

AMENDMENT TO THE SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND CONDITIONS FOR THE WOODS AT SUMMERFORD AND DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND CONDITIONS FOR THE TIMBERS AT SUMMERFORD

PARCEL ID 726658546300000

THIS AMENDMENT to the Supplemental Declaration to the Declaration of Covenants, Easements, Restrictions and Conditions for the Woods At Summerford and Declaration of Covenants, Easements, Restrictions and Conditions for The Timbers At Summerford, is made this 28th day of September, 2022 by the TIMBERS AT SUMMERFORD HOMEOWNERS ASSOCIATION, INC. (hereafter "Association" and "Grantor" and "Grantee" for indexing purposes).

WITNESSETH:

WHEREAS, the Supplemental Declaration to the Declaration of Covenants, Easements, Restrictions and Conditions for the Woods at Summerford and Declaration of Covenants, Easements, Restrictions and Conditions for The Timbers At Summerford, dated March 29, 2004, was recorded on April 2, 2004 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia ("Clerk's Office") in Deed Book 5676, Page 237, et seq., (hereafter "Timbers Declaration"), as subsequently amended and supplemented; and

WHEREAS, pursuant to Article XII, Section 4 of the Timbers Declaration, the Timbers Declaration may be amended by "the affirmative vote of written consent, or any combination thereof, of not less than seventy-five percent (75%) of the Lots," and

WHEREAS, it is the desire of the Association to expressly remove from the Association's maintenance obligations the obligation to remove or replace trees and shrubs located on the Lots, as identified on the Plat entitled "The Timbers at Summerford, Matoaca District, Chesterfield County, Virginia", made by Balzer & Associates, Inc., Architects, Engineers, Surveyors, Planners, dated November 5, 2003 and recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 146 at page 78, et seq. ("Plat"), except the Association shall maintain and keep in good repair including removing or replacing (i) the Sidewalk Trees and (ii) the trees and shrubs located on the side of Lot 16 facing Blossom Place and the side of Lot 23 facing Blossom Loop, and

NOW, THEREFORE, in consideration of the foregoing, in accordance with Article XII, Section 4 of the Timbers Declaration, the Timbers Declaration is hereby amended as follows:

RECORDED IN
CHESTERFIELD COUNTY, VA
WENDY S. HUGHES
CLERK OF CIRCUIT COURT
FILED Oct 12, 2022
AT 09:49 am
BOOK 14109
START PAGE 0722
END PAGE 0725
INSTR # 220043399

1. Section 27 is added to Article I, "Definitions" of the Timbers Declarations, as follows:

Section 27 "Sidewalk Trees" shall mean and refer to the trees located between curbs and sidewalks in the Timbers at Summerford.

2. Article V, Section 1 of the Timbers Declaration is amended to remove the Association's obligation to remove or replace trees and shrubs located on the Lots, except the Association shall maintain and keep in good repair including removing or replacing (i) the Sidewalk Trees and (ii) the trees and shrubs located on the side of Lot 16 facing Blossom Place and the side of Lot 23 facing Blossom Loop,

so that the amended version of Article V, Section 1 of the Timbers Declaration reads, in its entirety, as followed by the addition of the new sentence to the end of this provision, as follows:

Association Responsibility Not Related to the Exterior of Homes Located on the Lots. The Association shall maintain and keep in good repair (unless necessitated by the negligence, misuse or neglect of an Owner, in which case such cost shall be charged to such Owner) all of the following, the cost of which shall be charged to all Owners as a Common Expense: (a) The Common Areas (including, without limitations, mailboxes, curbs, gutter [not "gutter" as connected to a house roof], sidewalks, street trees, Common area landscaping features, and street lighting; (b) the Lots (including, without limitations, the grass [including but not limited to mowing and reseeding], trees and shrubs in front of homes, irrigation systems located on Lots); (c) the landscaped areas within public rights-of-way throughout the Properties; (d) landscaping on any public utility easement within the Properties (subject to the terms of an easement agreement relating thereto); (e) the cost for individual curbside household trash pick-up; and (f) such portions of any additional property within the Area of Common Responsibility as may be dictated by this Declaration or by a contract or agreement for maintenance thereof by the Association. Notwithstanding the maintenance obligations enumerated in this or any Section herein, the Association shall not be obligated to (a) remove ice and/or snow from the Sidewalks on the Lots, Open Space or Common areas, (b) remove ice and/or snow from the driveways and pathways to the mailboxes on the Lots, and (c) remove or replace trees and shrubs located on the Lots, except the Association shall maintain and keep in good repair including removing or replacing (i) the Sidewalk Trees and (ii) the trees and shrubs located on the side of Lot 16 facing Blossom Place and the side of Lot 23 facing Blossom Loop.

3. In all other respects, the Timbers Declaration shall remain unchanged and in full force and effect.

4. This Amendment shall be effective as of the date it is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

IN WITNESS WHEREOF, the Association has caused this Amendment to the Timbers Declaration to be executed and recorded on behalf of THE TIMBERS AT SUMMERFORD HOMEOWNERS ASSOCIATION, INC.

THE TIMBERS AT SUMMERFORD HOMEOWNERS ASSOCIATION, INC., a Virginia nonstock corporation

By: William L. Busch
President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Chesterfield

On this 28th day of Sept, 2022, before me the undersigned notary public, personally appeared WILLIAM L. BUSCH, President of The Timbers At Summerford Homeowners Association, Inc., a Virginia non-stock corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

Given under my hand this 28th day of September, 2022

Notary Reg. No. 7669687 Nancy Wocher Davis
Notary Public

My Commission Expires: March 31, 2024



CERTIFICATE OF THE PRESIDENT

I, the undersigned, do hereby certify that I am the duly elected and acting President of The Timbers At Summerford Homeowners Association, Inc., and the foregoing Amendment was duly adopted by the required approval of the Owners of at least 75% of the Lots, in accordance with the Timbers Declaration, as evidenced by their votes at the meeting of the Association on 28 SEPTEMBER 2022. In witness whereof, I have hereunto subscribed my name this

Date
28TH day of SEPTEMBER, 2022

By: William L Busch
President

Attest: Rebecca E Goodermuth
Secretary

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF CHESTERFIELD

On this 28TH day of SEPT., 2022, before me, the undersigned notary public, personally appeared WILLIAM L. BUSCH, President of the Timbers At Summerford Homeowners Association, Inc., a Virginia non-stock corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purpose therein contained.

Given under my hand this 28TH day of SEPTEMBER, 2022.

Notary Reg. No. 7669687

Nancy Wocher Davis
Notary Public

My Commission Expires: MARCH 31, 2024



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF CHESTERFIELD

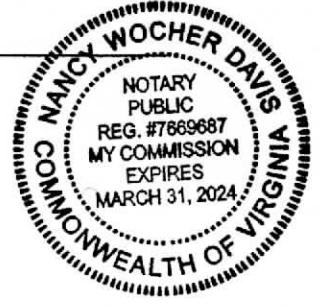
On this 28TH day of SEPTEMBER, 2022, before me the undersigned notary public, personally appeared REBECCA E. GOODERMUTH, Secretary of The Timbers At Summerford Homeowners Association, Inc., a Virginia non-stock corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

Given under my hand this 28TH day of SEPTEMBER, 2022.

Notary Reg. No. 7669687

Nancy Wocher Davis
Notary Public

My Commission Expires: MARCH 31, 2024



INSTRUMENT # 220043399
RECORDED CHESTERFIELD CIRCUIT COURT CLERK'S OFFICE
Oct 12, 2022 AT 09:49 am
WENDY S. HUGHES, CLERK by CMH
BOOK 14109 PAGE 0722 - 00725