

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO ALL PROPERTY IN OAK SPRINGS PLANTATION**

THIS DECLARATION is made this 4<sup>th</sup> day of February, 2005, by CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company ("Declarant").

**WITNESSETH**

WHEREAS, Declarant is the owner and developer of certain property in the County of Amelia, Virginia, commonly known as "Oak Springs Plantation". Declarant desires to create a uniform general plan of development for Oak Springs Plantation, which will be aesthetically pleasing to the Owners, and which will foster a peaceful residential lifestyle, regulate the use of the proposed Common Areas of the Association, and preserve the attractiveness of the area. In order to protect the value and desirability of Oak Springs Plantation and promote the purpose of this Declaration, the Declarant desires to impose certain restrictive covenants, conditions, easements and affirmative obligations as hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that all of the property described on Exhibit A, attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are imposed for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I - DEFINITIONS**

As used in this Declaration, the following capitalized terms shall have the definitions as set forth below:

- 1.1 "Architectural Committee" (AC) shall mean and refer to a committee consisting of at least two (2) but not more than five (5) members appointed by the Declarant until such time as all of the property in the Development has been fully developed, improved and conveyed. Declarant may surrender the right prior to such time only by a written statement to that effect in recordable form.
- 1.2 "Act" shall mean and refer to the Virginia Property Owners' Association Act as set forth in sections 55-508 et seq. of the Code of Virginia of 1950, as amended from time to time.
- 1.3 "Additional Property" shall mean and refer to the real property described on Exhibit B attached hereto.
- 1.4 "Association" shall mean and refer to Oak Springs Plantation Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.
- 1.5 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.6 "Bylaws" shall mean and refer to the Bylaws of the Association, as adopted by the Association and amended from time to time.

1.7 "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court of the County of Amelia, Virginia.

1.8 "Common Area" shall mean and refer to all real property owned or to be owned by the Association for the common use and enjoyment of the Owners and all Common Area Easements (as defined below). Common Area shall consist of all property conveyed to the Association (by or with the consent of the Declarant during the Declarant Control Period) which is described as Common Area on any plat or other instrument recorded in the Clerk's Office. Common Area Easements shall consist of all easements reserved for the benefit of or conveyed to the Association (by or with the consent of the Declarant during the Declarant Control Period) for the common use, benefit and enjoyment of all Owners, which Common Area Easements affect property described as Common Area Easement on any plat or other instrument recorded in the Clerk's Office.

1.9 "Declarant" shall mean and refer to Carr, McMinn, Norwood & Smith, LLC, its successors and assigns.

1.10 "Declarant Control Period" shall be the period beginning upon the recordation hereof and terminating on the earlier of (a) fifteen (15) years thereafter, (b) the sale of one hundred percent (100%) of the Lots, or (c) at such earlier time as specified in a written instrument in recordable form made by Declarant and delivered to the Association.

1.11 "Declarant's Utility Rights" shall mean and refer to the following:

(a) the exclusive, perpetual, alienable and assignable powers and easements hereby reserved to go on, over and under that portion of each Lot, the Common Area, and the Additional Area (i) as Declarant shall deem necessary for the establishment of drainage ways across such property and (ii) within twenty (20) feet of the right of way line or boundary line of any public or private right of way and within seven and one-half (7 1/2) feet of any other boundary line of such Lot, Common Area, and Additional Property to construct, maintain, replace and use utility lines and facilities and drainage ways, provided, however, that such rights shall not unreasonably interfere with the construction of structures in compliance with the AC Standards on the buildable area of any Lot. These rights shall include the right to cut any trees, bushes or shrubbery, and the right to make any gradings of the soil or take any similar action reasonable necessary to provide and extend any utilities and convenience. Each Owner, by accepting a deed for a Lot, agrees to execute any instrument required by the Declarant for the purpose of granting to any third party the easements and/or right reserved to Declarant hereunder; and

(b) the exclusive and alienable right to establish roadways and other means of vehicular and pedestrian ingress and egress throughout the Development; and

(c) all other rights reserved to the Declarant herein or in any subdivision plat or other easement agreement.

The Declarant's Utility Rights shall continue to remain vested exclusively in the Declarant even after such time as the Declarant has conveyed some or all of its other rights title and interest in and to the Lots and all other portions of the Development, unless specifically assigned or conveyed as provided herein.

1.12 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Oak Springs Plantation Subdivision.

1.13 "Development" shall mean and refer to that certain real property described on Exhibit A hereto, and any additions which are annexed thereto pursuant to Article IX Section 4 of this Declaration.

1.14 "Lot" shall mean and refer to any Lot depicted on any subdivision plat approved by the County of Amelia, Virginia, and recorded in the Clerk's Office which effects a subdivision of any land within Development and upon which a single family detached residential dwelling unit may be constructed. The definition of "Lot" shall not include any area depicted or described on any subdivision plat of Survey as "Common Area".

1.15 "Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons or entities, of the fee simple title to any Lot, including builders and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.16 "Plat" shall mean and refer to those certain plats of survey made by Bruce Robertson, Land Surveyor, entitled "Oak Springs Plantation, Section 1, Giles District, Amelia County, Virginia," dated October 21, 2004, with revisions through January 24, 2005, and "Oak Springs Plantation, Section 3, Giles District, Amelia County, Virginia," dated December 2, 2004, with revision through January 24, 2005, which plats are recorded in the Clerk's Office in Plat Cabinet C, Slide \_\_\_\_\_, et seq.

## ARTICLE II - COMMON AREA AND COMMON AREA EASEMENTS

2.1 Each portion of the Common Area shall be deemed to have been created as Common Area on the later of (a) the date the subdivision plat or other plat first depicting and describing such portion as Common Area is recorded in the Clerk's Office, or (b) the date that the Common Area is annexed to the Development and the Jurisdiction of this Declaration.

2.2 Any portion of the Common Area may be conveyed to the Association at any time after or contemporaneously with its creation, and the Association shall be bound to accept any property conveyed to it by or with the consent of the Declarant as Common Area.

2.3 Property rights in Common Area will be defined upon the creation thereof.

2.4 DECLARANT EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT COMMON AREA WILL BE INCLUDED AS A PART OF THE DEVELOPMENT NOW OR WITH RESPECT TO ADDITIONAL PROPERTY IN THE FUTURE.

### ARTICLE III - MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

3.1 Every owner shall be a member of the Association. The foregoing does not include persons or entities which hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 Each Owner shall be entitled to cast one (1) vote for each Lot owned.

3.3 During the Declarant Control Period, the Declarant shall have the sole and absolute right to appoint the members of the Board of Directors. Upon the expiration of the Declarant Control Period, the Owners shall be entitled to elect a new board of directors of the Association, as provided in the Bylaws.

3.4 For purposes of this Declaration, an Owner shall be entitled to cast the votes to which such Owner is allotted either in person or by proxy at any meeting of the Owners, unless such member is not in good standing and his voting rights have been suspended.

### ARTICLE IV - ASSESSMENTS

4.1 The Association may make provisions for the assessment of Owners for the recreation, health, safety and welfare of the residents of the Development.

4.2 The provisions of the Act will not apply to this Development.

### ARTICLE V - ARCHITECTURAL CONTROL

5.1 No improvements, alterations, changes in color, major landscaping, flag poles, fences, or other work (including clearance of trees and vegetation) which in any way alters the exterior appearance of any Lot or the exterior of any improvement located thereon shall be made or done until the plans and specifications, including the site plan for well and septic system, dwelling unit and all other improvements to be on the Lot (the "Plan and Specifications") shall have been approved in writing by the Architectural Committee (AC) as to harmony of external design and location in relation to surrounding structures and topography. If the AC fails to approve or disapprove the Plans and Specifications within forty-five (45) days after the Plans and Specifications have been received by it, approval will not be required and the Owner will be deemed to have complied fully with this Section.

5.2 The AC shall prepare and promulgate the "Building and Architectural Standards (referred to herein as the "AC Standards") which shall include the AC submission and review procedure and design guidelines with respect to all of the improvements to be constructed on each Lot. Upon the expiration of the Declarant Control Period, the AC shall have the sole and exclusive authority to prepare and amend the AC Standards, subject to the approval of the Board of Directors.

5.3 Except as otherwise provided herein, the following standards shall apply to all Lots in the Development and are hereby made a part of the AC Standards.

(a) No building of any kind whatsoever shall be erected or maintained on any Lot except for (i) one (1) residential dwelling unit; and (ii) such other

accessory buildings and improvements as shall be incidental thereto and approved by the AC.

(b) The residential dwelling unit constructed on each Lot (excluding attached, covered or uncovered porches, decks, breezeways, garages, attics and non-habitable basements) shall equal or exceed the following size requirements, except Lots fronting on Genito Road:

- (i) Residential dwelling units, 2000 square feet, with 1200 square feet on first floor except in (iii) below;
- (ii) Ranchers with attached garage, 1800 square feet, except in (iii) below;
- (iii) All dwellings having frontage on Genito Road, 2500 square feet with a minimum of 1500 square feet on the first floor.

These minimum size requirements may be increased or decreased by the AC (subject to the Declarant's prior written consent during the Declarant Control Period) as to one or more Lots to take into account the size and configuration of Lots, the topographic conditions on Lots, or other factors which the AC deems relevant. During the Declarant Control Period, the Declarant may, without the approval of the AC or the Association, increase or decrease these minimum size requirements as to one or more Lots to take into account factors which Declarant deems relevant.

(c) All exposed foundations of any structure erected on a Lot shall be covered with a veneer of brick or stone or other material approved by the AC. No exposed concrete block or cinder block foundations shall be permitted.

(d) No front entry garages are permitted.

(e) The roof pitch of each residential dwelling unit, excluding covered porches and garages, shall have a minimum rise of eight inches (8") per foot or as design approved by AC. All shingles shall be dimensional or equivalent, with approval of the color by AC.

(f) Each residential dwelling unit must have some exterior appurtenances such as covered stoops and/or porches, garages and/or decks. No screened-in front or side porches or stoops will be allowed. Front porches must be concrete; all steps and columns must be brick.

(g) No fences in front yards are permitted except for Lots 10 acres or larger. All fencing on State Route 604 shall be four (4) board treated wood painted black to match the fence along the Boulevard entrance. All fences shall be subject to the approval of the AC.

(h) No trees with a diameter of five (5) inches or more may be cleared from any Lot without the prior written permission of the AC unless dead or diseased. However, trees within twenty (20) feet of the residential dwelling unit to be constructed on each Lot may be cleared. Also trees may be cleared to the

extent necessary to install and maintain the septic system serving each Lot. All trees shall be cut within four (4) inches of ground level.

(i) No external illumination on any Lot shall be of such a character or intensity or so located as to interfere with any other Owner's use or enjoyment of his Lot. All external lighting must be approved by the AC as to size and intensity.

(j) The location of all swimming pools must be approved by the AC and the AC may require that pools be screened from view from adjacent property and/or the public. No above ground swimming pools are permitted.

(k) All driveways on Lots shall be surfaced with a material approved by the AC. Driveway culverts shall be installed for each Lot in accordance with Virginia Department of Highway and Transportation (VDH&T) requirements and shall not be relocated without written approval from the AC.

(l) No structure of a temporary character, including but not limited to tents, trailer homes, shacks or other outbuildings, shall be located upon any Lot at any time. This restriction shall not apply to temporary sales offices or facilities used or owned by Declarant.

(m) During the construction of any structures on a Lot, the Lot shall be maintained in a clean and uncluttered condition, free of any unnecessary accumulation of waste and building debris. All contractors shall store equipment, machinery and toilet facilities on the Lot in inconspicuous a place as is practical.

(n) Each Owner shall prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on his Lot. All improvements on each Lot shall be kept in good repair and, where necessary, painted on a regular basis. All lawns shall be mowed on a regular basis as needed, from the house to the road. No portion of the Development shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other waste shall be kept in sanitary receptacles. All such sanitary receptacles shall be maintained in a neat and orderly manner in a screened area in which all fuel tanks and similar receptacles, electric and gas meters, air conditioning equipment, clothes lines and other unsightly objects must be placed or stored to conceal them from view from adjacent property, rights of way and Common Area.

(o) Each residential dwelling unit constructed on a Lot shall be connected to (i) a private septic system designed and installed in conformance with the standards established by the State Health Department. The location of all wells and septic systems shall be subject to AC approval.

(p) No signs of any kind shall be displayed for public view on any Lot except (i) One sign not exceeding four (4) square feet in area used for the purpose of advertising the Lot for sale or rent; (ii) one (1) sign not exceeding three (3) square feet in area which identifies the resident occupying the Lot, the name of the Lot, or both, and (iii) signs approved by Declarant during such time that Declarant owns the Lot.

(q) No television antenna, radio receiver or sender or other similar device shall be attached to or installed on any Lot except as follows: (i) The Declarant or the Association may install equipment necessary for a master

antenna system, community antenna television ("CATV") and mobile radio systems or similar systems within the Development; and (ii) if CATV services are unavailable and good television reception is not otherwise available, an Owner may apply to the AC in writing for permission to install a television antenna, satellite dish antenna or other antenna and such permission shall be granted or denied in the sole discretion of the AC. Any approved satellite dish antenna located on a Lot shall be adequately screened from view from adjacent properties in accordance with the AC Standards.

(r) No building, structure, improvement, or accessory use (except fences) of any kind whatsoever shall be erected or maintained on any Lot within twenty (20) feet of any side lot line or within one hundred (100) feet of the front lot line; provided, however, that the AC may approve a variance of these setback lines upon a showing of necessity due to unusual topography or lot configuration.

(s) No aboveground improvements, accessory to a residential dwelling unit (except fences) shall be constructed on any Lot prior to the commencement of construction of the residential dwelling unit on such Lots.

(t) All utility service to the residential dwelling unit and to other accessory buildings, including propane tanks, shall be installed underground.

(u) All mailboxes will be uniform throughout the subdivision as to maintain size, shape and color.

5.4 The approval by the AC of any Plans and Specifications for any work done as proposed, or in connection with any other matter requiring the approval and consent of the AC shall not be construed as or deemed to be a waiver of any right to withhold approval or consent as to any similar proposals or Plans and Specifications submitted for review and approval.

5.5 The AC is not intended to have among its members any architects, engineers, contractors or other construction related experts. The AC shall review Plans and Specifications as to harmony of external design and location in relation to existing structures. Any approval given or objections withheld as to any Plans and Specifications shall in no way constitute a warranty or endorsement of (a) the technical soundness of the Plans and Specifications, whether as to the entire structure or the components thereof, or (b) the compliance of the Plans and Specifications with applicable laws, building codes and regulations.

5.6 The AC may authorize variances from compliance with any of the provisions of the AC standards when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the AC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

## ARTICLE VI - USE RESTRICTIONS

6.1 No Lot contained in Oak Springs Plantation subdivision may be further subdivided so as to create another residential Lot.

6.2 All Lots shall be used for single family residential purposes only, except that Lot Nos. 4, 5, 6, 7 and 8 containing at least 10 acres each may be rezoned commercial. No Lot shall at any time be used or occupied for the manufacture, distribution or sale of any articles or for any commercial purpose of any kind or character whatsoever or for the carrying on of any business such as hotel, motel, rooming house or boarding house. Incidental home occupations and the home office of a member of a recognized or licensed profession are permitted so long as such activities are conducted solely by resident occupants in their place of abode and provided that no more than one-fourth of the square footage of one floor of the dwelling shall be used for such purpose. Home occupation shall not include beauty parlors, barber shops, day care centers, convalescent or nursing homes, massage or similar establishments offering services to the general public.

6.3 All dwellings will be required to have drilled wells.

6.4 No nuisance or violation of the Zoning Ordinance of the County of Amelia shall be permitted or maintained upon any Lot, nor shall any poultry, hogs, cattle or other livestock be kept thereon except that no more than three horses may be kept on Lots containing at least 10 acres and no more than ten (10) horses on Lots containing 30 acres or more. No more than four household pets, e.g. dogs and cats may be kept as pets by the owners and dogs must be confined to a fenced area. No vicious dogs shall be allowed or kept.

6.5 Minor agricultural pursuits incidental to the residential use of the Lots shall be permitted provided that such pursuits may not include the raising of crops for sale to others.

6.6 No disabled vehicles, vehicles without a current state license or state inspection sticker, machinery or other equipment shall be kept on or adjacent to any Lot unless kept within a garage. No repairs of vehicles shall be permitted on any Lot, except in a garage. This covenant shall not apply to vehicles and equipment used in connection with construction upon Lots, while such construction is in progress, or in connection with the development of the Development. Boats, boat trailers, campers, and any other recreational vehicles, if not stored in a garage shall be kept in the rear of the Lot and screened from public view. Parking is prohibited on public rights of way, except in emergencies.

6.7 The subdivision plats of survey will reflect a fifty (50) foot wide natural vegetative buffer along the outside boundary of all Lots from which no trees will be removed unless dead or diseased or without approval of the Amelia County Director of Planning for utility easements, fences, roads and the placement of wells and septic systems, if no alternate site is available.

6.8 The subdivision plats of survey will reflect natural stream buffers fifty (50) feet in width on both sides of all regularly flowing streams in the subdivision. These buffers shall remain undisturbed except for (1) roads, utility easements, fences and drainage easements which should cross such buffer generally at right angles and (2) for the creation of ponds.



6.9 All holiday decorations shall be removed and stored within 30 days after the holiday has passed and may not be displayed more than 30 days prior to a holiday.

6.10 No four wheelers, ATV's, dirt bikes, go-carts, or mini-bikes may be operated in the subdivision except on Lots 30 acres or larger, in size.

6.11 No commercial vehicles may be parked on any Lot in the subdivision unless such vehicle is not visible from the street or unless the Lot is 10 acres or larger, in size.

6.12 No artificial vegetation, exterior sculpture fountains, birdbaths, birdhouses or other decorative embellishments shall be permitted in the front or side yards of any Lot, unless approved by AC.

6.13 No jungle gyms, swing sets, basketball goals or similar playground equipment may be erected or installed on any Lot, except in the rear yard.

6.14 Trash cans for trash pickup should not be put in the street before dusk on the day before pickup and should be stored out of sight the same day following pickup.

6.15 Declarant, during the Declarant Control Period, or thereafter, the Association, may waive, modify or rescind any one or more of the covenants and restrictions imposed in this Article, in whole or in part, as to all of the Development or any part thereof, by written instrument in recordable form evidencing such waiver, modification or rescission. A waiver, modification or rescission made by the Declarant or the Association of any Covenant or Restriction as to any part of the Development shall not be deemed a waiver, modification or rescission as to any other covenant or restriction or its application to any other part of the Development. Any waiver, modification or rescission of the covenants and restrictions imposed in this Article made by the Association shall be approved by Owners entitled to cast at least two thirds (2/3) of the votes entitled to be cast by all of the Owners.

#### ARTICLE VII – USE OF PONDS

7.1 The Ponds in the Development shall be used solely for the purpose of boating, sailing, canoeing, fishing, ice-skating, related sports or similar recreational uses. Use of the Ponds shall be limited to the owners of the Lots adjoining such Ponds, their immediate in residence family and guests. Guests must be accompanied by the Lot owner or a member of his/her immediate in residence family.

7.2 The following restrictions apply to the use of the Ponds:

(a) No boat, watercraft, or flotation device of any kind shall be permanently anchored or stored on the Ponds.

(b) Only oars, paddles, sails, or electric motors shall be allowed as propulsion for watercraft on the Ponds. No gasoline-powered or other internal combustion engine, either inboard or outboard, shall be permitted. Electric motors shall be of a size and voltage that will not endanger or interfere with other persons on the Pond.

(c) No pier, net, stake, line, springboard, or any other structure shall be constructed on or in any way maintained within the Ponds except with prior approval of the Board.

(d) No commercial use shall be made of the Ponds.

(e) No livestock shall have access to the Ponds.

(f) No bottles, trash, cans, garbage, or refuse of any kind shall be put or placed on the Ponds or kept on, in, or near the Ponds.

7.3 No activity on or about the Ponds shall result in a nuisance or an annoyance to the adjoining Lot owners.

7.4 Each Lot owner who owns a lot that fronts on, is contiguous with or includes a Pond shall be responsible for maintenance of that Pond. Maintenance of the Ponds shall include, but not be limited to, maintenance of the dam that supports the Pond and removal of silt that may build up in the Pond. Maintenance costs shall be shared by the Lot owners in proportion to their shoreline along the Pond. Routine maintenance of the Pond shall be done upon the concurrence of each of the Lot owners who have responsibility for that maintenance. Emergency maintenance may be undertaken by any of the Lot owners. In the case of emergency maintenance, the Lot owner who undertakes the emergency maintenance shall present an invoice for the cost of that maintenance to the other Lot owners who are responsible for maintenance of the Pond, and the other Lot owners shall reimburse the Lot owner their share of the costs for that emergency maintenance who undertook the emergency maintenance within thirty (30) days of presentation of such invoice.

7.5 The Declarant, its successors and assigns, may install a dry hydrant adjacent to the Ponds and withdraw water for fire suppression and control.

7.6 The Declarant shall have shared maintenance responsibility for each of the Ponds so long as the Declarant owns Lots which front on, are contiguous with or include such Pond. Upon the sale of all the Lots which front on, are contiguous with or include such Pond, Declarant shall have no further responsibility for maintenance.

#### ARTICLE VIII - ENFORCEMENT

8.1 The Declarant, the Association or any Owner shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration or any amendment thereto. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

8.2 Failure by the Declarant, the Board of Directors, the Association or any Owner to enforce any covenant or restriction herein contained shall not be construed or deemed a waiver of the right to do so thereafter.

## ARTICLE IX - GENERAL PROVISIONS

9.1 IT SHOULD BE EXPRESSLY UNDERSTOOD THAT THIS SUBDIVISION LIES ADJACENT TO LAND ON WHICH INTENSIVE DAIRY OR LIVESTOCK OPERATIONS EXISTS OR MAY EXIST IN THE FUTURE.

9.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

9.3 The following provisions relate to the duration of this Declaration and the amendment thereof:

(a) The provisions of this Declaration shall run with the land and bind the Development for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a vote of the Owners entitled to cast not less than seventy-five percent (75%) of the votes entitled to be cast by all of the Owners. This Declaration may be amended by an instrument approved by the Owners entitled to cast not less than seventy five percent (75%) of the votes entitled to be cast by all Owners. Any amendment or termination to be effective must (i) be executed by the president of the Association and be attested to by the secretary of the Association, (ii) have attached to it the sworn affidavit of the secretary of the Association stating that the amendment or termination was approved by the required number of votes of the Owners, and (iii) be recorded in the Clerk's Office.

(b) Notwithstanding subsection (a) above, during the Declarant Control Period, the Declarant may unilaterally record amendments to this Declaration in the Clerk's Office to (i) effect the annexation of additional property as provided in Section 4 of this Article; (ii) effect technical deletions, additions and revisions to this Declaration which correct, clarify or further the intent of this Declaration but which do not alter the substantive rights of the Owners; (iii) release from this Declaration, and terminate this Declaration as to any portion of the Development which is not a Lot or Common Area; (iv) comply with the requirements as modified from time to time of the Federal Home Loan Mortgage Corporation and/or the Federal National Mortgage Association, including, without limitation, insurance and maintenance requirements with respect to the Common Area. Further, prior to the expiration of the Declarant Control Period, neither this Declaration nor the Standards shall be amended or terminated without the Declarant's prior written consent.

9.4 The following provisions relate to future annexation:

(a) The Additional Property, or any portion thereof, may be annexed to the Development from time to time and at any time prior to the expiration of the Declarant Control Period, by the Declarant, or its successors in title as to such property, by recording a "Declaration of Annexation" in the Clerk's office subjecting the property to be annexed to the terms hereof. Upon recordation of the Declaration of Annexation, the property annexed shall be subject to and entitled to the burdens and benefits created by this Declaration. Such annexation shall not require the approval of the Owners. Nothing in this Declaration shall be construed to (i) require Declarant, or any successor, to develop any portion of the

Additional Property, or (ii) prohibit Declarant from rezoning or developing any portion of the Development, the Additional Property or any property owned by the Declarant in the vicinity of the Development as it determines in its sole discretion. **DECLARANT EXPRESSLY DISCLAIMS ANY WARRANTY, OR REPRESENTATION THAT THE ADDITIONAL PROPERTY SHALL BE DEVELOPED AS PART OF OR INCORPORATED INTO THE DEVELOPMENT.** Declarant reserves the right to alter the boundaries of any adjacent Lots owned by Declarant or the boundaries of any Lot owned by the Declarant and Adjacent to Common Area prior to such time that the Common Area is conveyed to the Association.

(b) Subject to the consent of the owner thereof, the Association may annex real property which is part of or in addition to the Additional Property, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the approval of a majority of the votes entitled to be cast by all of the Owners, and, prior to the expiration of the Declarant Control Period, the prior written consent of the Declarant. Annexation shall be accomplished by recording in the Clerk's Office a Declaration of Annexation describing the property being annexed. Any such Declaration of Annexation shall (i) be signed by the president and attested to by the secretary of the Association, by the Declarant if the Declarant's consent is required, and by the owner of the property being annexed, and (ii) have attached to it the sworn affidavit of the secretary of the Association stating that the Declaration of Annexation was approved by the requisite number of votes of the Owners. Any such annexation shall be effective upon recording unless otherwise provided therein.

(c) Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit A or Exhibit B which upon conveyance or dedication to the Association shall be accepted by the Association as Common Area, and thereafter shall be maintained by the Association at its expense for the benefit of all the Owners.

(d) Any Declaration of Annexation recorded pursuant to this Article may contain such supplementary and additional covenants as may be necessary or convenient to reflect the different characteristics, if any, of the Additional Property or other property to be annexed to the Development.

(e) This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibit A or Exhibit B attached hereto.


9.5 Any or all of the rights and obligations reserved to the Declarant in this Declaration may be transferred to other parties, provided that no such transfer shall be effective unless it is pursuant to a written instrument signed by the Declarant and duly recorded in the Clerk's Office.

9.6 This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. To the extent this Declaration contains provisions relating to elements or property which are not presently a part of the Development, such provisions shall not be deemed applicable unless and until such time, if ever, that such elements or such property becomes a part of the Development by the annexation of such property or the construction of such elements, or both. Whenever used, as

appropriate, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

In Witness Whereof, the Declarant has caused this Declaration to be executed in its name, pursuant to due authority.

CARR, MCMINN, NORWOOD & SMITH, LLC,  
a Virginia Limited Liability Company

BY:  (SEAL)  
JONATHAN S. CARR, Member

BY:  (SEAL)  
RICHARD W. MCMINN, III, Member

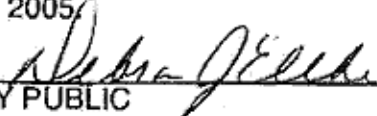
BY:  (SEAL)  
STEVEN BAIRD NORWOOD, Member

BY:  (SEAL)  
RICHARD W. SMITH, Member

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 9th day of February, 2005, by Jonathan S. Carr, Member.

My commission expires: April 30, 2005

  
NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 9th day of February, 2005, by Richard W. McMinn, III, Member.

My commission expires: April 30, 2005

  
NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 9th day of February, 2005, by Steven Baird Norwood, Member.

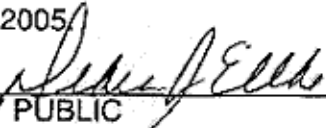
My commission expires: April 30, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 9th day of February, 2005, by Richard W. Smith, Member.

My commission expires: April 30, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A  
WITH  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO ALL PROPERTY IN OAK SPRINGS PLANTATION**

Lot Nos. 1, 2, 3, 4, 5, 6, 7, and 8 in Section 1 of Oak Springs Plantation as shown and described by subdivision plat of survey made by Bruce Robertson, Land Surveyor, dated October 21, 2004, with revisions through January 24, 2005, and recorded in the Amelia County Circuit Court Clerk's Office in Plat Cabinet C, Slide \_\_\_\_\_, and Lot Nos. 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 in Section 3 of Oak Springs Plantation as shown and described by subdivision plat of survey made by Bruce Robertson, Land Surveyor, dated December 2, 2004, with revisions through January 24, 2005, and recorded in the Amelia County Circuit Court Clerk's Office in Plat Cabinet C, Slide \_\_\_\_\_.

EXHIBIT B  
WITH  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO ALL PROPERTY IN OAK SPRINGS PLANTATION

All that certain tract of land in Giles District, Amelia County, Virginia, containing 558 acres, more or less, fronting on the East side of State Route 604, and being more fully described by plat of survey made by Bruce D. Robertson, Land Surveyor, dated May 7, 2004, which plat of survey is recorded in the Amelia County Circuit Court Clerk's Office in Plat Cabinet C, Slide 83-G.

LESS AND EXCEPT 181.85 acres of land shown and described as Section 1 and Section 3 of Oak Springs Plantation Subdivision on the subdivision plat of survey made by Bruce Robertson, Land Surveyor, dated October 21, 2004, with revisions through January 24, 2005, (Section 1), and recorded in the Amelia County Circuit Court Clerk's Office in Plat Cabinet C, Slide \_\_\_\_\_, and the subdivision plat of survey dated December 2, 2004, with revisions through January 24, 2005, (Section 3) and recorded in the Amelia County Circuit Court Clerk's Office in Plat Cabinet C, Slide \_\_\_\_\_.

Being the residue of the land conveyed to Carr, McMinn, Norwood & Smith, LLC, a Virginia Limited Liability Company, by deed from Mendel Farms, Inc., a New York Corporation, dated June 1, 2004, and recorded in the aforesaid Clerk's Office in Deed Book 271, page 3047.



**AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO ALL PROPERTY IN OAK SPRINGS PLANTATION**

THIS AMENDMENT TO DECLARATION is made this 6<sup>th</sup> day of June, 2005, by CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company ("Declarant").

**WITNESSETH**

A. Article V Architectural Control 5.1 is amended as follows:

5.1 No improvements, alterations, changes in color, major landscaping, flag poles, fences, or other work (including clearance of trees and vegetation) which in any way alters the exterior appearance of any Lot or the exterior of any improvement located thereon shall be made or done until the plans and specifications, including the site plan for well and septic system, dwelling unit and all other improvements to be on the Lot (the "Plan and Specifications") shall have been approved in writing by the Architectural Committee (AC) as to harmony of external design and location in relation to surrounding structures and topography. If the AC fails to approve or disapprove the Plans and Specifications within forty-five (45) days after the Plans and Specifications have been received by it, approval will not be required and the Owner will be deemed to have complied fully with this Section. All builders must be approved by the AC.

B. Article VI - Use Restrictions - 6.2 is amended as follows:


6.2 All Lots shall be used for single family residential purposes only, except that Lot Nos. 5 and 6 may be used for commercial purposes and such use may require rezoning. If Lot Nos. 5 and 6 are used for commercial purposes, this Declaration shall not apply to those Lots and the owners will not be members of the Oak Springs Plantation Homeowners Association.

Except as provided above, no Lot shall at any time be used or occupied for the manufacture, distribution or sale of any articles or for any commercial purpose of any kind or character whatsoever or for the carrying on of any business such as hotel, motel, rooming house or boarding house. Incidental home occupations and the home office of a member of a recognized or licensed profession are permitted so long as such activities are conducted solely by resident occupants in their place of abode and provided that no more than one-fourth of the square footage of one floor of the dwelling shall be used for such purpose. Home occupation shall not include beauty parlors, barber shops, day care centers, convalescent or nursing homes, massage or similar establishments offering services to the general public.

C. All other provisions of the Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Oak Springs Plantation dated February 4, 2005, and recorded in the Amelia County Circuit Court Clerk's Office in Deed Book 272, page 4103, continue in full force and effect.

In Witness Whereof, the Declarant has caused this Amendment to the Declaration to be executed in its name, pursuant to due authority.

CARR, MCMINN, NORWOOD & SMITH, LLC,  
a Virginia Limited Liability Company

BY:  (SEAL)  
JONATHAN S. CARR, Member

BY:  (SEAL)  
RICHARD W. MCMINN, III, Member

BY:  (SEAL)  
STEVEN BAIRD NORWOOD, Member

BY:  (SEAL)  
RICHARD W. SMITH, Member

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 10<sup>th</sup> day of June, 2005, by Jonathan S. Carr, Member.

My commission expires: 12/31/2005

  
NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 10<sup>th</sup> day of June, 2005, by Richard W. McMinn, III, Member.

My commission expires: 12/31/2005

  
NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 1<sup>st</sup> day of June, 2005, by Steven Baird Norwood, Member.

My commission expires: 12/31/2005

  
NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 6<sup>th</sup> day of June, 2005, by Richard W. Smith, Member.

My commission expires: 12/31/05

  
NOTARY PUBLIC

DEED BOOK 273 PAGE 8529

NO. 05 3130  
RETURN \_\_\_\_\_  
TO \_\_\_\_\_  
DATE \_\_\_\_\_

Prepared By: Thomas Stark, III

**SECOND AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO ALL PROPERTY IN OAK SPRINGS PLANTATION**

THIS SECOND AMENDMENT TO DECLARATION is made this 30<sup>th</sup> day of November, 2005, by CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company ("Declarant").

**WITNESSETH**

A. Article V – Architectural Control 5.2 is amended as follows:

5.2 The AC shall prepare and promulgate the "Building and Architectural Standards" (referred to herein as the "AC Standards") which shall include the AC submission and review procedure and design guidelines (including "Builder Guidelines") with respect to all of the improvements to be constructed on each lot. Upon the expiration of the Declarant Control Period, the AC shall have sole and exclusive authority to prepare and amend the AC Standards, subject to the approval of the Board of Directors.

B. Article V - Architectural Control 5.3(e) is amended as follows:

5.3(e) The roof pitch of each residential dwelling unit, excluding covered porches and garages, shall have a minimum rise of eight inches (8") per foot or as design approved by AC. All shingles shall be dimensional or equivalent, with approval of the color by AC. All residential dwelling units must have a minimum of a 12 inch gable overhang except on dormers which must have a minimum of a 6 inch gable overhang.

C. Article V – Architectural Control 5.3 (l) is amended as follows:

5.3 (l) No structure of a temporary character, including but not limited to tents, trailer homes, shacks, or other outbuildings, shall be located upon any Lot at any time. Portable storage units are allowed for 30 days after moving in date and 30 days before moving out date. This restriction shall not apply to temporary sales offices or facilities used or owned by Declarant.

D. All other provisions of the Declaration of Covenants, Conditions and Restrictions Applicable to All Property in Oak Springs Plantation dated February 4, 2005, and recorded in the Amelia County Circuit Court Clerk's Office in Deed Book 272, page 4103, and the Amendment to Declaration of Covenants, Conditions and Restrictions Applicable to all Property in Oak Springs Plantation dated June 6, 2005, and recorded in the aforesaid Clerk's Office in Deed Book 273, page 491, continue in full force and effect.

BOOK 0273 PAGE 8530

In Witness Whereof, the Declarant has caused this Amendment to the Declaration to be executed in its name, pursuant to due authority.

CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company

BY: [Signature] (SEAL)  
JONATHAN S. CARR, Member

BY: [Signature] (SEAL)  
RICHARD W. MCMINN, III, Member

BY: [Signature] (SEAL)  
STEVEN BAIRD NORWOOD, Member

BY: [Signature] (SEAL)  
RICHARD W. SMITH, Member

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 30<sup>th</sup> day of November, 2005, by Jonathan S. Carr, Member.

My commission expires: 12/31/2005

[Signature]  
NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 30<sup>th</sup> day of November, 2005, by Richard W. McMinn, III, Member.

My commission expires: 12/31/2005

[Signature]  
NOTARY PUBLIC

BOOK 0273 PAGE 8531

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 30<sup>th</sup> day of November, 2005, by Steven Baird Norwood, Member.

My commission expires: 12/31/2005

*Laurie D. Pettigrew*  
NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 30<sup>th</sup> day of November, 2005, by Richard W. Smith, Member.

My commission expires: 12/31/2005

*Laurie D. Pettigrew*  
NOTARY PUBLIC

INSTRUMENT #050003133  
RECORDED IN THE CLERK'S OFFICE OF  
AMELIA ON  
DECEMBER 31 2005 AT 09:25AM  
MARTLYN L. WILSON, CLERK  
*Shawn D. Lester*  
RECORDED BY: GAE

NR0275 0003634

NO. 2006-2584  
RETURN \_\_\_\_\_  
TO \_\_\_\_\_  
DATE \_\_\_\_\_

Prepared By: Thomas Stark, III

**THIRD AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO ALL PROPERTY IN OAK SPRINGS PLANTATION**

THIS SECOND AMENDMENT TO DECLARATION is made this 27<sup>th</sup> day of September, 2006, by CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company ("Declarant").

**WITNESSETH**

A. Article V – Architectural Control 5.3(b) is amended as follows:

5.3 (b) The residential dwelling unit constructed on each Lot (excluding attached, covered or uncovered porches, decks, breezeways, garages, attics and non-habitable basements) shall equal or exceed the following size requirements:

2500 square feet with a minimum of 1500 square feet on the first floor in the case of a two story dwelling.

These minimum size requirements may be increased or decreased by the AC (subject to the Declarant's prior written consent during the Declarant Control Period) as to one or more Lots to take into account the size and configuration of Lots, the topographic conditions on Lots, or other factors which the AC deems relevant. During the Declarant Control Period, the Declarant may, without the approval of the AC or the Association, increase or decrease these minimum size requirements as to one or more Lots to take into account factors which Declarant deems relevant.

B. Article V – Architectural Control 5.3 (c) is amended as follows:

5.3 (c) All exposed foundations of any structure erected on a Lot shall be covered with a veneer brick or stone or other material approved by the AC. No exposed concrete block or cinder block foundations shall be permitted. This applies to accessory buildings 120 square feet or larger in size.

C. Article V – Architectural Control 5.3 (d) is amended as follows:

5.3 (d) No front entry garages are permitted. Front entry garages may be permitted with AC approval on detached garages that are built in the rear yard.

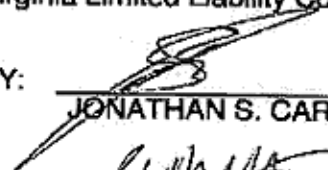
D. Article VI – Use Restrictions 6.10 is amended as follows:

6.10 No four wheelers, ATV's, dirt bikes, go-carts, or mini-bikes may be operated in the subdivision except on Lots 30 acres or larger, in size. No operation is permitted within 100 feet of adjoining lots.

BOOK 0275 PAGE 3635

In Witness Whereof, the Declarant has caused this Amendment to the Declaration to be executed in its name, pursuant to due authority.

CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company

BY:  (SEAL)  
JONATHAN S. CARR, Member

BY:  (SEAL)  
RICHARD W. MCMINN, III, Member

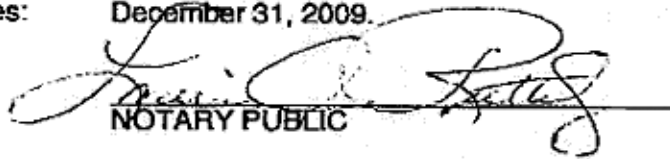
BY:  (SEAL)  
STEVEN BAIRD NORWOOD, Member

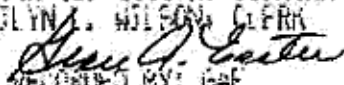
BY:  (SEAL)  
RICHARD W. SMITH, Member

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 27 day of September, 2006, by Jonathan S. Carr, Member, Richard W. McMinn, III, Member, Steven Baird Norwood, Member, and Richard W. Smith, Member.

My commission expires: December 31, 2009.

  
NOTARY PUBLIC

INSTRUMENT #060002564  
RECORDED IN THE CLERK'S OFFICE OF  
AMELIA ON  
SEPTEMBER 28, 2006 AT 11:23AM  
MARTYNN L. WILSON, CLERK  
  
RECORDED BY: GAE



APR 20 07 989

Prepared By: Thomas Stark, III

TO: THOMAS STARK III  
DATE: 4-20-07

**FOURTH AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO ALL PROPERTY IN OAK SPRINGS PLANTATION**

THIS FOURTH AMENDMENT TO DECLARATION is made this 2<sup>nd</sup> day of April, 2007, by CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company ("Declarant").

**WITNESSETH**

A. Article V – Architectural Control 5.3(c) is amended as follows:

5.3 (c) All exposed foundations of any structure erected on a Lot shall be covered with a veneer brick or stone or other material approved by the AC. No exposed concrete block or cinder block foundations shall be permitted. This applies to accessory buildings 150 square feet or larger in size.

In Witness Whereof, the Declarant has caused this Amendment to the Declaration to be executed in its name, pursuant to due authority.

CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company

BY:  (SEAL)  
JONATHAN S. CARR, Member

BY:  (SEAL)  
RICHARD W. MCMINN, III, Member

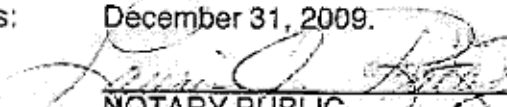
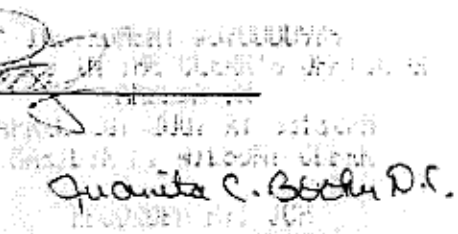
BY:  (SEAL)  
STEVEN BAIRD NORWOOD, Member

BY:  (SEAL)  
RICHARD W. SMITH, Member

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 2<sup>nd</sup> day of April, 2007, by Jonathan S. Carr, Member, Richard W. McMinn, III, Member, Steven Baird Norwood, Member, and Richard W. Smith, Member.

My commission expires: December 31, 2009.

  
NOTARY PUBLIC  
  
Quanita C. Beckley D.C.

**FIFTH AMENDMENT TO**  
**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**APPLICABLE TO ALL PROPERTY IN OAK SPRINGS PLANTATION**

THIS FIFTH AMENDMENT TO DECLARATION is made this \_\_\_\_ day of July, 2007, by CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company ("Declarant").

**WITNESSETH**

A. Article V – Architectural Control 5.3(c) is amended as follows:

5.3 (c) All exposed foundations of any structure erected on a Lot shall be covered with a veneer brick or stone or other material approved by the AC. No exposed concrete block or cinder block foundations shall be permitted. Foundation vents on front of houses or side yards that face a subdivision road shall be composite, vinyl or other approved equivalent and be 32" x 16" in size.

B. Article V – Architectural Control 5.3(k) is amended as follows:

5.3 (k) All driveways on Lots shall be surfaced with a final layer of Gray Crushed Stone or asphalt/concrete paving or other material approved by the AC. Driveway culverts shall be installed for each Lot in accordance with Virginia Department of Highway and Transportation (VDH&T) requirements and shall not be relocated without written approval from the AC.

C. Article V – Architectural Control 5.3(v) is added as follows:

5.3 (v) Front sidewalks are required and shall be exposed aggregate concrete, stamped concrete, brick or pavers. Post lights are required and are to be installed at the end of front sidewalk.

In Witness Whereof, the Declarant has caused this Amendment to the Declaration to be executed in its name, pursuant to due authority.

CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company

BY: \_\_\_\_\_(SEAL)  
JONATHAN S. CARR, Member

BY: \_\_\_\_\_(SEAL)  
RICHARD W. MCMINN, III, Member

BY: \_\_\_\_\_(SEAL)  
STEVEN BAIRD NORWOOD, Member

BY: \_\_\_\_\_(SEAL)  
RICHARD W. SMITH, Member

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this \_\_\_\_ day of July, 2007, by Jonathan S. Carr, Member, Richard W. McMinn, III, Member, Steven Baird Norwood, Member, and Richard W. Smith, Member.

Notary Registration Number:

My commission expires: December 31, 2009.

\_\_\_\_\_  
NOTARY PUBLIC

Prepared By: Thomas Stark, III

RETURN

TO Thomas Stark, IIIDATE 7-2-09

**SIXTH AMENDMENT TO**  
**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**APPLICABLE TO ALL PROPERTY IN OAK SPRINGS PLANTATION**

THIS SIXTH AMENDMENT TO DECLARATION is made this 30<sup>th</sup> day of June, 2009, by CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company ("Declarant").

**WITNESSETH**

A. Article I – Definitions 1.17 is added as follows:

1.17 "Pond" shall mean and refer to all bodies of water which are not described as "Common Area" on any plat or other instrument recorded in the Clerk's Office.

B. Article I – Definitions 1.18 is added as follows:

1.18 "Pond Lot Owners" shall mean and refer to any Owner of a Lot that fronts on, is contiguous with or includes a Pond, excluding Lot Owners adjoining Common Area.

C. Article II – Common Area and Common Area Easements 2.5 is added as follows:

2.5 Lot owners adjoining Common area and Association members agree to indemnify and hold each other harmless from any claim for damage, death or personal injury, including all attorney's fees and costs, arising out of the use of Common Area. The Association must maintain all common areas and applicable easements. Lot owners adjoining Common Area may access the Common Area from their Lot.

D. Article VI – Use Restrictions 6.10 is amended as follows:

6.10 No four wheelers, ATV's, dirt bikes, go-carts, golf carts or mini-bikes may be operated in the subdivision except on Lots 30 acres or larger, in size.

E. Article VII – Use of Ponds 7.1 is amended as follows:

7.1 The Ponds in the Development shall be used solely for the purpose of boating, sailing, canoeing, fishing, related sports or similar recreational uses. Use of the Ponds shall be limited to Pond Lot owners, their immediate family and guests. Guests must be accompanied by the Lot owner or a member of his/her immediate family. Pond Lot owners, their immediate family and guests agree to indemnify and hold the Association harmless from any claim for damage,

death or personal injury, including all attorney's fees and costs, arising out of the use of the Ponds.

In Witness Whereof, the Declarant has caused this Amendment to the Declaration to be executed in its name, pursuant to due authority.

CARR, MCMINN, NORWOOD & SMITH, LLC, a Virginia Limited Liability Company

BY: [Signature] (SEAL)  
JONATHAN S. CARR, Member

BY: [Signature] (SEAL)  
RICHARD W. MCMINN/III, Member

BY: [Signature] (SEAL)  
STEVEN BAIRD NORWOOD, Member

BY: [Signature] (SEAL)  
RICHARD W. SMITH, Member

STATE OF VIRGINIA AT LARGE,

The foregoing writing was acknowledged before me in the County of Amelia, Virginia, this 30<sup>th</sup> day of June, 2009, by Jonathan S. Carr, Member, Richard W. McMinn, III, Member, Steven Baird Norwood, Member, and Richard W. Smith, Member.

Notary Registration Number: 368696

My commission expires: Oct. 31, 2009

[Signature]  
NOTARY PUBLIC

INSTRUMENT #090001287  
RECORDED IN THE CLERK'S OFFICE OF  
AMELIA ON  
JULY 2, 2009 AT 02:44PM  
[Signature]  
MARILYN L. WILSON, CLERK  
RECORDED BY: GAE