

21.00

Instrument Control Number

[Empty box for Instrument Control Number]

Commonwealth of Virginia  
Land Record Instruments  
Cover Sheet - Form A

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[ILS VLR Cover Sheet Agent 1.0.66]

REC'D COURT CLERK  
CHESTERFIELD CO., VA.

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Date of Instrument: [7/17/2009 ]

Instrument Type: [AMEND ]

Number of Parcels [ 1 ]

Number of Pages [ 5 ]

City  County  [Chesterfield County ] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[The Timbers at Summer ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[na ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [na ]  
 (Address 1) [na ]  
 (Address 2) [na ]  
 (City, State, Zip) [na ] [VA] [na ]

Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City  County  [Chesterfield County ] Percent. in this Juris. [ 100 ]

Book [5676 ] Page [237 ] Instr. No [ ]

Parcel Identification No (PIN) [ ]

Tax Map Num. (if different than PIN) [726658546300000 ]

Short Property Description [ ]

Current Property Address (Address 1) [ ]

(Address 2) [ ]

(City, State, Zip) [ ] [ ] [ ]

Instrument Prepared by [CWMEB ]

Recording Paid for by [CWMEB ]

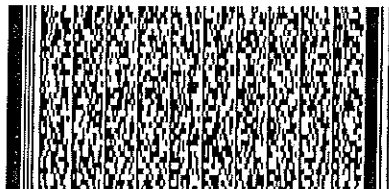
Return Recording to (Name) [Chadwick, Washington, et al. ]

(Address 1) [201 Concourse Blvd, Ste. 101 ]

(Address 2) [ ]

(City, State, Zip) [Glen Allen ] [VA] [23059 ]

Customer Case ID [ ] [ ] [ ]



Prepared by and return to:  
 Chadwick, Washington, Moriarty, Elmore & Bunn, P.C.  
 201 Concourse Blvd., Suite 101  
 Glen Allen, VA 23059  
 (804) 346-5400  
 Fax (804) 965-9919

Tax Map # 726658546300000  
 additional numbers attached as Exhibit A

**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**

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 17<sup>th</sup> day of July, 2009 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 or written consent, or any combination thereof, of not less than seventy-five percent (75%) of the Lots;" and

WHEREAS, at a duly called meeting of the Owners held on June 22, 2009, called pursuant to timely notice, a quorum of the Owners was present, in person or by proxy, and Owners of at least seventy-five percent (75%) of the Lots voted in favor of this amendment; and

WHEREAS, it is the desire of the Association to expressly remove from the Association's maintenance obligations the obligation to remove ice and snow from the concrete sidewalks located on the Lots, Common Areas and Open Space, 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"); and

WHEREAS, it is also the desire of the Association to expressly remove from the Association's maintenance obligations the obligation to remove ice and snow from the driveways and pathways to mailboxes on the Lots;

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:

1. Article II, Section 3(B) of the Timbers Declaration is hereby amended, so that the amended version of Article II, Section 3(B) of the Timbers Declaration reads, in its entirety, as follows:

*B. to provide for the maintenance and clean up of Sidewalks, except for the removal of ice and snow;*

2. Article V, Section 1 of the Timbers Declaration is amended to remove the Association's obligation related to the removal of ice and snow from the sidewalks, driveways and pathways to mailboxes, so that the amended version of Article V, Section 1 of the Timbers Declaration reads, in its entirety, as follows by the addition of the new sentence to the end of this provision, which reads 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 limitation, mailboxes, curbs, gutter [not "gutter" as connected to house roof], sidewalks, street trees, Common Area landscaping features, and street lighting; (b) the Lots (including, without limitation, the grass [including mowing and reseeding], trees and shrubs, 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 any 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, and (b) remove ice and/or snow from the driveways and pathways to the mailboxes on the Lots.*

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: [Signature]  
President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesterfield

On this 17 day of July, 2009, before me, the undersigned notary public, personally appeared Mike French, 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 17 day of July, 2009.

Notary Reg. No. 7164717 K Seay  
Notary Public

My Commission Expires: 9/30/12



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 June 22, 2009. In witness whereof, I have hereunto subscribed my name this 17<sup>th</sup> day of July, 2009.

By: [Signature]  
President

Attest: [Signature]  
Secretary

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesterfield



On this 17 day of July, 2009, before me, the undersigned notary public, personally appeared Mike French, 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 17 day of July, 2009.

Notary Reg. No. 7164717 [Signature]  
Notary Public  
My Commission Expires: 9/30/2012

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesterfield

On this 21 day of July, 2009, before me, the undersigned notary public, personally appeared Bette D Hodges, 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 21 day of July, 2009.

Notary Reg. No. 7164717 [Signature]  
Notary Public  
My Commission Expires: 9/30/2012

"Exhibit A"

726658546300000	726658617200000
726658537000000	726658645000000
726658497600000	726658574900000
726658438000000	726658504900000
726658366700000	726658435000000
726658358200000	726658365200000
726658278300000	726658295300000
726658217900000	726658235400000
726658197000000	726658165500000
726658836400000	726658147300000
726658756900000	726658095600000
726658785600000	726658128000000
726658687200000	726658144700000
726658715200000	726658812600000

INSTRUMENT #09772  
RECORDED IN THE CLERK'S OFFICE OF  
CHESTERFIELD ON  
AUGUST 20, 2009 AT 08:12PM  
JUDY L. WORTHINGTON, CLERK  
RECORDED BY: JAS