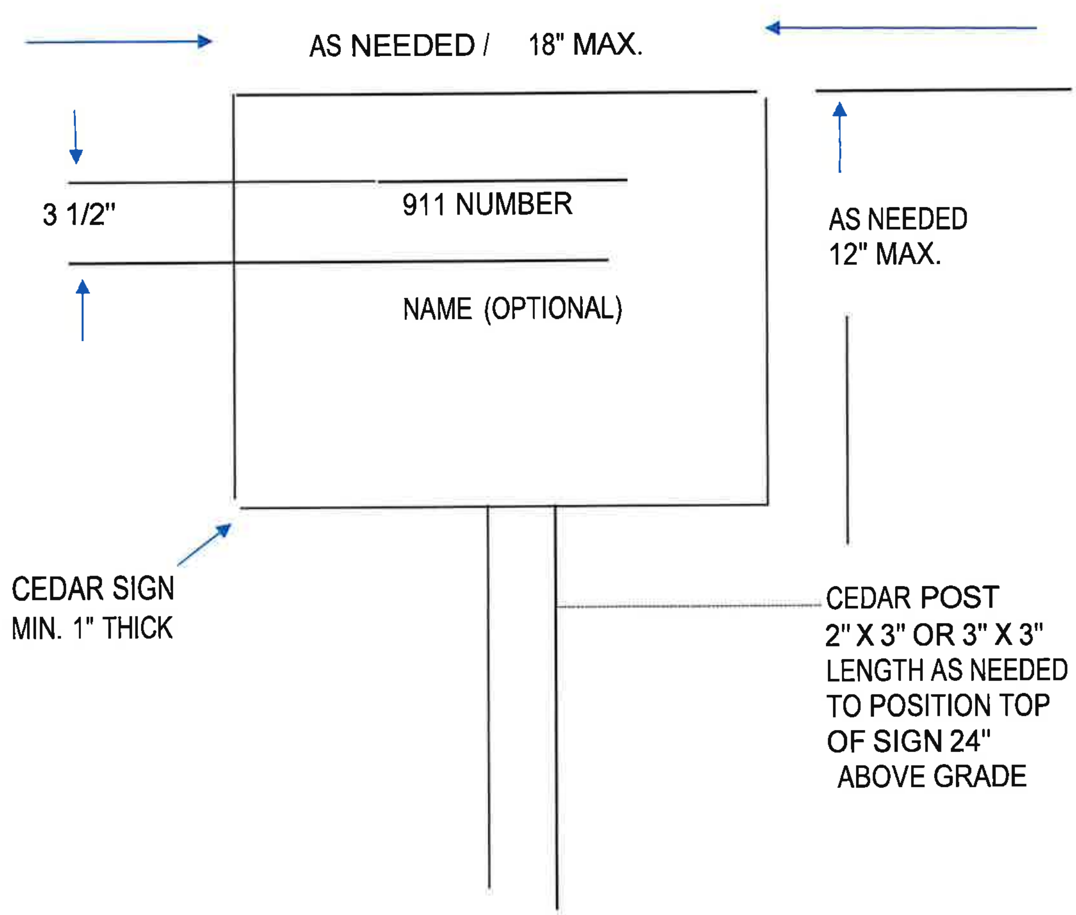
SURFACE DRAINAGE

ALL SURFACE DRAINAGE SHALL BE DIRECTED AWAY FROM THE PROPOSED HOUSE AND ADJACENT HOMES/LOTS. THE LOCATION OF ANY NECESSARY SWALES AND/OR LOCAL DEPRESSIONS SHALL BE DETERMINED ON-SITE (AND INSPECTED BY AN ARB OR WPOA STAFF MEMBER) TO BEST FACILITATE POSITIVE DRAINAGE.

THE CONTRACTOR SHALL CONTACT WPOA REGARDING TYPE AND SIZE OF ENTRANCE CULVERT.

SIGN

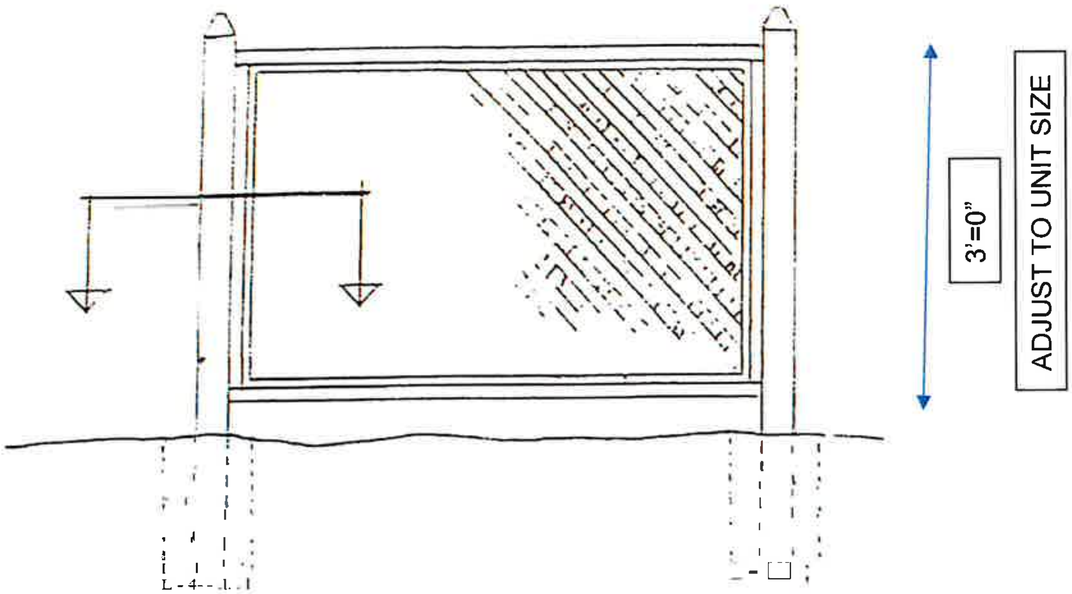
FOR ATTACHMENT OF E-911 ADDRESS PLAQUE ON THE MOUNTAIN AND IN STONEY CREEK WHERE THERE IS NO MAILBOX



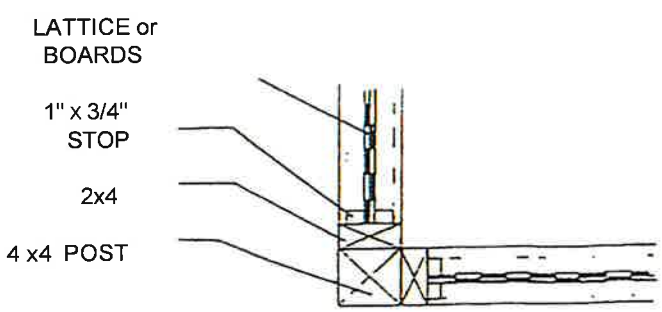
ENCLOSURE

NOTE: ALL EXPOSED CONDENSERS, HEAT PUMPS AND TRASH RECEPTACLES **MUST BE** ENCLOSED AND PROPANE TANKS **MUST BE ENCLOSED OR BURIED.**

SECTION @ CORNER------(NOT TO SCALE)



TYPICAL PANEL (NO SCALE)



Wintergreen Property Owners Association
Architectural Review Board

APPLICATION FOR PRELIMINARY ARB REVIEW

DATE:

OWNER(S) NAME(S):

ADDRESS:

TELEPHONE NOS: HOME **BUSINESS**

EMAIL:

LOT NUMBER: **SUBDIVISION**

E-911 ADDRESS:

ARCHITECT, DESIGNER OR PACKAGER:

ADDRESS:

ANTICIPATED CONSTRUCTION START:

COMPLETION:

BUILDER:

ADDRESS:

PHONE NUMBER:

EMAIL:

It is assumed that the Owner(s) has read BUILDING OR MODIFYING YOUR HOME AT WINTERGREEN and other controlling documents and understands the conditions of building or modifying a home here at Wintergreen.

PLEASE INCLUDE: (2 COPIES)

- A copy of the plat to provide parameters for the location of the house
- Design concept of the house with the basic plan and elevations of the house
- Location of the driveway and road entrance

No clearing, storing of materials, posting of contractor signs or other construction work, including cutting a road into the property for the purpose of digging a well (in most cases, the ARB staff can advise and approve an entrance for well digging), except the staking of the house and the driveway, shall begin on any home site until final approval has been granted by the ARB and a building permit has been issued by the County Building Inspector.

Applications and plans may be mailed or delivered to the ARB Office
88 Wintergreen Drive, Roseland, VA 22967-2162 /Contact: 434-325-8533

Wintergreen Property Owners Association
Architectural Review Board

APPLICATION FOR ARB FINAL DESIGN REVIEW

Fees (Payable to WPOA) **Date**

New House: $750.00 ☐ Addition: $250.00 ☐ Deck: $100.00 ☐ Miscellaneous: $50.00 ☐

Property Information

E-911 Address:

Subdivision: Lot Number:

Contact Information

Owner(s) Name(s):

Mailing Address:

Email(s):

Primary Phone: Other Phone:

Architect or Designer:

Mailing Address:

Email(s): Phone Number:

General Contractor:

Mailing Address:

Email(s): Phone Number:

Construction and Materials Information

Total square footage of living space in the house (for new houses):

Provide the manufacturer's name and the color of materials used for the building components listed below. For components not used on this project, please indicate N/A for not applicable.

Exterior siding:

Exterior trim (Not same as siding):

Roofing Material (Note that Shingles must be minimum 250# or 40 years):

Windows:

Front exterior door:

Garage door:

Other exterior doors:

Foundation:

Deck(s):

Chimney(s):

Gutters and downspouts:

Retaining walls:

Walkways:

Materials/components not listed above:

<u>NOTE</u>*: *A sample board to include all materials and colors must be submitted with the plans and application.

WPOA Board of Directors Survey

Time of Ownership:
Less than 1 year: ☐ 1 – 5 Years: ☐ More than 5 years: ☐

Purpose of Renovations or additions:
Improving for self: ☐ Improving to sell: ☐ Improving for rental property: ☐

AGREEMENT

THIS AGREEMENT is made by and between the **WINTERGREEN PROPERTY OWNERS ASSOCIATION INC. on behalf of the WINTERGREEN ARCHITECTURAL REVIEW BOARD**, (hereinafter called the "ARB") and

Print: ______________________________

Print: ______________________________

(hereinafter called the "Owner(s)") and relates to the review and approval of a structure [or changes to a structure] to be located on **Lot** ________ **Block** ________ **Section** ________ (hereinafter called the "Lot").

WITNESSETH

1. The **Owner(s)** has read BUILDING OR MODIFYING YOUR HOME AT WINTERGREEN and other controlling documents and understands the conditions of building or modifying a home here at Wintergreen.
2. The ARB agrees to review the **Owner's** plans for the Lot and either to approve such plans or to communicate to Owners the reasons why the plans are not approved.
3. The **Owner(s)** agrees to build, construct and finish any structure, building, addition or modification strictly according to the plans and specifications approved by the ARB for the Lot. (Exterior should be completed within 1 year from start of construction.)
4. **The Owner(s) agrees that no change shall be made in any detail, finish or other aspect** of the structure built or modified on the Lot from the plans approved by the ARB without the prior review and approval of the ARB and the County Building Inspection Department where required.
5. The **Owner(s)** hereby **agrees to reimburse WPOA for all costs expended by the ARB/WPOA** to enforce the terms of this agreement including but not limited to court costs and reasonable attorney fees as provided for by the Virginia Property Owners Association Act, Code of Virginia, Title 55, Chapter 26.

WITNESS the following executions: (**Must** be signed by **Owners**, faxed copies will be accepted)

OWNERS: ______________________________

ARB: ______________________________

WINTERGREEN ARCHITECTURAL REVIEW BOARD
88 Wintergreen Drive
Roseland, VA 22967-2162
Phone: 434-325-8533

MAINTENANCE

OF

THE NATURAL

ENVIRONMENT

AT

WINTERGREEN

ABSTRACT

This document addresses the topics of protection of the natural beauty of the vegetation, topography and other natural features of all properties within Wintergreen, the implementation of important environmental controls and maintaining the purity of the watershed areas in Wintergreen. New WPOA staff have been hired to supervise compliance with the Covenants and the rules and regulations derived from them. The principal re-interpretations and revisions of ruling documents include:

1) Strong emphasis on owner's fiscal responsibility for their agent's (e.g. contractors and sub-contractors) conformance with the Covenants,
2) New requirements for location of driveways and utility trenches,
3) New requirements for set-backs and restoration of vegetation buffer,
4) New protective regulations aimed at minimizing disturbance of topography and herbaceous vegetation during excavation,
5) Clearer definitions of tree canopy, understory and herbaceous layers of the forest and permission necessary for their removal,
6) Enhanced understanding of extraordinary diversity of the Wintergreen ecosystem and its fragility and uniqueness.

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Adopted October, 2005
Revised January, 2021

INTRODUCTION

From the earliest days, those associated with Wintergreen recognized the unique, natural and unspoiled environment of the portion of the Central Blue Ridge Mountains and Rockfish Valley in which Wintergreen is located. The quality of this environment attracted buyers here and is the prime asset that must be protected. Wintergreen confidently expects to preserve this beautiful natural setting for the future enjoyment of the property owners through conformance with the Covenants by individual property owners; administration and enforcement of the Covenants by the Wintergreen Property Owners Association, Inc. (WPOA); and the science-based environmental advice provided by The Nature Foundation at Wintergreen (TNFW).

Every property owner at Wintergreen receives the booklet entitled Covenants, Restrictions and Affirmative Obligations Applicable to All Properties in Wintergreen 1974 (hereafter the Covenants). A revision to Part II of the Covenants was approved by the membership in 1999. The Covenants represent a contract between the individual owners and the community. This summary reminds each property owner of what they promise to do when they become owners. Regardless of whatever representations have been made to you, these documents are the ruling documents at Wintergreen. It is strongly suggested that owners read carefully the Covenants documents they have received and seek assistance for any areas they wish to have clarified.

The primary purpose of Wintergreen's Covenants and the foremost consideration in their origin is the creation of a community that is aesthetically pleasing and functionally convenient (Part I). The Covenants are designed to encourage the preservation of privately owned property values and to provide for enhancement of common property rights enjoyed by all owners.

The Architectural Review Board (ARB) was established to implement the purposes of the Wintergreen Covenants as related to construction and physical improvements to properties. The Covenants contain certain procedures and restrictions affecting each owner and the use of his or her site that must be followed by the ARB and the property owner. In the General Covenants, some more important ones pertain to submission of plans and specifications for building on a lot, including a landscaping plan, protection of waterways from pollution, obstruction or alteration, and the provision that the siting of structures takes into consideration topography, large trees, other aesthetic and environmental considerations [Part I]. Objective standards and guidelines in addition to and more restrictive than the Covenants have been and may be established and amended to implement the purposes of these covenants .

There are Additional Restrictions to Implement Effective Environmental Controls. These are in place in order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within Wintergreen and the purity of the watershed areas in Wintergreen. The environmental controls established include the restrictions that are addressed in the Covenants [Part II, sections 1-4].

(1) topographic and vegetation characteristics of properties shall not be altered by any means except after plans are approved. There shall be a minimum of earth movement and vegetation reduction,

(2) no trees, shrubs or other vegetation may be removed without written approval if more than ten (10) feet away from the footprint of the house,

(3) adequate and effective erosion control must be exercised,

(4) vegetation on undeveloped lots or unkempt lots must be controlled to preserve beauty or safety.

Open space areas will be protected, maintained and enhanced for the conservation of natural and scenic resources and to promote conservation of soils, wetlands, wildlife, game and migratory birds [Part III, section 1].

In the event of any potential violation, the Covenants Compliance staff will investigate the complaint. The staff will report to the Executive Director who will decide if a true violation of Covenants or breach of regulations has occurred. In the event that a violation is determined to have occurred, a decision will be made regarding mitigation. A registered letter advising the owner to cease and desist and to mitigate the violation following the directive of the Executive Director will be sent.

An appropriate number of days will be allowed for the owner to complete mitigation and thereafter a fine of $10.00 per day will be imposed. In the event of a difference of opinion regarding the violation and mitigation, the matter will be referred to the Appeals Committee, which will review all pertinent facts and recommend future action, possibly including arbitration.

If deemed necessary due to lack of compliance by the owner after a violation or breach of regulations or Covenants, the Board of Directors may order the Executive Director to proceed at law or in equity. In addition, neighbors may proceed at law [Part VIsection 2]. The failure to enforce any rights or reservations regardless of how long such failure shall continue does not disallow right to enforce.

The owner is ultimately responsible for adherence to the Covenants and any breaches of them by the contractor. Owners are advised to exercise care in the choice of their contractor since the contractor acts as the owner's agent.

GENERAL CONSIDERATIONS

It is the intent of the Covenants, and should be the intent of new owners and contractors as well, that as much natural vegetation as possible is retained and minimal damage is done to the land. This will enhance the enjoyment of each home and protect the environment for all. It is strongly recommended that owners, realtors, architects and contractors recognize the fundamental seriousness of these issues to the Wintergreen community.

The purpose of the environmental regulations is to:

(1) preserve the health of the valley and mountain ecosystems, the home of our native flora and fauna,

(2) protect the purity of our streams from erosion and siltation by observing good storm water management practices,

(3) keep the community as safe as possible from flood and fire by observing basic precautions outlined on page 9.

Blanket "do's and don'ts" applicable to the development and management of all lots are impossible to enumerate. Each lot is unique in its location and natural features. It is a basic obligation that no disturbance of the lot including removal of trees, shrubs or other vegetation or earth movement occurs prior to approval of plans by the ARB, unless approved and recorded by the WPOA staff member. Once the final plan is approved for construction, no trees, shrubs or other vegetation regardless of diameter may be removed without written approval if more than ten (10) feet away from the area designated for the footprint of the house and the area designated for the driveway and utility trench. Equipment appropriate to the site to accomplish the aims of minimum earth movement should be employed. In the event that unique construction techniques such as that required for the use of modular components are being considered, such techniques will not be prohibited. However, there shall be no clearing of vegetation or changing of topography performed **in excess of that** required for a conventional house.

To help implement environmentally protective land use it is now required that owners of property must meet with a WPOA staff member on their lots prior to their submission of any plans to the ARB in order to consider each lot individually. Owners will have the opportunity to learn of the vegetal, topographic and water characteristics unique to the lot at this meeting.

SITING: The siting of the home and driveway is critical for both the owner and for neighbors. Set-backs of at least fifteen (15) feet to the side and back are required for preservation of vegetation, prevention of erosion and to protect the privacy of all. Every effort should be made to place the utility trench within the footprint of the driveway thus decreasing the need to clear vegetation. Effort should also be made to place the grinder pump and buried propane tank in the ten (10) foot cleared area around the house. The restoration of a vegetation buffer area may be required in the event of over clearing of vegetation.

The siting of the home and driveway will take account of topography. Prevention of erosion is a serious consideration on sloping lots. Simple terracing, such as the use of log berms placed horizontally at right angles to the slope, is an easy method for modifying erosion on a disturbed slope. Natural topography, such as rock outcrops, frequently harbors a diverse and unique flora. Outcrops may be a focus of a landscape plan and should remain undisturbed.

Siting will take account of vegetative features of your lot. Vegetative features are divided into three categories:

<u>Trees:</u> Taller trees that have reached their mature height constitute the canopy layer (Examples: oaks, hickories, maples, etc.). Preservation and protection of these large mature trees during the excavation process will be a priority. Younger trees in the forest are the replacements for the older ones in years to come. Some should be preserved. In the past, removal of trees under 6" in diameter was allowed without written permission. However, experience has shown that lack of understanding led to the indiscriminate cutting of replacement trees, valuable shrubs and small trees of the understory. Written permission from the staff is now required for any removal. Trees that pose a danger to residences because of old age or disease can be removed with written permission from a WPOA staff member.

<u>Understory trees and shrubs:</u> Smaller trees and woody shrubs below the canopy layer are the

understory layer (Examples: dogwoods, rhododendrons, witch-hazels, etc.). Understory vegetation of native shrubs or smaller trees that take years to develop must be preserved. Consideration should be given to setting aside topsoil on a portion of the property and "heeling" in valuable shrubs for later transplantation in the disturbed site. TNFW representatives will be glad to give guidance in this matter.

Herbaceous layer: the herbaceous layer consists of the non-woody plants on the earth's floor that are natives or non-invasive exotics well-suited to the environment. These include categories of plants that flower (wild-flowers, grasses and sedges) or have no flowers (mosses and ferns). TNFW representatives can advise the owners of the identity of native plants on their lots. Undesirable native plants (poison-ivy, brambles, coral-berry, etc.) may be controlled. Invasive exotic plants threatening the natural environment (Asian stilt grass, kudzu, etc.) should be removed.

VIEWS: Wintergreen has many lots that have different real estate values by virtue of their location. Every property owner should be aware that, regardless of representations made to them, there are natural limitations to their view because of their site conditions and the surrounding lots, developed or undeveloped, on either side of them. The purpose of the set-backs mentioned above is to maintain a vegetal screen between houses if possible.

Naturally occurring views from some homes may be enhanced by limited and judicious pruning of trees and shrubs to create a "filtered view". Removing large trees for the specific purpose of creating views is prohibited, however, selective cutting within individual lots can be approved if certain conditions are met. These conditions include:

- Homeowners must apply in writing and pay the WPOA fees associated with this type of request
- Back Lines and Sidelines must be professionally located and identified by homeowner prior to meeting with a representative of WPOA
- A representative of WPOA will inspect the property, view sideline and back line locations and identify options available to Homeowner and/or contractor
- Every effort will be made to protect canopy with view pockets/windows established under the canopy
- To minimize fire fuel risk, any cuttings will be chipped or removed from the property
- Costs to conduct work is the responsibility of the homeowner

As a general rule, cutting in the open space is prohibited. Site specific exceptions for limited cutting may be granted by WPOA staff on a case by case basis. Open space selective cutting/pruning may be granted if:

- Property originally had an approved/authorized view and cutting is needed to maintain a similar view.
- Lot topography supports a view with minimal homeowner lot and open space cutting.
- Previously approved cutting in the open space now requires maintenance of view.

Failure to follow covenants and the tree cutting policy approved by the WPOA Board could result in punitive action on the part of WPOA against homeowners and contractors. Penalties imposed could include the financial penalties described below, litigation, restitution, and/or liens placed on a homeowner's individual property.

The financial penalties related to unauthorized tree cutting will depend on the extent of the unauthorized cutting and the size of the trees removed/affected by the cutting. Penalties will be levied based on the restitution cost, which is those costs to return the area to its precutting condition. Restitution for the removal of smaller trees will include all costs associated with having a professional tree company supply, install and nurture trees of similar size and variety. Restitution for removal or intentional damage to large mature trees will include all costs associated with having a professional tree company supply, install and nurture the largest trees available commercially. The cost of restitution could range from as little as $5,000 for very minor infractions to more than $50,000 for extensive cutting. Remember, unauthorized cutting in the open space is a willful act on the part of homeowners and/or contractors to enter property that they do not own for the purpose of removing valuable forest and doing damage to private property.

Definitions:

Backline – the boundary line between the owners parcel and the open space or other privately owned parcel directly behind it.

Sidelines – the boundary line along both sides of an owner's parcel between the owner's lot and the open space or other private property.

Selective cutting – cutting select limbs and trees making every effort to do minimal damage and remove a minimal amount.

Canopy – the part of the crown composed of leaves and small branches.

Cleaning – selective pruning to remove dead, diseased and broken branches.

Crown – the portion of the tree that bears foliage.

Host – tree that harbors unwanted insects or disease.

Mature trees – Trees that have reached at least 75% of their typical final height and spread.

Thinning Cut or Notch Cut– the removal of a branch at its origin.

Pruning - removing branches from a tree or other plant using approved practices, to achieve a specified objective.

Reduction pruning – pruning to reduce height or width on the entire tree or one section.

Structural Pruning – pruning that influences the orientation, spacing, growth rate, strength of attachment or ultimate size of branches and stems.

Suckers – stems arising from lower trunk or roots.

Target – people or property potentially affected by a tree failure.

Topping – pruning technique to reduce the height by cutting off large branches. Generally considered poor practice.

Vegetal – relating to plants

Filtered view – thinning of smaller branches allowing the ability to see through the tree, most often under the canopy.

PROTECTION OF WATERWAYS: Riparian borders are the undisturbed vegetation along the banks of natural or man-made streams, ponds and lakes aimed at preventing erosion and preserving the health of the waterways. While ideal soil and conservation rules suggests the maintenance of thirty-five feet (35) of riparian border, practical considerations necessitate as a goal the maximum possible protection within reason. The stream beds adjoining lots should be protected and may not be dammed, rerouted or otherwise interfered with. An effective storm water management plan is required as part of the building plan.

A site plan that shows appreciation of the environmental guidelines in this communication must be done by a professional [licensed surveyor/responsible land disturber]. It must be presented along with a construction plan according to the procedures required by the ARB and approved by that Board before development of the lot and construction can begin.

SPECIAL CONSIDERATIONS: VALLEY FLOOR, HIGH ALTITUDES, AND FIRE

The entire community of Wintergreen is situated on one contiguous property, but is comprised of two geographically separate areas, unconnected by direct roads within the property. The two areas, connected by Routes 151 and 664, are commonly referred to as the Stoney Creek Valley community and the Mountain community. In general, the Stoney Creek valley floor is at 800 feet above sea level, while the mountain and ridge areas of Wintergreen-Crawford's Climb in Stoney Creek, Black Rock Mountain and Devils Knob and Laurel Ridge on the mountain-have a maximum height between 2100 to 3850 feet. There are differences in the vegetation, topography and climate in the two areas and these differences can influence the natural environment around the home. Temperatures vary according to the altitude. In general, the altitudes above 2800 feet have temperatures 10° to 15° cooler than the valley. Average summer temperature in the valley is approximately 75 degrees, with highs near 87° and lows near 66°. The average winter temperature in the valley is about 38° with highs near 46° and lows near 21°. The high mountain areas have experienced temperatures as low as 25° below zero. The average annual rainfall is about 46" but the mountain gets 41 inches of snow in contrast to the valley's 21".

The WPOA staff is aware of the ecology of different areas of the mountain and valley. There are several hundred trees, understory trees, shrubs, wildflowers, native grasses, ferns and mosses in the flora of Wintergreen, a rich diversity. Different ecological niches, wet, dry, sunny, shady, high altitude or low, that have different directional orientation and soil conditions, contain different plants. An ongoing effort is being made to specifically identify sites where particular wildflowers, shrubs or conspicuously blooming understory trees are located. The only way one can determine what vegetation should be preserved is to identify the plants. In most instances, but not all, plants can be identified by vegetation alone, but sometimes it is necessary to wait for blooms before on can be certain of the plant's identity. The WPOA staff and TNFW is a resource for this kind of information.

VALLEY FLOOR CONSIDERATIONS

The Stoney Creek is a feeder for the Rockfish River. The flat lower area is part of a geologic alluvial fan, formed long ago by depositions of cobbles, pebbles and silt from the eroding mountains above. The valley has long been populated and was under cultivation or grazed. The soil layer in some areas is thin and in others is rich.

Much vegetation on the valley floor consists of secondary growth with plants that are in some cases undesirable or invasive. Some conifers, the cedars and Virginia pines, have reached maturity or are diseased and are a fire hazard. These may be removed without permission. In some meadow areas native brambles, poison ivy, nettles or other like plants may be removed. Some natural areas have rare native plants that survive, particularly in the wetlands around present day Allen's Creek and along the streams, and these should be preserved.

The Wintergreen Valley floor is an area suitable for lawns and planned gardens. However, use of ornamental shrubs and grasses or annual or perennial flowers that can escape from gardens and become invasive is discouraged. Some areas of Stoney Creek already have Japanese knotweed (found in water ways), crown vetch, multiflora roses, and Japanese bittersweet. These plants as well as some trees, princess tree and the tree of heaven, are invasive. The most serious invasive at Wintergreen is Asian stilt grass, growing in marshy areas and along roadsides. All of these can overgrow and replace native plants or trees and should be eliminated.

HIGH ALTITUDE CONSIDERATIONS

The knobs and mountains have several particular ecological areas where different communities of native plants grow and these should be preserved to maintain the natural environment of Wintergreen that attracted owners here. On the higher mountain elevations, including those accessible from Stoney Creek on Crawford's Knob, trees that screen homes from view should be preserved. Preservation of canopy layer is of utmost importance to prevent erosion and to protect the valley below from flooding. Lawns are not natural to the mountains. Lawns require removal of native herbaceous growth which is contrary to the intention of the Covenants and require continued care and fertilization. Native grasses and sedges, wildflowers, ferns and mosses living below the filtering canopy or in sunny areas are self-limiting in their growth and are the more suitable ground cover as can be seen in the Nature Preserve and on mountain trails. Septic tank fields in Stoney Creek can be restored to a non-invasive native plant meadow if desired.

FIRE CONSIDERATIONS

When living in a naturally wooded area, there is always a danger of forest fire. The 4000 acre developed area of Wintergreen is however different from the untouched wilderness surrounding

Wintergreen. Wintergreen is protected by excellent fire service with well thought out plans for emergencies, adequate water resources, and road networks.

Every home owner should observe the following landscape precautions. Maintain a non-flammable area immediately around the house. Although mulch is laid down immediately after building to stabilize loose soil and prevent erosion resulting from construction, landscaping rocks near the foundation are safer. Lilacs, laurels, conifers and ornamental grasses are among the highly flammable plants that should be avoided near the house. Owners should keep hoses attached to outdoor spigots in the summer in case of small fires. Live hardwood trees, especially large ones, are resistant to fire but lower limbs (to 8') and branches overhanging homes should be removed. Ashes should be stored in metal containers and spark arrestors on chimneys must be maintained. Parking areas should be kept clear of leaves.

In the valley, there is only limited fire hydrant service, but the numerous ponds furnish an adequate source of water at lower altitudes. In addition lawn sprinklers are an outdoor fire deterrent. Septic fields are natural fire breaks. At higher altitudes in Stoney Creek, onsite water tanks can be installed in a cooperative effort between the owner and the Wintergreen Fire Department. The owner buys the 2500 gallon tank and the Fire Department will coordinate the installation with contractor hired by owner.

It is a general principle that fire climbs from lower elevations to higher; thus the downhill side of a house should have an area clear of highly flammable material. In the densely populated mountains, there are fire hydrants.

SPECIFICS ABOUT ECOLOGICAL AREAS AND NATIVE PLANTS

Four thousand years ago in the area that is now Wintergreen, the landscape as we now know it came into being. As the icy temperatures of the glacial period slowly warmed, the flora of the northern spruce and fir forest gave way to the one surrounding us now, the remnants of northern Appalachian forest along with southern Appalachian forest flora. Later, logging operations, although intense in many areas, did not destroy this spectacular assemblage of wildflowers, ferns, shrubs and trees. Most of the mountain areas were never put under the plow. Not until the construction associated with the making of Wintergreen was the native herbaceous growth disturbed in the mountains.

The Nature Foundation at Wintergreen (TNFW) at Trillium House exists to encourage the understanding, appreciation and conservation of the natural resources of the Blue Ridge Mountains of Central Virginia. Their staff and volunteers are available to help identify plants in the wild and in mountain and valley gardens. The Plant Propagation Committee grows wildflowers, shrubs and ferns native to the mountain and offers them for sale. Staff and volunteers at the TNFW can help with advice about cultivation and transplantation for preservation of native plants on your site.

There are several species of native plants that should always be preserved at Wintergreen. Fruiting American chestnut trees that are resistant to the blight that wiped out almost all of these trees from the forest should be preserved. This also holds true for threatened butternuts and hemlocks. Special plants like orchids and lilies should be saved when possible.

Invasive plants are now common in Wintergreen, spring to fall. There are several invasive plants that should always be removed like Asian stilt grass and garlic mustard (white) that grow in sun and shade and threaten our forest herbaceous population. Other invasives include Dame's rocket (purple), common chickweed, dandelion, self-heal or heal-all (purple, low), plantains, ox-eye daisy, crown vetch (purple), galinsoga (low, tiny white), coltsfoot (looks like dandelion), and early watercress (yellow).

The virtues and values of using native plants in landscaping are aesthetic, economic, and pragmatic. Visits to the Trillium House garden or many of the lovely mountain and valley gardens make the first point, as the beauty of the matured gardens is evident. In terms of economics and pragmatics, native plants, once established, are in their sites to stay. Being acclimated to the soil, temperatures, and moisture levels, they thrive with little maintenance. They occupy their own long established ecological envelope or niche. Some purposefully introduced exotic plants, non-natives and non-invasive, also have their place in Wintergreen gardens.

When landscaping on one's lot, there are several methods that may be successfully used, but gardens on the mountain should preserve their native herbaceous growth and be sensitive to the surrounding natural area. Zerolandscaping, removing invasive weeds and giving native flowers, grasses, sedges, mosses, ferns and shrubs space to survive, is adopted by some. A variation is ecolandscaping, introducing degrees of control and adding native species to the immediate landscape around the building. More formal gardens with beds and paths that make use of exotics and varietals as well as natives have been created within the basic forest configuration.

Each season presents its own beauties. Spring ephemeral flowers bloom before the trees leaf-out and many are apparent then. In the dry woods of the mountain one finds bloodroot, trillium, bellwort, and lady-slippers. In moist areas of the valley, one finds skunk cabbage, spring beauties, hepatica, and others. Ferns are wonderful native plants and survive transplanting well. Deer do not eat them. Late summer and autumn plants that bloom in the mountain (and some in the valley) include sunflowers, asters and goldenrods (they do not cause hay fever). See Appendix I for an extensive list of the flora occurring naturally in two areas on the mountain. Other such lists will be completed in the future. TNFW offers a booklet showing many of the beautiful flowering plants and shrubs.

CONCLUSION

The above considerations do not replace the Covenants and Restrictions but comply with the Covenants and the rules and regulations based on the Covenants. When respected, they would assuredly result in preservation of quality of this beautiful natural setting and enhancement of the enjoyment of all property owners in Wintergreen

APPENDIX I

Two Ecological Niches in Wintergreen: Higher Altitudes

In Progress

The Nature Preserve at Shamokin Springs Trail and Blue Ridge Drive
Relatively level, 3200', wet with dry margins, rich soil

Trees: American basswood, American beech, American chestnut, white oak, chestnut oak, red oak, yellow birch, black birch, hop hornbeam, sassafras, cucumber magnolia, tulip poplar, red maple, sugar maple, striped maple, white ash, black ash, black locust, hemlock, black cherry, black gum, shagbark hickory.

Understory: speckled alder, Allegheny Minnie-bush, mountain laurel, pinxter azalea, rose azalea, winterberry, white alderberry, maple-leaved viburnum, spicebush, common service berry, hawthorn, climbing bittersweet, witch-hazel, poison ivy vine, Virginia creeper.

Herbaceous:

Wildflowers: May apple, wild ginger, white wood anemone, early meadow rue, rue anemone, Allegheny crowsfoot, Canada Mayflower, rosy twisted stalk, trillium, bellwort, smooth rock cress, toothwort, sweet cicely, great or star chickweed, bishop's-cap, rock cress, wood betony, wild geranium, common cinquefoil, lettuce-leaf saxifrage, Canada violet, marsh violet, round-leaf violet, common blue violet, Jack-in-the-Pulpit, Solomon's Seal, speckled wood lily, Indian cucumber root, plume lily, golden ragwort, squaw-root, heart-leaf Alexander, meadow-parsnip, Bowman's root, panicled hawkweed, narrow-leaved houstonia, galium, cleavers, sweet bedstraw, tassel rue, honewort, green-headed coneflower, Joe Pye weed, black cohosh, fly poison, bunchflower, basil balm, filmy angelica, water hemlock, St. Johnswort, daisy fleabane, one-flowered concerroot, tall meadow rue, enchanter's nightshade, spotted jewelwood, knotweed, Lowrie's aster, Turk's cap lily, Eastern spotted coralroot, ragweed, beggar-tick, white snakeroot, lettuces, sharp-leaved goldenrod, beechdrops, arrow-leaved tearthumb, monkshood, tall bellflower, turtlehead, entire-leaved false foxglove, aven, Indian tobacco, great blue lobelia, lemon-balm, white wood aster, Curtis's goldenrod, purple-stemmed aster, calico aster, blue aster.

Vines: American bittersweet, Virginia creeper, carrion-flower, wild yamroot, hog peanut, poison ivy.

Ferns: lady fern, silvery glade fern, marginal wood fern, intermediate wood fern, Christmas fern, New York fern, broad beech fern, hay-scented fern, sensitive fern, interrupted fern, cinnamon fern, rattlesnake fern.

Grasses: At least 16 native grasses.

Sedges: At least 16 native sedges.

Mosses: At least 12 identified native mosses.

Split Rock Trail
North facing Shamokin Springs Gorge: 3000' Dry, canopied, meager soil

Trees: oak chestnut oak, black birch, red maple, white ash, sprouts of American chestnut, red oak, tulip poplar, white pine, black locust.

Understory: service berry, rhododendron, Minnie bush, blueberry, mountain laurel, striped maple, witch-hazel, pinxter azalea, rose azalea.

Herbaceous:

Wildflowers: pink lady-slipper, jack-in-the-pulpit, rattlesnake plantain, greenheaded coneflower, black-eyed Susan, daisy fleabane, 4 varieties of goldenrod, white wood aster, poverty aster, white snake root, Bowman's root, black cohosh, white snakeroot, wild ginger, sweet Cicely, Quaker lady or innocence, false foxglove, enchanter's nightshade.

Vines: Yamroot, Virginia creeper.

Ferns: Marginal wood fern, bracken ferns, sensitive fern, Christmas fern.

Sedges and grasses: Several native species.

Mosses: Several native species.

WPOA Tree Cutting Policy – "Maintenance of the Natural Environment" 2018 edition.

VIEWS: Wintergreen has many lots that have different real estate values by virtue of their location. Every property owner should be aware that, regardless of representations made to them, there are natural limitations to their view because of their site conditions and the surrounding lots, developed or undeveloped, on either side of them. The purpose of the set-backs mentioned above is to maintain a vegetal screen between houses if possible.

Naturally occurring views from some homes may be enhanced by limited and judicious pruning of trees and shrubs to create a "filtered view". Removing large trees for the specific purpose of creating views is prohibited, however, selective cutting within individual lots can be approved if certain conditions are met. These conditions include:

- Homeowners must apply in writing and pay the WPOA fees associated with this type of request
- Back Lines and Sidelines must be professionally located and identified by homeowner prior to meeting with a representative of WPOA
- A representative of WPOA will inspect the property, view sideline and back line locations and identify options available to Homeowner and/or contractor
- Every effort will be made to protect canopy with view pockets/windows established under the canopy
- To minimize fire fuel risk, any cuttings will be chipped or removed from the property
- Costs to conduct work is the responsibility of the homeowner

As a general rule, cutting in the open space is prohibited. Site specific exceptions for limited cutting may be granted by WPOA staff on a case by case basis. Open space selective cutting/pruning may be granted if:

- Property originally had an approved/authorized view and cutting is needed to maintain a similar view.
- Lot topography supports a view with minimal homeowner lot and open space cutting.

- Previously approved cutting in the open space now requires maintenance of view.

Failure to follow covenants and the tree cutting policy approved by the WPOA Board could result in punitive action on the part of WPOA against homeowners and contractors. Penalties imposed could include the financial penalties described below, litigation, restitution, and/or liens placed on a homeowner's individual property.

The financial penalties related to unauthorized tree cutting will depend on the extent of the unauthorized cutting and the size of the trees removed/affected by the cutting. Penalties will be levied based on the restitution cost, which is those costs to return the area to its precutting condition. Restitution for the removal of smaller trees will include all costs associated with having a professional tree company supply, install and nurture trees of similar size and variety. Restitution for removal or intentional damage to large mature trees will include all costs associated with having a professional tree company supply, install and nurture the largest trees available commercially. The cost of restitution could range from as little as $5,000 for very minor infractions to more than $50,000 for extensive cutting. Remember, unauthorized cutting in the open space is a willful act on the part of homeowners and/or contractors to enter property that they do not own for the purpose of removing valuable forest and doing damage to private property.

Definitions:

Backline – the boundary line between the owners parcel and the open space or other privately owned parcel directly behind it.

Sidelines – the boundary line along both sides of an owner's parcel between the owner's lot and the open space or other private property.

Selective cutting – cutting select limbs and trees making every effort to do minimal damage and remove a minimal amount.

Canopy – the part of the crown composed of leaves and small branches. Cleaning – selective pruning to remove dead, diseased and broken branches.

Crown – the portion of the tree that bears foliage. Host – tree that harbors unwanted insects or disease.

Mature trees – Trees that have reached at least 75% of their typical final height and spread.

Thinning Cut or Notch Cut– the removal of a branch at its origin.

Pruning - removing branches from a tree or other plant using approved practices, to achieve a specified objective.

Reduction pruning – pruning to reduce height or width on the entire tree or one section.

Structural Pruning – pruning that influences the orientation, spacing, growth rate, strength of attachment or ultimate size of branches and stems.

Suckers – stems arising from lower trunk or roots.

Target – people or property potentially affected by a tree failure.

Topping – pruning technique to reduce the height by cutting off large branches. Generally considered poor practice.

Vegetal – relating to plants

Filtered view – thinning of smaller branches allowing the ability to see through the tree, most often under the canopy

Guidelines for Fences and Landscape Structures

To maintain the open, rural, and uniquely beautiful natural environment of our community, the ARB, at the instruction of the WPOA Board, has implemented the following updated guidelines relevant to the construction of fences and landscape structures.

The Wintergreen Covenants and Restrictions require that all fences, walls or landscape structures must be approved by the ARB prior to construction. The application must show the design, location of both property lines and fenced area (staked out), materials and height of such structures. Among the factors which will be considered are whether the structure will create a boundary-like visual barrier between properties, detract from a neighbor's view shed, or that the proposed structure is simply not in keeping with the aesthetics of the community. Fences are generally discouraged except where required by building codes such as enclosing a swimming pool area.

Fences shall not be approved on properties fronting on or adjoining the golf course, both at Devils Knob and in Stoney Creek. In cases where animal containment is necessary, "invisible" buried fence systems are permitted. Installation of an underground invisible type fence must be installed outside the 30ft golf course maintenance easement and no closer than 15ft from the other property lines.

For a fence to be considered, it must meet the following:

- Fences are not permitted in the front yard
- Fence height shall not exceed 42 inches in height
- Fences must be located a minimum of fifteen (15) feet from property lines and not obstruct any existing easements (utility, ski maintenance easement, etc).
- All proposed fencing must be made of wood materials and be of a 3-board or split rail style. Any finish applied must also be approved by the ARB. Architecturally designed projects that include the use of stone materials may be considered.
- Use of a welded wire type material on the inside of a fence may be considered.
- Once constructed, all fencing and landscaping must be maintained in acceptable (to the WPOA) repair and appearance.
- All applications for fences must be accompanied by a complete landscape plan and the fence location must be staked out onsite before ARB review.

Wintergreen

88 Wintergreen Drive
Roseland, VA 22967-2162

Wintergreen Property Owners Association

Tel. 434 325 8530 Fax 434 325 1464

POLICY OF WINTERGREEN PROPERTY OWNERS ASSOCIATION INC.
AS TO WHEN FEES FOR RESALE CERTIFICATES ARE DUE

1. All fees due and payable in connection with the Resale Certificates requested by owners and their agents shall be due and payable at closing of the sale of the property in question, and if not previously paid, shall be invoiced to the owner within ninety (90) days of the request, and regardless of whether a sale occurs.

Wintergreen Property Owners Association Inc.

By: ____________________
Jay Roberts, Executive Director

Date: July 1, 2023

Wintergreen Property Owners Association, Inc.
Collection Policy
Concerning Assessments on Lots, Dwelling Units,
Public and Commercial Units

Pursuant to Article V of the Amended and re-stated Declaration of Covenants and Restrictions (amended covenants 2/16/2000) of the Wintergreen Property Owners Association, Inc.

1. Notices of annual assessments are to be mailed to property owners of record no later than December 1, the week after the November Annual Meeting of the Wintergreen Property Owners Association, Inc.

2. Annual assessments are due and payable by February 1 of the calendar year for which they are billed. A late penalty of fifteen percent (15%) will be added if the assessment is not paid on or before the past-due date specified in Section 3. Additionally, costs of collection as provided for in Article V- Covenants for Assessments will be charged.

The Annual and Special Assessments, together with such interest, at the judgment rate used by the Circuit Courts of Augusta and Nelson Counties; a late payment penalty of 15% and costs of collections therefore as hereinafter provided, shall be a charge and continuing lien on the real property and Section 1. Creation of the Lien and Personal Obligations of Assessments, Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

3. March 1 of each year, second notices with interest thereon are processed and mailed to owners with delinquent accounts.

4. A third notice is mailed to then-delinquent property owners on April 1 with interest thereon. Unpaid accounts are forwarded to the attorney of record for collection at a fee negotiated by Wintergreen Property Owners Association and the attorney, pursuant to Article V, Section 1, 9 & 10 of the Covenants. This fee is applied to the owner's account6 and is collected by the WPOA attorney, as part of the costs of Court. The attorney of record shall send a letter demanding payment within 30 days prior to instituting suit against a property owner for the delinquent account. Suits for delinquent annual assessments would be instituted in the General District Court of Nelson County or Augusta County, and, after ten days have elapsed from judgment without appeal, Abstracts of Judgment would be docketed as a lien against the property, in Nelson and/or Augusta Counties, Virginia, and, additionally, would be docketed in the landowner's home jurisdiction, if within Virginia. Interest will continue to accrue at the Virginia judgment rate until paid and satisfied, through the offices of the WPOA attorney. Upon payment, the attorney, would make release of the paid judgment lien among the land records of the aforesaid county (ies).

Adopted by the Wintergreen Property Owners Association, Inc., Board of Directors this the 13th day of October 2000, to become effective coincidental with the effective date of the revised WPOA Covenants, February 16, 2000.

____
President (Seal)

Attest:

____
Secretary/Treasurer

Signatures on file in the WPOA Business Office

IN APRIL, 1999, THE WPOA BOARD OF DIRECTORS ADOPTED THE FOLLOWING RULE AT THE REQUEST OF THE MOUNTAIN HOMESTEADERS:

"THE DISCHARGE OF A FIREARM OR AIRGUN AT WINTERGREEN WITHIN THOSE AREAS DEFINED AS RESIDENTIAL OR PUBLIC AND COMMERCIAL SHALL BE GENERALLY PROHIBITED. EXCEPTIONS CAN BE MADE FOR THE EMERGENCY DISPATCH OF VERMIN. IN THE EVENT OF SUCH EMERGENCY DISCHARGE, THE PERSON RESPONSIBLE SHALL NOTIFY THE GATEHOUSE IN ORDER FOR A REPORT TO BE FILED".

PLEASE NOT THAT THIS RESTRICTION APPLIES TO DEVELOPED AREAS AND SHOULD NOT BE CONFUSED WITH WPOA'S HUNTING PERMIT PROGRAM. HUNTING IS ALLOWED BY PERMIT OR WPOA OWNERSHIP ONLY. THE AREAS WHERE HUNTING IS AUTHORIZED IS NORTH OF SHAMOKIN GORGE ON CRAWFORD'S KNOB.

FEBRUARY 3, 2000

Helicopter Policy

The Wintergreen Property Owners Association maintains two formal landing zones for helicopter use. The mountain zone is a large paved pad located on Laurel Springs Drive. The Stoney Creek valley zone is next to the Fire and Rescue Station on Monocan Drive. Medical emergencies are the primary use of these landing zones. Additionally, utility work such as power line maintenance and gypsy moth spraying are coordinated from these sites. From time to time, government officials may commute to Wintergreen via helicopter and therefore use these landing zones.

Use of these zones by private helicopters is discouraged. The preferred landing zone for private helicopter operations is the grass field adjacent to the Farmers Market area in Stoney Creek. Overnight tie-downs in this field are permitted, however doing so is entirely at the helicopter owner's risk. Tie-downs at Laurel Springs can only be granted in the grassy area and again, entirely at the helicopter owner's risk.

Prior to granting permission for a private helicopter to land at Wintergreen, the Chief of Fire & Rescue, or his designee, must approve the landing using the following criteria:

- Verify that the pilot is a licensed commercial pilot with at least 1,000 hours of experience.
- Obtain the tail-number for the aircraft and verify that it is not licensed as experimental.
- Exchange emails with the pilot which include satellite photos of our zones, coordinates, hazards, visual cues, etc.
- Exchange cell phone contact information with the pilot and advise him/her to call with an estimated arrival time at liftoff.
- Visit the site days ahead of the scheduled landing as well as hours ahead of the landing to make sure it is free of hazards such as staged building supplies, equipment, etc.
- Notify the Wintergreen Fire & Rescue Shift Captain of the pending arrival.
- When possible, stage a fire engine at the landing zone for the arrival.
- Mountain landings when the ceiling is less than 4,200 feet are not permitted.

Questions can be directed to 434-325-8536

Motorcycle Policy

Motorcycle use on Wintergreen mountain and in some parts of Stoney Creek is restricted. Property owners with motorcycles having a properly-affixed WPOA vehicle decal may operate their motorcycles through the gate **to and from their residences *only*.**

All others–including guests of property owners, guests of the resort, and visitors–are not allowed to operate motorcycles on the mountain; they may park them at the entrance to the WPOA Community Office Building during their stay.

Everyone bringing a motorcycle to Wintergreen mountain is required to use the left entrance lane and check-in with the officer at the gate. Questions? Call WPOA at 434-325-8521.

Wintergreen

88 Wintergreen Drive
Wintergreen Resort, VA 22967-2162

Wintergreen Property Owners Association

Tel. 434 325 8530 Fax 434 325 1464
wpoa@aol.com

REAL ESTATE SIGNAGE REGULATIONS

No **"For Sale"** signs will be approved or permitted within the master plan boundaries.

"Open House" signs shall be permitted as follows:

1. One **"Open House"** sign complete with company logo, will be permitted at each open house.

2. Small (6"x 18") generic directional signs will be permitted to direct the public to **"Open House"** locations. No more than two per intersection will be allowed.

3. Both types of signs will be erected and removed the day of the **"Open House"**.

4. By definition, an **"Open House"** shall be conducted by a licensed real estate agent, or absent a listing or listing agreement, the owner of the property.

5. Violations of the above policy can result in the denial of approvals for offending agencies.

Wintergreen

88 Wintergreen Drive
Wintergreen Resort, VA 22967-2162

Wintergreen Property Owners Association

Tel. 434 325 8530   Fax 434 325 1464
wpoa@aol.com

July 1, 2020

Signage including Political Signs

Wintergreen Property Owners Association Inc. has a "no sign" restriction as stated in in the Deed Covenants and Restrictions, unless approved by the "Company", this includes but not limited to political signs.

Deed Covenants and Restrictions:

Part 1 Number 5:

"No signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, legal proceedings. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Residential property identification like signs not exceeding a combined total of more than one (1) square foot may be erected without the written permission of the Company"

Property Owner Notification

The article below clearly points out that Virginia's black bear population is on the increase. Nuisance behavior of the bears at Wintergreen became a serious issue over the Summer of 2007 Spring of 2008. This trained behavior, to visit open dumpsters, bird feeders, and garbage left in non-bear proof containers led to the removal and euthanization of several of our black bear during that period. In an effort to prevent training of bears in these types of bad behavior the Wintergreen Property Owners Association Board of Directors with the support and advise of the Virginia Department of Game and Inland Fisheries is hereby reminding everyone that bird feeding with seed feeders, suet feeders, or nectar feeders is considered to be intentionally feeding bears. Such actions are a violation of WPOA policy as well as Virginia Law (4VAC 15-40-282) and can result in you receiving a citation by area game wardens. To protect our bears from harm and to protect your property, please adhere to the following:

1) No bird feeding of any kind from **April 1st to December 1st**

2) No outside garbage unless it is stored in a bear proof container

We all want to share our part of the forest with our natural neighbors. Please help keep them and your property safe by exercising these simple measures.

WPOA Board and Staff

Va.'s black bear population rising

Statistics from Virginia Department of Game and Inland Fisheries says the state's black bear population is healthy and growing at over 7 percent a year.

The numbers show that the black bear population is widespread from Tidewater to the southern Piedmont to the West Virginia border and everywhere in between. Game department figures show that the population has grown by about 37 percent since 2001 and is now slightly higher than the level at which biologists want it stabilized.

The statics were used by some to make the case for increased black bear harvest seasons. In counties surrounding Richmond, a six week season will take effect this fall. (The Associated Press, Richmond Times Dispatch)

Be
Bear
Smart

Please turn OVER for important notice from the
DEPARTMENT OF GAME AND INLAND FISHERIES
To Wintergreen Resort Residents and Guests

COMMONWEALTH of VIRGINIA

L. Preston Bryant, Jr.
Secretary of Natural Resources

Department of Game and Inland Fisheries

Robert W. Duncan
Executive Director

IMPORTANT NOTICE ABOUT BLACK BEARS TO WINTERGREEN RESORT RESIDENTS AND GUESTS

Black bears are magnificent animals and commonly occur in the extensive forest surrounding and including Wintergreen Resort. Bears are occasionally observed by residents and visitors during spring and summer months, but unfortunately, the sighting have too often been associated with trash disposal sites and destruction of bird feeders or other property. Although black bears normally avoid direct confrontations with humans and human activities, they may be attracted to artificial food sources associated with humans such as household trash, bird feeders, grills, pet food or even the aromas emanating from a home kitchen. Attraction of bears to these artificial food sources may lead to property damage and human safety conflicts. Reports of significant bear-related damages to residences and other negative interactions have increased substantially, unfortunately, necessitating the removal of several bears from Wintergreen by state officials.

Wintergreen officials have worked closely with the Department of Game and Inland Fisheries to develop and disseminate literature and videos designed to inform residents and guests about the bears and methods to avoid human/bear conflicts, i.e. removal of potential food attractants. Trash disposal facilities have been modified to minimize accessibility to bears. Additional measures will included the placement of informational signs at prominent locations throughout the resort, plus continued efforts to disseminate information via brochures, newsletters, and the resort's closed circuit television channel. Because bird feeders are perhaps the most abundant and widespread artificial attraction for bears within the resort, a major emphasis is planned to discourage the use of bird feeders between the months of April through December. Bird feeders usually do not present a conflict during other times of the year because preferred natural foods are abundant during late summer and fall, and most bears spend the winter months in dens. For additional information about black bears in Virginia you may refer to:

http://huntfishva.org/wildlife/bear/

- PLEASE DO NOT USE BIRD FEEDERS FROM APRIL 1 – DECEMBER 1

- BIRD FEEDERS AND OTHER ARTIFICAL FOOD SOURCES MAY BE DEEMED UNLAWFUL IF THEIR PLACEMENT ATTRACTS USE BY BEARS

4010 WEST BROAD STREET, P.O. BOX 11104, RICHMOND, VA 23230-1104
(804) 367-1000 (V/TDD) *Equal Opportunity Employment, Programs and Facilities* FAX (804) 367-0405

Effective January 1, 2023

Resolution August 5, 2022

Whereas, The Wintergreen Community continues to grow, and the increased use of residential property for rental purposes requires the Wintergreen Property Owner's Association ("WPOA") Board to act in the best interests of all owners to protect and maintain the natural beauty and the relaxed atmosphere that makes Wintergreen a great place to live and visit;

Whereas, Property within Wintergreen is subject to Declaration of Rights, Restrictions, Affirmative Obligations and Conditions applicable to all property, Single Family and Multifamily properties on the mountain, and Single Family properties located within Stoney Creek and Rodes Farm ("the Covenants and Restrictions");

Whereas, Article IV of the Covenants and Restrictions allow WPOA "to establish rules and regulations" and "suspend the rights and easements of enjoyment of any member or tenant or guest of any member, for any period during which the Payment of any assessment against property owned by such member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations";

Whereas, Article VII of the Amended and Restated By Laws of WPOA gives powers and duties to the board to "adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents and establish and enforce penalties for the infraction thereof";

Whereas, pursuant to the Virginia Code 55.1-1819 of the Property Owners Association Act, the Board of Directors is authorized to adopt rules and regulations with regard to areas of its responsibility;

Wherefore, the Board of Directors adopts the following rules and regulation pertaining to all properties within Wintergreen:

1. All owners must notify WPOA if their property is used for rental purposes, and such owners must promptly notify WPOA of any change in use of their property.
2. All owners who rent their property as a short-term rental (less than 30 days) must comply with local ordinances, including but not limited to holding applicable business licenses, filing the required business tax returns, paying Transient Occupancy Taxes, and any other requirements of the local governing body.
3. All owners must inform all renters and guests, both in writing and onsite at their Wintergreen property, of all Wintergreen Community Rules published by WPOA, as available on the WPOA website.
4. All owners must provide WPOA with contact information (to include a phone number, email address, physical address, and mailing address) for either themselves or another party designated to handle property complaints, and through which contact information they are available 24 hours per day, seven days per week.

WPOA
Wintergreen Property Owners Association

Go to wtgpoa.org to find:

• What's going on now at Wintergreen

• How to find the fun hiking trails

• Where and when to go swimming

• A list of area restaurants

• How to be "Bear Smart"

• Maps

• Where to take your trash and recycling

• What happens when it snows

• News

• Phone numbers

…and much more.
Just use the search box on wtgpoa.org/hello

WINTERGREEN VA. FIRE RESCUE

WINTERGREEN VA POLICE

Emergency?
Dial 911 & say
"I'm at Wintergreen"

Welcome to Wintergreen

The area's natural beauty with the relaxed, quiet atmosphere of our residential areas makes Wintergreen a great place to visit.

Some insights into our community's standards:

• Drivers of all vehicles operating or parking here must do so in compliance with applicable Virginia laws which are enforced by Wintergreen Police.

• Wintergreen's roads are busy with not only all types of traffic, but also walkers, bikers, and wildlife. Drivers should adhere to the community-wide speed limit of 25 mph and be on alert.

• Open burning is prohibited within Wintergreen, but some recreational fires are allowed following strict guidelines.

• Parking in some areas here is sometimes not easy. Those parking on the side of our roads should make certain they do not impede normal traffic, emergency vehicles or equipment, snow removal, driveways, cart paths, walking paths, or hiking trails.

• Respecting the neighbors includes keeping your Wintergreen property neat and tidy. Because of our bears, trash must be secured.

• Pets must be secured by leash or lead, or under the control of a responsible person and obedient to that person's commands. Pet waste must be picked up and disposed of properly.

• It gets dark here at night and this is an appealing aspect of Wintergreen for many. Exterior spotlights and floodlights should not be left on for extended periods.

• Using the resort's golf cart paths for walking, cycling, or other not-golf uses is prohibited when the courses are open for play.

• Fishing within the community ponds and streams requires a WPOA fishing pass which must be clearly displayed while fishing. Fishing is catch-and-release unless approved by WPOA. Read and follow the posted rules.

• Wintergreen is a resort community but the homes and condos here are private property. Respect the owners' privacy and do not trespass.

Everyone at Wintergreen is asked to recognize and appreciate the community's natural beauty and its relaxed, quiet atmosphere. Enjoy your time at Wintergreen without compromising the enjoyment of others.

For details on all of these points, visit wtgpoa.org

This is not meant to be seen as a set of community rules. It's an attempt to offer a friendly list of some common issues and point to some of the community's shared values. Thank you and, again, welcome.

Wintergreen Property Owners Association

Observing Board Meetings

WPOA welcomes owners who wish to attend and observe both regular and special meetings of the WPOA Board.

The WPOA Bylaws state: *"All meetings of the Board of Directors shall be open to Members as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents. Any final action taken by the Board in executive session shall be recorded in the minutes."*

To help ensure the meetings remain on task and productive for the benefit of all owners, WPOA has enacted policies for attendance. These policies are consistent with the VA Nonstock Corporation Act.

- To facilitate a better understanding of the meeting topics and the meeting schedule, a copy of the meeting agenda and relevant documents will be made available for inspection.
- The meeting agenda will include a period where owners in attendance can ask questions, share concerns, and/or request the Board consider addressing the topic at a future meeting.
- During a meeting at which the agenda is limited to specific topics or at a special meeting, the board of directors may limit the comments of members to the topics listed on the meeting agenda.
- The Board may enact a policy providing for virtual meetings.
- Any individual who disrupts the meeting may be asked to leave the meeting. In the event that the disruptive individual is attending the meeting virtually, the Board may mute him or her.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
ROSELAND, VA

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION

YEARS ENDED DECEMBER 31, 2024 AND 2023

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
ROSELAND, VA

CONTENTS

MONFALCONE & GARRIS
ACCOUNTANTS & CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Wintergreen Property Owners Association, Inc.
Roseland, Virginia

Opinion

We have audited the accompanying financial statements of Wintergreen Property Owners Association, Inc. (the Association), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of revenues, expenses, and changes in fund balances and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Association as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Association and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibility for the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Disclosure of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States of America requires that the Supplementary Information on Future Major Repairs and Replacements on pages 16-17 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statement, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statement, and other knowledge we obtained during our audit of the basic financial statement. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

May 29, 2025

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash	$ 6,410,713	$ 5,635,747
Accounts receivable, assessments	31,626	125,953
Accounts receivable, other	368,402	242,891
Prepaid expenses	15,819	-
Total Current Assets	6,826,560	6,004,591
LAND, BUILDINGS AND EQUIPMENT		
Land and improvements	5,267,231	4,929,211
Buildings and improvements	3,974,460	3,974,460
Vehicles	3,275,004	3,302,834
Equipment	1,419,233	1,169,059
Furniture and fixtures	72,192	72,192
Total	14,008,120	13,447,756
Less: Accumulated Depreciation	7,957,958	7,326,171
Net Land, Buildings and Equipment	6,050,162	6,121,585
OTHER ASSETS		
Accounts receivable, assessments (net of allowance for doubtful assessments of $39,455 for 2024 and $44,183 for 2023)	18,731	43,109
Total Other Assets	18,731	43,109
TOTAL ASSETS	$ 12,895,453	$ 12,169,285

See Independent Auditors' Report and Accompanying Notes.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

LIABILITIES AND FUND BALANCE

	2024	2023
CURRENT LIABILITIES		
Notes payable within one year	$ 96,801	$ 71,273
Accounts payable	-	192,665
Accrued expenses	50,790	55,854
Assessments received in advance	2,172,383	1,835,019
Total Current Liabilities	2,319,974	2,154,811
LONG-TERM LIABILITIES		
Notes payable after one year	272,741	251,065
Total Long-Term Liabilities	272,741	251,065
Total Liabilities	2,592,715	2,405,876
FUND BALANCE		
Replacement	1,043,995	871,677
Operations	9,258,743	8,891,732
Total Fund Balance	10,302,738	9,763,409
TOTAL LIABILITIES AND FUND BALANCE	$ 12,895,453	$ 12,169,285

See Independent Auditors' Report and Accompanying Notes.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCES
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
REVENUES		
Owner assessments	$ 7,675,317	$ 7,333,841
Investment earnings	214,840	95,741
Miscellaneous income	223,294	250,352
Nelson County income	1,517,347	1,206,179
Architectual review board income	13,001	14,871
Tuckahoe income	4,830	4,547
Gain on sale of assets	74,075	91,311
Total Revenues	9,722,704	8,996,842
EXPENSES		
Road maintenance	404,462	998,379
Common property maintenance	226,052	294,851
Maintenance department	1,366,179	1,334,836
Police department	1,424,910	1,340,865
Fire department and rescue squad	1,875,275	1,988,404
Emergency service buildings	52,237	62,999
General and administrative	1,355,591	1,165,940
Architectural review board expenses	69,247	78,540
Amortization and depreciation	892,180	924,594
Nelson County expenses	1,517,242	1,206,179
Total Expenses	9,183,375	9,395,587
NET OF REVENUES OVER EXPENSES	539,329	(398,745)
BEGINNING FUND BALANCE	9,763,409	10,162,154
ENDING FUND BALANCE	$ 10,302,738	$ 9,763,409

See Independent Auditors' Report and Accompanying Notes.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in fund balances	$ 539,329	$ (398,745)
Adjustments to reconcile change in fund balance over expenses to net cash provided by operating activities:		
Depreciation	892,180	924,830
Gain on assets sold	(74,075)	(91,311)
Abandonment loss	-	602
(Increase) Decrease in assets:		
Member assessments receivable	(31,185)	62,918
Other receivables	24,379	(9,640)
Prepaid expenses	(15,819)	5,472
Increase (Decrease) in liabilities:		
Accrued expenses	(197,730)	99,007
Assessments received in advance	337,364	(469,428)
Total Adjustments	935,114	522,449
Net Cash Provided By Operating Activities	1,474,443	123,705
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(698,103)	(393,307)
Proceeds from sale of land, building and equipment	74,075	91,310
Net Cash Used In Investing Activities	(624,028)	(301,997)
CASH FLOWS FROM FINANCING ACTIVITIES		
Curtailment of notes payable	(75,449)	(152,100)
Net Cash Used In Financing Activities	$ (75,449)	$ (152,100)
NET INCREASE (DECREASE) IN CASH	$ 774,966	$ (330,392)
CASH AT BEGINNING OF YEAR	5,635,747	5,966,139
CASH AT END OF YEAR	$ 6,410,713	$ 5,635,747

See Independent Auditors' Report and Accompanying Notes.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
SUPPLEMENTAL CASH FLOW DATA		
Interest paid	$ 22,388	$ 15,538
SUPPLEMENTAL SCHEDULES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Purchase of vehicle	$ (122,653)	$ (255,261)
Loan proceeds	122,653	255,261

See Independent Auditors' Report and Accompanying Notes.

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS

NATURE OF ACTIVITIES

Wintergreen Property Owners Association, Inc (Association) was formed in September 1973 as a not-for-profit corporation for purposes of maintaining common properties and providing services to the residential community located in Nelson and Augusta counties, Virginia, known as Wintergreen. The affairs of the Association are managed by the Executive Director and board members who adopt and publish rules and regulations governing the use of common areas and facilities, and other properties and services under the control of the Association. The Association extends credit to its members, many of whom are residents of Virginia and the surrounding states.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Income Taxes
Homeowners' associations may be taxed either as homeowners' association under Section 528 or as regular corporation under Section 277. The election is made annually. As a regular corporation, the Association is taxed at regular federal and state rates. At this time, the Association is taxed as a homeowners' association. Exempt function income, which consists primarily of member assessments, is not taxable. In 2024 and 2023, the Association elected to be taxed as a homeowner's association and file an 1120-H.

The provision for income taxes for each of the years presented is determined in accordance with FASB ASC 740, *Income Taxes*, which requires the recognition of deferred income taxes for differences between the basis of assets and liabilities for financial statements and income tax purposes. Deferred tax assets and liabilities represent the future tax consequences for those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Member Assessments - Accounts Receivable
Association members are subject to an annual assessment to provide funds for the Association's operating expenses and future major repairs and replacements. The Association's policy is to retain legal counsel to help in the collection of unit owners whose assessments are delinquent. Receivables are considered delinquent when amounts have not been received within 30 days of their due dates. Late payment fees are assessed on delinquent accounts. Receivables are written off when all collection efforts have been exhausted.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-Continued

Fund Accounting

The Association's governing documents provide certain guidelines for governing its financial activities. To ensure observance of limitations and restrictions on the use of financial resources, the Association maintains its accounts using fund accounting. Financial resources are classified for accounting and reporting purposes in the following funds established according to their nature and purpose:

Operations Fund - This fund is used to account for financial resources available for the general operations of the Association.

Replacement Fund - This fund is used to accumulate financial resources designated for future major repairs and replacements.

Land, Buildings and Equipment

The Association capitalizes all property and equipment to which it has title or other evidence of ownership. According to the Association's governing documents, sixty percent (60%) of the votes cast must approve acquisitions and seventy-five percent (75%) must approve disposition of any common real property. Property and equipment acquired by the Association are recorded at cost and property contributed to the Association by the developer is recorded at its estimated fair market at the date of contribution.

By deed dated December 29, 1993, Wintergreen Development, Inc. conveyed 4,628 acres of open space to the Association. The land is recorded at the 1993 assessed value for 3,950 acres of this open space; which was valued at $1,580,330 by the Nelson County tax assessor's office. The value of the remaining acreage has not been determined. The current land assessment is $9,730,000.

On April 3, 2009, the Association purchased the Stoney Creek entranceway lot for $711,943. The land was purchased at the appraised value. On November 16, 2016, the Wintergreen Nature Foundation deeded a lot valued at $51,600 and has been deemed open space for the community.

Depreciation

Capitalized common property is depreciated over its estimated useful life using the straight-line and double declining balance methods of depreciation. Depreciation expense for 2024 and 2023 was $892,180 and $924,594, respectively. The depreciation expense is charged to general and administrative expense each year.

INSURED CASH BALANCES

The Association maintains its operating cash balances in one financial institution. In 2022, two new sweep accounts were created to add more FDIC insurance coverage. The U.S. Federal Deposit Insurance Corporation insures up to $250,000 per institution. Uninsured balances are approximately $2,022,389 and $1,838,199 at December 31, 2024 and 2023, respectively.

FUTURE MAJOR REPAIRS AND REPLACEMENTS

The Association's governing documents require funds to be accumulated for future major repairs and replacements. Accumulated funds are held in separate accounts and are generally not available for operating purposes. The funding is based on input by licensed contractors and staff to estimate the remaining useful lives and the replacement costs of the major common property components.

The Association is funding major repairs and replacements over the estimated useful lives of the components based on the study's estimates of current replacement costs, considering amounts previously accumulated in the replacement fund. Actual expenditures, however, may vary from the estimated amounts and the variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet future needs. If additional funds are needed, however, the Association has the right, subject to member approval, to increase regular assessments or levy special assessments, or it may delay major repairs and replacements until funds are available.

CASH RESERVES

The board of directors has designated certain funds be accumulated for future road replacements and other capital reserves. The road reserve is the only figure associated with the official reserve study. The other reserve accounts have been deemed necessary by the board and set aside for future use. This designated cash account is included in the cash account as shown on the balance sheets. Details are as follows:

	2024	2023
Designated for Roads		
Beginning balance	$ 871,677	$ 902,476
Transfers to this account	160,000	160,000
Released for usage	-	(201,749)
Interest earned	12,318	10,950
Ending balance	1,043,995	871,677
Snow/storm reserve	227,911	215,374
Public Safety	947,703	1,021,947
Capital equipment reserve	786,783	704,406
MM Operating	1,487,182	998,799
MM Settlement & Restoration	1,057,296	1,296,169
Operating	859,843	527,374
Total Cash	$ 6,410,713	$ 5,635,747

ACCOUNTS RECEIVABLE

Owner Assessments

The Association's policy is to pursue collection procedures including the placement of liens in homeowner properties for delinquent assessments. As of December 31, 2024, the Association has assessments outstanding from 2022 dues and subsequent years' assessments of $87,292. For 2024, the board of directors and management created an allowance for all delinquent assessments in excess of sixty months. This allowance for doubtful assessments amounted to $39,455 at December 31, 2024. The uncollected 2024 dues of $31,626 are classified as current and the net uncollected dues from all prior years of $58,186 are classified as an other non-current asset.

Other Receivables

Receivables from other sources (amenity fees and miscellaneous) totaled $337,794 and $242,891 at December 31, 2024 and 2023.

ASSESSMENTS RECEIVED IN ADVANCE

$2,172,383 was received during 2024 as payments on billings for dues assessed for 2025. $1,835,019 was received during 2023 as payments on billings for the 2024 dues assessment.

NELSON COUNTY EMERGENCY MEDICAL SERVICES

The Association entered into an agreement on April 20, 2007, between the County of Nelson and several other local volunteer service providers to combine potential staff and resources. The Association will provide administrative services and will receive a monthly reimbursement.

EMPLOYEE BENEFIT PLANS

Effective January 1, 2007, the Association adopted a 401k Safe Harbor plan. The Association contribution 6% in 2024 and 5% in 2023 of eligible employees' salaries. Contributions to the plan totaled $244,377 and $233,123 in 2024 and 2023, respectively.

SUBSEQUENT EVENTS

Management has evaluated events and transactions for potential recognition or disclosure through May 29, 2025, which is the date the financial statements were available to be issued.

RELATED PARTIES

Certain appointed members of the Association's Board of Directors are also officers and directors of Wintergreen Pacific, LLC. Membership dues, assessments and contributions from related parties consisted of the following:

	2024	2023
Wintergreen Pacific, LLC - Amenity fee	$ 333,120	$ 321,069
Wintergreen Pacific, LLC - Commercial assessments	433,236	412,696

Other related parties include the Wintergreen Nature Foundation, the Wintergreen Volunteer Fire Departent, the Wintergreen Volunteer Rescue Squad and the Wintergreen Performing Arts, Inc. Certain officers of the Association's Board of Directors are also officers or board members for these organizations. The Association provides direct financial support and administrative control of the daily operations of the Fire Department and the Rescue Squad. The Board of Directors for the Wintergreen Volunteer Fire Department and the Wintergreen Volunteer Rescue squad are charged with the oversight responsibility for fire and rescue operations and capital fund raising activities. The Association does not provide any direct financial support for the Wintergreen Nature Foundation or the Wintergreen Performing Arts, Inc.

DUE TO WINTERGREEN VOLUNTEER RESCUE SQUAD

The expansion of Station II was initiated in 2014 and completed in 2015. The expansion project represents a joint effort and supports the operations of both the Wintergreen Volunteer Rescue Squad and Fire Department. To help finance the expansion, the Rescue Squad borrowed $250,000 from Nelson County. The Fire Department also contributed funds towards this project, along with WPOA.

According to the WPOA covenants, the Rescue Squad and Fire Department cannot own the land and buildings. The Station II expansion was carried onto the balance sheet of WPOA as an account called Due To Wintergreen Volunteer Rescue Squad. The annual WPOA donations to the Rescue Squad has eliminated this obligation during 2023.

NOTES PAYABLE
Long-Term Debt

	2024	2023
Note payable to Atlantic Union Bank, secured by one vehicle. This note requires monthly payments of $1,278, which are applied first to interest at 7.25% and then to principal.	39,808	51,908
Note payable to Atlantic Union, secured by one vehicle. This note requires monthly payments of $1,159, which are applied first to interest at 4.0% and then to principal.	33,924	46,218
Note payable to GM Financial, secured by one vehicle. This note requires monthly payments of $1,018, which are applied first to interest at 3.9% and then to principal.	36,321	46,899
Note payable to GM Financial, secured by one vehicle. This note requires monthly payments of $1,265, which are applied first to interest at 5.9% and then to principal.	45,768	57,585
Note payable to GM Financial, secured by one vehicle. This note requires monthly payments of $1,265, which are applied first to interest at 5.9% and then to principal.	45,768	57,585
Note payable to GM Financial, secured by one vehicle. This note requires monthly payments of $1,335, which are applied first to interest at 5.9% and then to principal.	49,447	62,143
Note payable to Atlantic Union, secured by one vehicle. This note requires monthly payments of $1,216, which are applied first to interest at 6.95% and then to principal.	58,753	-
Note payable to Atlantic Union, secured by one vehicle. This note requires monthly payments of $1,216, which are applied first to interest at 6.95% and then to principal.	58,753	-
Total	368,542	322,338
Less amounts included in current maturities	96,801	71,273
Total Long-Term Debt	$ 271,741	$ 251,065

NOTES PAYABLE
Long-Term Debt - Continued

Maturities of long-term debt during each of the next five years are as follows:

2025	$ 96,801
2026	102,664
2027	103,028
2028	45,286
2029	20,763
	$ 368,542

ACP SETTLEMENT/RESTORATION 11-A-2B

The settlement created a deferred tax gain of $2,218,076. The gain is calculated on the gross proceeds minus the remaining cost basis on land, land improvements and buildings on or in proximity to Pacel 11-A-2B. Transactions to use the remaining funds must be completed by December 31, 2022, based on the extention of time request made to the Internal Revenue Service. Funds must meet the requirements for qualified replacement property under the Involuntary Conversion relief provisions of Section 1033 of the Interenal Revenue Service code. Otherwise, there will be a potential income tax based on the deferred tax gain of $576,500. No deferred tax benefit is recorded at this time because the anticipated result is no tax is expected to be paid at the end of the replacement period and the possibility of the location for replacements is high. This calculation assumes a federal tax rate of 21% and state rate of 5%. The statute of limitations will remain open for three years after WPOA informs the Internal Revenue Service of its replacement or nonreplacement of property. WPOA has set aside a cash reserve fund to cover any future tax implications should replacement property not be found and the tax is required to be paid.

SUPPLEMENTARY INFORMATION

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC.
SUPPLEMENTARY INFORMATION ON
FUTURE MAJOR REPAIRS AND REPLACEMENTS (UNAUDITED)

On January 31, 1997, the Board of Directors adopted a long-range plan which revises the Association's reserve for replacement costs policy. Beginning in 1997, The Association shall maintain reserve accounts for roadways. The long-range plan was developed from a study conducted by the Association's board of directors in 1996 to estimate the remaining useful lives and the replacement costs of the components of common property. Replacement costs were based on the estimated costs to repair or replace the common property components at the date of the study. Estimated current replacement costs are reviewed annually. As of 2024 and 2023, the annual replacement cost was revised to be $160,000.

The following information is based on the long-range plan and presents significant information about the components of common property.

Component	Estimated Remaining Useful Life (Years)	Estimated Current Replacement Cost Per Year	Designated 2024
Roadways	8-10	$160,000	$1,043,995

WINTERGREEN PROPERTY OWNERS ASSOCIATION, INC. OPERATING BUDGET 2024-2026

INCOME *BOOKED	2024 ACTUALS	2025 BUDGET	2026 APPROVED
Assessments Billed *	7,333,072	7,673,261	8,057,302
WP LLC Inc. Amenity Fee 1%	333,119	225,000	286,700
HOA Resale Pkt, *Interest, Late Pmts, Other Dev Fee *Interest income of $152K was reinvested to Reserves	328,805	144,863	230,577
Cell Tower Leases	142,446	120,000	140,000
Reim from Reserve Accounts			
TOTAL INCOME	**8,137,442**	**8,163,124**	**8,714,579**
OUTLAYS			
Police Includes Capital	1,590,334	1,621,596	1,685,288
Fixed-Taxes- Facilities Repair/Replace	434,942	360,500	409,000
General & Administrative	748,988	748,771	763,631
Architectural Review Board	69,247	100,062	102,431
Road Maintenance	2,209,847	2,359,393	2,491,453
Public Areas- Pools: Rodes Farm & Chestnut Springs	277,845	237,297	238,795
Safety Bldgs. Mt. Station I & Valley Station II	52,237	61,268	62,393
Fire Dept. Operations Contribution	50,000	50,000	50,000
Fire & Rescue Personnel	1,878,075	2,399,139	2,766,523
Rescue Dept. Operations Contribution	50,000	50,000	50,000
TOTAL OUTLAYS	**7,361,515**	**7,988,026**	**8,619,514**
CONTINGENCY			
Capital & Equipment	40,000	40,000	0
Gypsy Moth/Management/Trails/Carbon Credits	20,000	20,000	0
Contingency for Trails Paving/Park Expense	20,000	20,000	0
Snow & Storm Funded All Interest Reinvested	170,929		
Exit Expenses	65,611		
24/72 funding 2025- F&R 1St Year	268,609		
Wintergreen Drive & Asphalt Roads	160,000	95,000	95,000
TOTAL CONTINGENCY & RESERVES	**745,149**	**175,000**	**95,000**
TOTAL OUTLAYS & RESERVE FUNDING	**8,106,664**	**8,163,026**	**8,714,514**
NET FOR YEAR	**30,778**	**98**	**65**

ASSESSMENT INCREASE OF $109 BASED ON IMPROVED RATE 5% ($9.08 INCREASED PER MONTH). NEW 2026 IMPROVED $2279.00

Client#: 566740 44WINTEPRO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/06/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a MMA LLC Company 1010 Ednam Center Ste 300 Charlottesville, VA 22903 434 979-7064	CONTACT NAME: Linda F. Thornhill CIC CPIW PHONE (A/C, No, Ext): 434 979-7064 FAX (A/C, No): 888-746-8791 E-MAIL ADDRESS: LThornhill@mcgriff.com
INSURED Wintergreen Property Owners Assoc. Inc 88 Wintergreen Drive ROSELAND, VA 22967-2162	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B : American Zurich Insurance Company	40142
INSURER C : Indian Harbor Insurance Company	36940
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			EPP0366850	01/01/2026	01/01/2027	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			EPP0366850	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			EPP0366850	01/01/2026	01/01/2027	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6ZZUBA377205025	01/01/2026	01/01/2027	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Police Professional Liability			PPL095713502	12/05/2025	12/05/2026	Each Claim 3,000,000 Aggregate 3,000,000 Deductible 5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The umbrella/excess liability coverage extends over the general liability, auto liability and workers compensation/employers liability coverages

CERTIFICATE HOLDER	CANCELLATION
Wintergreen Property Owners Association Inc. 88 Wintergreen Drive Roseland, VA 22967-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Linda Faye Thornhill

Wintergreen Property Owners Association Inc.
Board of Directors Meeting
April 17, 2026 – 10:30 AM Community Offices Building
MINUTES

Present:
Houston Sorenson-President
Robin Pullen-Vice President/Secretary
Zach Marlowe
Jay Gamble
Robin Ott

Telecommuting:
Bill Martin -Treasurer
Matt Stegman

Absent:
Bill Gatewood
Mark Fischer

WPOA Staff:
Jay Roberts – Executive Director
Theresa Harris – Director of Finance & HR

Observing
L. Allen Bennett
Charles Batchelor

Call to Order: 10:30 AM

Introduction and Opening Remarks – President Houston Sorenson

Review of Agenda and Additions – President Houston Sorenson

Mr. Sorenson thanked Mr. Bennett – past President for attending and his loyal support over the years.

He also thanked Mr. Batchelor for the article on Crawford Place in the last WPOA newsletter.

There were no additions to the agenda.

Review and Approve Minutes, Annual and Board meetings – February 20, 2026

Bill Martin moved to accept February 20, 2026, Minutes

Second: Zach Marlowe

Carried

There was unanimous agreement to accept the minutes as recorded

Treasurer Bill Martin April 17, 2026,

Budgeted Income and Expenses of Note

<u>Our annual income forecast for 2026 is $8,714,579</u>

Income in all categories met or exceeded budget

* Assessments booked were $8,086,848. vs. budget $8,057,302.

* The 1st QTR Amenity fee was **$194,435.** vs. Annual Budget $286,700.

* Other income, (Disclosure Packets, late fees, PO Boxes, Interest income) are on budget.

Cell Tower $37,144. vs. Budget $33,000.

We renewed 4 CDs at a rate of 3.5% in February

<u>Our annual expense forecast for 2026 is $8,714,514</u>

* Police Department was on forecast for the first quarter.

Annual Budget is $1,685,288

* Fire & Rescue expenses through March 31 were $723,731.

This includes checks for $50K for Fire Operations and $50K for Rescue Operations.

Annual Budget is $2,866,523

* Road Reserve funded for $95,000- Budgeted amount for 2026

* Road maintenance is approximately 30% of the annual budget. Annual Budget is $2,486,454

Costs of $106,144 through March for **snow removal** with an Annual Budget is $131,600 for the Mountain.

Valley costs through March for **snow removal** $42,000 with an annual budget of $70,000.

Without additional storm damage or early snow, we could stay within budget.

* General and administration on forecast. Annual Budget is $763,631.

The 2026 Annual Assessment collections are ongoing. There is no significant increase in the number of unpaid assessments compared to previous years.

Strategic Initiative Reports and Discussion – Houston Sorenson

Potential Pool Projects – Robin Pullen (SC) & Robin Ott (MT)

Robin Pullen updated the board on Chestnut Springs from her prior time on the Committee.

In the future - 2027-2028, the bathhouse/pump room facility needs to be updated. It is possible it may need to be torn down and rebuilt.

Robin Pullen updated the board on Rodes Farm.

Rodes Farm Pool is leaking, and the infrastructure is 45 years old. 8" of water was lost last week while circulating. The new development, Crawfords Place, will put more pressure on the facility. The bathhouse was remodeled in early 2025 and is a great improvement. Robin suggested remodeling this pool as soon as possible. Realistically to get on a schedule for 2027 with the total deep end depth changing from 8' to 5'6". The 5'6" depth does not require a life guard to be on duty just a pool attendant and also allows us to increase the size of the pool. Pool vendor is still willing to work with WPOA. Cost is estimated at $500K. Board will vote on the expense in June.

New Owner Orientations – Jay Roberts

Jay will evaluate and continue the new owner orientations for now. It has been suggested that the 3rd event be held at Tuckahoe Clubhouse. The date of May 16, 2026, was picked. Several board members are planning on attending (Martin/Ott/Pullen) The presentation will be in a similar format as the first two, with some additional adjustments to the information and length. July 4th weekend will be a good time to schedule the next one on the Mountain, possibly coordinating with Wintergreen Resorts walk through.

Insurance/Risk Management – Jay Roberts/Houston Sorenson

We met with our Employee Benefit broker and discussed trends, and new benefits/pricing will begin on July 1, 2026, open enrollment. More to come as this process progresses. The marketplace currently is very volatile.

Firewise 2026 – Houston Sorenson

The plan has been completed and is being reviewed before it will be published in the Architectural Review Board literature and on the WPOA web site, where it will "live".

Individual property inspections have been offered to community members and are encouraged. Owners can contact Chief Sheets or Assistant Chief Riddle at either Fire Station to schedule an inspection.

N**OMINATING Committee** – **Houston Sorenson**

Mr. Sorenson appointed Bill Gatewod as Chair and himself as Assistant.

There are three openings on the board in November 2026.

The Annual Election is November 7, 2026.

Applications for board candidates will be on the WPOA web site May 1, 2026, with a deadline of August 7th at 4PM for consideration.

RESORT UPDATE- Zach Marlowe

The 2025-26 season started early in December with 42" of snowfall for the season, making it a great season. Possibly one of the top 3 on record. The early snow really helped business as the weather in March turned conditions downhill quickly. Even the Monday one day blizzard could not help resort ski conditions recover.

The biggest challenge for the resort during the winter was weekend crowding and parking. Guests in condos were encouraged to use the shuttle and schedule apps. This will be a continuing effort next winter.

Spring business has been good, and Summer is shaping up to be busy. Devils Knob Golf opens tomorrow, 4/18/2026. Water lines are now buried in places that once were visible and began leaking.

Stoney Creek tennis is opening tomorrow also, with a lot of clay work that done by in house maintenance.

The capital improvements list will be published in a few weeks. It looks good. Devils Knob parking lots will see improvements to name one project.

Executive Director's Report- Jay Roberts

- The Renaissance Ridge project is now **Crawfords Place.** Subdivision layout is provided to the board and recently shared with owners via Wintergreen Bulletin Board and WPOA newsletter. No significant changes. New home construction scheduled to begin this Fall. Homes ready to move in - early 2027.
- No significant issues encountered thus far with Crawfords Place construction. We have a line of communication with developers and onsite contractors to quickly address problems.
- Exit building is now 99% complete. Final grading underway. This building will include most recent Firewise standards we are asking homeowners to adopt.
- We continue to work with EA and the National Park Service on the final draft of the Environmental Assessment for the parkway exit. Newest requirement includes additional analysis and engineering on alternative routes using fire road to Old Stoney Creek. Legislative efforts have ground to a halt in Washington, DC. The Exit passed in the House but has not even made the agenda for the Senate.
- WPOA's recent newsletter included details on Crawfords Place. Approximately 468 newsletter recipients clicked on links to learn about Crawfords Place and 145 had additional interest in learning about workforce housing. Newsletters continue to focus on golf course walking and pets. These are always hot topics.
- Hot and dry conditions have created high fire risk levels. Wintergreen Fire is communicating using the Alert system to raise awareness and remind owners recreational fires are prohibited.

ARB REPORT
04/08/2026

New Construction (in various stages from preliminary review to almost completed)	
Mountain	11
Valley	15
TOTAL	**26**

Additions and Alterations	
Mountain	19

Valley	11
TOTAL	**30**

Maintenance (includes painting, reroofing, deck repairs, etc.)

Mountain	8
Valley	3
TOTAL	**11**

Active projects of all types being monitored by ARB

Mountain	38
Valley	29
TOTAL	**67**

Roads, Facilities, and Open Space:

- Snow removal expenses were significant but have not exceeded the 2026 budget.
- Unusually warm temps forced crews to go from snow removal into grass cutting much sooner than normal. We dedicate 5 of our full-time staff to grass cutting effort.
- Spring cleanup, flower planting and mulching underway.
- Brush cutting of dams and some overgrown open space areas completed last week.
- Culvert project on Shamokin Springs Drive should begin in approximately 2 weeks. Major culvert replacements on Wintergreen Drive directly below Founder Overlook planned for 2026. Project dates to be decided.
- Annual road line painting is expected during May and June. Snow removal has removed much of last year's paint, especially in crosswalk areas.
- Road shoulder work along the state-owned section of Monocan Drive remains on VDOT's to-do list. No date yet. This project was pushed from 2025. It is going to be messy and cause some minor traffic disruptions.
- Plans to repair sections of the Highlands Leisure Trail this year and again in 2027. These costs would come from reserves. Extent of the work is To Be Determined.
- Rodes Farm water system upgrades are still being considered. WPOA drilling a new well remains most likely scenario for pool facility needs. WPOA is

currently working to secure a well driller and all the required permits. Estimated cost of $35-$40K will come from reserves.

- Webpage updates to hikewwintergreen.org underway with input from The Nature Foundation at Wintergreen. Trail signage replacements planned for 2026 as part of the overall signage upgrade project.
- Roadway signage improvements will start in the valley and finish on the mountain. Goal is to complete the valley and hiking trail signage in 2026 and complete mountain road signage in 2027.

Update from Chief Curtis Sheets: Fire & Rescue

- The Wintergreen Property Owners Volunteer Rescue Squad (WRS) Board of Directors has identified the need to recruit more volunteers and specifically would like to use the WPOA newsletter and Wintergreen Bulletin Board to highlight this need. WRS will be contacting Mr. Batchelor about completing a ride-along and documenting the volunteer experience in such a way to maximize marketing to potential volunteers.
- Staff Paramedics are wrapping up training on whole-blood. May 6th is our "go-live" day for our blood program. 2 units of blood will be kept at Nellysford station and two will be kept in Lovingston. Blood is exchanged every 14 days by a courier to be certain no blood goes unused. Any blood we don't use will be transferred to Fairfax INOVA trauma center. The cost of starting the program, as well as maintaining it for two years, has been provided by a private donor. In 2025 WRS requested blood twice from the Waynesboro First Aid Crew. Obviously, when you need blood, time is of the essence.
- Through an odd sequence of events, an opportunity to improve Wintergreen Volunteer Fire Departments (WFD) position in the queue to receive assistance from Nelson County towards capital equipment has occurred. Rockfish Fire Department is essentially giving us their place in line. Final approval is still needed from the Nelson County Emergency Services Council and the Wintergreen Fire Department Board of Directors. If all goes as planned, WFD will order a "program engine" immediately. Program trucks are mass-produced with little to no opportunity for customization. They offer fast delivery and lower costs. We

have received four bids. The lowest bid is from Sutphen Corp. Sutphen built our ladder truck in 2007. Staff members, Riddle, Eastep, and Hamner have a 2-day visit scheduled later this month at Sutphen headquarters in Dublin Ohio. The bid price for the engine is $891,571. The County will contribute no less than 646k, and possibly as much as 713k. Worst case scenario is 245k out of pocket to replace a 23-year-old engine. It would be foolish not to continue pushing for this deal. If approved, the truck would be delivered in July of 2027.

- Work continues at the Firefighter Development Center (FDC). We have recently cleared a fair amount of space to make room for a propane tank fire simulator and a simulated furnished townhouse. (think renaissance ridge/Crawfords Place now) The townhouse prop will be filled with theatrical smoke to allow crews to search furnished spaces in zero visibility conditions. Our existing burn building simulates extremely high temperatures, however placing furniture in the burn building is strictly forbidden. The townhouse prop will complement the burn building. All the work at FDC is being completed with funds from the original donation. The current round of improvements will exhaust the funds. If we receive additional funds, our next goal isn't quite as high profile. Eventually we would like to have a well and septic system to provide a proper restroom facility. Until then, we will continue to use the restroom trailer which was graciously donated by the Wintergreen Community Foundation.

Update from Police Chief Dennis Russell:

- Our two Academy recruits are progressing well. Graduation is scheduled for May 28.

- Spring Range Qualifications in May. Training will include weapons handling, skill drills, reloading under pressure, and transitioning between handgun and rifle.
- One vacancy for Police Officer. Interviews have been completed vetting process started to select a candidate for the June Academy.
- Completing repairs and maintenance on our RADAR trailers to begin deploying them in areas of reported concern.
- Last month's busiest calls for service. House Watch (38), Traffic Stops (16), Open Door/Window (12), Assist Citizen/Motor Vehicle (11) and Assist Agency (10).
- Our bears have awakened and are hungry. We have seen an uptick in human bear encounters to include dumpster diving and car "bearglaries".

<u>Task Group Related:</u>

- New Owner Orientations – steady improvement from 1st and 2nd events. Jay Roberts previously suggest that a 3rd event be held at Tuckahoe Clubhouse. <u>Need to identify a date in late May, possibly May 16th.</u>
- Insurance – Next insurance related discussion April/May of 2026 as part of the health care benefits renewal in June. Health care insurance market is not good. Increased costs likely.

<u>New Business:</u>

- Annual Meeting space challenges – discussion with Zack Marlowe

Due to a potential large conference group with lodging and food business, the WPOA board agreed to return to the **Mountain Inn** for this year's Annual Meeting on November 7, 2026. A parking plan will be in place for the meeting at this location for meeting attendees.

<u>Old Business Items:</u>

- Rodes Farm Water System

    - RFA has hired an engineering firm to assist with design and construction documents and bids to upgrade the existing system. WPOA assisted with collecting bid for alternative well system.
- Pickleball/tennis line paint colors – 2-line color ideas were sent to the contractor for pricing. See attachment. Jay will show this to the tennis player.

- No solicitation rule:

Purpose

The purpose of this rule is to preserve the privacy, safety, and aesthetic integrity of the Wintergreen community by prohibiting unauthorized solicitation activities within the boundaries governed by the Wintergreen Property Owners Association Inc. (WPOA).

No Solicitation Rule

1. Door-to-door sales and commercial solicitations are strictly prohibited within the Wintergreen community.
2. No signs, flyers, or advertisements may be posted or distributed on any residential property, vehicle, mailbox, or common area without prior written approval from the WPOA.
3. Exceptions to this rule may be granted by the WPOA Board upon written request and review. Approved activities must comply with all community standards.
4. Violations of this rule may result in enforcement actions including legal action, assessed penalties, removal of materials, and revocation of privileges as outlined in the WPOA governing documents.
5. This rule does not restrict onsite promotional activities of commercial enterprises currently operating on commercial properties within Wintergreen.

Board Approval

Approved by the Wintergreen Property Owners Association Board on: April 17, 2026 - Vote as follows.
<u>Robin Ott motioned to approve the No Solicitation Rule with the addition of vehicles in Section 2.</u>

<u>Seconded: Jay Gamble</u>

<u>Carried</u>

- Nelson County Service Authority sewer plant update – threat of litigation between owner, contractors and manufacturer over current system failure is impacting the speed of implementing solutions. The Virginia Department of Environmental Quality (DEQ) is closely monitoring and will police NCSA's response and eventually repair.

Comments/Concerns Owners Attending: None

Adjournment 12:05 PM

Next Meeting Dates/Time 10:30AM:

June 19, 2026

August 7, 2026 Budget

November 7, 2026, Annual Meeting/Election   Three openings this year.

Wintergreen Property Owners Association Inc.
Board of Directors Meeting
February 20, 2026 – 10:30 AM Community Offices Building
MINUTES

Present:
Allen Bennett-President
Houston Sorenson-Vice President
Robin Pullen-Secretary
Bill Gatewood
Zach Marlowe
Jay Gamble
Robin Ott

Telecommuting:
Bill Martin -Treasurer

WPOA Staff:
Jay Roberts – Executive Director
Theresa Harris – Director of Finance & HR

Observing: Charles Batchelor, Matt Stegman

Call to Order: 10:35AM

Introduction and Opening Remarks – President Allen Bennett

Welcome newly Elected Directors Robin Ott & Jay Gamble

Review of Agenda and Additions – Allen Bennett

There were no additions

Review and Approve Minutes, Annual and Board meetings – November 8, 2025

Robin Pullen moved to accept the two sets of November 8, 2025 Minutes

Second: H. Sorenson

There was unanimous agreement to accept both minutes as recorded

Treasurer's Report – Bill Martin

Budgeted Income and Expenses of Note - Year End 2025

<u>Our income forecast for 2025 was $8,163,124</u>

* Assessments booked were $32K over budget

* The Amenity fee of $146K was over budget

* Other income, (Disclosure Packets, late fees, PO Boxes, Interest income) was $17K over budget.

We are renewing 4 CDs at a rate of 3.5% in February

* Cell Tower income of $26K was over budget

<u>Our expense forecast for 2025 was $8,163,026</u>

* Police department capital expenditure is $40K over budget due to investments in computers and technology.

* Fixed income was over budget $30K for improvements at Rodes Farms tennis courts, and bathroom renovations, $60K for Chestnut Pool refurbishment, and $31K roof replacement on maintenance building.

* General and administration were over budget $45K for new software

* Road maintenance approximately 30% of the budget had additional costs of $190K for snow removal, culvert replacement, new equipment, tree work, (Emerald Ash Borer) and repair work.

* The expense for renovating the Founders Vision Overlook was $130K. WCF also contributed $90K

* Fire & Rescue were $156K over budget, as expected, for the 2026 **24/72** funding.

That's 5% of their total budget.

IT IS IMPORTANT TO NOTE THAT WE DID NOT NEED TO USE CAPITAL OR SNOW/STORM RESERVES TO COVER ADDITIONAL EXPENSES IN 2025.

WE ARE IN A STRONG CASH POSITION AND HAD ENOUGH IN OPERATING INCOME TO MEET ANY ADDITIONAL COSTS.

IT SHOULD ALSO BE NOTED THAT MOST OF THE ADDITIONAL EXPENSES WERE EXPECTED OR PLANNED AS NECESSARY IMPROVEMENTS, E.G., EMERGENCY EXIT, RODES FARM AND

CHESTNUT SPRINGS POOL RENOVATIONS, FOUNDERS OVERLOOK, FIRE & RESCUE 24/72 SHIFT, SOFTWARE AND ROOF REPLCEMENT, TREE WORK.

The 2026 Annual Assessment collections are ongoing. There is no significant increase in the number of unpaid assessments compared to previous years.

Strategic Initiative Reports and Discussion – Allen Bennett

Potential Pool Projects – Robin Pullen

Robin Pullen updated the board on Chestnut Springs and Rodes Farm Pool status.

2025 saw resurfacing of Chestnut Springs Pool. In the future, the bathhouse/pump room facility needs to be updated.

Rodes Farm Pool is leaking and the infrastructure is 45 years old. Renaissance Ridge will put more pressure on the facility. The bathhouse was remodeled in early 2025 and is a great improvement. Robin suggested remodeling this pool as soon as possible. Realistically to get on a schedule it may be 2027. Robin nominated **Robin Ott** to become the Mountain Representative for pool projects. She accepted.

Nelson Board of Supervisors Update – Houston Sorenson

After attending several meetings where Wintergreen was not impacted it is clear unless we see something of importance, attending can be random and all directors are invited to attend at will.

Wintergreen having their own Master Plan as approved and modified by Nelson County for the past 40 years is not in the Nelson County Comprehensive Plan. So, these guidelines do not apply to the Wintergreen community.

New Owner Orientations – Jay Roberts

Jay will evaluate and continue the new owner orientations for now. New Owner Orientations have had modifications learning from the 1st and 2nd events. It has been suggested that the 3rd event be held at Tuckahoe Clubhouse. The presentation will be a similar format with some additional adjustments to the information and length.

Insurance/Risk Management – Jay Roberts

In late March the Employee Benefit renewal discussions and pricing will begin for July 1, 2026, open enrollment. More to come as this process progresses.

Firewise 2026 – Houston Sorenson

The nation-wide program on Firewise Prevention attempts to make communities more aware of dangers regarding fire, it's spread and preventative measures. Examples are documents that encourage Firewise landscaping around homes and in common areas. A plan will be published soon to be shared in Architectural Review Board literature and on the WPOA web site.

Individual property inspections have been offered to community members and are encouraged. Owners can contact Chief Sheets or Assistant Chief Riddle at either Fire Station to schedule and inspection.

NOMINATING Committee – Bill Martin/Allen Bennett

Mr. Bennett is stepping down as of today, from his role as acting President. He will continue to attend meetings until November as Chairman Emeritus.

Mr. Martin moved to appoint Houston Sorenson as President.

Carried unanimously

Mr. Martin moved to appoint Matt Stegman to the board of directors to complete Mr. Bennetts term ending November 2026.

Carried unanimously

Motion to appoint Robin Pullen as Vice President and Secretary

Carried unanimously

RESORT UPDATE- Zach Marlowe

Mr. Fisher was unable to attend. Zach was pleased to report it has been a great year so far.

Tracking the skier model has been interesting. Parking is and has always been a challenge on busy weekends. Pre-purchasing tickets online gives the Resort a heads up as to parking needs. Spring break for the area schools start next week and usually impacts business. The hope is to have 24-25 trails open until at lease 3/15 as there is a lot of snow stockpiled in places. This weekend looks cold enough to make snow with the hope of natural snow on Sunday. "Snowcrete" caused some issues. There were problems with frozen pipes. Flow detectors will be installed for rental units. This way in extreme cold a warning will be received when there is a problem with pipe freezing. Devils Knob irrigation pipe replacements to golf will begin early Spring. The main line at tennis is included in this replacement. Potential new member tours are popular and last approximately 3 hours, with a high rate of new members joining after the tour. Central Virginia Electric will be working on the transformers at the compressor building. Some disruption in power may occur. The change over to using Tiger Fuel is complete and is satisfactory.

EXECUTIVE DIRECTORS Report- Jay Roberts

The Renaissance Ridge (RR) project is underway. Earthmoving and infrastructure work is expected to continue into Fall. New home construction scheduled to begin this Fall. Jay has requested final versions of the housing types and subdivision layout from the developer that can be shared with the community. No significant changes are anticipated. Project remains approximately 145 units, down from original approximate of 180 units approved in 2004. Renaissance Ridge renaming is possible. Closing has been completed on the property; the LLC now owns the property - no longer High Country. The Developer fee will help WPOA with capital projects.

- Contractor hired to do earthmoving in RR had sewer and water pipe delivered to the aqua plant on Bittersweet. Instead, the pipe was unloaded in the cul-de-sac on SC East because Bittersweet was not accessible. We are working with the contractor to relocate the pipe to the end of Bittersweet.
- We continue to work with EA and National Park Service on the final draft of the Environmental Assessment for the parkway exit. Congressman McGuire legislation is moving forward slowly. WPOA is working with EA to hire road engineers to see if they can identify and analyze some other alternative exit. This madness is part of the Federal permitting process.
- Exit building construction is progressing. Doors windows, roof, siding, sheetrock and rough in utilities complete. Paint, interior trim and final electrical and plumbing next. Project completion estimated by the end of March.
- Most recent newsletters related to Winter preparation, snow removal and storm updates had good click performance. We continue to educate about the community standards.
- Lingering snow is creating freeze, thaw, re-freeze situations.
- Assessment collection is a little better than previous years. Approximately 200 assessments remain unpaid. Last year we had approximately 240 unpaid.
- We have approximately 1800 property “portal” accounts in the new system out of approximately 3,200 potential accounts. Owners with multiple properties can combine accounts into one portal account. While Wintergreen is a 3,800 property community, we will never have 3,800 accounts. Combined lots and owners owning multiple properties reduces the overall number of accounts.
- Having more than 50% of owners set up portal accounts in the new system is a great start and we expect it to continue to grow. Creation of new portal accounts will slow

down dramatically now that assessments have been collected. Next big increase in portal accounts will be next year during assessment collection.

ARB REPORT

02/12/2026

New Construction (in various stages from preliminary review to almost completed)	
Mountain	9
Valley	16
TOTAL	**25**
Additions and Alterations	
Mountain	26
Valley	17
TOTAL	**43**
Maintenance (includes painting, reroofing, deck repairs, etc.)	
Mountain	9
Valley	6
TOTAL	**15**
Active projects of all types being monitored by ARB	
Mountain	44
Valley	39
TOTAL	**83**

Roads, Facilities, and Open Space:

- Snow removal expenses at the end of 2025 and the beginning of 2026 were high. The most recent event created issues that lingered for approximately 3 weeks. On the bright side, resort revenue is strong helping insure amenity fee revenue.
- Lost Pond and Black Walnut Pond compliance update – inspection work and engineering are ongoing. Estimates for compliance remain at around $300K over the next 2-3 years. Funds will come from reserves. WPOA is applying for federal and state grant money to help reduce overall costs.
- Lost Pond has developed a leak at an original pipe connection near the bottom. As a result, pond water level is below normal and falling with no new water coming in. We are trying to determine if the repair can be made as part of the compliance process. Much of this infrastructure is going to need to be redone or abandoned and replaced with new. Fixing now and then tearing out and replacing is not ideal. Lowering the water level to a point below regulation and making repairs is another option being considered. The significant costs require we look at all options.

- Rodes Farm Tennis/Pickleball court re-surface (completed last Fall) has created frustration for some tennis players. (See court pictures attached) WPOA is exploring options for repainting the tennis lines. Pickleball players seem happy with the new surface and line colors. We are working to identify a way to get buy in from both user groups on the final colors.
- Culvert project on Shamokin Springs cancelled in 2025 is on the list for 2026. WPOA has received bids for slip lining and will reschedule this work for this year.
- Annual road line painting will begin again this Spring. Snow removal has removed much of last year's paint, especially in crosswalk and cart path locations.
- Road shoulder work along the state-owned section of Monocan Drive remains on VDOT's to-do list. Project might start this Spring. It is going to be messy and cause some minor traffic disruptions.
- Sections of the Highlands Leisure Trail will likely need repairs in 2026. These costs would come from reserves. Extent of the work is TBD.
- Rodes Farm water system upgrades are still being considered. WPOA drilling a new well remains most likely scenario for pool facility needs. WPOA is currently working to secure a well driller and all the required permits. Estimated cost of $35K will come from reserves.
- The Nature Foundation at Wintergreen (TWNF) has completed Spongy Moth trap surveys and concluded spraying looks unlikely for 2026. TNFW will continue to monitor and provide guidance. Costs associated with spraying are taken from reserves.

Update from Chief Sheets: Fire & Rescue

- Our 2025 files and accounts have all been closed. We now know we answered just over 500 more calls in '25 than '24. This represents a 14% increase. All things considered (EMS, Fire, NEMS) our crews responded to over 3,500 911 incidents last year. Sadly, our highest percentage of increase by category was "Wintergreen Property Owner". We transported 220 owners, which represents a 20% increase year over year.

- Our ambulances and primary response vehicles (no admin) accumulated 211,103 miles in 2025. Of those, 118,575 were on our three NEMS ambulances. Once again in 2025 there were no reportable vehicle accidents.

- Major projects for 2026 include receipt of a new ambulance (178), replacement of a response vehicle (62), and starting a 2-year project to replace Squad 1 with a refurbished truck (Old CARS truck) on a new Mack Chassis.

- We have received a private donation in the amount of 32k to allow Wintergreen Rescue to acquire the equipment and training to start carrying whole-blood for traumatic injuries. We have needed this twice within the past year and both times a unit from the

City of Waynesboro met us enroute to UVA to transfer their blood and certified providers.

- We will have one staff opening as of the end of February as an employee departs for his new home near Fairbanks Alaska. I'm trying hard to fill our opening without advertising. I very much enjoy telling my colleagues that we aren't advertising because we don't need to. For example, Augusta County currently has 22 openings in their staff of 140. They and others will continue to struggle until they convert to a 24/72 schedule. We have already done the work, THANK YOU!

- We are currently pursuing a cost-sharing arrangement with the County of Nelson which will allow all law enforcement as well as fire-rescue vehicles to be upfitted with emergency equipment in Lovingston. Although this conversation has been occurring for the past 2 years, it has really gained speed within the past month. I have written the job description, secured a building, worked with County Admin, County HR, County IT, County Sheriff, etc. This project has taken on a life of its own. If the project is completed, it will NOT save Wintergreen money. It will add a huge operational benefit in that when we break things, we can fix them. Right now, when we break things, we call a handful of shops to see which one can get to us within X number of months. What we are currently doing isn't working well. Director Roberts can walk through the costs and terms, as he has been involved throughout. From a 30,000-foot view, this will be an employee of the County who is shared with and partially funded by Wintergreen. This has never been done before. Imagine a day when Fire & Rescue staff of Wintergreen are County employees with full state benefits and Wintergreen simply pays the County for the services provided. If that ever happens, the genesis of that arrangement can be traced back to this initiative. This is about a whole lot more than vehicle upfitting.

Update from Police Chief Russell:

- Upgrade of Officer Body Worn Camera (BWC). Replacing Axon 2 (12-year-old cameras) with newest model Axon 4.
- Two new employees are progressing well through the Weyers Cave Police Academy. They are scheduled to graduate in the latter part of May.
- Retirement of Deputy Chief Davis resulted in the reorganization of the Agency. Officer Folsom was promoted to Field Operations Lieutenant; Officer Thomas was promoted to Support Services Administrator and Officer Brooks was promoted to Investigative Sergeant.
- One vacancy remains in patrol operations.
- Ski season is coming to a close. Major issue has been parking complaints. Handful of ski related thefts but nothing of great significance. Everyone is ready to leave the snow and ice behind for bear complaints in the Spring.

<u>Old Business Items:</u>

None

New Business Items:

Tennis/Pickleball line painting

Jay has received complaints from Tennis players regarding the new lines for Pickleball at Rodes Farm. Jay will work on this issue.

No Solicitation Rule - Hand out

Jay gave a draft of a new Solicitation Rule for the Wintergreen community to the board.

The final will be presented at the April board meeting for adoption after it has been reviewed by Matt.

Cell Tower task group

Jay felt that a task group would be helpful to review current contracts and proposed offers WPOA receives for towers, buyouts and other issues as they arise. Chief Sheets has served as the "Tower Person" for about 15 years. The annual income is approximately $146K. A task force to be formed in April.

Nelson County Service Authority (NCSA) Water Treatment System -Roberts

NCSA will be notifying their customers and the local community of an issue with the new wastewater treatment plant overflowing into the South Fork of the Rockfish River. (SFRR begins on Wintergreen Mountain). Virginia Department of Environmental Quality (DEQ) is monitoring the situation closely and steps are being taken to mitigate the overflow until it can be repaired.

Old Business Items:

Update Rodes Farm Water System – Roberts

The board went into Executive Session to discuss the Rodes Farm Water System.

The board resumed regular session with no action taken at this time.

Comments/Concerns Owners Attending: None

Adjournment 1:39PM

Next Meeting Dates/Time 10:30AM:

April 17, 2026

June 19, 2026 (date may change due to Member guest – Golf?)

August 7, 2026 Budget

November 7, 2026, Annual Meeting/Election   Three openings this year.

WINTERGREEN PROPERTY OWNERS ASSOCIATION INC.
BOARD OF DIRECTORS MEETING
November 08, 2025 – Skyline Pavilion Conference Room
MINUTES

Members Present

Bill Martin
Allen Bennett
Bill Gatewood
Robin Pullen
Houston Sorenson
Mark Fischer
Zach Marlowe
Jim McCaffery

WPOA Staff:

Jay Roberts, Executive Director
Theresa Harris

*Absent:

CALL TO ORDER 11:40 AM Allen Bennett – President

Mr. Bennett called the meeting to order. He welcomed newly elected directors, Robin Ott and Jay Gamble, to their four-year terms. He thanked Jim McACaffery for his service as an appointee to the board.

MINUTES:

Mr. Gatewood presented the minutes from the last meeting, October 3, 2025

Mr. Martin moved to accept the October 3, 2025 Minutes as presented.

Second – Robin Pullen
Carried

Mr. Bennett's term ended, and he stepped down as President.

NOMINATING COMMITTEE and Board Appointments:

Nominating Chair, Bill Martin moved to Appoint L. Allen Bennett to a one-year term on the Board of Directors.

Second – Houston Sorenson
Carried

Nominating Chair, Bill Martin presented 2025-2026 Slate of Officers and Resolution of Authority to act on the behalf of WPOA.

Mark Fishcher moved to accept the nominations as follows:

President – L. Allen Bennett
Vice President – Houston Sorenson
Treasurer–Bill Martin
Secretary – Robin Pullen

Second - Zach Marlowe
Carried

Mr. Bennett continued the meeting presiding as President.

OLD BUSINESS: None

NEW BUSINESS:

Jay will update the board in February regarding new and ongoing projects.

ADJOURNMENT:

Bill Martin moved to adjourn the meeting.

Second Bill Gatewood

Mr Bennett adjourned the meeting at 11:52 AM

The first 2026 meeting date was set for February 20, 2026, at 10:30 AM

Proposed Meeting Dates 2026 Friday's at 10:30 AM
Community Offices Building (Executive Committee 9:30 AM)

February 20
April 17
June 19, (MEMBER GUEST OR ANY GOLF ??)
August 7 , (2027 Budget Approval)

November 7, 2026 Saturday - Annual Meeting 9 AM ELECTION

Martin & Pullen- Terms End 2026

Martin and Pullen eligible run again in 2026

- Need copy of old resolution to renew

Wintergreen Property Owners Association, Inc.

Skyline Pavilion-Wintergreen Resort

November 8, 2025, Live 9AM and Recorded

Annual Meeting Minutes

1. President Allen Bennett called the annual meeting to order at 9:05 AM. In person and streaming on the WPOA website: www.wtgpoa.org (copy stored online). The new AV company was unable to stream in the beginning of the meeting. The Full meeting will be posted to the WPOA website.

2. Mr. Bennett introduced the current Board of Directors: Bill Martin, Bill Gatewood, Robin Pullen, Houston Sorenson, and Jim McCaffery. Wintergreen Resort Appointees Zach Marlowe and Mark Fischer. He thanked the directors for their service.

Mr. Bennett recognized all Veterans in the audience as this is Veterans Weekend.

3. Mr. Bennett reviewed the meeting agenda, the business meeting will be adjourned and after a brief intermission, Zach Marlowe, Wintergreen Resort General Manager, will update property owners (in person) with membership and resort happenings. The Nature Foundation at Wintergreen, and Wintergreen Music will stream their presentations on the WPOA website.

4. Treasurer, Bill Martin gave the 2025 current and 2026 approved budgets in his presentation. The financial condition of WPOA is sound. The 2025 Income budget was $8,163,124. Mr. Martin reviewed income and expenses by department. As reported at the past meetings, culvert replacement will be an ongoing occurrence for many years to come. We completed surface treatment and some asphalt road repaving as budgeted. Our 2025 approved expense budget of $8,163,026 funded the Road Reserve account as well as our Capital & Equipment reserve account. The years 2022-2024 presented a challenge in hiring, recruiting, and retention of Fire & Rescue and Police personnel. The board voted for a schedule change in Fire and Rescue as of 1/1/2025 to 24/72 shifts, which required the hiring of a 4th crew of 6 staff members. This action required additional funding in 2025 and 2026. The 2027 budget will require a review of staffing and budget requirements going forward. Cumulative these require a 5% increase in the Annual Assessment rate for 2026 also. This scheduled change is showing to be an excellent retention tool.

A Balanced 2026 budget was presented with $8,714,514 projected expenses with $8,714,579 projected revenue. A 5% increase in the annual assessment rate for 2026 was approved by the WPOA Board of Directors on August 8, 2025. Mr. Martin reviewed the many factors driving this increase mainly the 24/72 Fire and Rescue shift change. We are not the type of company in which the Consumer Price Index applies.

The 2024 audited Financial Reports are posted to the WPOA website. www.wtgpoa.org

2026 Annual Assessment Invoices will be mailed and emailed on or before 12/1/2025.

DUE DATE of 2/1/2026. The late payment penalty of 15% applies as of 2/2.

We will be launching a new portal with Invoice payment options and owner customization.

Mr. Martin thanked the membership for their support as we move into the New Year after facing a challenging 2025.

5. Jay Roberts, Executive Director, welcomed the membership, this being his ninth WPOA meeting. Jay covered the following categories: Recognition of owners, Common areas and facilities, Infrastructure, Public safety, a focus on WPOA new owner orientation, differences between Resort, a fun company, and WPOA the infrastructure/town type company, Renaissance Ridge update shows the project is still scheduled to begin late 2025, early 2026. Please Visit: www.wtgpoa.org to view the annual meeting in its entirety. Mr. Roberts reported posting operational updates to our website over 20 times in 2025. The WPOA main phone number is 434-325-8500 as reported in 2023.

Jay invited the membership to view our website, showed an interactive feature of the new owner portal, and most importantly encouraged owners to use our website and sign up for WPOA News & Updates. www.wtgpoa.org. He also advised the owners to keep their **email address/address current with WPOA** for important updates and emergency alerts from the Alert Wintergreen System. Email updates may also be sent to: admin@wtgpoa.org New, in 2026 emailing of Annual Assessments and a new payment system for Annual Assessments. Owners will receive an email to update their contact information in their new portal. All owners will still receive an original Invoice by U. S. Mail.

6. Chief Dennis Russell gave the Wintergreen Police Department report. Chief Russell reviewed new initiatives, crime statistics and other police department updates. The WPD website is: www.wintergreenpolice.org. Chief Russell reiterated that the speed limit at Wintergreen is 25 MPH. Please obey it. Summonses are now being written much more than warnings.

7. Chief Curtis Sheets gave the Fire and Rescue report on their many activities this past year and ongoing. Chief Sheets reviewed the status of the Laurel Springs Drive Emergency Exit request to the National Park Service and the building of a satellite station at this location. The Station

3/Exit Building is currently under roof and expected to be completed in 2025. He addressed the need to change to a 24/72 work schedule for recruitment and retention. It seems to be working. Chief Sheets thanked the WPOA Task Force, WPOA Board and owners, for their support and funding of this important initiative. Capital needs were addressed, and tax-deductible contributions are encouraged to help replace critical rolling stock.

New text alert number for guests and owners: 888777

The Fire and Rescue Department also has a website www.fireresq.org. Please remember them when making your annual giving and consider volunteering for the Rescue Squad or Fire Department.

8. Mr. Roberts reviewed prior questions presented during the Q&A session. He reminded the membership to call the WPOA office with any questions/concerns M-F 8-4. Q&A's can be seen on the website. www.wtgpoa.org 2025 Annual Meeting

9. The meeting was adjourned by Mr. Bennett at 11:00 AM

This meeting was broadcast live (technical issues presented and were addressed by the new AV company in the first few minutes) on the WPOA website and is also available for viewing at any time on the WPOA website: www.wtgpoa.org

The 2026 annual meeting will be held **November 7, 2026,** at 9:00 AM.
Two board positions will be filled by election from the members in 2026.

The board of directors held its regular meeting to elect new officers immediately following the annual business meeting. Separate minutes.

WINTERGREEN PROPERTY OWNERS ASSOCIATION INC.
BOARD OF DIRECTORS MEETING
October 3, 2025 Community Offices Building 10:30 AM

Members Present:
Allen Bennett-President
Bill Martin – Treasurer
Bill Gatewood – Secretary
Jim McCaffery
Houston Sorenson-Vice President
Zack Marlowe

Telecommunicating: Mark Fischer
Robin Pullen

WPOA Staff:
Jay Roberts- Executive Director
Theresa Harris-Absent

Owners Observing: None

CALL TO ORDER – 10:37 AM

President Bennett called the meeting to order. Introduction and Opening Remarks.

Review of Agenda and call for additions – Allen Bennett

MINUTES:

Approval of August 8, 2025 Board of Directors minutes.

Bill Gatewood Motioned to accept the 08/08/2025 Minutes (2026 Budget Meeting)

Second: Zach Marlowe

Carried

Treasurer Bill Martin 2026 Budget Presentation 5% Assessment Increase

The 2026 budget addresses cost of living expenses, insurance, benefits, increased material costs, and 24/72 Fire & Rescue shift adoption to remain competitive. This budget addresses the requirements and standards to meet the needs of our public safety departments and employees.

Although retention of public safety employees has improved, recruitment continues to be a challenge. 24/72 shift adoption should help recruitment of fire & rescue employees.

The 52 miles of roads in Wintergreen require year-round attention. Culvert repair and replacement, major expenses by the Road Maintenance Department, occur primarily between June and October. Additionally, this budget covers increasing costs of mowing, snow removal, storm damage, equipment needs, and general maintenance.

The Board of Directors has reviewed and approved the 2026 Budget.

The Budget Summary reflects a balanced budget based on an **increase of $9.08 per month (5%) or $109 per year in the Improved Property Annual Assessment rate**. Commercial, development, other, and unimproved lot rates increase by 5% as well.

The **2026 Budget** provides $**384K** in additional Assessment **income** and another $**167K** in other **income**. Example: resale packets, cell towers, interest income, misc. fees, etc.

The **2026 Expense** changes are as follows:

> **$385K Increase** in wages, 3% COLA for all Employees with added focus on 24/72 Fire & Rescue shift adoption beginning this year, 1/1/2025 and continuing into 2026. EMS and Police retention/recruitment costs are included.
>
> $**59K Increase** in Insurance & Benefits including payroll taxes.
>
> $**21K Increase** in Police Operations.
>
> **$112K Increase** in Road Maintenance Operations and Capital.
>
> **$24K Increase** in Facilities Repair & Maintenance.
>
> **$30K Increase in** Other Operations - Insurance/Utilities/IT.
>
> **$80K Decrease in Reserve Funding.**

Finally, the next major asphalt paving on primary roads including Wintergreen Drive is now projected for Spring 2028. We are replenishing reserves to fund this major expense.

Please direct specific questions to Jay Roberts (434) 325-8531 or Theresa Harris (434) 325-8530.

<u>The 2026 Operating Budget was mailed to all owners in their Annual Packet.</u>

<u>Strategic Initiatives Reports and Discussion-McCaffery-Most items completed for 2025</u>

Emergency Exit – Bill Martin- Our Exit building is moving along as scheduled. Foundation has been poured and the footing set. We do not expect this issue to be resolved anytime in the near future due to Washington DC events and the federal shutdown. Jay is researching a property swap for 10 acres vs. 1-acre National Park Service property. President and Secretary of the Interior aware of issues.

Pool: Both buttoned up for the winter.
Hope to band aid them for another season. Robin asked how to move along with replacement and major repairs. The window is closing for scheduling with our contractor. Jay explained the options discussed previously with the Resort. Jay, Zach, and Mark will discuss it again in November.

Board of Supervisors Relationships – Bennett - Jay and Allen are meeting with 2 of the Nelson County Board of Supervisors at a time. This is to keep a strong relationship with our county leaders. There is one more supervisor to meet.
Ernie Reed (Central District -Wintergreen) is up for re-election on Nov. 3. He has one opponent, a Stoney Creek resident.

New Owner Orientations – Roberts **–** The goal is to have quarterly meetings with new owners in addition to the website, newsletter, and Wintergreen Bulletin Board. Owners are sent a welcome letter and packet when deeds are entered. (Email and First-Class Mail) The first meeting will be held on Saturday, October 18, 2025 in the Mountain Inn from 1-3 PM It coincides with the Resorts Oktoberfest. This will be a good trial for owner input, and the types of questions owners may have for WPOA.

Firewise 2026– Sorenson -We have had the second meeting. Jay Roberts, M. Barker, C. McIver, C. Sheets, M. Riddle, Robin Pullen, and Houston discussed a plan and implementation through ARB. Meetings ongoing.

Insurance Risk – Jay advised he is still going through the process. General Liability Insurance renewals are decided in November.
The Line of Duty benefit for Law Enforcement needs to be decided upon before the end of 2025. Our own insurance plan works out better for our officers. How it appears to not participate in the states new plan, is not a good look. It is expensive and our case has not been decided. All Private Departments are invited to join this year.

Nominating Committee: McCaffery – We received five applications for board candidates. There are two open positions this year. The election is finalized at the annul meeting on November 8, 2025.
New Executive Committee officers are nominated and approved at the board meeting after the annual meeting.

Resort Update –Marlowe/Fisher:

Mark deferred to Zack. Our next 5-7 weeks will be really busy. The Big Foot festival attracted about 300 people and was a great success. Rain was bad though. A very busy Fall is anticipated. October 18, 2025, is Oktoberfest. Chair rides increasing in the Fall. Haunted Halloween is new this year. Checkerberry will have more activities offered. The large Music festival in Nelson County 10/2-5, 2025 next weekend has all of the Resort room nights booked. Shuttles buses will be running until 4am each night. Lodging is very strong now. Economics weird. Lift tickets and tubing tickets are on sale now.

Capital Expenses – new dishwasher, flatware serving platters. Guests have noticed and commented positively. Playground at Treehouse removed and foundation set. Mt Inn has new painting job along with the Treehouse. New look. The after-hours market event turned out good.

Mark Fischer - Fan guns are new and already installed on the slopes. 25% less water than old guns and they create lighter snow. Old guns were mounted in the middle of the slopes while fan guns are on the side. This greatly improves the quality of the snow. Commented on business, Wintergreen Resort vs Vail Resort. Vail is 3% down while WR is 10% up.

Executive Director Roberts Report:

- https://www.wtgpoa.org/newsletters-mailings 2025 annual mailing has been sent. Website updated with bios and links to mailing. 2025 WPOA Board Election Biographies — Wintergreen Property Owners Association Like previous years, the meeting will be live streamed with questions answered (both in person and collected prior to the meeting). 2025 annual meeting page will include question submittal form and should be up and running by the end of next week.
  - The Renaissance Ridge project is expected to move forward now that the right of way appeals process is complete. Developer plans to begin construction in early 2026. Survey work related to final engineering and start of site work, expected to begin this November.

  - We continue to work with EA and NPS on the final draft of the Environmental Assessment for the parkway exit. VA Congressman McGuire is showing interest and helping push things along. The possibility of a land swap is being explored. Government shut down will pause any forward momentum.

- Most recent newsletters included rules, covenants, and more. We continue to educate about the community standards.
- CVEC transmission line work across Stoney Creek is complete and the contractor is in the cleanup phase.

ARB REPORT
09/24/2025

New Construction (in various stages from preliminary review to almost completed)	
Mountain	12
Valley	15
TOTAL	**27**
Additions and Alterations	
Mountain	23
Valley	11
TOTAL	**34**
Maintenance (includes painting, reroofing, deck repairs, etc.)	
Mountain	21
Valley	6
TOTAL	**27**
Active projects of all types being monitored by ARB	
Mountain	56
Valley	32
TOTAL	**88**

Roads, Facilities, and Open Space:

- Annual surface treatment work is complete. We spent approximately $300K and completed approximately 1/3 of Stoney Creed\k. We are currently on a 5-6 year cycle. Lack of rainfall at the end of the project created significant complaints because of dust. Problems were resolved once rainfall returned last week.
- Fall tree work cut back is likely to include the corridor between resort parking lots A-F and hazard trees along Wintergreen Drive.
- Roadway signage inventory update is complete. WPOA plans to solicit bids and develop a schedule for signage upgrades. Signage updates will include the mountain and valley. Costs associated with this project will come from reserve funds.

- Construction nearing completion on the Nelson County Service Authority Waste Water Treatment Plant. The upper worksite directly below the WPOA shop is complete. Clean up continues down at the main plant site.
- Lost Pond and Black Walnut Pond compliance update – inspection work and engineering are ongoing. Meetings between now and the next BOD meeting to discuss options and cost estimates. As of now, the cost estimates to satisfy new regulations on these 2 ponds is estimated at $300K over the next 2-3 years. Funds will come from reserves. Ability to apply for federal and state grant money is being investigated.
- Rodes Farm Tennis/Pickleball court crack repair is complete with freshly painted lines, new surface and new nets.
- Culvert project on Shamokin Springs was cancelled during initial excavation because of utility issues. Pipe will need to be slip-lined, WPOA has received bids and will reschedule this work for late 2025 or Spring of 2026
- Road striping is almost complete, a few streets in Stoney Creek remain unfinished.
- Road shoulder work along the state-owned section of Monocan Drive remains on the to-do list. VDOT timeframe for work is Spring of 2026. It is going to be messy and cause some minor traffic disruptions.
- CVEC roadway fiber cut asphalt repairs are complete.
- Surface treatment of walking paths in SC is complete.
- Sections of the Highlands Leisure Trail will likely need repairs in 2026. These costs would come from reserves. Extent of the work is TBD.
- Rodes Farm water system upgrades are still being considered. WPOA drilling a new well remains most likely scenario for pool facility needs. Rodes Farm Annual Meeting is on October 25th.
- TNFW has completed Spongy Moth trap surveys and concluded spraying looks unlikely for 2026. The TNFW report is pasted below.

2025 Spongy Moth Report

The Wintergreen Nature Foundation has completed the spongy moth (formerly known as gypsy moth) pheromone trap survey for 2025. The survey was coordinated and completed by the forest management coordinator.

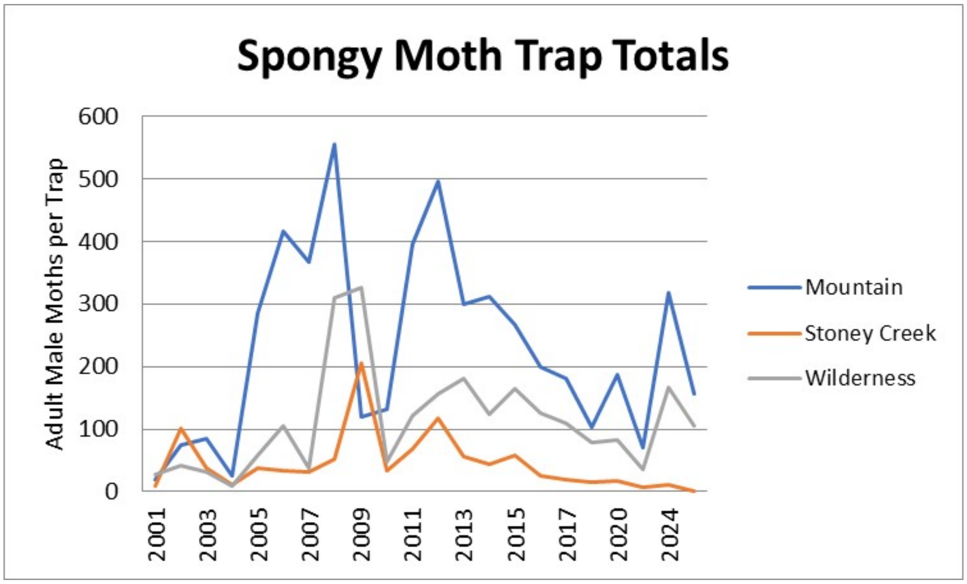
Method:

The spongy moth pheromone trap survey begins in June and concludes in August. Traps are laid out on a predetermined grid throughout the Devils Knob, Blackrock, Stoney Creek, and the open space. Thirty-three traps are placed in a predetermined grid. Each trap is placed at the center of 412-acre squares throughout the developed portion of Wintergreen.

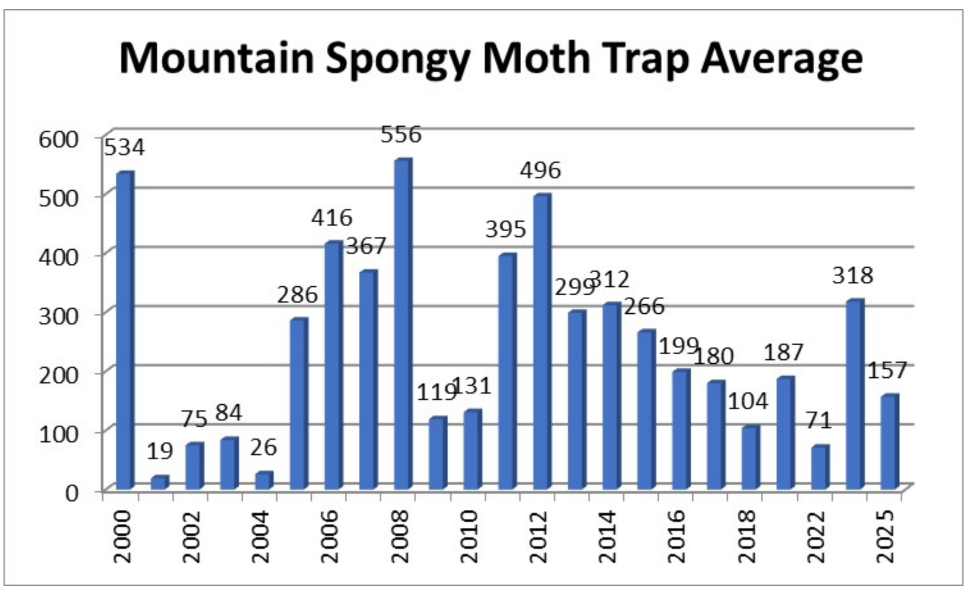
The egg mass count survey areas were determined based upon summer trap numbers. Spongy moth traps containing over 500 adult males act as indicators of where to start the survey.

Results:

The 2025 spongy moth trap survey saw a large decrease from the sudden rise of 2024. The overall population at Wintergreen decreased 47% from 2024 to 2025. The average amount of male moths caught increased from 166 in 2024 to 88 in 2025. The mountain population was once again significantly larger than either the valley or the open space. The mountain traps averaged 157 moths/trap, the valley averaged 2 moths/trap and the open space averaged 106 moths/trap.



Five-hundred is the threshold number to begin egg mass surveys. Zero trap locations exceeded the 500 male spongy moth thresholds in 2025. The Devils Knob and Blackrock village subdivisions had the highest moth totals. They totaled 262 and 226, quite a bit away from the 500-moth total to require an egg mass survey.



Spongy Moth Conclusion:

The summer of 2025 told two different stories. We began with a robust emergence of caterpillars and experience defoliation from Hemlock Drive to Cedar Drive along our western boundary. May was a wet month and the defoliation seemed to abruptly stop. The traps indicated a much lower population that the defoliation would suggest allowing us to draw conclusions based around the reemergence of entomophaga maimaga, the soil fungus that controls spongy moth populations. The traps showed a population more like our past decade totals when wet springs aided the fungus growth and suppressed spongy moth populations.

The plan is to assume that the western boundary could pose a problem for 2026. The Nature Foundation will conduct egg mass survey along the western boundary between Hemlock and Cedar Drive to determine if spraying will be required. The egg mass survey will be conducted in late October/early November when the decreasing foliage allows for increase ability to see egg masses. If egg mass counts are high, the survey area will be expanded.

Update from Chief Sheets: Fire & Rescue

- The Rescue Squad fund drive just started anew. It has a bit of a new look and some new strategies thanks to a great team. The goal is significantly increase our number of donors, which has been stuck around 1,000 for some time.
- The entire team is preparing to cover a large (very large) music festival in October. There will be approximately 25,000 people in attendance. Worst case scenario, Wintergreen Volunteer Rescue Squad will net 25k in one weekend.
- There has been a lot of communication between myself and Congressman McGuire regarding the emergency exit to the Blue Ridge Parkway. It does feel as if we're as close to approval as we have ever been.
- The foundation walls at Station 3 have been poured. Framing should take place within the next two weeks.
- We're in the testing season. Pumps, ladders, hose, cardiac monitors, and cots all must be annually certified. Fortunately, Nelson County pays for 100% of testing costs.
- Approximately 100 attendees have already registered for our EMS Summit in November at Wintergreen Resort.

Update from Police Chief Russell:

- Final sentencing of Officer Wagner's killer was 09/29/2025. Defendant pled guilty and was sentenced to a total of 48 years in prison. He received 40 years for the murder, 5 years for the two malicious woundings and 3 years for using a firearm in the commission of a felony. Actual served time will be 85% of the final sentence. This concludes the criminal prosecution aspect of this case, but the scars left will still be present for a long time to members of the Wintergreen Police Department and our community. I want to thank WPOA Board member Bill Gatewood for attending the entire day's testimony and sentencing.

- Two Police Officer vacancies. Recruitment videos are out on social media but have no applications yet.
- Assist Motorist/Citizen, Open Door/Window, Traffic Stop, Suspicious Activity and Suspicious Person/Vehicle. Top five calls for service previous month.
- Organizational changes are being planned with the announced retirement of Deputy Chief Davis.
- Vehicle router and cellular antenna installations complete. Will provide better connectivity for Officers in the field using their mobile data terminal (MDT).
- Completed first term Accreditation Mock. This was an online remote mock (our first) and it went well.

New Business:

Upcoming Annual Meeting – November 8, 2025 9AM Skyline Pavilion - Wintergreen Resort Q&A will be recorded and posted to the website.

The Annual Meeting will be recorded and televised on the WPOA website. www.wtgpoa.org

The Nature Foundation and Wintergreen Music will present pre-recorded messages to be posted to the WPOA website.

Allen - Jay will be formalizing a new handout regarding solicitation rules at Wintergreen. An owner went door to door soliciting votes for the upcoming Nelson County Board of Supervisors election.

Additional Comments – Jay noted we are having to change Accounting Systems as the last one's company was sold and not meeting our expectations.

The new system is owner-accounting oriented and will be much better, but there is a lot of work in building it up to its full potential.

Allen has asked Jay to review staff size to see if he can free up time for other duties vs. constant keyboarding.

2025 Board Meetings Community Offices Building

November 8, 2025, Annual Meeting and Election – Skyline Pavilion

November 8, 2025, Board of Directors Organization meeting – Skyline Pavilion

Mr. Bennett called for adjournment of the meeting at 11:55 AM

Bill Martin moved the meeting be adjourned.

Seconded: Houston Sorenson

Carried.

WINTERGREEN PROPERTY OWNERS ASSOCIATION INC.
BOARD OF DIRECTORS MEETING
August 8, 2025 Community Offices Building 12:30 PM

Members Present:

Allen Bennett-President
Robin Pullen
Bill Martin – Treasurer
Bill Gatewood – Secretary-
Jim McCaffery
Houston Sorenson-Vice President
Zack Marlowe

Telecommunicating: Mark Fischer

WPOA Staff:

Jay Roberts- Executive Director
Theresa Harris

Owners Observing:

R. Ott
Mr. & Mrs. Huffman

CALL TO ORDER – 12:35 PM

President Bennett called the meeting to order. Introduction and Opening Remarks.

Review of Agenda and call for additions – Allen Bennett

MINUTES:

Approval of June 27, 2025 Board of Directors minutes.

Houston Sorenson Motioned to accept the 06/27/2025 Minutes

Second: Bill Gatewood

Carried

Treasurer's Report: Bill Martin June 30, 2025

Income of note Month ending 06/30/2025

*Our Income Revenue forecast for 2025 will exceed $8.1 million and is needed to cover expenses and reserves.
* Assessment Income Booked was $7.713 Million, 96% of the budget. We will meet forecast.
* Interest Income, Disclosure Packets, Amenity fees, and Misc all exceeded budget.
* Interest rates for the first six months were in the 4% range. Interest Income YTD $107K. Other CDs will come due in August and September.
* Amenity fees through the second quarter of 2025 were $221K.
* Resale, (Disclosure packets) were $35K YTD. The market is still strong.
* Cell Tower Income was 43.5K.

Expenses of note Month ending 06/30/2025

* Our Expense forecast for 2025 is approximately $8.1 Million.
* Police Department Capital Expenditures are on budget.
* Fire and Rescue, our largest expense item, was slightly under budget as 24/72 is not fully staffed, and personnel are still coming on board. However, OT coverage is required and will account for any shortage.
* Road maintenance, approximately 30% of budget, was under forecast as paving/culverts are a cyclical expense performed between June 1st and October 1st.
* G&A/ARB were under budget.
* Facilities, Fixed, Public Areas, Pools were $113K over budget. However, the expenses for the Overlook and Exit projects and Rodes Farm Bathhouse are included in this line item. The Operating account will be reimbursed from the Reserve Accounts upon completion of these projects.

The 2026 Budget is being presented today for approval with a $109.00 annual increase in the improved rate or 5%. Other rates also increase by 5%.

2025 Annual Assessment delinquent collection filings are nearing completion. No significant increase in the number of unpaid assessments compared to previous years. Nelson County is foreclosing on three Wintergreen properties due to unpaid real estate taxes. This will help us with collections and get new engaged owners.

June 2025 Graph attached

Bill Martin Presented the 2026 Budget with a 5% increase in all assessment rates.
Robin Pullen moved to approve the 2026 Budget as presented.

Seconded -Allen Bennett

Carried

Treasurer Bill Martin 2026 Budget Presentation 5% Assessment Increase

The 2026 budget addresses cost of living expenses, insurance, benefits, increased material costs, and 24/72 Fire & Rescue shift adoption to remain competitive. This budget addresses the requirements and standards to meet the needs of our public safety departments and employees.

Although retention of public safety employees has improved, recruitment continues to be a challenge. 24/72 shift adoption should help recruitment of fire & rescue employees.

The 52 miles of roads in Wintergreen require year-round attention. Culvert repair and replacement, major expenses by the Road Maintenance Department, occur primarily between June and October. Additionally, this budget covers increasing costs of mowing, snow removal, storm damage, equipment needs, and general maintenance.

The Board of Directors has reviewed and approved the 2026 Budget.

The Budget Summary reflects a balanced budget based on an **increase of $9.08 per month (5%) or $109 per year in the Improved Property Annual Assessment rate**. Commercial, development, other, and unimproved lot rates increase by 5% as well.

The **2026 Budget** provides $**384K** in additional Assessment **income** and another $**167K** in other **income**. Example: resale packets, cell towers, interest income, misc. fees, etc.

The **2026 Expense** changes are as follows:

> **$385K Increase** in wages, 3% COLA for all Employees with added focus on 24/72 Fire & Rescue shift adoption beginning this year, 1/1/2025 and continuing into 2026. EMS and Police retention/recruitment costs are included.
>
> $**59K Increase** in Insurance & Benefits including payroll taxes.
>
> $**21K Increase** in Police Operations.
>
> **$112K Increase** in Road Maintenance Operations and Capital.
>
> **$24K Increase** in Facilities Repair & Maintenance.
>
> **$30K Increase in** Other Operations - Insurance/Utilities/IT.
>
> **$80K Decrease in Reserve Funding.**

Finally, the next major asphalt paving on primary roads including Wintergreen Drive is now projected for Spring 2028. We are replenishing reserves to fund this major expense.

Please direct specific questions to Jay Roberts (434) 325-8531 or Theresa Harris (434) 325-8530.

2026 Operating Budget attached

Strategic Initiatives Reports and Discussion-McCaffery-Most items completed for 2025

Emergency Exit – Bill Martin-No further comment from the National Park Service, it seems the employees have all changed. EA is still working on studies. Our building the Safety facility is still the best solution for now. Augusta County has deemed it a Commercial project and delayed by adding engineering and costs related.

Pool Projects- McCaffery and Pullen-There are still two viable proposals to deal with Rodes Farm Pool. Both expensive (over $400K) and are major renovation or total replacement. Bennett do we really want to be in pool business? The usage numbers are very low most days but fluctuate in July around the 4th. Per Zach Stoney Creek Pool has about 60 guests per day.

Board of Supervisors Relationships – Bennett - Jay and Allen are meeting with 2 of the Nelson County Board of Supervisors at a time. This is to keep a strong relationship with our county leaders.

New Owner Orientations – Roberts **–** The goal is to have quarterly meetings with new owners in addition to the website, newsletter, and Wintergreen Bulleting Board. Owners are sent a welcome letter and packet when deeds are entered. (Email and First-Class Mail)

Insurance Management – Bennett – We continue to explore liability exposures and keep policies current. When fire laws change for Workers Compensation, we were automatically put in assigned risk with the highest cost per $100 of Payroll.

Firewise 2026– Sorenson -We have the designation of A Firewise Community. Our first meeting on Monday, August 4, 2025 was to reenergize and plan updates to the program. Education, ARB guidelines and program reviews will be how we start. The annual meeting will be a good platform to jump start the suggested changes. New owners will have the guidelines from the start, but existing owners will need to start thinking about fire danger and their homes/grounds in a new way with guidance from the Committee.

Nominating Committee: McCaffery – Sorenson and McCaffery

Two Applications received as of today. Deadline for application is 8/15/2025 at Midnight
(Follow up: Five applications were received before the deadline)

Resort Update –Marlowe/Fisher:

Mark noted they are in their tenth year of operations here. Fourth GM in Zach. Overall, there is a softness in tourism. Trends show downwards due to uncertain times. Wintergreen was up 2% to June 30, 2025 (from same time 2024) We are holding and showing a strong Fall.
Zach reported: The Market deck renovation has a strong appeal and is becoming a great place to sit and enjoy a meal from the deli. We have a new snow grooming machine. $500K in upper Dobie snow fans opened the space where old guns were placed. Kitchen upgrades were made. The Treehouse Playground was updated and new regulations made it challenging. There is high use of this popular facility. Devils Knob Golf has a new watering system allowing much more control of water use and timing. Bunkers are being addressed at DK. Stoney Creek has less constraints on water use. Member Guest tournament was a success despite a lot of rain. Golf Path work is ongoing. Paths are being repaired and upgraded with milling material. New option: you can now order food on the Wintergreen Resort App from the Coppermine.
Events now though late fall look strong. October is shaping up to be busy.

Executive Director Roberts Report:

- The Renaissance Ridge project remains on temporary hold pending the appeal by adjacent landowners. The appeal does not prohibit construction from starting.
- We still have not received any comments from National Park Service on the Final Draft of the Environmental Assessment for the parkway exit. This is not surprising. Budget cuts and other turmoil in Washington will delay any resolution.
- Most recent newsletters included hot button topics as well as projects that could impact owners. We continue to educate about the community standards.
- Central Virginia Electric Cooperative (CVEC) transmission line work across Stoney Creek continues. Scheduled Mountain power outage overnight August 21st.
- Tiger Fuel is installing new propane tanks at most of the WPOA facilities.
- ARB related projects went down slightly, 70 vs 115 compared to the same time period 2024 vs 2025. Could be timing, could be other economic factors/uncertainty.

ARB REPORT		
08/01/2025		
New Construction (in various stages from preliminary review to almost completed)		
Mountain		9
Valley		12
TOTAL		**21**
Additions and Alterations		
Mountain		22
Valley		11
TOTAL		**33**
Maintenance (includes painting, reroofing, deck repairs, etc.)		
Mountain		12
Valley		4
TOTAL		**16**
Active projects of all types being monitored by ARB		
Mountain		43
Valley		27
TOTAL		**70**

Roads, Facilities, and Open Space:

- Annual surface treatment work continues in Stoney Creek. Rain has caused significant schedule delays.
- Fall tree work cut back is likely to include the corridor between resort parking lots A-F. Significant storm water work is needed in this area and tree removal along the road edge will be phase 1 of this project.
- Nelson County Service Authority (NCSA) manhole cover asphalt repairs underway on the Mountain.
- Roadway signage inventory update is complete. WPOA is soliciting bids and working on a schedule for signage upgrades. Signage updates will include the mountain and valley. Costs associated with this project will come from reserve funds.
- Construction nearing completion on the NCSA Waste Water Treatment Plant. The upper worksite directly below the WPOA shop is essentially complete. Clean up continues down at the main plant site.
- WPOA pools remain open through Labor Day Weekend. As in years past, weather could allow the Rodes Farm Pool to remain open for an additional week without pool staff.
- Rodes Farm Pool re-do is tentatively scheduled for Spring 2026. Re-model/Renovation estimate remains approximately $400K. We should receive an updated proposal soon

- Stoney Creek Entrance fountain is currently off and will remain off until water quality improves.
- Pavement overlay and the parking circle at the end of Rodes Farm Drive remain on our long-term improvement list. This would likely be after any pool improvements.
- Lost Pond and Black Walnut Pond compliance update – horizontal outflow pipes have been inspected and both need repair. Underwater valve equipment inspection (diver) complete, finding valve stems not repairable. Siphon systems are being considered to eliminate need for full valve replacement. Vertical outflow pipe inspections in the next few months. The cost estimates to satisfy new regulations on these 2 ponds is estimated at $300K over the next 2-3 years. Funds will come from reserves.
- Rodes Farm Tennis/Pickleball court is scheduled for crack repair and re-seal, currently planned for the last 2 weeks of August.
- Culvert projects on-going. Project on Shamokin Springs should start next week and will require road closure between Ginseng Close and Crawfords Edge for approximately 2 days.
- Road striping is underway with work occurring when the contractor is available and the weather cooperates. Work is being completed in SC and on the MTN.
- Road shoulder work along the state-owned section of Monocan Drive remains on the to do list. VDOT timeframe for work is September but could get postponed until Spring of 2026. It is going to be messy and cause some minor traffic disruptions.
- CVEC roadway fiber cut asphalt repairs are ongoing. Repair work is expected to continue for the next few months depending on weather & schedule.
- Surface treatment of walking paths in Stoney Creek is underway. Work requires dry conditions. We hope to complete the work in the next 3 weeks.
- Wintergreen has experienced more Spongy Moth (Gypsy Moth) activity/de-foliation this year than in previous years. Most of the de-foliation occurred around Cedar Drive and Elm Drive. The Nature Foundation at Wintergreen (TWNF) is monitoring the situation and collecting data. If intervention (spraying) is needed, TNFW will assist WPOA with a plan to address. The last aerial spraying occurred in 2009. Costs associated with spraying would be funded using reserves.

- Sections of the Highlands Leisure Trail will likely need repairs in 2026. These costs would come from reserves. Extent of the work is TBD.
- Rodes Farm water system needs major upgrades. Best alternatives (thus far) include shutting down the community system and drilling individual wells to supply water to each property with the possibility of a few shared wells between neighbors. WPOA is in favor of individual wells because it greatly simplifies the duties of the association and is significantly more affordable than upgrading the existing system. Current estimates to drill a new well (commercial service) that will serve only the pool complex is estimated at $30K. This would be funded using reserves.

Update from Chief Curtis Sheets: Fire & Rescue:

- Personnel Changes Since Previous WPOA BOD Meeting:
    - B. Tinson will be transitioning from part-time to full-time on property. Coming from Staunton FD.
    - C. Marden will be transferring back to property from Nelson County Emergency Medical Services were he served as an interim LT at NEMS.
    - C. Morgan has been promoted to LT at NEMS.
    - J. Dye (Physician's Assistant) has departed NEMS for the US Army.
    - K. Blatt as changed status from part-time to full-time at NEMS coming from UVA Medical Transport Network
    - B. Austin has changed status from part-time to full-time at NEMS, coming from Rockbridge County Fire/Rescue

- NEMS is fully staffed. On-property has 22 of 24 positions filled. Position 23 and 24 won't likely be filled until closer to January 1. Having NEMS fully staffed is assisting with our current deficit of on-property Paramedics. Fortunately, T. Smith will soon complete Paramedic training and M. Milligan and C. Brinker will enter Paramedic training.

- We're in the process of completing all annual Preventative Maintenance and inspections. Most worthy of note is Truck 61. The master hydraulic cylinders are "drifting". This will require a crane to remove the ladder boom from the chassis. We anticipate the Truck being out of service for several days. We will transfer E-62 to the mountain and borrow an engine from Rockfish to backfill Station 2. Wintergreen Vol. Fire Department does keep a 10k line item in their budget for these sorts of fun surprises.

Truck 61

- The Rescue Squad received a matching grant in the amount of $177,000 to apply towards the purchase of a new ambulance. The grant covers 50% of the cost.

Old Ambulance:

New Ambulance Twin:

- Our agency continues to host many training opportunities which are developing our workforce (career and volunteer) as well as driving traffic for Wintergreen Resort. This is a blessing and a curse. The training has been beneficial to all, however it does have an impact on our overtime budget. Registration will open next week for our first annual EMS Summit. This being our inaugural year, our goal is to generate 200 room nights. We anticipate this will quickly become a central-Virginia favorite and our goal is to get to 500 room nights as quickly as possible. The Resort has met or exceeded our expectations on every action item thus far.

- Several of the heavy downpours this summer have overwhelmed the gutter system at Station 2 (Valley). The result has been recurring water damage to our medical supplies. Thanks to WPOA for taking an aggressive approach to this challenge.

Update from Police Chief Dennis Russell:

- Vacancies: 2 Police Officers , 1 Part-time Dispatcher.
- Communication Upgrade: Nelson has approved the upgrade of our dispatch console. A very expensive enterprise.
- Top Five Calls for Service: House Watches, Assist Citizen/Motor Vehicles, Traffic Stops, Animal Complaints & Wellness Checks.
- Representative McGuire visit August 19,1300 hrs. At the Police Department.
- Mobile Data Terminal (MDT) Cellular Upgrades: New routers (provided at no cost by T-Mobile) and outside cellular antennas are being installed in the cruisers to enhance MDT connectivity. Allowing the Officers to do more work from their vehicles (report writing, VCIN inquiries and CAD entries).

New Business

Paul's Creek Trail Usage – Mr. & Mrs. Huffman of Paul's Creek Court. Mrs. Huffman read a statement appealing to the board to help with what they see as advertising and overuse of the street and area in front of their house as access to Paul's Creek Waterslide. They built their home, and usage has steadily increased to what they feel is detrimental to their enjoyment and safety. * Letter attached

Old Business Items: Jay Roberts

Nelson County Board of Supervisors – Houston Sorenson attended one of the afternoon sessions and will continue to attend meetings.

Comments - Owners Observing
Mr. & Mrs. Huffman read the statement below.

R. Ott asked about the potholes at Devils Knob-addressed by Zach as they are Resort related.

2025 Board Meetings Community Offices Building

October 3, 2025 10:30 AM   Added meeting

November 8, 2025, Annual Meeting and Election

Mr. Bennett called for adjournment of the meeting at 3:30 p.m.

Robin Pullen moved the meeting be adjourned.

Seconded: Jim McCaffery

Carried.

To: WPOA Board
FR: Frank
Kelli
Huffman
DT: August
6, 2025
RE: Paul's Creek Waterslide Trail Over Tourism & Paul's Creek Court Overuse
We submit to the WPOA Board, our concern and displeasure with over-tourism of Paul's Creek Waterslide Trail and the associated overuse of Paul's Creek Court. In our email, of 7/29/25, to the WPOA Board and The Nature Foundation (copy attached), we described some of the instances of poor behavior that we experience, living next to the trailhead.

Nelson County, Wintergreen and The Nature Foundation have done a superb job promoting and advertising the sheer beauty and wonderful natural resources available in our area. It appears that the word is out and people are coming. While the county and the resort may not be experiencing over- tourism, we at Paul's Creek Court are. This increased use is diminishing the value and enjoyment of Stoney Creek as a place of residence.

Putting this in context, the Waterslide Trail wasn't always over-toured. We first discovered the Paul's Creek Waterslide Trail in 2011, during our 8 year search for a lot to build our forever home. The lot we were considering was on Paul's Creek Court. We made <u>many</u> visits to the lot, prior to actually purchasing it in 2019. Once we purchased the lot, we began making more frequent and longer visits, as we began planning for the building of our home. During all of those visits, we rarely saw more than 3-4 cars parked on the road. And more often than not, there wasn't anyone Utilizing the trail. We would often speak to the folks and it seemed they were mostly WPOA members or people staying up at Wintergreen. Now, it is not uncommon for there to be 10 cars/vans/mini buses parked on the court, and numerous people loitering in the road and our driveway.

We believe that hikers, not knowing (or not respecting) to whom access is intended, are learning about the trail through online websites such as, AllTrails, Air B & B, Harvest Host and Dyrt. This is supplemented by social media, bloggers, Instagram, Facebook and the aforementioned online websites. The popularity of the trail, by local day-trippers and those staying nearby (but not in Wintergreen) is diminishing the experience for those that are paying for the upkeep of roads and appearance of the Stoney Creek community. Paul's Creek Waterslide has become **too** well known to too many people that are not vested in preserving "the community's natural beauty" nor promoting "the relaxed quiet atmosphere of our residential areas that make Wintergreen a great place" to live.

Perhaps the Open Spaces within the Wintergreen and Stoney Creek neighborhoods should be reserved for owners and their guests, guests of the resort, and members (not guests) of the Wintergreen Nature foundation, thereby limiting the use by people staying/living in other rentals or communities. They are not financially contributing to the preservation of what we initially saw as an asset of being a residing (paying) member of the WPOA community.

We ask that we work together to come up with some solutions to our day to day experiences of living beside a trailhead that has become overused and abused. It has become a nuisance and not an asset.

To WPOA Board and Nature Foundation Administration,

As permanent residence at 60 Paul's Creek Court, in Stoney Creek, we witness much of the activity at the adjacent Paul's Creek Waterslide Trail. Today, we found that a visitor had deposited their (mostly) empty launchable packaging in our mailbox (photo attached).

As daily witness to the activities at Paul's Creek Waterslide Trail, it appears that Wintergreen is over-advertising the asset and that the Nature Foundation has over-invited "guests" to the trail. This summer, we have seen a large volume of hikers-many, almost everyday. While most of the hikers are well behaved, many are not. The majority of the trail users are not residents in the neighborhood, and most seem to not even be guests (staying at a residence or at the resort).

We have also come to observe that the term "guests" extensively opens up the ease of access, to many hikers that are not, in any way, vested in the WPOA. There are a considerable number of day trippers from surrounding counties and Charlottesville. Between Wintergreen's open marketing of the trail and the Nature Foundations come one, come all invitation on the All Trails App and the Nature Foundation's webpage, the trail is being used beyond what is fair to the property owners at Stoney Creek. Repairs for the wear and tear of the roads by a considerable number of trespassers is being financed by our ever-increasing annual dues. This is counter to the stated intentions and spirit of the Covenants and Restrictions.

Of the hikers we have spoken to, most of them are in fact NOT property owners or guests of Wintergreen, but are people that learned about the trail through other means, like the All Trails App, WNF, or word of mouth. The Nature Foundation's open invitation, is inconsistent with the covenants and restrictions of Wintergreen. We have had numerous large, school, camp and church groups. Large groups will hang out at the end of our driveway, often laying/sitting in the road, picnicking in the road, making lots of noise, throwing rocks and sticks, leaving trash and wandering onto our property, trampling plants and disturbing the "peace" we associate with living in Wintergreen. It appears that some vacationers seem to think that, while on vacation anything goes. We have seen people urinating along the road, and have found dirty underwear, used tampons, shoes, clothing, towels and full dog-waste bags on the roadside and on our property. We have occasionally observed people arriving late and staying well after dark.

The situation seemed as if it was being addressed, with the placement of a sign at the trailhead. However, this effort has been subverted by the Nature Foundation-by the language on their website and on the All Trails app-by directly stating, "This trail is open to the public... ". Public implies something other than what is stated in convents and restriction. (Incidentally, we have noticed that the sign has been used as a target by some children, as they enjoy throwing things-sticks and gravel from our driveway-at the sign.)

Feeling the brunt and nuisance of the over-tourism at Paul's Creek Court, we want to bring to your attention, what appears to be over use of the Paul's Creek Waterslide Trail. This amenity, for use by WPOA members and their guests, seems to be a common attraction for the public at large. The broad promotion of Paul's Creek Waterslide Trail, is impacting the trail and the roads leading to it. This action by Wintergreen and The Nature Foundation, is contrary to their mission (stated in the C&R preamble) to preserving property values and enhancements for property owners.

At a minimum we request that the Nature Foundation stop inviting the general public (connected to Wintergreen or not) on the internet or other media. We would also like to see Wintergreen advertise the trail as a benefit to those that own property or are staying at a WPOA property.

Sincerely,
Frank and Kelli
Huffman
60 Paul’s Creek
Court

WPOA
Wintergreen Property Owners Association

Occupancy limitations

The association ☒ **does** ☐ **does not** have any limitation(s) in the governing documents on the number or age of persons who may occupy the unit as a dwelling.

- **Part 1, Paragraph 14 (number 12) of the Wintergreen General Covenants provides that "The Company hereby reserve the right to establish reasonable limitations on the number of overnight guests who may occupy a dwelling unit at one time and to limit the number of non-related persons who may reside in a dwelling unit".**

United State flag restrictions

The association ☐ **does** ☒ **does not** have any restriction(s), limitation(s), or prohibition(s) on the right of an owner to display the flag of the United States, including any reasonable restrictions as to size, time, place, and manner of placement or display of such flag.

- **There are no written instructions, limitations or prohibitions on the right of a lot owner to display any flag on the owner's lot.**

- **The installation of a flagpole structure to display a flag is subject to Part I, Paragraph 2 (number 1) of the Wintergreen General Covenants which provide that "No building, fence, or other structure shall be erected..." until after the proposed plans have been submitted to and approved by the Company. For the purpose of this section all properties except for certain properties owned by the High Country Associates and the Donovan Foundation, the "Company" shall mean the Wintergreen Property Owner's Association, Inc.**

Solar energy restrictions

The association ☐ **does** ☒ **does not** have any restriction(s), limitation(s), or prohibition(s) on the right of an owner to install or use solar energy collection devices on the owner's unit or limited element.

- **There are no restrictions, limitations or prohibitions on the right of a lot owner to install or use solar energy except for the requirement in Part I, Paragraph 2 (number 1) of the Wintergreen General Covenants which provide that "No building, fence or other structure shall be erected..." until after the proposed plans have been submitted to and approved by the "Company"**

Sign restrictions

The association ☒ **does** ☐ **does not** have any restriction(s), limitation(s), or prohibition(s) on the size, placement, or duration of display of political, for sale, or any other signs on the property.

- **Part I, Paragraph 6 (number 5) of the Wintergreen General Covenants provides that "No signs shall be erected or maintained on any property... except with the written permission of the Company [The Wintergreen Property Owners Association, Inc. by subsequent assignment of right]". Residential property identification and like signs are permitted provided the total area of such signs does not exceed one (1) sq. ft.**

- **No "For Sale" signs will be approved or permitted within the master plan boundaries. "Open House" signs shall be permitted as follows:**
    1. **One "Open House" sign complete with company logo, will be permitted at each open house.**
    2. **Small (6"x8") generic directional signs will be permitted to direct the public to "Open House" locations. No more than two per intersection will be allowed.**
    3. **Both types of signs will be erected and removed the day of the "Open House"**
    4. **By definition, an "Open House" shall be conducted by a licensed real estate agent, or absent a listing or listing agreement, the owner of the property.**
    5. **Violations of the above policy can result in the denial of approvals for offending agencies.**

Parking or vehicle restrictions

The association ☒ **does** ☐ **does not** have any parking or vehicle restriction(s), limitation(s), or prohibition(s) in the governing documents or rules and regulations.

- **Part I, Paragraphs 16, 17, & 18 (numbers 14-16) of the General Covenants provide that "No vehicle of any type other than conventional automobiles, jeeps and pickup trucks shall be parked or maintained on any lot or residential building site except during the period of construction....", "Snowmobiles shall not be used or maintained on any property as a recreational vehicle.....", "No vehicle shall be allowed to be operated on any road or trail not shown on a recorded subdivision plat without the written consent of the Company..."**

- **Part II, Paragraph 7 (number 5) of the Single Family Covenants and Part II, Paragraph 13 (number 5) of the Valley Covenants provides that "Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company".**

Home-based business restrictions

The association ☒ **does** ☐ **does not** have any restriction(s), limitation(s), or prohibition(s) on the operation of a home-based business that otherwise complies with all applicable local ordinances.

- **Part 2, Paragraph 2 (number 2) of the Single Family Covenants and Part 2, Paragraph 2 (number 2 of the Multi Family Covenants, and Part 2 Paragraph 2 (number 2) of the Valley Covenants provides that "(a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot....".**

Rental restrictions

The association ☐ **does** ☒ **does not** have any restriction(s), limitation(s), or prohibition(s) on an owner's ability to rent the unit.

- **The association does not have any restriction(s), limitation(s), or prohibition(s) on an owner's ability to rent their unit however, there is a Resolution that went into effect January 1, 2023 adopting rules and regulation pertaining to all rentals within Wintergreen. Document is attached.**

- **Part 1, Paragraph 14 (number 12) of the Wintergreen General Covenants provides that "The Company hereby reserve the right to establish reasonable limitations on the number of overnight guests who may occupy a dwelling unit at one time and to limit the number of non-related persons who may reside in a dwelling unit".**

Wintergreen Property Owners Association
88 Wintergreen Drive
Roseland, VA 22967-2162

Wintergreen Property Owners Association, Inc.
Tel. 434 325 8500 Fax 434 325 1464
admin@wtgpoa.org

COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
12-31-2026

NUMBER
0550001777

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION

WINTERGREEN PROPERTY OWNERS ASSOCIATION INC
JAY ROBERTS
88 WINTERGREEN DR
ROSELAND, VA 22967

DPOR

Laura V. McClintock, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION
NUMBER: 0550001777 EXPIRES: 12-31-2026

WINTERGREEN PROPERTY OWNERS ASSOCIATION INC
JAY ROBERTS
88 WINTERGREEN DR
ROSELAND, VA 22967

(FOLD)

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DPOR-PC (02/2017)