



MASSANUTTEN
PROPERTY OWNERS ASSOCIATION, INC.

P.O. BOX 66, MCGAHEYSVILLE, VIRGINIA 22840 • 703/289-2971

Minutes of meeting of the Board of Directors, April 6, 1979

*Board Members present: Weaver, Phibbs, Mars, Beasley, Clark, Ryan,
Litten, Meagher, Stroop, Deadrick*

A special meeting of the Board of Directors called by President Peter F. Weaver, III was held on Friday, April 6, 1979, in the Board Room of Rockingham National Bank, Harrisonburg, Virginia.

Call to order: 8:00 p.m.

Mr. Weaver asked the members for discussion and clarification of internal procedures at the Association office.

There was general discussion of the Annual Meeting to be held the following day with particular emphasis on the questions which might be raised by the general membership.

Mr. Henry Clark announced that Massanutten Village, Inc. had designated him as its permanent member of the MPOA Board of Directors.

The meeting was adjourned at 10:30 p.m.

*Peter F. Weaver, III
Chairman*

*R. Deadrick
Secretary*



MASSANUTTEN PROPERTY OWNERS ASSOCIATION, INC.

P.O. BOX 66, MCGAHEYSVILLE, VIRGINIA 22840 • 703/289-2971

Minutes of meeting of the Board of Directors, April 7, 1979.

Pursuant to Section IV(f) of the By-Laws of Massanutten Property Owners Association, Inc., a meeting of the Board of Directors was held immediately following the Annual Meeting on April 7, 1979 in the Lodge at Massanutten Village, McGaheysville, Virginia.

President Peter F. Weaver, III called for nominations for the office of President. Upon motion duly made and seconded, and by unanimous vote, Dr. William R. Beasley was elected.

Dr. Beasley assumed the Chair and asked for nominations for the offices of Vice-President, Secretary and Treasurer. Upon individual motions duly made and seconded, and by unanimous votes in each instance, the following officers were elected:

Vice-President	Adrienne Mars
Secretary	Frank T. Ryan
Treasurer	Donald E. Phibbs

Mr. Brown asked for approval of \$500.00 for a reforestation and erosion control planting of seedlings. Based on several conferences with the County Forester, 3500 seedlings have been ordered and will be planted by Boy Scouts from Mt. Sidney and Elkton. Donations of \$150.00 will be made to each Troop. The expenditure was approved.

Dr. Beasley announced that the next meeting of the Board would be held on May 5, 1979. The meeting was adjourned.

Dr. William R. Beasley
President

Frank T. Ryan
Secretary

Minutes fo Meeting, Massanutten Property Owners Association and Massanutten Village, Inc., 12 July 1979.

Representatives of MPOA and Massanutten Village, Inc. met at 4:00 pm at Rockingham National Bank, Harrisonburg, Virginia to discuss possible revisions in the provisions of the Agreement Governing the Transfer of Certain Assets and Facilities to MPOA, dated 17 April 1977.

In attendance: Dr. William R. Beasley, Donald D. Litten and Peter F. Weaver, III representing MPOA; ~~and~~ Dale Stancil and Ronald G. Petcher representing Massanutten Village, Inc. MPOA Administrator Brown was also present.

Dr. Beasley opened the meeting by stating that the Baord of Directors felt that the formula for participation by Massanutten Village in the costs of maintaining Massanutten Drive, including snow removal, was inequitable and had designated the group present at this meeting to negotiate a greater contribution. In the Agreement, MDC (MVIInc) agreed to pay an annual fee of thirty (30) times the annual assessment for unimproved lots or seventy-five percent (75%) of the actual cost of reasonable snow removal and maintenance of Massanutten Drive, whichever is the lesser. Citing the actual expenses for 1979 (see Table A), Dr. Beasley noted that the \$6000. contributed by Massanutten Village represented only 43.9% of the total. Although not discounting traffic by property owners during the year, he suggested that the greater part of the wear and tear on Massanutten Drive was attributable to ski area and construction traffic (Table B).

Mr. Stancil stated that Massanutten Village wants to pay its fair share of those expenses which should be borne by both parties, but feels, too, that MPOA should pay its fair share. Noting that the Agreement was executed two years ago, and was participated in by a third party (Dell Webb Corporation), he asked MPOA's reaction to a $2/3 - 1/3$ split of the actual expenses without the "thirty times the annual assessment" ceiling now in effect. Mr. Litten suggested that the figures in Tables A and B would indicate that ~~the 75/25~~ split would be more realistic.

the 75/25

There followed considerable discussion of the volumes of traffic by skiers, construction vehicles and home owners' automobiles. The consensus was that variables were too difficult to define and the best interests of both parties would not be best served by following any formula which was not reviewed annually for adjustments. It was agreed also that a formula which considered all variables would be much more satisfactory than a flat percentage division of expenses. To that end, Mr. Petcher and Mr. Brown were requested to confer and devise such a formula.

Mr. Stancil then asked if MPOA agreed that very soon Massanutten Drive should be black-topped from the Gatehouse to the Lodge. Mr. Litten concurred stating that the Drive is the very heart of the project and that, while a serviceable road surface could be maintained by patching, there is no way to make it look presentable using that method. He also reminded the group that the Drive has an excellent base making black-topping more effective. Rough estimates obtained by Massanutten and MPOA put the cost at between \$110,000 and \$120,000. Mr. Litten asked whether the formula for the allocation of maintenance expenses would be suitable for this expense. Mr. Stancil agreed. Mr. Litten also asked whether or not Massanutten Village could provide the front money for the project allowing MPOA to pay its share by crediting against charges made to Massanutten by MPOA. Mr. Stancil said that such an arrangement would be satisfactory provided the funds were available. Mr. Weaver felt that bank financing for the project could be arranged.

It was suggested by Mr. Litten that the formula for contributing to the cost of Security (five (5) times the annual assessment) fell short of the actual expense of services provided to Massanutten Village. It was agreed that this could also be explored by Petcher and Brown.

Before addressing the subject of the use of recreation facilities by Time Share owners (Table C), Mr. Stancil spoke about the impact of the Time Share sales on Massanutten Village. There was general agreement with his remarks, but it was felt that perhaps MPOA members had some misconceptions about the project. Mr. Brown agreed to do an article in the next Kettletter aimed at erasing such misunderstandings.

Based on the activity at the swimming pool this year, there was unanimity of opinion that considering the additional Time Share units that would be occupied in 1980, our present swimming facility will not be adequate. Although there are some disadvantages to decentralizing our recreation facilities, there are also drawbacks to an overgrown single complex, Mr. Stancil said, and his current feeling is that, in the Spring, he would be constructing a pool and, perhaps, one or two tennis courts in a central location in the Time Share area. He also stated that they would prefer to turn over to MPOA any such additional facilities. Although he had some reservations about a two-location recreation area, Dr. Beasley said that he would present the idea to the Board of Directors.

The meeting adjourned at 6:00 pm.

(A)

MASSAMUTTEN DRIVE MAINTENANCE & SNOW REMOVAL

SNOW REMOVAL

Mundy

1295 -

Gravel

116675

Salt

275580

521755

Manhours (296 @ 5)

1480 -

Vehicle (140 @ 10)

1400 -

2880 -

ROAD REPAIR

5260 -

GENERAL MAINTENANCE

300

1365755

Contribution by Massanutten

6000 -

(43.9%)

765755

(B)

CONSTRUCTION VEHICLE TRAFFIC 1978

		1 Under 2 TONS	2 2 TONS & over	3	4
1					
2	April	231	43		
3					
4	May	153	27		
5					
6	June	133	38		
7					
8	July	108	148		
9					
10	August	336	177		
11					
12	September	375	137		
13					
14	October	524	150		
15					
16	November	407	112		
17					
18		2267	832		
19			2267		
20			3099		
21	Estimated ski traffic				
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					

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POOL ATTENDANCE - JUNE 1979

			POA	T/S	Guests	Total
1			11	4	1	16
2	S		43	53	43	139
3	S	RAIN	—	—	—	—
4			5	24	8	37
5			11	27	8	46
6			18	35	5	58
7			44	27	8	73
8			18	10	12	40
9	S		60	47	35	112
10	S		62	37	11	110
11			3	8	2	13
12			24	9	11	44
13			42	25	20	87
14			39	18	20	77
15			25	8	5	38
16	S		72	94	37	203
17	S	RAIN	6	24	3	33
18			36	69	18	123
19			15	49	15	79
20			29	46	6	81
21			15	25	13	53
22			6	8	8	22
23	S		44	43	24	111
24	S	RAIN	—	—	—	—
25			33	31	4	68
26			44	50	24	118
27			46	61	25	132
28			49	50	35	134
29			20	9	8	37
30	S		23	41	27	91
31						
32			843	886	436	2165
33						
34		Weekdays	533	571	256	1360 (ave 65)
35						
36		Weekends	310	315	180	805 (ave 90)
37						
38						
39		Weekend July 7-8	209	182		
40						



MASSANUTTEN PROPERTY OWNERS ASSOCIATION, INC.

P.O. BOX 66, McGAHEYSVILLE, VIRGINIA 22840 • 703/289-2971

Minutes of Board Meeting September 1, 1979

A regular meeting of the Board of Directors of Massanutten Property Owners Association, Inc. was held on 1 September 1979 at the Lodge at Massanutten Village, Virginia.

Members present: Beasley, Mars, Ryan, Phibbs, Litten, Stroop, Deadrick Ukrop, Shannon, Weaver, and Petcher

After the call to order at 9:30, the Board went into executive session, which ended at 10:45, at which time Administrator Brown joined the meeting. President Beasley announced the Board's decision to accept Mr. Brown's resignation, effective December 31, 1979.

Estimates for the re-surfacing of Massanutten Drive and portions of Del Webb Drive were presented. Mr. Weaver then described the procedure for borrowing the funds, offering: 1) an interest rate of 11-3/4 percent, or 2) an annual rate fixed at the prevailing prime rate at each payment period. On motion duly made and seconded, Mr. Brown was authorized to proceed with the road work and, in conjunction with Mr. Weaver and Mr. Petcher, to borrow the funds from Rockingham National Bank. The amount approved was \$125,000.00 financed at a fixed interest rate of 11-3/4 percent.

(NOTE: Although details of securing the loan were approved by the Board, the ultimate financing is somewhat different in both amount of the loan and collateral arrangement, and should be detailed by Mr. Weaver.)

Mr. Petcher confirmed the Developer's intention to contribute 1% of the gross ski area income, and an additional one-tenth of 1% of the actual cost of construction during 1980 which involved the use of Massanutten Drive. Mr. Litten agrees to draw up an agreement which would also incorporate the details of the loan agreement, in which Massanutten Village would agree to contribute two-thirds of the cost of the road re-surfacing.

Additionally, Mr. Petcher confirmed the Developer's plans to construct an additional swimming pool and one or two tennis courts in the spring of 1980.

Anticipating complaints from the floor of the special meeting to be held later that day regarding insecurity of homes at Massanutten Village, it was moved and seconded to appropriate an additional \$4000.00 to be spent between now and the beginning of ski season for a daily eight-hour evening patrol inspecting homesites.

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Minutes of Board Meeting
September 1, 1979

There being no other business to come before the Board, the meeting was adjourned at 12:05 p.m.

W R Beasley

Wm. R. Beasley
Chairman

FTR/ihw



MASSANUTTEN PROPERTY OWNERS ASSOCIATION, INC.

BOX M-119, McGAHEYSVILLE, VIRGINIA 22840 • 703/289-9466

Minutes of Board Meeting, December 1, 1979

Present: Mars, Phibbs, Ryan, Weaver, Litten, Deadrick, Stroop, Ukrop, Petcher, Shannon, Administrator Price and Brown

Absent: Beasley, Meagher

In the absence of President Beasley, the meeting was chaired by Adrienne Mars.

The meeting was called to order at 9:25 a.m.

On a motion duly made and seconded, the minutes of the September 1, 1979, meeting were approved as distributed.

Although Mr. Warren Sampson was originally scheduled to speak to the Board, Mr. Brown reported that he was unable to appear, but stated that he had wanted to present to the Board what he considered to be a lack of security covering building materials leaving the project. Mr. Sampson has suffered two fairly substantial losses of power tools and construction materials. The difficulties in preventing such losses were discussed with a decision that MPOA could do no more than to impress upon the security force the importance of logging in materials being taken off the project.

Treasurer Phibbs presented and discussed his report for the period ending October 31, 1979. Mr. Weaver explained the investment of \$25,000.00 in a Federal Home Loan Bank note which yields interest of 12.3% per annum, maturing in August 1981. The Report was unanimously approved.

Mr. Phibbs then presented the second draft of the budget for calendar year 1980, and each line item was discussed. Mr. Weaver explained that the interest income would have to be decreased since the FHLB note (see above) would not pay interest until 1981. Increases were made in the following items: 1) Payroll taxes and insurance in all department to reflect the addition of disability insurance to the present coverage given to all employees: approximate cost - \$1,062.00; 2) Purchase of used motor grader from Power Equipment Company - \$7,800.00; 3) Appropriation of \$5,000.00 to the A & E C Committee for project beautification; and 4) increase road repairs to \$16,438.00. Mr. Price was also authorized to proceed with the purchase of a new Security Patrol vehicle for delivery in April 1980, the date of the expiration of the lease agreement on the present vehicle.

On a motion duly made and seconded, an employee Christmas bonus was approved: a cash gift of \$20.00 plus a frozen turkey.

After hearing a report on the damage to the Gatehouse by a gravel truck, the Board approved the expansion of the facility by adding to the amount to be recovered from the insurance claim of \$2,250.00. It was also decided to discontinue the 8-hour daily patrol of houses at the end of the regular ski season.

Following discussion of the 1980 election to fill two vacancies on the Board (Messrs. Stroop and Ukrop), it was decided that a nominating committee to be appointed by the President would present a slate of at least four candidates for the vacancies at the February meeting of the Board. With appropriate biographical information, these names would be sent to the members well in advance of the Annual Meeting on April 12. There will also be an article explaining to the membership just what is involved in being a member of the Board of Directors: how often it meets in both regular and special sessions; involvement on the Executive Committee; the functions of the Board, and so on. Members would then be reminded that there may also be nominations from the floor at the Annual Meeting.

A report from Mr. Edward F. Nixon, who has served as a volunteer consultant to the Board during 1979, was discussed, and it was directed that an expression of appreciation be sent to Mr. Nixon.

It was also felt that the research work that Mr. Charles Neatroun has done on the recent reappraisal of land at Massanutten should be acknowledged with the explanation, however, that no action can be taken by MPOA or its Board of Directors. Mr. Litten agreed to write the letter.

Appropriate resolutions were approved adding Mr. Price's name as a signatory.

Noting the resignation of Mr. Brown at the end of December, Mr. Weaver spoke to express the Board's appreciation for the services Mr. Brown has rendered as its President for three years, and when MPOA became autonomous, as its Administrator for nearly three years.

The next Board meeting was announced for early February, the actual date to be established after the Board has been polled to indicate availability.

The meeting was adjourned at 11:50 a.m.

Adrienne Mars
by Iva H. Watson



MASSANUTTEN PROPERTY OWNERS ASSOCIATION, INC.

BOX M-119, McGAHEYSVILLE, VIRGINIA 22840 • 703/289-9466

Minutes of Meeting January 26, 1980:

A regular meeting of the Board of Directors of Massanutten Property Owners Association, Inc. was held January 26, 1980 in the Management Building with the following present: Bob Beasley, Don Litten, Edgar Shannon, Bill Meagher, Pete Weaver, Ron Petcher, and Administrator Price.

Minutes of December 1, 1979 were approved as presented.

In the absence of Treasurer, Don Phibbs, Assistant Treasurer, Pete Weaver gave the Treasurer's Report. After reviewing and with a few minor adjustments, the report was approved.

Under old business, the 1980 budget was again discussed and upon motion by Edgar Shannon, seconded by Don Litten, it was unanimously voted to approve the reviewed 1980 budget.

Under new business, a proposal from Webster and Webster to install guard-rail on Lanier Lane from Quail Run up the hill to the intersection of Long Glade - a distance of 1,175 feet - was presented, and after discussion and on motion of Don Litten, second by Bill Meagher, it was unanimously voted to proceed with the installation of the guardrail.

The Board went into a lengthy discussion on property owner renting or leasing their dwelling for a specified period which was determined to be a type of "Time Share". Mr. Litten advised that a bill was being presented to the legislature to prohibit time sharing in an area zoned for single family dwellings.

Mr. Harry Smith, a new property owner appeared before the Board in reference to amending the Rental Management Agreement to allow him to rent/lease his dwelling and still keep it in MPOA rental. The Board showed much disfavor in this matter. As a result, a motion was made by Don Litten not to amend the management agreement - motion was second by Edgar Shannon and passed. Pete Weaver then moved to prohibit a new property owner from renting or leasing their dwelling either on a full or part-time basis without approval of MPOA. For approval, a copy of the lease and how many persons will be occupying the unit must be submitted. No property owner privileges will be granted. Motion was second by Bill Meagher and unanimously passed.

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Minutes of Board Meeting
January 26, 1980

Along with the time sharing matter, there was concern about the number of owners of a single lot and all members of each family enjoying the privileges. After discussion on this matter, Don Litten moved that validations for new property owners privileges will be issued to a maximum of two owners and their dependents (IRS definition). Motion was second by Pete Weaver and unanimously passed.

Other matters discussed were:

Setting Executive meeting for Saturday, March 22, 1980 to make preparations for Annual Meeting.

Proxy Card to be included in March Kettletter.

Ron Petcher stated that Massanutten Village plans were still underway for a new swimming pool and tennis courts.

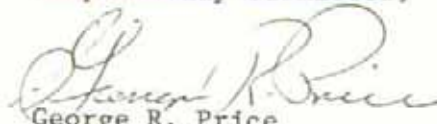
Agreed to MPOA and Massanutten Village working together to include Time Share Property Owners in Kettletter .

To include in Executive Meeting on March 22, a study of fees for guest privileges on yearly, weekly, or seasonal basis.

Motion was made by Shannon seconded by Don Litten to give Pete Weaver authority to purchase security investments.

Being no further business, the meeting was adjourned.

Respectfully submitted,


George R. Price
Administrator



**MASSANUTTEN
PROPERTY OWNERS ASSOCIATION, INC.**

BOX M-119, McGAHEYSVILLE, VIRGINIA 22840 • 703/289-9456

*Minutes of Executive Meeting
Massanutten Property Owners Board of Directors
April 12, 1980*

Immediately following the Annual Meeting, the Board of Directors met with the following present: Bob Beasley, Don Phibbs, Frank Ryan, Pete Weaver, Adrienne Mars, Anthony Reed, Don Litten, Bill Meagher, and Administrator, Buddy Price.

The purpose of the meeting was to elect officers for the 1980-1981 year.

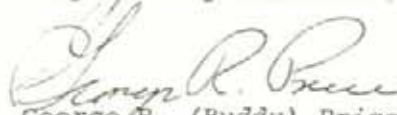
By unanimous vote of members present, Mr. Emmet C. Stroop was elected President. Also, by unanimous vote of members present, existing officers were reelected and named as follows: Adrienne Mars, Vice-President; Donald Phibbs, Treasurer; Francis Ryan, Secretary; Peter Weaver, III, Assistant Treasurer.

The Board welcomed Mr. Anthony (Tony) Reed as a newly elected member.

The Board also withdrew permission for Del Marketing sales group to fish. Guest privileges to fish were also denied for property owners and employees.

Being no further business, the meeting was adjourned.

Respectfully submitted,


George R. (Buddy) Price
Administrator



MASSANUTTEN PROPERTY OWNERS ASSOCIATION, INC.

BOX M-119, McGAHEYSVILLE, VIRGINIA 22840 • 703/289-9466

Minutes of Meeting April 12, 1980

The Annual Meeting of the Massanutten Property Owners Association, Inc. was held April 12, 1980 in the Lodge at Massanutten Village. The following Board of Directors were present: Bob Beasley, Adrienne Mars, Don Phibbs, Frank Ryan, Pete Weaver, Don Litten, Bill Meagher, Emmet Stroop, and Sam Ukrop.

A call to order was taken at 10:15 a.m..

A quorum was established with 252 proxies received and 175 property owners present.

Dr. Beasley opened the meeting with the introduction of all Board Members. Also given was the progress and accomplishments during the past year:

Planting of seedlings

Paving of Massanutten Drive and Del Webb drive as
a joint project with Massanutten Village on
a basis of 1/3 & 2/3 \$110,000 cost.

Stocking of Painter's Pond

Improvements to gatehouse after damage by truck

Mr. Buddy Price was introduced to the body as the new Administrator.

Ron Petcher gave a few remarks about Massanutten Village and its new owners. Two from Texas and one from Florida. Other comments were in relation to the back nine of the golf course being ready and changes to be made to the front nine. Also comments on a ten year plan for the project.

Mr. Don Phibbs gave the 1979 year ending Treasurer's Report and explained several items of concern to property owners present.

Secretary Ryan read the names of nominees selected by the nominating committee to replace or re-elect two directors (Emmet Stroop and Sam Ukrop) whose terms expired April 1, 1980. The nominees are:

James B. Acker, Anthony T. Reed, John Bowers, Jr.
and Emmet Stroop.

Secretary Ryan then asked for nominations from the floor. None were made and a motion was made and seconded and carried to close nominations. Ballots were distributed and votes were cast.

An association of property owners at Massanutten Village, Virginia. Chartered January 9, 1974

Page 2
Minutes of Meeting
April 12, 1980

While votes were being counted, President Beasley opened the meeting for discussion. A directors' proposal (copy attached) was read on renting of property. There was a lengthy discussion on this matter and it was decided to create a committee to give further study and recommendation to the Board. A motion was made, seconded and carried.

Mrs. Gail W. Berrell, Landscape Consultant, made some brief remarks about her work with the A & E C C Committee and the area in general.

Concerns were expressed about bike trails and amenities outside of the Kettle.

The results of the election were as follows:

Mr. Anthony T. Reed and Mr. Emmet C. Stroop were elected for a three year period to expire 4/1/83.

The matter of building a M.P.O.A. office was discussed with the idea that we may have to enact a special "one time" assessment to finance the project. The cost may run approximately \$60,000. with 1365 lot owners a one time assessment of about \$50. would do the job. This matter will be taken up by the Board at further meetings and the Property Owners will be informed.

Other matters of concern expressed by the members were: guardrail on Lanier Lane, school buses, speeding, stop sign at Lanier and Long Glade, repair of equipment at playground, snow removal and television cable system. After the above subjects were discussed, the meeting was adjourned at 1:30p.m.

Respectfully submitted,


George R. Price
Administrator

RECOMMENDATIONS TO BOARD OF DIRECTORS OF
MASSANUTTEN PROPERTY OWNERS ASSOCIATION AS TO POSITION OF
ASSOCIATION ON CERTAIN MATTERS

Single Family Dwellings

The covenant provides as follows:

"These lots are restricted to residential use and nothing but single family, private dwellings or residences designed for occupancy by one family shall be erected thereon except on those lots designated for multi-family and commercial use."

Recommendations:

1. No plans should be approved by the A & E Committee which show living arrangements for more than one family.
2. Renting or leasing to more than one family is prohibited.
3. Occupancy by more than one family is prohibited except for occasional instances of short duration.
4. Renting or leasing of a portion of the dwelling, with occupancy by the owner of the remainder, is prohibited.
5. "Time sharing" of single family dwellings is prohibited.
6. A "family" is defined as "an individual or two or more persons related by blood, marriage or adoption living together as a single housekeeping unit" or "a group not exceeding four persons who live together as a single housekeeping unit". In situations where the latter definition applies, approvals will be on a case by case basis.

Renting of Dwellings

The covenant provides as follows:

"No room or rooms in any dwelling on a lot shall be leased or rented for any period of time. However, a dwelling or rooms therein may be rented pursuant to an agreement made by the owner with MASSANUTTEN DEVELOPMENT COMPANY."

Recommendations:

1. All leases should be approved in writing by MPOA in advance of occupancy by tenant.
2. Those leases for a period of six months or longer which are not in violation of the recommendations listed above under Single Family Dwellings should be routinely approved without charge unless owner desires services of MPOA in maintenance, etc., in which case standard agreements should be executed. Leases for a period of less than six months which do not require MPOA services shall be subject to approval on a case by case basis.
3. A copy of the lease as approved should be kept on file. If a verbal lease has been made, details should be furnished to the Association on a form of the Association listing names of occupants, length of rental arrangement, and such other facts as the Association needs.

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Massanutten Property Owners Assoc., Inc.
Minutes of Board Meeting
May 24, 1980

President Stroop called the meeting to order at 9:00 a.m..

Directors present were: Stroop, Deadrick, Ryan, Beasley, Petcher Reed, Weaver, Meagher, Litten, Phibbs, and Administrator Buddy Price. Iva Watson was also present as Recording Secretary.

On motion duly made and seconded, the minutes of the Board meeting on January 26, 1980 were approved as distributed.

The Financial Statements for April 30, 1980 were presented and after discussion, motion was made and seconded for approval as presented.

The first subject for discussion was installation of railing on Lanier Lane for the \$7,000.00 bid obtained by Mr. Price and railing on Casper Court. Mr. Price was instructed to look into the possibility of using materials on hand and using our maintenance crew for lower labor costs. He will report his findings to the Board Members at their next meeting.

Richard Deadrick read the proposals made by the "Rental Committee" appointed for study of time-share, long-term, and casual rentals. (Exhibit "A", proposal attached to minutes.) Mr. Stroop requested Ron Petcher have papers prepared to give authority to the MPOA Board to enforce the "Protective Covenants and Restrictions". Motion was made for a special committee consisting of Ron Petcher, Dick Deadrick, and Don Litten to have a rental report for final approval at the next meeting. Motion seconded and approved. Further discussion of the rental program concerned inadequate cleaning of the homes in the program. Massanutten Village is unable to continue providing us storage for linen and they are temporarily being kept in the golf pro-shop. After rental procedures have been approved, The Board will write a letter to the individual property owner involved in apartment usage.

Various locations for an office were discussed. Motion was made to have an architect draw plans needed to review for construction and return to the next meeting and the Chairman was to appoint a construction committee to handle details. Motion seconded and approved.

Bob Beasley was requested to report to Mr. Price on the tennis program and make suggestions for improvements. The following policies and procedures were set for pool usage:

1. No cut-offs
2. Ash trays for poolside smoking
3. Full time employees and their families are allowed swimming privileges Monday thru Friday only.
4. Part-time employee only - no family privileges or guests - no weekend usage
5. DEL employees and families Monday thru Friday only
6. Richmond Homes (4 - 5 persons) only Monday thru Friday.
7. Usage of picnicking area considered on individual basis. No weekend usage for anyone other than property owners.

Mr. Price is also to have installed an electric bug killer for the pool area.

Mr. Petcher stated his intentions of limiting his employees catch to two fish per day or a total of six per year. He also expressed the regrets of DEL Marketing concerning the employee that had taken advantage of the fishing privileges and requested a second chance for them. The Board approved Mr. Petcher's request. To provide additional security, some of the Massanutten Village employees will help police the pond. The Board also felt the need to have specific fishing rules for 1981 and possibly charging fees.

A copy of the "Preliminary Proposal For The Operation Of The Massanutten Recreation Center" is attached (Exhibit "B"). The \$3,000,000.00 complex is to be completed in the fall of 1981. Usage is by membership only. There are plans for a motel to be completed this summer and a hotel later. He expressed concern for acceptance by the Board of this new complex. The new center was given unanimous endorsement. Since the new complex is to have a pool, no new pool is planned for the 1980 or 1981 seasons. If crowded conditions result at the POA pool, there is a possibility of removing guest privileges. Also, MVPOs will not use MPO pool or tennis courts when the complex is finished. At that time, Massanutten Village may request a reduction from the double assessment per unit to a single assessment per unit.

Mr. Price presented several bids for the purchase of a new one-ton dump truck for maintenance usage and motion was made to accept the bid of Dale Wegner with funds to be removed from road repairs and maintenance. Motion carried.

Discussion of security requirements and interpretation by guards of their duties was opened by Mr. Litten. Mr. Price was instructed to discuss with Elwood Shifflett any reasonable requests made by property owner to be complied to, even if required to close the gatehouse.

A letter from Johnson and Higgins, officer liability insurance company, was presented requesting an amendment to the By-Laws to provide for corporate indemnification of all officers and directors. Motion was made for Mr. Litten to prepare all forms for changes in the By-Laws. Seconded and approved. Motion was made to adopt the resolution for change of the By-Laws, seconded-so ordered.

Motion made and carried to remove the \$1,900.00 from our assessment receivables account as "uncollectible" for the years billed 1974, 1975, and 1976.

A request from Mr. Bassett, owner of the house on lot 5 in Unit One, to close the parking lot at the intersection of Hawksbill Road and Massanutten Drive was discussed. Mr. Price was instructed to write Mr. Bassett that the Board feels the parking lot is open space and therefore not in violation of the Protective Covenants and Restrictions. Also, it is advantageous to the property owners, i.e. parking for motorcycles, carpooling, security vehicles and we will maintain the area in good order.

Stating Board procedure, Mr. Stroop appointed Mr. Price to be in charge of the minutes, which includes taking and recording them.

After discussing Architectural and Ecological Control Committee problems, the Board decided to provide more guidelines (such as issuing permits for approval with conditions in writing).

There is no liaison committee between property owners and the Board. The September-October issue of the "Kettletter" is to request any comments from property owners regarding the 1981 Budget. Only those suggestions received in writing will be considered.

Bids were reviewed for the resurfacing of Lanier Lane and the bid from S. A. Morris was accepted. Motion was made for this contract-seconded-motion carried.

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Minutes of Board Meeting
May 24, 1980

A recommendation for rewording of the sign, "No Two Wheel Vehicles Allowed", was made. A new sign instructing no two or three wheel cycle type vehicles allowed is to be erected. Also, mentioned was the "No Trespassing" street and road signs should be changed to reflect the property owner usage only.

A request to allow horseback riding on the project was denied.

Several builders submitted copies of literature which they wanted disbursed to property owners. The letter from A & B Development was approved, but, the letter from Pioneer School was not approved because of possible violation of the Protective Covenants.

An addressograph machine has been given to the POA by Massanutten Village and Mr. Price was requested to obtain the costs of operation, costs of setting-up and the value of the equipment.

The meeting was adjourned at 1:05 p.m.



MASSANUTTEN PROPERTY OWNERS ASSOCIATION, INC.

BOX M-118, McGAHEYSVILLE, VIRGINIA 22840 • 703/289-9466

Massanutten Property Owners Association, Inc.
Minutes of the Board of Directors' Meeting
July 5, 1980

President Stroop called the meeting to order at 9:00 a.m.

Directors present were: Emmet Stroop, Adrienne Mars, Donald Phibbs, Francis Ryan, Peter Weaver, III, Richard Deadrick, Donald Litten, William Meagher, Edgar Shannon, Anthony Reed, William Beasley, Ron Petcher and George Price, Administrator.

The minutes of May 24, 1980 were approved as distributed.

The Treasurer's report was given and discussed. It was moved and second to accept the report. Motion carried.

Under old business, the Building Committee gave an informational report showing several plans and approximate costs submitted by several builders. The board rejected these proposals for lack of specification. Motion was made and second to authorize the Committee to engage an architect on an hourly basis to draw preliminary plans, after approval, to draw specifications and prepare for bids. Also to do part time observation during construction.

It was decided that Rick Davis of Davis Construction should not be included in the list of bidders until his problems with the A & E C C have been resolved.

The Board discussed at some length the method of financing for the new office building. Pete Weaver stated he was against a special assessment, and he felt the annual assessment would have to be increased next year. He then moved that financing would be through the increase of the annual assessment, the amount to be determined at budget time. Motion was seconded and unanimously carried.

Richard Deadrick, Chairman of the Board Rental Committee, distributed the Committee's recommendations on rentals, a copy of which is attached to these minutes marked Exhibit A. Motion was made and second to adopt the recommendations, write them into the Rental agreements, and print in the Kettletter. Motion carried.

Ron Petcher spoke briefly on transferring authority of Protective Covenants. He felt it was a little more complicated than he had thought, but would give a letter and more details later.

July 5, 1980

Don Litten distributed copies of the Amendment to IV of MPOA By-laws, adding paragraph (J) Indemnity of Officers and Directors, a copy of which is attached to these minutes marked Exhibit B. Motion was made and second to adopt the amendment as written. Motion carried.

Due to problems of concrete haulers spilling concrete on the roads, the Administrator was instructed to write and notify the various haulers of the problem, and if not corrected drastic action would be taken.

In discussion of mowing along the roads, comments were made in reference to a side mower. Administrator Price stated that it was his understanding that the side mower was traded on the "Motts" mower by Mr. Brown. Don Litten stated the equipment was needed and moved that a side mower be purchased. Motion was second and carried.

It was brought to the attention of the Board that Bobby Kent (Timeshare salesman) was shooting a gun on the property. As there have been previous problems concerning Kent action may be taken to bar him from the property. However, before any such action is taken, Ron Petcher will meet with him in order to correct his behavior.

It was agreed to have a mid-year property owners meeting August 30, 1980 starting at 10:00 a.m. for a question-and-answer period. Then, at 6 p.m., the regular buffet at the lodge will be offered for those wishing it. This information will appear in the next Kettletter. Also a response card will be attached.

Pete Weaver moved to give the President authorization to execute a short term loan up to \$5,000, if necessary, to carry us over until the \$100,000 investment comes in. Motion was second and carried.

Other matters that were briefly discussed were plans being drawn for Massanutten Village's Recreation Complex, Hotel, additional slope off 5A and operating this year seven nights a week.

Motion was made and second to extend the pool hours on Friday and Saturday to 9 p.m. Motion carried.

Ron would again like to keep pool open after Labor Day. Ron and Price will work out details.

Being no further business before the Board, the meeting was adjourned.

July 5, 1980

Subject: Board Committee Recommendations - Single Family/Rent or Lease

I. Single Family Dwellings

Recommendations:

1. No plans will be approved by the A & E Committee which show living arrangements for more than one family.
2. Occupancy, including renting and leasing, by more than one family is prohibited except for instances of short duration. Renting or leasing of a portion of the dwelling, with occupancy by the owner of the remainder, is strictly prohibited.
3. "Time sharing" of single family dwellings is prohibited.
4. A "family" is defined as "an individual or two or more persons related by blood, marriage or adoption living together as a single housekeeping unit" or "a group not exceeding four persons who live together as a single housekeeping unit". In situations where the latter definition applies, approvals will be on a case by case basis by the Board.

II. Renting of Dwellings

Recommendations:

1. It is recommended that two available options regarding rental be established.

HOMEOWNERS RENTAL OPTION

A. Owners wishing to rent their dwellings privately will select the Homeowners Rental Option. They are required to sign an agreement with MPOA prior to commencement of any rental. The Homeowner makes all rental arrangements and the no-commission-fee agreement between the owner and MPOA commits the Homeowner to all responsibilities of rental. However, as landlord the Homeowner must provide MPOA with the identity of any renter as well as the beginning and ending of rental periods. Once selecting this option, the Homeowner no longer qualifies for the MPOA Rental Option.

MPOA RENTAL OPTION

A. Permits homeowners to place their dwellings into the current MPOA rental program which is a commission-fee agreement with MPOA.

POWER OF ATTORNEY AND MANAGEMENT AGREEMENT

(hereinafter called "Owner"), and MASSANUTTEN PROPERTY OWNERS ASSOCIATION, (hereinafter sometimes called "MPOA"), as follows:

Owner hereby appoints MPOA as attorney in fact to consummate certain leasing transactions on behalf of Owner, as follows:

1. The Owner hereby employs MPOA to rent, lease, operate and manage those certain premises, including all furniture, furnishings, and kitchen utensils located therein, in the County of Rockingham, State of Virginia, now known and designated as

on the terms and conditions hereinafter set forth.

2. The term of this Power of Attorney and Management Agreement shall begin on _____ and shall exist, be irrevocable, and continue for a period of one (1) year from said date. Thereafter, it shall be deemed automatically renewed for successive periods of one (1) year each, unless notice of termination is given as provided in "11." below.

3. MPOA agrees:

a. To exert its best efforts to rent the premises in accordance with the terms of this Agreement and Power of Attorney.

b. To exercise due diligence and care in the rental and management of said property. General maintenance, repairs and alterations shall be made at the expense of the Owner. If, in the opinion of MPOA, the dwelling should require alterations or repairs which do not exceed one hundred dollars (\$100.00), MPOA is empowered to make such alterations or repairs without notification and to bill the Owner at the next billing period. Should the cost of the alteration or repair exceed one hundred dollars, the Owner shall promptly be notified and cause same to be accomplished. Upon authorization by the Owner, MPOA will take whatever steps are necessary to complete such alterations and repairs as expeditiously as possible. If Owner elects to undertake the alteration or repair, and they are not commenced within thirty (30) days after notification by MPOA, then, at its option, this agreement may be terminated by given written notice to Owner. In the event of such a termination, Owner shall be liable for any bona fide rental arrangement made by MPOA prior to termination.

c. To use its best efforts to collect any rents due, but it shall not be liable for any rentals not collected.

d. To render quarterly statements of receipts, expenses and charges, and to remit the net proceeds monthly to Owner as hereinafter provided.

4. The Owner hereby gives MPOA, as its attorney-in-fact the following authority and powers and agrees to assume the expenses in connection therewith:

a. To sign, renew and/or cancel leases for the premises or any part thereof during the term and subject to the provisions of this Agreement; to collect rents due or to become due and give receipts therefor; to terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate; to institute and prosecute the actions for rent and for damage of any kind to the premises; to evict tenants and to recover possession of the premises.

b. To make contracts on behalf of and with the approval of the Owner for such utilities and other services as MPOA shall deem advisable; and the Owner shall provide, maintain and pay for all such utilities.

5. The Owner shall purchase and maintain, at its own expense, fire and extended coverage insurance and additional extended coverage insurance on the premises and the furniture and furnishings located therein in an amount equal to the actual cash value thereof, and designating MPOA as an additional named insured. Owner further agrees to carry and maintain, at its own expense, public liability insurance on the property, naming MPOA as co-insured in said policy, and providing the following coverage:

- a. \$100,000 for personal injuries to any one person in any accident;
- b. \$300,000 for personal injuries to more than one person in any accident;
- c. \$50,000 for damage to property in any accident.

Said fire and extended coverage and additional extended coverage insurance, and public liability insurance shall provide for ten days written notice to MPOA prior to any cancellation thereof. Owner shall furnish to MPOA a certificate or memorandum of insurance coverage showing compliance with this paragraph "5."

6. Owner shall reserve a reasonable storage area on the premises for the storage of clothing, linens, and other personal belongings and equipment. Owner further agrees that all storage areas (except as noted above) including closets, chests and bureaus will be clear and available for use upon rental of the premises by MPOA. Owner further agrees to furnish the kitchen with essential cooking and eating utensils in quantity sufficient to serve needs of the maximum number of occupants established for the dwelling, and to provide adequate space for dining by the same number.

7. The Owner agrees that MPOA may deduct for its services _____ percent (%) of the gross rentals collected during the time that this Agreement is in full force and effect. The rentals collected for the month and a monthly statement thereof shall be forwarded to the Owner on or before the last day of the following month.

8. Owner reserves the right to use the premises at any time he desires and shall in no way be restricted from such right of occupancy, except that prior registration and registration must be made each time at MPOA office. Owner shall, however, give to MPOA advance notice setting forth the specific date or dates on which the Owner will be using the premises and the same will not, therefore, be available for rental by MPOA. It is understood and agreed between the parties hereto that such notice will form the basis for MPOA's rental of the premises and that no changes shall be made in such notice of projected use without the prior consent of MPOA. In the event that the Owner shall designate one or more particular dates for use by the Owner and his family and shall be unable or unwilling to use the premises on said dates for any reason, then Owner agrees, insofar as is practicable, to notify MPOA of such change in conditions so that the premises can be made available to renters. It is further understood that in the event Owner wishes to use his own premises on dates other than those he has reserved, he shall be able to do so unless a prior rental has been negotiated by MPOA.

9. Owner agrees to use MPOA's linens and housekeeping service at all times. (This includes the times property is utilized by Owner.) Owner further agrees to pay for linens and housekeeping service each time property is used by him.

10. MPOA will provide all linens, housekeeping service and cleaning supplies during periods of rental at no cost to Owner.

11. This Power of Attorney and Management Agreement shall be deemed renewed and in full force and effect for successive periods of one (1) year unless the party desiring to terminate at the end of any given period gives the other party thirty (30) days written notice of such party's desire to terminate and revoke as of the end of any given period. In addition, after the initial one (1) year term hereinabove provided for, this Power of Attorney and Management Agreement may be terminated or revoked at any time by either party hereto upon the giving of the other party thirty (30) days written notice of such termination or revocation provided, however, it is understood that in the event that this Agreement and Power of Attorney is terminated or revoked by the Owner, any bona fide rental agreement arranged by MPOA on behalf of the Owner shall remain in effect. Owner agrees that it will not lease or rent or otherwise make said premises available for occupancy by other persons, firm or corporation for compensation without the express written consent of MPOA.

12. Owner authorizes MPOA to obtain any permits as may be required from any governmental agency by reason of the rental of said property.

13. This instrument is executed in duplicate, one of which is being retained by each of the parties hereto.

14. The following additional matters are agreed to:

15. Owner hereby ratifies and confirms all that MPOA may lawfully do in performance of the powers herein granted, subject to the following exceptions:

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate originals as of the _____ day of _____, 19 ____.

(SEAL) _____

(SEAL) _____
"Owner"

MASSANUTTEN PROPERTY OWNERS ASSOCIATION

By _____
"MPOA"

BY-LAWS OF
MASSANUTTEN PROPERTY OWNERS ASSOCIATION, INC.

IV. (j)

Indemnity of Officers and Directors. Each Director and officer shall be indemnified by the Corporation against liabilities, fines, penalties and claims imposed upon or asserted against him (including amounts paid in settlement) by reason of having been such a Director or officer, whether or not then continuing so to be, and against all expenses (including counsel fees) reasonably incurred by him in connection therewith, except in relation to matters as to which he shall have been finally adjudged to be liable by reason of having been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer. In the event of any other judgment against such Director or officer or in the event of a settlement, the indemnification shall be made only if the Corporation shall be advised, in case none of the persons involved shall be or have been a Director of the Corporation, by the Board of Directors, and otherwise by counsel to be appointed by the Board of Directors, that in its or his opinion such Director or officer was not guilty of gross negligence or willful misconduct in the performance of his duty, and, in the event of a settlement, that such settlement was, or if still to be made is, in the best interests of the Corporation. If the determination is to be made by the Board of Directors, it may rely, as to all questions of law, on the advice of counsel. Every reference herein to Director or officer shall include every Director or officer or former Director or officer of the Corporation and every person who may have served at its request as a Director or officer of another corporation in which the Corporation owns shares of stock or of which it is a creditor or, in case of a non-stock corporation, to which the Corporation contributes and, in all of such cases, his executors and administrators. The right of indemnification hereby provided shall not be exclusive of any other rights to which any Director or officer may be entitled.



MASSANUTTEN
PROPERTY OWNERS ASSOCIATION, INC.

BOX M-119, McGAHEYSVILLE, VIRGINIA 22840 • 703/289-9466

TO: All M.P.O.A. Employees
FROM: Administrator
DATE: August 5, 1980
SUBJECT: Grievance Procedure

Again we are experiencing the problem of employees sharing their grievances and problems with members of the Board of Directors and/or members of their families.

Because of this situation, it has become necessary to inaugurate the attached grievance procedure for all employees which must be followed. Failure to comply with this procedure will result in immediate corrective action by the Administrator.

If there are any questions on this matter, please contact me.

I suggest you file this procedure with your papers for further reference.

GRP/llm

M.P.O.A. GRIEVANCE PROCEDURE

The following shall be the policy and procedure for handling grievances of employees of M.P.O.A. A grievance is hereby defined as any complaint or controversy of an employee or group of employees regarding the policies or procedures of the work pertaining to the employee(s). This is not to include any negotiations regarding wages, salaries, or fringe benefits. No action will be taken by the supervisor against the grievant for following this procedure.

Step 1. The grievant shall communicate with the immediate supervisor in a verbal manner within 30 calendar days of the alleged grievance. The immediate supervisor shall reply, verbally, within 2 working days of the verbal grievance.

Step 2. If the grievant does not receive an acceptable response, the grievant shall submit to the immediate supervisor a written grievance within 10 working days of the immediate supervisor's verbal reply. Upon receiving the written grievance, the immediate supervisor shall respond in writing, within 3 working days.

Step 3. If the grievant does not receive an acceptable response, the grievant shall submit to the Administrator a written grievance within 10 working days of the immediate supervisor's written response. Upon receiving the written grievance, the Administrator shall meet within 2 working days with the grievant and immediate supervisor, together and/or separately, at the Administrator's discretion. The Administrator shall notify the grievant and immediate supervisor in writing of the decision, within 3 working days of their meeting.

Step 4. If the grievant does not receive an acceptable response, the grievant shall submit to the President of the Board of Directors a written Grievance, within 3 working days of the Administrator's decision.

Failure of the grievant to process the grievance within the stated time limits at any step shall constitute termination of the grievance procedure. Failure of the immediate supervisor or the Administrator to reply within the stated time limits shall send grievances to the next step of appeal. However, the time limit may be extended by mutual agreement of the grievant and the party hearing the grievance.

All written grievances shall state the grievance, reason for grievance, and proposed solution(s) to the grievance. All written replies shall refer to the grievance, stating the decision, reasons for the decision, and proposed solution(s) to alleviate the grievance. A copy of all written grievances and replies shall be filed with the Administrator.

This policy shall not interfere with nor circumvent the normal operating procedures of M.P.O.A. unless such procedures are carried out in an arbitrary or unjust manner.



MASSANUTTEN PROPERTY OWNERS ASSOCIATION, INC.

BOX M-119, McGAHEYSVILLE, VIRGINIA 22640 • 703/289-9466

Massanutten Property Owners Association, Inc.
Minutes of the Board of Directors' Meeting
October 11, 1980

Members Present: Emmet Stroop, Don Phibbs, Richard Deadrick, Bill Meagher, Edgar Shannon, Tony Reed, Bob Beasley, Ron Petcher, Administrator Price, Iva Watson as recording secretary and property owner guest, Bill Stein.

President Stroop called the meeting to order.

The minutes of July 5, 1980 were approved as distributed.

President introduced Bill Stein to all the members. At that time, the meeting was focused on Mr. Stein and his concern for the water level of Quail Run and the possible explusion of sewerage into Quail Run. Mr. Stroop stated the Board's concern for future building and increase in sewerage facilities as needed for the expected growth. Ron Petcher made the following comments: lagoon capable of 1.1 million gallons of sewerage per day-application in to the state for 250,000 gallon processing per day-MV correcting old system-new aeration system for lagoon to be installed approximately 10/20/80-doing stream study-proposed advance system to add to lagoon to correct old system.

The Treasurer's Report was submitted by Don Phibbs and after discussion, motion was made to accept as reported, seconded and approved as submitted.

First order of business was the construction of a new administration office. Mr. Petcher offered to pay any additional monies for the addition of cedar shake shingles in place of asphalt shingles as the present plans indicate. Authorization was given to the Administrator to check with local savings and loan institutions for 30 year loans. Motion was made, seconded and carried to approve the Davis bid with the note of exception of the roof materials. Motion was made, seconded and carried for the Administrator to investigate the loan and Bob Beasley to make final arrangements.

In reference to the present agreement between MV and MPOA, Mr. Petcher stated a need for additional security which may be provided by MV paid personnel. Also, there is a need for a new agreement between MVOA and MPOA which would determine the impact on MPOA if the double assessment were to be changed or the voting rights be changed. Mr. Stroop appointed a committee which consisted of the following: Tony Reed; Chairman, Don Litten, Don Phibbs, Ron Petcher, and Administrator Price. Ron and Buddy are to prepare an analysis of the agreement and present to the committee for review.

October 11, 1980

Tony Reed presented a letter from Del Webb (Massanutten Development Company) which requested 50¢ on the dollar for payment of outstanding assessments for the years 1976, 1975, and 1974. Don Phibbs, Pete Weaver, and Don Litten are to meet and make a recommendation to the Administrator to make an offer to the Webb Corporation.

Don Phibbs will meet with Buddy and Iva to discuss the 1981 Budget. The 1981 Budget approval and discussion was continued to a later date.

The following points were brought out after discussion of the "Builder Letter" used by the A&ECC Committee:

- Need of a performance bond to repair roads
- Eliminate item 5 which reads, "To park all construction vehicles no closer than two feet from the pavement except when unloading or waiting to unload. Temporary parking on roadways for the purpose of unloading will be permitted for no longer than four (4) hours. No overnight parking of construction vehicles is permitted on roadways or cul-de-sacs. A place is provided for the overnight parking of construction vehicles in the MPOA Office Parking area."
- Adopt interpretation of protective covenants on corner lots
- "We the owner/builder" deleted to read "we the property owner" and require one signature
- Need culverts not confined to 12"

The above ideas are to be rewritten with Don Litten and discussed with Charles Neatrour, Chairman of the A&EC Committee. Motion was made to nominate Lynn Huff to fill the position of Donald Huff on the A&EC Committee, seconded and carried.

Motion carried not to appropriate funds for the Spotswood Senior High School uniforms. Motion made to allow Spotswood Senior High School to use the tennis courts again in May of 1981, seconded and carried.

Motion carried to change the three authorizations of entry into the safe deposit box to be Don Litten, Pete Weaver, and George Price.

By common consent, the Board approved the primary check-signer to be Treasurer Don Phibbs, and approved the new work schedule for security officers.

The following miscellaneous items were discussed:

- Rudd and Kent--leave as stands at this point
- Shuttlebus
- Additional school bus system--leave any change to County School Board

- Recreation outside Kettle--PMA not at this time
- Security emergency units
- Ski rates (discounts)
- Expansion of ski slopes
- Parking--reserve 1st parking lot for PO and TSO
- Increase assessment
- Speeding
- Telephone service for security
- Annual property owner meeting to be held later in the day--continue with buffet
- Advise renters of dog laws
- Rental equipment--available for use by property owners/renters--No
- A&E
- Kettletter more often--NO

All items brought to the attention of the Board of Directors at the annual meeting in April were discussed.

The Roland Lohr letter was set aside for discussion at the next Board meeting.

Meeting adjourned.

Frederick Watson

Massanutten Property Owners Association, Inc.
Minutes of the Board of Directors' Meeting
November 15, 1980

Members present: Emmet Stroop, Bob Beasley, Richard Deadrick, Don Litten, Don Phibbs, Bill Meagher, Adrienne Mars, Frank Ryan, Pete Weaver, and Ron Petcher. Also present were Buddy Price and Iva Watson.

The meeting was called to order by President Stroop at 9:00 a.m.

Upon reviewing the minutes of the meeting on October 11, 1980, Mr. Stroop pointed out the reference to a letter from property owner Roland Lohr. Mr. Stroop read the letter and informed the Board that the A & E regulations are in the process of being upgraded.

The order of business centered around the 1981 Budget and Assessment. After lengthy discussion, it was agreed for Ron Petcher and Don Litten to make an agreement for changes to the Charter and By-Laws and present to the Executive Committee in final form.

It was agreed for MPOA Security to handle the security for Massanutten Village and all expenses be reimbursed by MV.

The 1981 contribution by Massanutten Village is to be \$78,680.00 plus \$50,000.00 escrow (property or value of) for future facilities to be constructed in the area of amenities. The \$78,680.00 contribution is an assessment of \$450.00 per actual time-share unit plus the balance payable by Massanutten Village.

Don Phibbs made a motion to set the 1981 assessment at \$250.00 per lot-seconded-no further discussion and motion carried.

Motion was made to approve the 1981 Budget as submitted - seconded and Budget approved.

Motion was made to authorize Don Litten to make agreement with Massanutten Village and continue to process Charter and By-Law revisions, etc.-seconded and motion carried. This agreement is to be presented to an Executive Committee (to be appointed by Mr. Stroop) for comment and presented to the Board for final approval.

Mr. Litten has requested the possibility of insuring the members of the A & E Committee. Per Johnson and Higgins and Shomo and Lineweaver, this committee is covered as an acting agent of MPOA. They would be covered only when acting on our behalf. Mr. Litten is designing a form for the committee to use as guidelines.

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Minutes of the Board of Directors' Meeting
November 15, 1980

Mrs. Mars opened for the discussion the re-marking of road lines on Massanutten Drive. Monies were approved to be removed from road contingencies and repairs and re-marking be done before ski season.

A formal letter to the property owners involved in foreclosures is to be written. We are requesting the property be deeded to us in exchange for dropping liens.

Meeting adjourned.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Iva H. Watson".

(Mrs.) Iva H. Watson
Recording Secretary