

Prepared By:
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TAX MAP NO. C0010491014 (Part)

FIRST AMENDMENT TO DECLARATION FOR
CREEK'S EDGE AT STONY POINT TOWN HOMES

M-8:45

THIS FIRST AMENDMENT TO DECLARATION FOR CREEK'S EDGE AT STONY POINT TOWN HOMES ("First Amendment") is made as of this 18 day of April, 2017, by VISTA RESIDENTIAL, LLC, a Virginia limited liability company ("Vista") (index as Grantor), and CREEK'S EDGE AT STONY POINT TOWN HOMES HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation (index as Grantee) recites and provides:

RECITALS

1. CG Stony Point Townhomes, LLC, acting as "Declarant" created certain restrictions for a subdivision known as "Creek's Edge at Stony Point Town Homes" (the "Subdivision"), which restrictions are known as the Declaration for Creek's Edge at Stony Point Town Homes and are recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia ("Clerk's Office") as Instrument Number 060041498, as amended and supplemented from time to time (the "Declaration").

2. Pursuant to the Declaration, CG Stony Point Townhomes, LLC, acting as the "Declarant" or its assigns, reserved the right to add additional real estate designated therein as Additional Land to the provisions of the Declaration and to grant additional common areas thereon to Creek's Edge at Stony Point Town Homes Homeowners Association, a Virginia non-

stock corporation (the "Association"), in connection with the development of the Subdivision and the expansion by the Declarant under the Declaration.

3. CG Stony Point Townhomes, LLC, Vista and Kelly V. Hillsman supplemented the Declaration by adding that portion of the Additional Land described as Lots 1 through 33, Section 2, Creek's Edge at Stony Point Town Homes, as shown on a plat entitled "Plat of Creek's Edge at Stony Point Town Homes, Section 2, City of Richmond, Virginia" dated June 3, 2011 and recorded in the Clerk's Office as Instrument Number 110010748 ("Section 2 Plat") as set forth in that certain First Supplemental Declaration for Creek's Edge at Stony Point Town Homes, dated January 24, 2012 and recorded January 25, 2012, in the Clerk's Office as Instrument Number 12-1511 and that certain Second Supplemental Declaration for Creek's Edge at Stony Point Town Homes, dated January 30, 2012 and recorded April 26, 2012, in the Clerk's Office as Instrument Number 12-7749.

4. CG Stony Point Townhomes, LLC has assigned and conveyed all of the Declarant's rights and obligations to Vista pursuant to that certain Assignment dated December 27, 2012 and recorded January 2, 2013 in the Clerk's Office as Instrument Number 13-22.

5. Vista further supplemented the Declaration by adding that portion of the Additional Land described as Lots 1 through 18, Section 3, Creek's Edge at Stony Point Town Homes, as shown on a plat entitled "Plat of Creek's Edge at Stony Point Town Homes, Section 3, City of Richmond, Virginia" dated August 17, 2012 and recorded on November 9, 2012 in the Clerk's Office in Plat 12, Pages 42A and 42B, as Instrument Number 120022405 ("Section 3 Plat") as set forth in that certain Third Supplemental Declaration for Creek's Edge at Stony Point

Town Homes, dated as of December 27, 2012 and recorded January 2, 2013, in the Clerk's Office as Instrument Number 13-23.

6. Vista further supplemented the Declaration by adding that portion of the Additional Land described as Lots 1 through 18, Section 4, Creek's Edge at Stony Point Town Homes, as shown on a plat entitled "Plat of Creek's Edge at Stony Point Town Homes, Section 4, City of Richmond, Virginia" dated July 8, 2013 and recorded on July 30, 2013 in the Clerk's Office in Plat 13, Pages 16A and 16B, as Instrument Number 130017009 ("Section 4 Plat") as set forth in that certain Fourth Supplemental Declaration for Creek's Edge at Stony Point Town Homes, dated as of September 3, 2013 and recorded September 10, 2013, in the Clerk's Office as Instrument Number 13-20587.

7. Vista further supplemented the Declaration by adding that portion of the Additional Land described as Lots 1 through 20, Section 5, Creek's Edge at Stony Point Town Homes, as shown on a plat entitled "Creek's Edge at Stony Point Town Homes Section 5, City of Richmond, Virginia" dated January 9, 2015 and recorded on January 12, 2015 in the Clerk's Office in Plat 15, Pages 2A and 2B, as Instrument Number 150000525 ("Section 5 Plat") as set forth in that certain Fifth Supplemental Declaration for Creek's Edge at Stony Point Town Homes, dated as of April 14, 2016 and recorded April 18, 2016, in the Clerk's Office as Instrument Number 16-6927.

8. In accordance with Section 15 of the Declaration and §55-515.1 of the Property Owners' Association Act, Code of Virginia, 1950, as amended ("Act"), at least sixty-seven percent of the Owners and fifty-one percent (51%) of the Mortgagees have approved this First

Amendment to clarify the maintenance, repair and replacement obligations of the Homeowners and Association relating to the Lots.

9. Attached as Exhibit A to this First Amendment is the certification by the President of the Association as to compliance with the procedures set forth in the Declaration and the Act for said amendment, signed and acknowledged by the President and the Secretary of the Association, as required by Section 15.2(b) of the Declaration and §55-515.1(F) of the Act .

10. The Homeowners, the Association and Vista desire to record this First Amendment to evidence said amendment of the Declaration as set forth below.

NOW, THEREFORE, the Declarant and the Association hereby amend the Declaration as follows:

AMENDMENT TO DECLARATION

1. The Declaration is hereby amended by adding the following new Section 7.2(c) to the Declaration:

Section 7.2(c). Notwithstanding any language set forth in Section 7.1 (h) or any other portion of the Declaration to the contrary, each Owner shall be responsible for (i) the cleaning, maintenance, repair, replacement and other Upkeep of all fences, windows, screens and doors (including garage and pedestrian doors) on such Owner's Lot and improvements thereon, and all interior and exterior components and parts thereof, including, without limitation, all posts, anchors, slats, bars, railings, fasteners, glass,

frames, stiles, sashes, muntins, mullions, jambs, sills, motors, belts, chains, openers, remote controllers, keys, keypads, locks, knobs, handles, hinges, and strike plates; (ii) regular cleaning and sweeping of all porches, stoops, landings, breezeways, screened porches, patios and walkways (other than lead sidewalks) located on such Owner's Lot or the improvements thereon, including, without limitation, removal of cobwebs, leaves, snow, ice and other debris, in order to maintain such areas in a clean and attractive condition; (iii) the cleaning, maintenance, repair, replacement and other Upkeep of all exterior lighting and electrical fixtures, receptacles, switches, light bulbs, timers and photo sensors mounted to such Owner's Lot or the improvements thereon; (iv) the cleaning, maintenance, repair, replacement and other Upkeep of all hose bibs and faucets attached to such Owner's Lot of the improvements thereon; (v) the cleaning, maintenance, repair, replacement and other Upkeep of all utility lines and meters and other utility apparatus serving only such Owner's Lot, whether located on such Owner's Lot or the Common Area; (vi) the cleaning, maintenance, repair, replacement and other Upkeep of the plywood or other type roof deck material and other structural members of the roofing system located under the asphalt, metal or other roofing material on such Owner's Lot and improvements thereon; (vii) the cleaning, maintenance, repair, replacement and other Upkeep of the dryer, bath, microwave, fireplace and other ductwork located on such Owner's Lot and improvements thereon; (viii) the cleaning of all exterior vents and exhausts on such Owner's Lot and improvements thereon; and (ix) damage to any structure or other improvement on a Lot caused by pests, falling trees or branches, water entering the structure or improvement from outside (even if through the siding or roof), a sewer backup or similar occurrence, wind, weather, act of God, or fire or other casualty. Owners shall be responsible for maintaining appropriate insurance

coverage for the Owner's Lot and any structures or improvements located thereon and shall be responsible for paying the deductible and filing an insurance claim where such damage or destruction would be a covered loss even if the maintenance, repair, or replacement of that portion of the structure would normally be the Association's responsibility. Notwithstanding the above, the Board may elect to repair and pay the cost of any such casualty damage provided that such damage is minor and the cost thereof is not significant when compared to the budget for the year in which such damage occurs. The replacement of any lighting, plumbing or other fixtures or materials by the Owner shall conform to the originally installed equipment or item or shall receive the prior written approval of the Covenants Committee. Painting of exterior surfaces shall be performed as determined by the Association in accordance with a schedule adopted by the Board, except for additions and alterations made by the Owner and damage caused by the Owner or deterioration resulting from the Owner's failure to timely notify the Association of a maintenance need or problem.

2. The Declaration is hereby further amended by adding the following sentence at the end of Section 8.2(1):

The applicable Design Guidelines for fences shall include the right of Owners to install approved fences that abut fences and improvements on adjoining Lots without obtaining the approval of the Owner of such adjoining Lot for such installation or any minor encroachment necessary for such installation; provided the Owner installing such abutting fence shall promptly repair any damage to such adjoining Lot or any improvements thereon caused by the installation or use of such fence.

3. The Declaration is hereby further amended by deleting the first sentence of Section 10.5(b) Required Coverage in its entirety and inserting in lieu thereof the following new first sentence: "Due to the close proximity of improvements located on the Lots, each Owner of a Lot shall obtain personal liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) and property insurance on a Special Covered Causes of Loss Form (or its equivalent) in an amount equal to one hundred percent (100%) of the then current insurable replacement cost of any improvements located on such Owner's Lot."

4. Except as amended hereby, the Declaration remains in full force and effect.

WITNESS the following signatures:

VISTA RESIDENTIAL, LLC



a Virginia limited liability company

By: [Signature]
Steven A. Middleton, Manager

STATE OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing instrument was acknowledged before me this 18 day of April, 2017, by Steven A. Middleton, the Manager of Vista Residential, LLC, a Virginia limited liability company, on behalf of the company.

[Signature]
Notary Public

My Commission Expires: 03/31/2018

Registration No.: 7609826

CREEK'S EDGE AT STONY POINT TOWN HOMES HOMEOWNERS ASSOCIATION

a Virginia nonstock corporation

By: [Signature]

Name: WILLIAM C BEILER

Its: President



STATE OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing instrument was acknowledged before me this 18th day of April, 2017, by William C Beiler, as President of Creek's Edge at Stony Point Town Homes Homeowners Association, a Virginia nonstock corporation, on behalf of the company.

[Signature]
Notary Public

My Commission Expires: 03/31/2018

Registration No.: 7609826

EXHIBIT A

CERTIFICATION OF THE PRESIDENT

The President of Creek's Edge at Stony Point Town Homes Homeowners Association hereby certifies that the requisite majority of the members of Creek's Edge at Stony Point Town Homes Homeowners Association approved the foregoing First Amendment to Declaration for Creek's Edge at Stony Point Town Homes (the "First Amendment") by signing the amendment or ratifications thereof, and that all other requirements for approval of such amendment as required by Article 15 of the Declaration for Creek's Edge at Stony Point Town Homes, which was recorded in the Clerk's Office for the Circuit Court of the City of Richmond, Virginia as Instrument Number 060041498 (the "Declaration") and §55-515.1 of the Property Owners' Association Act, Code of Virginia, 1950, as amended (the "Act"), have been met. Specifically:

- (1) As required by Article 15, Sections 15.2(a) and 15.4(c) of the Declaration, the First Amendment has been approved by the Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes entitled to be cast by Owners either signing the amendment or ratifications thereof, including a majority of the votes entitled to be cast by Owners other than the Declarant during the Declarant Control Period, and this constitutes more than the two-thirds (2/3) of the Owners whose approval is required to adopt an amendment pursuant §55-515.1 of the Act;
- (2) at least twenty-five (25) days' notice of the meeting at which the First Amendment was approved was provided to all Owners, the notice stated the purpose of the meeting and contained a copy or summary of the First Amendment, and the notice contained a copy of a proxy that could be cast in lieu of attendance at the meeting;
- (3) The First Amendment was approved by at least fifty-one percent (51%) of Mortgagees who provided the notice described in Article 13, Section 13.2 of the Declaration, provided, if a Mortgagee was notified of the proposed First Amendment by certified mail, return receipt requested and did not deliver a negative response within sixty (60) days of the date the notice was sent by the Association, such Mortgagee was deemed to have approved the First Amendment **OR** The Association has not received notice from any holder of a Mortgage to request notices from the Association pursuant to Article 13, Section 13.2 of the Declaration so there are no "Mortgagees" (as that term is defined in Article 1, Section 1.1(a)(24) of the Declaration) who must receive notice of or approve the First Amendment;
- (4) The Association has not been notified of any Mortgages guaranteed by VA or insured by FHA so the approval of FHA was not required.

{Signatures for this Certification begin on the following page.}

Attest: Karen B Bennett
Secretary

By: [Signature]
President

STATE OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing Certification was acknowledged before me this 18th day of April, 2016, by William C. Beiler, as President of Creek's Edge at Stony Point Town Homes Homeowners Association, a Virginia nonstock corporation, on behalf of the company.



[Signature]
Notary Public

My Commission Expires: 03/31/2018
Registration No.: 7609826

STATE OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing Certification was acknowledged before me this 18th day of April, 2016, by Karen B. Bennett, as Secretary of Creek's Edge at Stony Point Town Homes Homeowners Association, a Virginia nonstock corporation, on behalf of the company.



[Signature]
Notary Public

My Commission Expires: 03/31/2018
Registration No.: 7609826

CONSENT

The undersigned, beneficiary under a Deed of Trust Dated December 29, 2004 recorded in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia (the "Clerk's Office") as Instrument Number 040044127, as modified by Modification of Deed of Trust dated July 21, 2005 recorded in the Clerk's Office as Instrument Number 050014416 and by Second Modification dated April 18, 2007 recorded in the Clerk's Office as Instrument Number 070013861 and as assigned by Assignment and Assumption of Security Instrument and Loan Documents dated February 4, 2011 recorded in the Clerk's Office as Instrument Number 110002211, hereby consents and subordinates the aforesaid Deed of Trust to the Declaration, as amended and supplemented.



CET INVESTORS, LLC, a Virginia limited liability company

Steven A. Middleton, Trustee

STATE OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing instrument was acknowledged before me this 18 day of April, 2017, by Steven A. Middleton, Trustee.

Notary Public

My Commission Expires: 03/31/2018
Registration No.: 7609826

INSTRUMENT 170009319
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON
May 10, 2017 AT 08:45 AM
EDWARD F. JEWETT , CLERK
RECORDED BY: TMG