

**CCRs-Declaration**  
**Lake Margaret Homeowners Association, Inc.**

11231  
0523  
VIRGINIA LAND RECORD COVER SHEET  
FORM A - COVER SHEET CONTENT

BK 11231 PG 0523

55

Instrument Date: 5/20/2016  
Instrument Type: DEC  
Number of Parcels: 1 Number of Pages: 41  
 City  County

018553

25 MAY 2016 11 44

CIRCUIT COURT CLERK  
CHESTERFIELD CO., VA

CHESTERFIELD  
TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor:  
 Grantee:  
Consideration: \$0.00  
Existing Debt: \$0.00  
Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):  
Original Principal: \$0.00  
Fair Market Value Increase: \$0.00

(Area Above Reserved For Deed Stamp Only)

Original Book Number: Original Page Number: Original Instrument Number:

Prior Recording At:  City  County

Percentage In This Jurisdiction: 100%

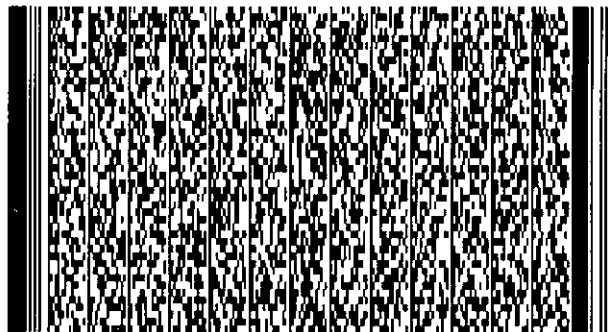
BUSINESS / NAME

- 1  Grantor: LAKEWOOD INVESTMENTS, LLC
- 2  Grantor: THE NASH ROAD/WOODPECKER ROAD, LLC; A SUCCESSOR OF THE NASH ROAD/WOODP
- 1  Grantee: THE NASH ROAD/WOODPECKER ROAD, LLC; A SUCCESSOR TO THE NASH ROAD/WOODP
- Grantee:

GRANTEE ADDRESS

Name: THE NASH ROAD/WOODPECKER ROAD, LLC; A SUCCESSOR TO THE NASH ROAD/WOODPECKER ROAI  
Address: 13281 RIVER'S BEND BLVD SUITE 201  
City: CHESTER State: VA Zip Code: 23836  
Book Number: Page Number: Instrument Number:  
Parcel Identification Number (PIN): 767640359500000 Tax Map Number: 767640359500000  
Short Property Description: 110.29 ACRES

Current Property Address: 8201 WOODPECKER RD  
City: CHESTERFIELD State: VA Zip Code: 23838  
Instrument Prepared By: CASSIE R. CRAZE Recording Paid By: RUDY COYNER AND ASSOCIATES  
Recording Returned To: RUDY COYNER AND ASSOCIATES  
Address: 9910 WAGNERS WAY PO BOX 58  
City: CHESTERFIELD State: VA Zip Code: 23832



Prepared by  
Cassie R. Craze, VSB #70054  
P.O. Box 1654  
Midlothian, VA 23113

Tax Map #: 767-640-3595-00000

SUPPLEMENTAL DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS, AND CONDITIONS  
AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKE MARGARET, SECTION 1

THIS SUPPLEMENTAL DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS, AND CONDITIONS AND DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE MARGARET, SECTION 1  
is entered into the 20 day of May, 2016, by and between LAKEWOOD INVESTMENTS,  
LLC, a Virginia limited liability company ("Grantor" for indexing purposes), and THE NASH  
ROAD/WOODPECKER ROAD, LLC, a Virginia limited liability company and successor to  
THE NASH ROAD/WOODPECKER ROAD TRUST AGREEMENT ("Developer") (both  
"Grantor" and "Grantee" for indexing purposes);

WITNESSETH:

WHEREAS, by Declaration of Covenants and Restrictions Affecting All Property  
Known as The Highlands, dated April 1, 1992, recorded April 13, 1992, in the Clerk's Office of  
the Circuit Court of Chesterfield County, Virginia, in Deed Book 2221, Page 1952 (the "General  
Property Covenants"), the Covenants and Conditions set forth in said General Property  
Covenants were imposed upon the property described therein (Section One of The Highlands);  
and

11231  
0525

WHEREAS, by Declaration of Covenants and Restrictions of The Highlands Community Association, Inc., and Developer, dated April 1, 1992, recorded April 13, 1992, in the aforesaid Clerk's Office in Deed Book 2221, Page 1973 (the "Association Declaration"), the Covenants and Conditions set forth in said Association Declaration were imposed upon the property described therein (Section One of The Highlands); and

WHEREAS, Part V, Paragraph 4 of the General Property Covenants and Article II, Section 2 of the Association Declaration provide that additional property may be brought within the plan and operation of the such documents by or with the consent of the Developer and Proprietor by recording a Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions; and

WHEREAS, several Supplemental Declarations have been recorded to subject additional property to the General Property Covenants and Association Declaration;

WHEREAS, pursuant to the definitions as set forth in the General Property Covenants and the Association Declaration, the Developer of The Highlands is The Nash Road/Woodpecker Road Trust Agreement or its successors and assigns and the Proprietor is Oliver D. Rudy, Trustee and his successors and assigns; and

WHEREAS, Oliver D. Rudy, Trustee is now deceased, The Nash Road/Woodpecker Road Trust has been dissolved, and all assets of such Trust have been transferred to The Nash Road/Woodpecker Road, LLC;

WHEREAS, by deed dated December 18, 2001, and recorded in the Clerk's Office on December 19, 2001 in Deed Book 4344, Page 900, The Nash Road/Woodpecker Road Trust

11231  
0526

Agreement conveyed certain real property within The Highlands to The Nash Road/Woodpecker Road, LLC for the purposes of continued development of The Highlands;

WHEREAS, The Nash Road/Woodpecker Road, LLC is the successor to The Nash Road/Woodpecker Trust Agreement and Oliver D. Rudy, Trustee as Developer and Proprietor under the General Property Covenants and the Association Declaration;

WHEREAS, Lakewood Investments, LLC is the owner and developer of the property located adjacent to The Highlands Subdivision in Lake Margaret, Section 1 as described on Exhibit A to this Declaration (the "Property") and wishes to subject the Property to the General Property Covenants and the Association Declaration;

WHEREAS, Lakewood Investments, LLC further desires to establish additional covenants, conditions and restrictions for the Property to create an age-restricted community, provide for maintenance of certain portions of the lots within the Property, and to create a homeowners' association for the purpose of exercising those powers and responsibilities;

WHEREAS, the Developer has joined in this Declaration to indicate its consent to the addition of the Property to The Highlands and to the Property being subject to the General Property Covenants and the Association Declaration.

NOW, THEREFORE, Lakewood Investments, LLC and the Developer hereby declare that the property described in Exhibit A attached hereto is hereby made subject to: (1) the Declaration of Covenants and Restrictions Affecting All Property Known as The Highlands Owned by Oliver D. Rudy, Trustee Under the Provisions of a Trust Agreement Dated March 20, 1988, Designated as Nash Road/Woodpecker Road Trust Agreement, dated April 1, 1992,

11231  
0527

recorded April 13, 1992 in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia in Deed Book 2221, Page 1952, as amended and supplemented; and (2) the Declaration of Covenants and Restrictions of The Highlands Community Association, Inc. and Oliver D. Rudy, Trustee Under the Provisions of a Trust Agreement Dated March 20, 1988 and Designated as the Nash Road/Woodpecker Road Trust Agreement, dated April 1, 1992, recorded April 13, 1992 in the aforesaid Clerk's Office in Deed Book 2221, Page 1973, as amended and supplemented;

Lakewood Investments, LLC further declares that all of the property described in Exhibit A, and any additional property which may later be added by Supplemental Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof.

#### **ARTICLE I DEFINITIONS**

1.01 "Additional Property" shall mean the property described on Exhibit B to this Declaration. Inclusion of Additional Property in Exhibit B shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion or absence of a description of the Additional Property from Exhibit B bar its later annexation in accordance with Article IX hereof.

1.02 Association. "Association" shall mean and refer to Lake Margaret Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

11231  
0528

1.03 Board of Directors. "Board of Directors" of the Association shall initially be appointed by the Declarant during the Declarant Control Period. After the expiration of the Declarant Control Period the Board of Directors shall be elected by the Members of the Association.

1.04 Common Area. "Common Area" shall mean and refer to all property shown on any subdivision plat, described in any deed of conveyance from the Declarant or otherwise recorded by the Declarant in the Clerk's Office, which is designated as Common Area or Open Space, and all real and personal property now or hereafter owned by the Association for the common use and enjoyment of every Owner, subject to the limitations set forth in this Declaration. Common Area shall also include any real or personal property which may be conveyed in fee by deed from the Declarant to the Association at any time. Subject to the limitations set forth herein, the Association shall be deemed to have accepted as Common Area any property or interest therein conveyed to it by, or with the written consent of, the Declarant.

1.05 Declarant. "Declarant" shall mean and refer to Lakewood Investments, LLC, a Virginia limited liability company, which is the Declarant herein, together with any successors and assigns to all or substantially all of its business of developing the Property. Declarant may designate a successor declarant (or declarants) to take or hold some or all of its respective rights, powers, privileges and obligations as Declarant under this Declaration by written instrument recorded in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia.

1.06 Declarant Control Period. "Declarant Control Period" is defined as the period commencing on the date this Declaration is recorded in the Clerk's Office, and ending on the earlier to occur of: (i) when one hundred percent (100%) of the Lots in the Property have

11231  
0529

certificates of occupancy issued for the residences constructed thereon and have been conveyed to parties other than the Declarant or builders holding title solely for the purpose of construction and resale, or (ii) when the Declarant voluntarily terminates the Declarant Control Period by written instrument recorded in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia.

1.07 Lot. "Lot" shall mean and refer to the lots identified on the Subdivision Plat as being within the Property and not designated as Common Area.

1.08 Master Association. "Master Association" shall mean and refer to The Highlands Community Association, Inc.

1.09 Master Declarations. The "Master Declarations" shall mean and refer to the declarations applicable to all lots located in The Highlands. Specifically: (1) the Declaration of Covenants and Restrictions Affecting All Property Known as The Highlands Owned by Oliver D. Rudy, Trustee Under the Provisions of a Trust Agreement Dated March 20, 1988, Designated as Nash Road/Woodpecker Road Trust Agreement, dated April 1, 1992, recorded April 13, 1992 in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia in Deed Book 2221, Page 1952, as amended and supplemented; and (2) the Declaration of Covenants and Restrictions of The Highlands Community Association, Inc. and Oliver D. Rudy, Trustee Under the Provisions of a Trust Agreement Dated March 20, 1988 and Designated as the Nash Road/Woodpecker Road Trust Agreement, dated April 1, 1992, recorded April 13, 1992 in the aforesaid Clerk's Office in Deed Book 2221, Page 1973, as amended and supplemented.

1.10 Member. "Member" shall mean and refer to the Owners, which shall include the Declarant, as set forth in Article II of this Declaration.



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

1.12 Property. "Property" shall mean and refer to Lake Margaret subdivision as shown on Exhibit A, as well as any Additional Property that may be added by recordation of a Supplemental Declaration in accordance with Article IX of this Declaration.

1.13 Subdivision Plat. "Subdivision Plat" shall mean and refer to the subdivision plat by Highmark Engineering, dated May 17, 2016 and titled "LAKE MARGARET SECTION 1 MATOACA DISTRICT CHESTERFIELD COUNTY, VIRGINIA" which is attached hereto as Exhibit C, and any additional plat or plats that may be recorded as all or part of the Additional Property is added.

## **ARTICLE II MEMBERSHIP, VOTING RIGHTS, AND PROPERTY RIGHTS**

2.01 Members. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2.02 Voting Rights. All Owners shall be Members of the Association. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

2.03 Declarant Control. During the Declarant Control Period, the Declarant shall have the sole and absolute right to appoint in its sole and absolute discretion the members of the Board of Directors. The Declarant shall have the sole and absolute right to approve initial construction on a Lot, regardless of whether the Association is still within the Declarant Control Period or whether the Declarant still has the authority to appoint members of the Architectural

11231  
0531

Review Committee, until: (a) one hundred percent (100%) of all Lots have been developed, and conveyed to purchasers in the normal course of development and sale; and (b) the Additional Property has been completely developed and conveyed to purchasers in the normal course of development and sale or Declarant has relinquished its right to add the Additional Property by written instrument recorded in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia.

2.04 Management. The affairs of the Association shall be managed by its Board of Directors. Following the Declarant Control Period, the Members shall elect directors and directors shall elect the officers of the Association. The Board shall have the right, but not the obligation, to contract with a managing agent for management services to be provided to the Association.

2.05 Property Rights. Owners shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, and all Owners shall be subject to:

(a) This Declaration, and any restrictions or limitations contained in any deed conveying such property to the Association;

(b) The right of the Board to adopt other rules regulating the use and enjoyment of the Common Area;

(c) The right of the Board to assess charges against, or suspend certain rights of an Owner for the violation by such Owner or his family, tenants, guests, employees, residents or other invitees of any provision of this Declaration or the Bylaws or rules of the Association, after notice and an opportunity for a hearing have been provided to the Owner pursuant to Virginia law and as more particularly set forth in Article VIII, Section 8.01 of this Declaration;

11231  
0532

(d) The right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) The right of the Board to permit nonmember use of the Common Area upon such terms as shall be determined by the Board, including, without limitation, payment of use fees established by the Board.

Any Owner may delegate his or her right of use and enjoyment of the Common Areas to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Lot shall be deemed to have delegated all of such rights to the Lot's lessee.

### ARTICLE III COVENANTS FOR ASSESSMENTS

3.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, (b) special assessments, and (c) such other assessments or charges as may be hereinafter provided, all of which shall be a lien on the Lot. The assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

3.02 Purpose of Assessment. The assessments levied by the Association shall be used to promote the general appearance of the Property and the Common Areas, for the maintenance of items on the Lot which are the responsibility of the Association as set forth in Article IV of this Declaration, for the enforcement of this Declaration and the rules and

11231  
0533

regulations, for the operation of the Association, for the payment of taxes, and for such other purposes as may be approved by the Board of Directors. The Association shall be responsible for maintenance, repair, replacement and operation of the Common Area and for any easements located thereon containing private pavement, pedestrian access ways, sidewalks that are not maintained by the County or VDOT, and retaining walls requiring building permit approval. The Association shall collect sufficient assessments and shall pay any real and personal property taxes and other taxes or charges assessed against the Common Area or the Association.

3.03 Determination of Annual Assessment. The assessment obligation for a Lot shall begin upon the conveyance of the Lot from the Declarant to a builder or other purchaser. The Board of Directors of the Association may, in its sole discretion, fix the amount of the initial annual assessment. The Board of Directors may increase the annual assessment not more than ten percent (10%) each year without a vote of Membership. The annual assessment may be increased above ten percent (10%) provided that any such increase shall receive the assent of a majority of the Members voting, in person or by proxy, at a meeting duly called for such purpose.

3.04 Special Assessment. In addition to the annual assessments, the Association may levy a special assessment, applicable to that year only, provided that any such special assessment shall receive the assent of a majority of the Members voting, in person or by proxy, at a meeting duly called for such purpose.

3.05 No Exempt Property. After the commencement of annual assessments as provided in Section 3.03 of this Article, no Lot shall be exempt from assessments.

3.06 Notice for any Action Authorized Under Sections 3.03 or 3.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.03 or

Section 3.04 of this Article III shall be sent to all members not less than thirty (30) days not more than sixty (60) days in advance of such meeting.

3.07 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots that are subject to the payment of assessments and shall be collected on an annual basis or such other basis as shall be determined by the Board of Directors.

3.08 Date of Commencement of Annual Assessments; Due Dates. Prior to the commencement of annual assessments, all costs incurred in connection with the Association shall be borne solely by the Declarant. The first annual assessments provided for herein shall commence as to each Lot upon the conveyance of such Lot by the Declarant to a builder or other purchaser. The Board of Directors shall fix the amount of the annual assessment against each Lot (if feasible) at least thirty (30) days in advance of each annual assessment period and written notice thereof shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

3.09 Effect of a Nonpayment of Assessments; Remedies of the Association. The Board of Directors shall have the right to establish reasonable late charges (not to exceed ten percent (10%) of the amount due) for any assessment not paid within thirty (30) days after the due date. Interest shall accrue on such unpaid amount at a rate of six percent (6%) per year. Moreover, if any assessment, or any installment thereof, is not paid with thirty (30) days after the date upon which it is due, the Association may declare all installments of the annual assessment immediately due and payable (if applicable), file a memorandum of lien, initiate

proceedings to foreclose the lien against the Owner's Lot to which it attaches, and/or bring an action at law against the Owner personally obligated to pay the same. The Association shall be entitled to collect all fees and costs of collection, including attorneys' fees, and every Owner by accepting a deed to a Lot in the Property, whether so expressed in the deed or not, covenants and agrees to pay the same.

3.10 Subordination of the Lien to Mortgages. The lien for the assessments provided for herein, once perfected, shall be prior to all other subsequent liens and encumbrances except (a) real estate tax liens on that Lot, (b) liens and encumbrances recorded prior to the recordation of the Declaration, and (c) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien. Sale or transfer of any Lot shall not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure on a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.11 Financial Reporting. The Board of Directors shall prepare an annual balance sheet and operating statement for each fiscal year and shall make a copy of such reports available to the Members of the Association within ninety (90) days after the end of the fiscal year.

3.12 Master Association Assessments. In addition to the assessments provided for herein, each Owner shall be responsible for paying assessments due to The Highlands Community Association, Inc. pursuant to Master Declarations.

3.13 Membership in The Country Club at The Highlands. Membership in The Country Club at The Highlands is not included in the assessments paid to the Association nor is it a part

11231  
0536

of the membership in the Association. However, all Owners shall have the reserved right to make application for membership to The Country Club at The Highlands.

#### ARTICLE IV

##### MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS

4.01 Association Responsibility. In addition to the care and maintenance of the Common Area, the Association shall provide exterior maintenance and landscaping services for individual Lots in accordance with this Article IV and such policies as may be approved from time to time by the Board of Directors of the Association. Said policies shall be consistent with Sections 4.03 and 4.04 of this Article and may include reasonable standards, schedules, limitations and restrictions for such maintenance. All maintenance, repair and replacement on a Lot, and of structures located thereon, shall be the responsibility of the Owner of the Lot unless such obligation is transferred to the Association pursuant to Sections 4.03 or 4.04 of this Article or pursuant to a policy adopted by the Board.

4.02 Uniform Assessment. All Owners benefit from the Association's provision of exterior maintenance of the Common Area and Lots, and a uniform assessment shall be made without regard to the actual cost of maintaining each individual Lot. Exterior maintenance provided by an Owner shall not reduce the Owner's assessment payable to the Association.

4.03 Association Responsibility on Lots. The Association shall provide the following exterior maintenance on the Lots:

a. Yards and Landscaping. The Association shall provide exterior maintenance for yards and landscaping, including: (i) cutting, edging, fertilizing, weed control, aerating, and overseeding of grass lawns; (ii) weeding, mulching, and trimming of shrubs in landscaped beds; (iii) leaf removal; and (iv) winterization and startup of the irrigation system (Owners shall be

11231  
0537

responsible for any other maintenance, repair or replacement of any portion of the irrigation system located on their Lot). With prior written approval of the Architectural Review Committee (which approval may be given or withheld in the discretion of the Committee) and in accordance with such rules and regulations as may be adopted by the Board of Directors, an Owner may choose to plant or remove grass, trees or shrubs on the Owner's Lot provided such landscaping does not unduly hinder the Association in maintaining the portions of the Lot for which it is responsible. Owners may choose to maintain areas within approved private patio walls or fences provided such areas are maintained in a neat and orderly manner compatible with the general maintenance of the Common Area and portions of Lots maintained by the Association. The Association shall not be responsible for erosion, grading or drainage issues on a Lot.

b. Snow/Ice Removal: The Association shall provide snow and ice removal for the driveways and front walks located on each Lot. The Owner of a Lot shall be responsible for all other snow and ice removal on the Lot.

4.04 Willful or Negligent Act of Owner. The cost of maintenance or repair to a Lot or the Common Area caused through the willful or negligent act of the Owner, or the Owner's family, guests or invitees, shall be added to and become a part of the assessment for the Lot, shall constitute a lien on such Lot, and shall be collectible in the same manner as other assessments provided herein. A determination regarding whether the need for maintenance or repair was caused by an Owner or an Owner's family, guests, or invitees shall be made by majority vote of the Board of Directors.

4.05 Insurance and Damage Due to Pests or Casualty. The Association shall not be responsible for damage to any structure or other portion of a Lot caused by pests, falling trees or



branches, operation of the irrigation system, or fire or other casualty. Owners are responsible for maintaining appropriate insurance coverage for the Owner's Lot and any structures located thereon.

**ARTICLE V  
ARCHITECTURAL CONTROL**

The Board of Directors and the Declarant shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committee established in Section 5.01 of Article.

5.01 Architectural Review Committee. The Declarant shall establish an Architectural Review Committee ("ARC"). No construction, alteration, or improvement of any nature, other than internal alterations that are not visible on the exterior of the Lot, shall be constructed or made upon any Lot, nor shall any Lot be subdivided or altered, without the approval of the ARC. The term "altered" shall include, but is not limited to: (a) removal of live trees over 6" in diameter, (b) grading or locating driveways or entranceways, (c) filling, (d) changes in colors or materials, or (d) any kind or type of construction whether temporary or permanent. No construction, alteration, or improvement shall be constructed or made on a Lot unless and until such plans, specifications, and landscaping lay-out for the same have been approved in writing by the ARC as to quality of workmanship and material types, external design and appearance, location of improvements and overall landscaping, and color scheme. The ARC shall have the authority to adopt and amend Architectural Review Guidelines so long as such Guidelines are consistent with the requirements of this Declaration.

5.02. Declarant to Retain Architectural Control. The ARC shall consist of at least one (1) person. Until one hundred percent (100%) of all Lots, including Lots that may be added by recordation of a Supplemental Declaration in accordance with Article IX of this Declaration,

have been developed, and conveyed to purchasers in the normal course of development and sale, all members of the ARC shall be appointed by the Declarant. There shall be no surrender of this right prior to that time except pursuant to written instrument in recordable form executed by Declarant. Thereafter, the Board of Directors shall appoint the members of the ARC. Declarant shall have the sole and absolute right to approve all initial construction on Lots, including Lots that may later be added on the Additional Property, regardless of whether the Association is still within the Declarant Control Period or the Declarant retains the right to appoint members of the ARC.

5.03. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters subsequently or additionally submitted for approval or consent.

5.04. Variance. So long as the ARC is appointed by the Declarant, the ARC, in its sole and absolute discretion, shall be authorized and empowered to issue written variances from the provisions of the Architectural Review Guidelines (if any) so long as such variances are consistent with the zoning approvals issued by Chesterfield County. Thereafter, the ARC may authorize variances from compliance with any of the provisions of the Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require. 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

any other restrictions set forth in the body of this Declaration, or (c) prevent the ARC from denying a variance in other circumstances.

5.05 Review and Control by Architectural Review Committee. No building, fence, garage, swimming pool or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any Lot in the Subdivision until two (2) complete sets of professionally drawn and prepared building plans including site plan, landscape plan, cross section details, porch and railing details, and showing all construction or improvements (including fencing, walls and outbuildings) shall have been reviewed and approved in writing by the ARC. In reviewing such materials, the ARC shall consider such things as aesthetic appearance, harmony with surrounding improvements, compliance with this Declaration and any additional criteria adopted by the ARC so long as such criteria is not in conflict with this Declaration. Approval or disapproval of plans, locations or specifications may be based by the ARC upon any grounds including purely aesthetic considerations, which in the sole and uncontrolled discretion of the ARC shall be sufficient. If approval of such plans and specifications is neither granted nor denied within sixty (60) days following receipt by the ARC of written request for approval the plans and specifications shall be deemed to be approved. Following the completion of construction and prior to occupancy, the Owner shall arrange for a final review of the Lot by the ARC to ensure that all construction and landscaping was completed as approved by the ARC.

5.06 Approval of Master Association. In addition to approval of the ARC, Owners shall also be obligated to obtain the approval of the Master Association as provided in the Master Declarations.

**ARTICLE VI  
USE RESTRICTIONS AND RULES**

6.01 Compliance with Master Declarations. In addition to the restrictions contained herein, all Lots are subject to the covenants and restrictions contained in the Master Declarations and adopted by the Master Association.

6.02. Limits on Clearing. A minimum of twenty-five percent (25%) of the gross area of each Lot shall be left in a natural wooded state. Should there be a need to clear additional area due to the need for the use of a septic field then request shall be clearly defined and approved in writing by the ARC prior to any such clearing.

6.03. Age-Restrictions. The Lots shall be restricted to occupancy by persons who are fifty-five (55) years of age and older as follows:

a. All Lots must be occupied by at least one person fifty-five (55) years of age or older unless an exception is approved by the Board of Directors due to hardship circumstances such as the death or necessary relocation of the occupant who meets the age requirement;

b. No person under the age of nineteen (19) years of age may reside on any Lot unless an exception is approved by the Board of Directors due to hardship circumstances such as the need for such person to reside on the Lot as a caregiver for an occupant, due to custody or guardianship of a minor unexpectedly being awarded to an occupant of the Lot, or similar circumstances;

c. In no circumstance, regardless of level of hardship, should the percentage of Lots that do not fully comply with the age-restrictions set forth herein be reduced below ninety percent (90%) of all Lots. Regardless of total percentage of lots that are granted hardship exceptions in accordance with this provision, there shall never be more than five (5) Lots located

within Area A, as shown on the plat that was Exhibit A in Chesterfield County Zoning Case #13SN0521, prepared by Highmark Engineering, dated February 5, 2015, titled “EXHIBIT A TRACT BOUNDARY EXHIBIT,” which is attached hereto as **Exhibit D** and incorporated herein by this reference, that do not fully comply with the age-restrictions set forth herein;

d. All Lots that are on the market for sale shall be clearly advertised as “55+ age-restricted housing”;

e. The Board of Directors shall be responsible for maintaining a list of Owners and the ages of each Owner and occupant of the Lots, and using surveys, affidavits, and other means of periodically updating this information, to verify that the age-restrictions provided for herein are met and to comply with all requirements for age-restricted housing as established by the U.S. Department of Housing and Urban Development or other applicable governmental entity;

f. All Owners shall be obligated to provide the birth date, name and reliable age verification documentation (birth certificate, driver’s license, passport, immigration card, military identification, or a similar document) for each occupant of the Lot to the Board of Directors or managing agent of the Association upon request.

## ARTICLE VII

### EASEMENTS AND ADJACENT PARCELS

7.01 Easements for Declarant. All easements along road frontage and Lot lines as shown on the Subdivision Plat are hereby reserved unto the Declarant, its personal representatives, heirs, assigns or agents for the purpose of access, drainage, or furnishing light, telephone or any other utility to the Subdivision or any portion thereof. The Declarant shall have an easement over the Common Area for so long as the Declarant is engaged in development of

the Property for all purposes related to such development and sale of Lots within the Property, including, but not limited to, installation of utilities, ingress and egress to portions of the Property and Additional Property that are being developed, storage of construction equipment, and sales and marketing (including the authority to install and maintain sales and marketing signs and sales offices on the Common Area). These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

7.02 Duties of the Association. In addition to all easements conveyed and reserved herein, there are reserved for the benefit of and granted to the Association such easements as would be necessary to perform the duties and obligations of the Association set forth in this Declaration and applicable law. This shall include, but is not limited to, an easement over any Lots necessary for ingress and egress to, and inspection, maintenance, repair and replacement of, the Common Area, the Lot, or any item located on a Lot.

7.03 Priority of Easements. Each of the easements referred to herein shall be deemed to have been established or reserved upon the recordation of this Declaration and shall henceforth be deemed to be easements and covenants running with the land for the use and benefit of the Lots, as the case may be, in addition to all other encumbrances which may hereafter be applied against or in favor of the Subdivision or any portion thereof.

7.04 Adjacent Parcels. The Declarant makes no representations regarding the future use or development of adjacent and area properties. All Owners shall be deemed to be on notice that it is the Owner's responsibility to check with the Chesterfield County Planning Department regarding future and potential development of these parcels.

**ARTICLE VIII  
ENFORCEMENT**

8.01 Suspension of Rights and Violation Charges. The Board of Directors shall have the right to assess violation charges against any Member for any violation of the Declaration, Bylaws, Architectural Review Guidelines, or rules and regulations for which the Member or his family members, tenants, guests, or other invitees are responsible. Violation charges imposed in accordance with this provision may be in the amount of \$10.00 per day for up to ninety (90) days for a violation of continuing violation or \$50.00 for a single violation, or in a higher amount if permitted by applicable law. Before any suspension or violation charge may be imposed the Member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors. Notice of the hearing, including the charges or other sanctions that may be imposed, shall be mailed to the Member by certified mail, return receipt requested at least fourteen (14) days prior to the hearing. The hearing result shall be mailed to the Member by certified mail, return receipt requested within seven (7) days of the hearing. The failure of the Board of Directors to enforce any provision of the Declaration, Bylaws, Architectural Review Guidelines or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

8.02 Additional Enforcement Rights. Each and every covenant and condition herein imposed and the rules and regulations of the Association may be enforced by the Declarant, by the Association or by the Owner of any Lot by appropriate proceedings at law or in equity against any party violating or attempting or threatening to violate the same to prevent or rectify such violation and/or recover damages therefore. The Declaration may also be enforced by the Association or the Declarant by self-help, which allows the Association or Declarant to enter onto a Lot and take action to correct a violation, after ten (10) days advance written notice to the

Owner and any entry onto a Lot for such purposes shall not be deemed a trespass. Any costs incurred by the Association related to the exercise of self-help on a Lot shall be the responsibility of the Owner of the Lot and shall be treated as an assessment against the Lot. The failure of any Owner or the undersigned to bring any such proceeding or to take enforcement action shall not be considered as a waiver of any rights at law or in equity that any such party may have for past or future violation of any covenant contained herein. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

8.03 Invalidation. Invalidation of any of these covenants and conditions by court adjudication or otherwise shall in no way modify, affect, or invalidate any of the other covenants and conditions contained herein, which shall remain in full force and effect.

#### **ARTICLE IX ANNEXATION OF ADDITIONAL PROPERTY**

9.01 Annexation. Declarant shall have the unilateral right, privilege, and option from time to time and at any time to annex to the Association and submit to this Declaration any Additional Property, as described on Exhibit B to this Declaration which is attached hereto and made a part hereof by this reference, or any other property located adjacent to the Property whether or not such property is now owned or subsequently owned by the Declarant (or any successor). Such annexation shall be accomplished by filing in the Clerk's Office a Supplemental Declaration annexing such property. If such property is not owned by the Declarant, the property may be submitted only with the written consent of the owner thereof.

9.02 Transfer of Annexation Rights. Declarant shall have the unilateral right to transfer to any other person or entity the right, privilege, and option to annex Additional



Property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits A or B of this Declaration, as amended, and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

9.03 Acquisition of Additional Common Area. Declarant may convey to the Association or consent in writing to the conveyance of additional real estate, improved or unimproved, located within the properties described in Exhibit B of this Article or adjacent to the Property, which upon conveyance or dedication to the Association shall be deemed accepted by the Association. Any Common Areas or Common Area Easements to be conveyed to the Association shall be maintained immediately by the Association at its expense for the benefit of all its Members upon the recordation of a plat designating such as Common Area in accordance with this Declaration, irrespective of whether such property has actually been conveyed to the Association.

9.04 Withdrawal of Property. Declarant reserves the unilateral right to amend this Declaration at any time so long as it holds an unexpired option to annex Additional Property pursuant to this Article IX, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property, save and except any Common Area then owned by the Association from the provisions of this Declaration, or, if not owned by the Declarant, with the written approval of the owner thereof. Such withdrawal shall be effective upon the recordation of an amendment to this Declaration in the Clerk's Office.

Section 9.05 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Property submitted to this Declaration initially or by Supplemental

11231  
0547

Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners thereof and obligating such Owners to pay the costs incurred by the Association, provided that, if such property is owned, in whole or in part by any Owner other than the Declarant, the consent of such Owner shall be required.

Section 9.06 Amendment. No provision of this Article shall be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibits A or B of this Declaration, as amended, or that is susceptible of being submitted to this Declaration.

#### **ARTICLE X TERM AND AMENDMENT**

10.01 Term and Amendment. These covenants and conditions are to run with the land and shall be binding upon subsequent Owners for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, revoking said covenants, or agreeing to change said covenants in whole or in part. Except as otherwise set forth herein, this Declaration may be amended or terminated at any time by an instrument approved by more than two-thirds (2/3) of all of the members of the Association. No amendment may be made that impairs the rights of the Declarant set forth in this Declaration unless: (1) the Declarant has provided written consent to such amendment; or (2) one hundred percent (100%) of all Lots, including Lots that may be added by recordation of a Supplemental Declaration in accordance with Article IX of this Declaration, have been developed and conveyed to purchasers in the normal course of development and sale. The Association shall not be dissolved, this Declaration shall not be

11231  
0548

terminated, and no real property owned by the Association shall be disposed of without prior written approval from the Director of Planning for Chesterfield County.

10.02 Declarant's Rights. Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, 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. So long as Declarant continues to own any real property described on Exhibit A or Exhibit B, no party shall record any declaration of covenants, conditions, and restrictions or similar instrument affecting any portion of the Subdivision without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

10.03 Property Conveyed to the County or State. Any property conveyed to the County of Chesterfield or to the Commonwealth of Virginia for roads or other public use shall not be subject to easements, covenants, conditions, restrictions or obligations created herein and any such easements, covenants, conditions, restrictions, or obligations established herein shall be subordinate to any easements or other property rights existing or hereinafter conveyed to the County of Chesterfield or the Commonwealth of Virginia. This requirement cannot be deleted or amended without the prior written approval of the Director of Planning for Chesterfield County.

WITNESS the following signatures and seals:

*{Signature pages to follow.}*

11231  
0549

THE NASH ROAD/WOODPECKER ROAD, LLC,  
a Virginia limited liability company

[Signature]  
By:  
Its: Manager

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesterfield

On this 20 day of May, 2016, before the undersigned, personally appeared George P. Emerson Jr., Manager of The Nash Road/Woodpecker Road, LLC, a Virginia limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
Notary Public

Notary registration #: 113376  
My commission expires: 9/30/16



LAKEWOOD INVESTMENTS, LLC, a Virginia  
limited liability company

[Signature]  
By:  
Its: Manager

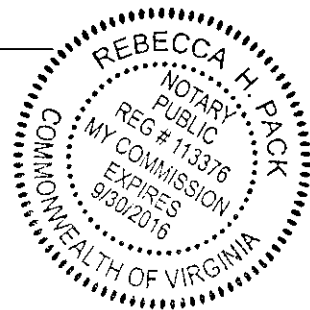
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesterfield

On this 20 day of May, 2016, before the undersigned, personally appeared George P. Emerson, Jr., Manager of Lakewood Investments, LLC, a Virginia limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
Notary Public

Notary registration #: 113376  
My commission expires: 9/30/16



Lakewood Investments, LLC is the maker of a note dated December 30, 2014, secured by, among other things, a deed of trust dated December 30, 2014 (corrected February 24, 2015) from Lakewood Investments, LLC and Lake Margaret, LLC to Franklin Service Corporation, a Virginia corporation, Trustee, recorded in the aforesaid Clerk's Office on December 31, 2014 (correction recorded February 25, 2015) in Deed Book 10742, Page 224 (corrected and re-recorded at 10781, Page 825) for the benefit of TowneBank, successor in interest of Franklin Federal Savings Bank by merger (the "Deed of Trust"). By an Appointment of Substitute Trustee, recorded in the aforesaid Clerk's Office on November 17, 2015, in Deed Book 11055, page 9, TBVAT, LLC, a Virginia limited liability company was named trustee. TBVAT, LLC, Trustee, joins herein for the sole purpose of subordinating the lien, dignity and priority of the Deed of Trust to this Declaration. TowneBank joins herein for the sole purpose of consenting to the Trustee's action.

NOTEHOLDER:

BY: T. Patrick Collins  
(PRESIDENT/VICE-PRESIDENT)  
TOWNEBANK, a Virginia banking corporation

TRUSTEE:

T. Patrick Collins  
TBVAT, LLC, a Virginia limited liability company

State of Virginia  
City/County of Henrico, to-wit:

I, Barbara L. Ebbesen, a Notary Public in and for the City/County of Henrico aforesaid, do certify that T. Patrick Collins, as President of TowneBank whose name is signed to the foregoing writing and acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20 day of May, 2016.

Barbara L. Ebbesen  
NOTARY PUBLIC

My commission expires: 05-31-19  
Registration Number: 7631744

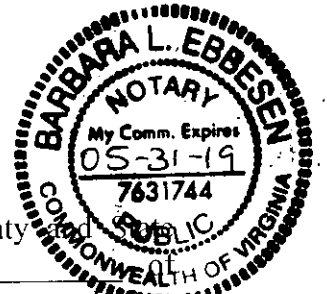
State of Virginia  
City/County of Henrico, to-wit:

I, Barbara L. Ebbesen, a Notary Public in and for the City/County of Henrico aforesaid, do certify that T. Patrick Collins of TBVAT, LLC, in its capacity as Trustee, whose name is signed to the foregoing writing and acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20 day of May, 2016.

Barbara L. Ebbesen  
NOTARY PUBLIC

My commission expires: 05-31-19



11231  
0551

BK 11231 PG 0551

Registration Number: 7631744

**EXHIBIT A**

**SUBMITTED PROPERTY**

ALL that certain tract, piece or parcel of land with improvements thereon and appurtenances thereto belonging, lying and being in Matoaca Magisterial District, Chesterfield County, Virginia, containing 110.29 +/- acres, more or less, as shown on a plat of survey entitled "Complied Plat of +/- 110.29 acres of Land Situated on Woodpecker Road, State Route 626 & Cattail Road, State Route 634, Chesterfield County, Virginia," dated December 29, 2014, revised November 18, 2015, prepared by Highmark Engineering, a copy of which plat is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 237, Page 68, reference to which is made for a more particular description of the property herein submitted.

BEING the same real estate conveyed to Lakewood Investments, LLC, a Virginia limited liability company, by Deed of Bargain and Sale from Lake Margaret, LLC, a Virginia limited liability company, dated December 30, 2014, recorded December 31, 2014, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 10742, Page 219, corrected by Deed signed February 24, 2015, recorded February 25, 2015, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 10781, Page 818 and by Deed signed April 26, 2016, recorded April 26, 2016, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 11198, Page 688.

11231  
0553**EXHIBIT B****ADDITIONAL PROPERTY**

ALL that certain tract, piece or parcel of land with improvements thereon and appurtenances thereto belonging, lying and being in Matoaca District, Chesterfield County, Virginia, containing 830 acres, more or less, shown on a plat of survey entitled "ALTA/ACSM Land Title Survey of +/-830 Acres of Land Situated on Woodpecker Road, State Route 626 and Cattail Road, State Route 634, Dale District, Chesterfield County, Virginia," last revised May 18, 2007, prepared by Townes Site Engineering, which plat is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 178, Page 71, reference to which is made for a more particular description of the additional property.

LESS AND EXCEPT the submitted property as described on Exhibit A.

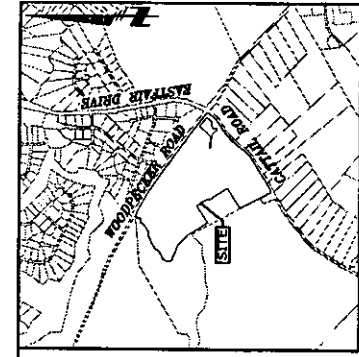
BEING a portion of the same real estate conveyed to Lake Margaret, LLC, a Virginia limited liability company, by Deed from Reality IX LLC, a Virginia limited liability company, dated December 27, 2012, recorded January 2, 2013 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 10017, Page 499.



11231  
0554

BK 11231 PG 0554

EXHIBIT C  
SUBDIVISION PLAT



NOTES:  
 GPIN'S # 787640358500000  
 USES: SINGLE FAMILY RESIDENTIAL  
 ZONING: R-25 ZONING CASE# 13SN0521  
 TENTATIVE CASE NO: 915150234  
 DRAINAGE: CURB & GUTTER  
 SEWER: PRIVATE  
 WATER: PUBLIC  
 TOTAL NUMBER OF LOTS: 62  
 MINIMUM LOT WIDTH: 120 FT.  
 AREA IN LOTS: 90,482 ACRES  
 AREA IN STRIPS: 6.37 ACRES  
 AREA IS OPEN SPACE: 4.523 ACRES  
 AREA IS OPEN SPACE: 2.80 ACRES  
 TOTAL SITE AREA: 108,203 ACRES  
 MINIMUM LOT SIZE: 44,101 SQ.FT.  
 MAXIMUM LOT SIZE: 189,078 SQ.FT.  
 AVERAGE LOT SIZE: 83,584 SQ.FT.  
 HUC-6 CODE: J443, J444

LOT DENSITY OF SUBDIVISION:  
 REQUIRED = < 0.5 DWELLING UNITS/ACRE (PER ZONING CASE 13SN0521)  
 PROVIDED = 40.573 DWELLING UNITS/ACRE  
 REMAINING PORTIONS OF PARCELS 767640358500000 & 788639811400000 REMAIN UNDEVELOPED TO MEET DENSITY REQUIREMENT OF ZONING CASE 13SN0521.

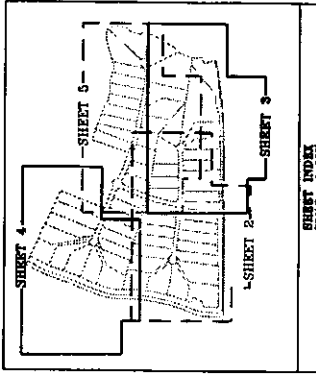
**LAKE MARGARET SECTION 1**

MATAOCA DISTRICT  
 CHESTERFIELD COUNTY, VIRGINIA  
 MAY 17, 2016  
 SUBDIVISION ID NO.: 000-0656-01



**HVM HIGHMARK ENGINEERING**  
 engineering excellence.  
 13281 RIVERS BRND BLVD, SUITE 201, CHESTER, VA 23838  
 (804)-685-2875, bygoner@highmarkeng.com, (804)-630-3844  
 CO. PROJ. #14-0623 SHEET 1 OF 8

NO STRUCTURE EMBELLISHMENTS WILL BE ALLOWED ON RIGHT OF WAY WITHOUT THE COMMITMENT OF, OR ISSUANCE OF A VOT LAND USE PERMIT WITHIN THE TEN-FOOT CLEAR ZONE (MEASURED FROM THE EDGE OF THE STREET PAVEMENT OUT TEN FEET), NO STRUCTURAL EMBELLISHMENT WILL BE PERMITTED THAT IS CLOSER THAN THREE FEET FROM THE EDGE OF PAVEMENT OF THE STREET OR HIGHER THAN SIX INCHES ABOVE THE SURFACE OF THE DRIVE.  
 CBPA COMPLIANCE IS WITH THE LAKE MARGARET PHASE II PLAN AND COMPLIES WITH CBPA THROUGH IMPERVIOUS AREA BEING 16% OR LESS.  
 LOTS MARKED WITH \* CONTAIN RPA CONSERVATION AREA TO REMAIN IN ITS NATURAL STATE, NO STRUCTURE TO BE LOCATED WITHIN RPA LIMITS.  
 LOTS MARKED WITH \*\* CONTAIN US CORPS OF ENGINEERS OR COMMONWEALTH OF VIRGINIA JURISDICTIONAL WETLANDS NOT TO BE DISTURBED WITHOUT WRITTEN PERMISSION FROM THE CORPS OR VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY.  
 THE OWNERSHIP AND MAINTENANCE OF ALL OPEN SPACE AREAS & COMMON AREAS ARE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. A SECOND ACCESS WILL NEED TO BE PROVIDED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE CLUBHOUSE SHALL BE OBTAINED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE BOTH DWELLING UNIT.



NOTES:  
 AGE RESTRICTION: EXCEPT AS OTHERWISE PROHIBITED BY THE VIRGINIA FAIR HOUSING LAW, THE FEDERAL FAIR HOUSING ACT, AND SUCH OTHER APPLICABLE, FEDERAL, STATE OR LOCAL LEGAL REQUIREMENTS, ANY DWELLING BEING CONSTRUCTED OR HOUSING FOR OLDER PERSONS AS DEFINED IN THE FAIR HOUSING LAW AND NO OTHER PERSONS UNDER 18 YEARS OF AGE SHALL RESIDE THEREIN.  
 AREA DEVOTED TO OPEN-SPACE: WITHIN THE R-25 PORTION OF THIS PLAN, CASE 13SN0521, A VARIABLE WIDTH PERPETUAL EASEMENT FOR PUBLIC PEDESTRIAN/BIKE PATH SHALL BE DEDICATED TO CHESTERFIELD COUNTY. THE EASEMENT WITHIN THE OPEN SPACE SHALL BE GENERALLY AS SPECIFIED ON THE LAKE MARGARET PHASE 2 PLAN AND LOCATED TO THE SATISFACTION OF PARKS AND RECREATION.  
 \* LOTS 1 AND 2 ARE ADJACENT TO THE ACTIVE RECREATIONAL AREA WHICH HAS RECEIVED EXCEPTION FOR ZONING CASE.  
 THERE ARE U.S. ARMY CORP OF ENGINEERS JURISDICTIONAL WETLANDS LOCATED WITHIN THE LIMITS OF THIS SUBDIVISION.  
 THE GREENWAY EASEMENT SHALL BE FOR THE CONVEYANCE OF STORMWATER THROUGH LOTS ON WHICH IT IS LOCATED.  
 GREENWAY SHALL BE LEFT IN A NATURAL STATE AND NOT DISTURBED WITHOUT PERMISSION OF CHESTERFIELD COUNTY ENVIRONMENTAL ENGINEERING  
 FLOOD STUDY: "FLOOD INSURANCE STUDY" FOR CHESTERFIELD COUNTY VIRGINIA FEDERAL EMERGENCY MANAGEMENT AGENCY DATED DECEMBER 18, 2012 PANEL NUMBER 5101100309D.  
 BUFFERS ARE EXCLUSIVE OF EASEMENTS AND SETBACKS. THE BUFFERS ARE TO REMAIN UNDISTURBED AND NO ACCESS IS PERMITTED THROUGH TO ANY ADJACENT ROADS. NO ADDITIONAL DISTURBANCE TO THE BUFFERS IS TO BE ALLOWED BEYOND WHAT IS SHOWN ON THE CONSTRUCTION PLANS FOR THIS SUBDIVISION.  
 SOURCE OF WETLAND DELINEATION: BRENT JOHNSON, GEO-SOLUTIONS 600 ELM COURT, HOPEWELL, VA 23060  
 DATE: MARCH 29, 2013

NO BUILDING PERMIT WILL BE ISSUED ON THESE LOTS UNTIL ALL PROPOSED IMPROVEMENTS HAVE BEEN CONSTRUCTED PER APPROVED CONSTRUCTION LOCATION AND FIELD CONDITIONS AT THE TIME OF BUILDING PERMIT APPLICATION. THE SWALE MUST BE SHOWN ON THE IMPROVEMENT SKETCH SUBMITTED WITH THE BUILDING PERMIT APPLICATION AND SHALL BE CONSTRUCTED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.  
 MINIMUM FINISHED FLOOR ELEVATION IS AT 773 OR BELOW WILL REQUIRE OF THE WATER METER  
 MSE - MINIMUM FINISHED FLOOR SPACE ELEVATION  
 MFE - MINIMUM FINISHED FLOOR DRAINAGE ELEVATION  
 MFE - MINIMUM FINISHED FLOOR BLOCKWATER ELEVATION  
 MFE - MINIMUM FINISHED FLOOR FLOOD PLAIN ELEVATION  
 MFE - MINIMUM FINISHED FLOOR SAO ELEVATION  
 FEMA - DUE TO THE PRESENCE OF A FEMA FLOODPLAIN WITHIN THE LIMITS OF THE LOT, THE COUNTY FLOODPLAIN MANAGEMENT ORDINANCE REQUIRES THAT A FEMA ELEVATION CERTIFICATE BE FILLED OUT BY A LICENSED SURVEYOR, ENGINEER, OR ARCHITECT, AND PROVIDED TO EE PRIOR TO THE ISSUANCE OF THE CO.

**SURVEYOR'S CERTIFICATE**  
 TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT IS IN COMPLIANCE WITH ALL OF THE REQUIREMENTS AS SET FORTH IN THE ORDINANCE FOR APPROVING PLATS OF SUBDIVISIONS IN CHESTERFIELD COUNTY, VIRGINIA. MONUMENTS WILL BE SET BY  
 D. BRYANT GAMMON, P.E.

**SOURCE OF TITLE**  
 THE LAND EMBRACED WITHIN THE LIMITS OF THIS SUBDIVISION WAS CONVEYED TO LAKEWOOD INVESTMENTS, LLC FROM LAKE MARGARET, LLC IN DEED BOOK 10742, PAGE 218 DATED 12/30/14 AND RECORDED 02/25/15 WITH PLAY BOOK 228 PAGE 38, DEED BOOK 10781, PAGE 818 DATED 02/24/15 AND RECORDED 02/25/15 WITH PLAY BOOK 228 PAGE 36, & DEED BOOK 11198, PAGE 886 DATED 02/24/15 AND RECORDED 04/28/16 WITH PLAY BOOK 237 PAGE 68 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT COUNTY OF CHESTERFIELD, VIRGINIA.

**SUBDIVISION CERTIFICATE**  
 THE SUBDIVISION OF LAND SHOWN HEREON DESIGNATED AS:  
**LAKE MARGARET - SECTION 1**  
 IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND TRUSTEES, THERE IS A MORTGAGE ON THIS PROPERTY. ALL EASEMENTS, ROADS AND STRIPS ARE OF THE WIDTH AND EXTENT SHOWN AND ARE DEDICATED TO THE COUNTY OF CHESTERFIELD FREE AND UNRESTRICTED. ANY PREVIOUS AGREEMENTS EXCEPT AS NOTED ON THIS PLAT AS OF THE DATE OF THIS CERTIFICATE, THE DEDICATION OF EASEMENTS TO THE COUNTY OF CHESTERFIELD INCLUDES GRANTING THE RIGHT TO MAKE REASONABLE USE OF THE PUBLIC FACILITIES WITHIN THE BOUNDARIES OF EASEMENTS OF HERGIN. ALL EASEMENTS ARE FOR SURFACE AND UNDERGROUND DRAINAGE AND UNDERGROUND UTILITIES EXCEPT AS RESTRICTED IN USE ON THIS PLAT.

GIVEN UNDER OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.  
 LAKEWOOD INVESTMENTS, LLC  
 OWNER:  
 TBVAI, LLC  
 TRUSTEE:  
 COMMONWEALTH OF VIRGINIA TO WIT  
 I, \_\_\_\_\_ OF \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT  
 WHOSE NAMES ARE SIGNED TO THE ABOVE SUBDIVISION CERTIFICATE HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 AND COMMONWEALTH GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

NOTARY PUBLIC MY COMMISSION EXPIRES \_\_\_\_\_ TO WIT  
 COMMONWEALTH OF VIRGINIA TO WIT  
 I, \_\_\_\_\_ OF \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT  
 WHOSE NAMES ARE SIGNED TO THE ABOVE SUBDIVISION CERTIFICATE HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 AND COMMONWEALTH GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

NOTARY PUBLIC MY COMMISSION EXPIRES \_\_\_\_\_ TO WIT  
 COMMONWEALTH OF VIRGINIA TO WIT  
 I, \_\_\_\_\_ OF \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT  
 WHOSE NAMES ARE SIGNED TO THE ABOVE SUBDIVISION CERTIFICATE HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 AND COMMONWEALTH GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

HOMEOWNERS ASSOCIATION COVENANTS AND RESTRICTIONS SEE D.B. \_\_\_\_\_ PG. \_\_\_\_\_

DATE APPROVED CHESTERFIELD COUNTY \_\_\_\_\_

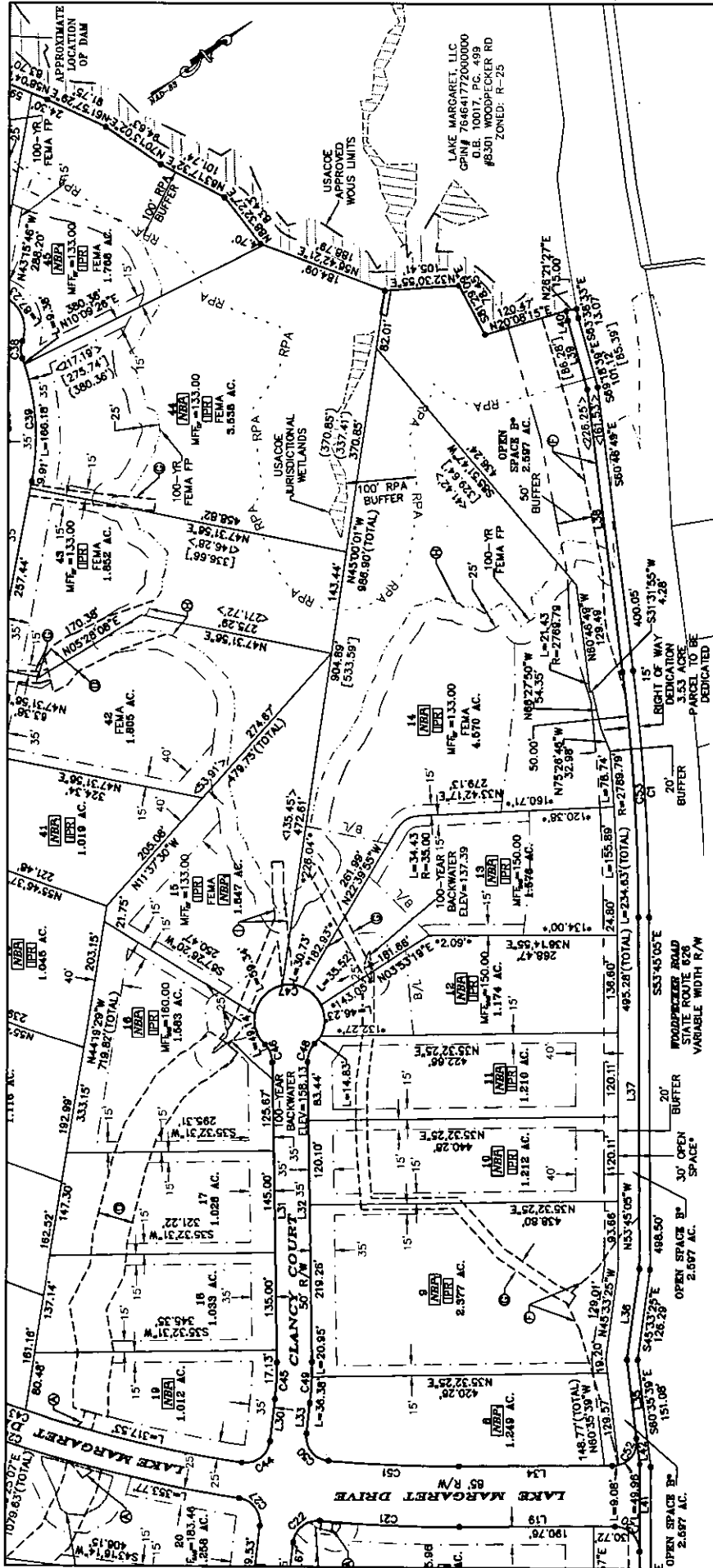
DIRECTOR OF PLANNING \_\_\_\_\_

DEPT. OF ENVIRONMENTAL ENGINEERING \_\_\_\_\_

PLANNING DEPARTMENT \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA**  
 D. BRYANT GAMMON, P.E.  
 Lic. No. 57065  
 MAY 17, 2016  
 PROFESSIONAL





# LAKE MARGARET SECTION 1

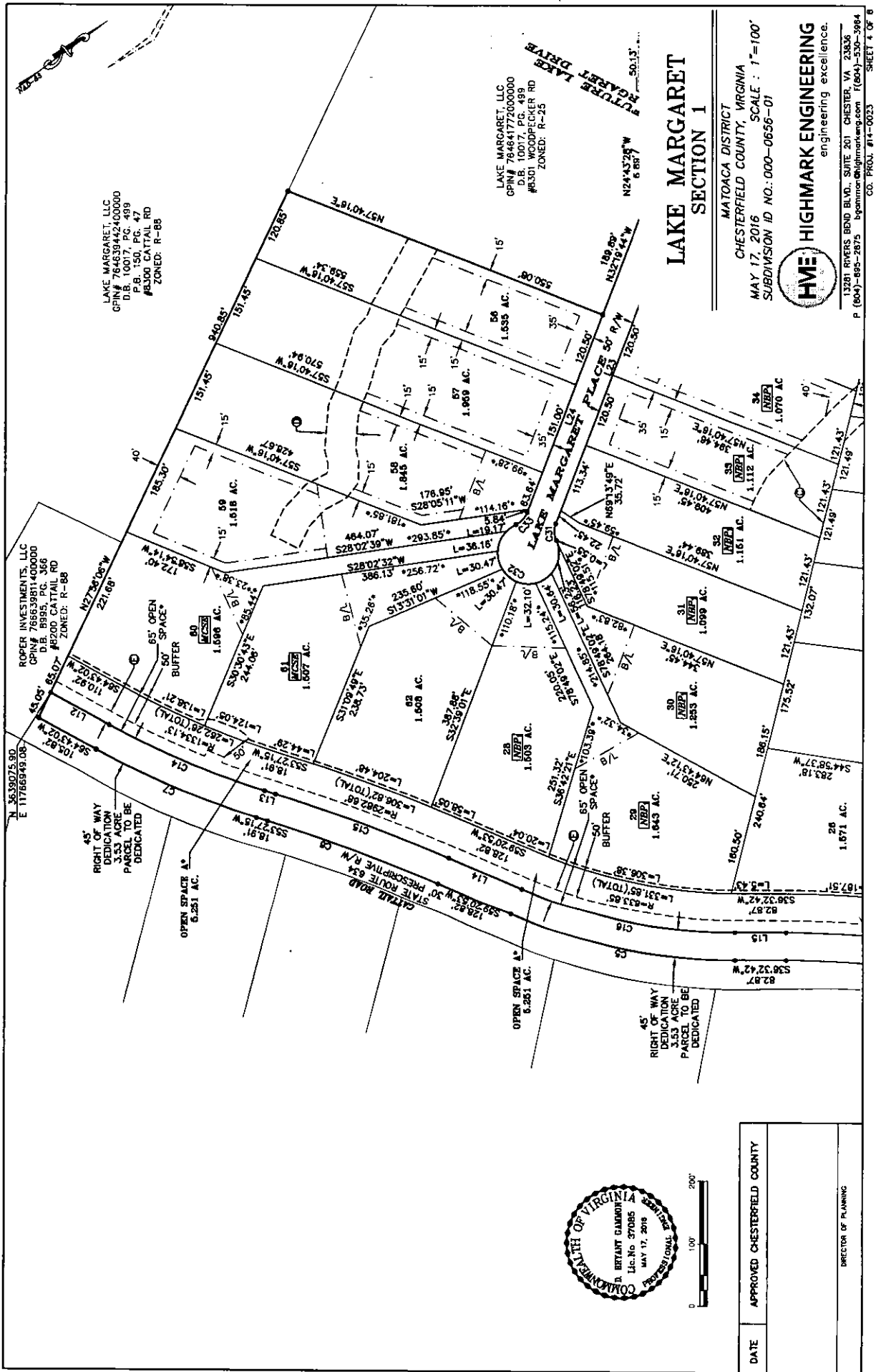
MATOACA DISTRICT  
CHESTERFIELD COUNTY, VIRGINIA  
MAY 17, 2016  
SCALE: 1"=100'  
SUBMISSION ID NO. 000-06556-01



13281 RIVERS BEND BLVD., SUITE 201 CHESTER, VA 23036  
P. (804)-655-2875 bgrammer@highmarkeng.com F.(804)-530-3864  
CO. PROJ. #14-0023 SHEET 3 OF 8



DATE	APPROVED CHESTERFIELD COUNTY
	DIRECTOR OF PLANNING

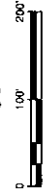


**LAKE MARGARET SECTION 1**

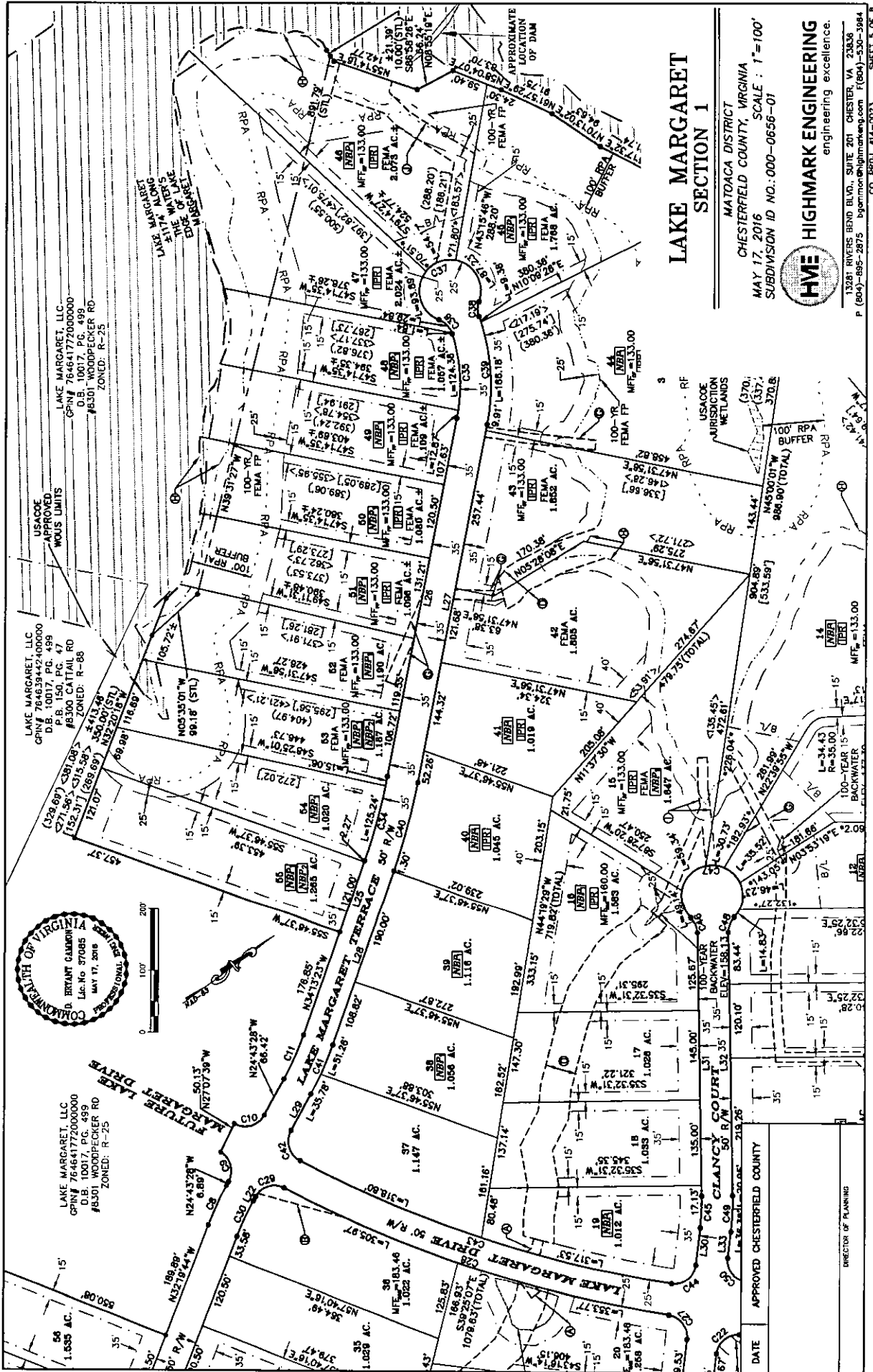
MATOACA DISTRICT  
CHESTERFIELD COUNTY, VIRGINIA  
MAY 17, 2016 SCALE: 1"=100'  
SUBDIVISION ID NO.: 000-0656-01

**HME HIGHMARK ENGINEERING**  
engineering excellence.

13201 RIVERS BEND BLVD., SUITE 201 CHESTER, VA 23836  
P (804)-695-2875 byemail@highmark.com F(804)-530-3964  
CO. PROJ. #14-0023 SHEET # OF 6



DATE	APPROVED CHESTERFIELD COUNTY
DIRECTOR OF PLANNING	



**LAKE MARGARET  
SECTION 1**

MATADEA DISTRICT  
CHESTERFIELD COUNTY, VIRGINIA  
MAY 17, 2016  
SUBDIVISION ID NO.: 000-0656-01



13281 RIVERS BEND BLVD., SUITE 201 CHESTER, VA 23036  
P (804)-895-2875 bghammon@highmarkeng.com F(804)-530-3984  
CO. PROJ. #14-0023 SHEET 5 OF 8

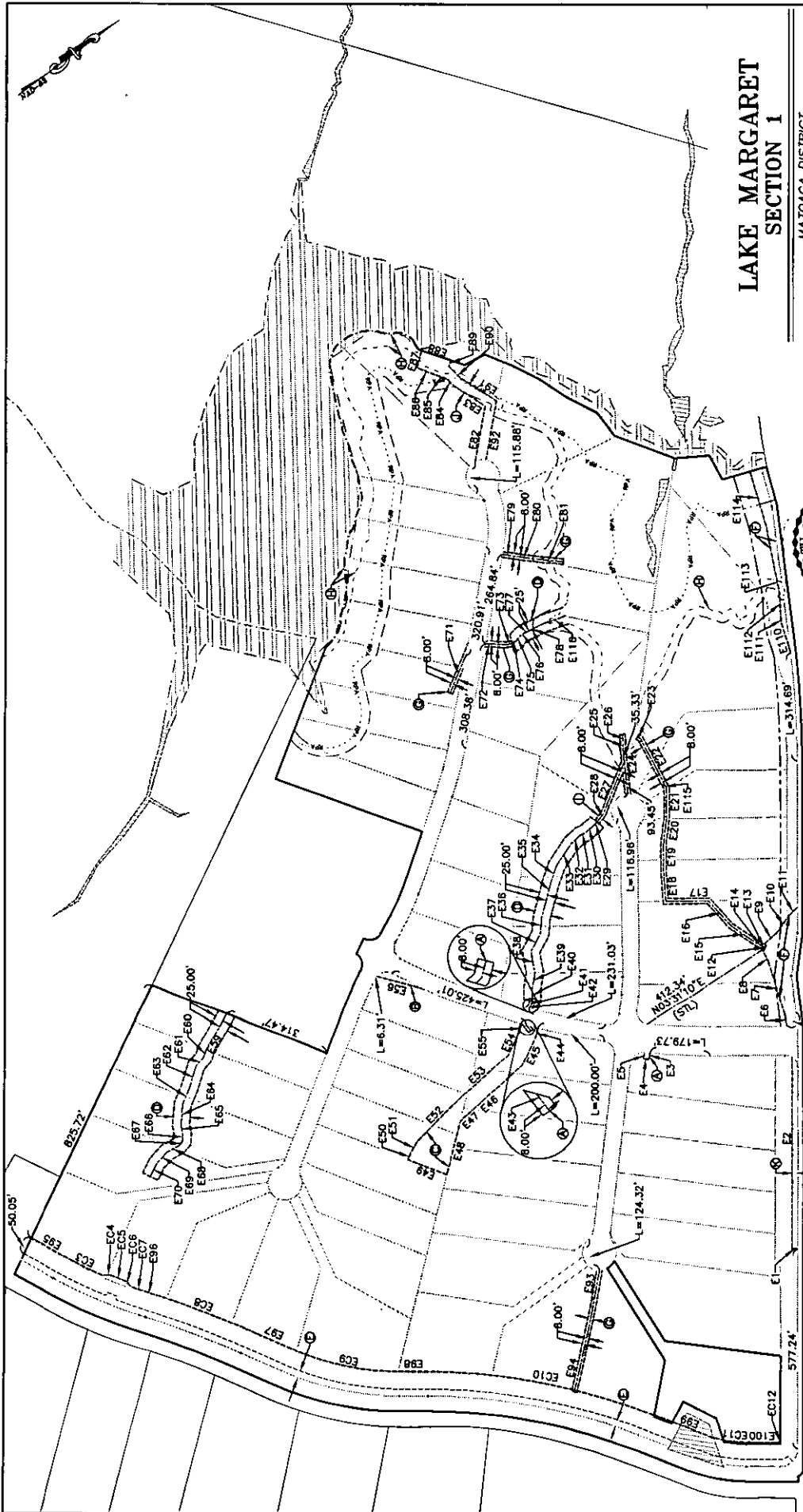


LAKE MARGARET, LLC  
CPIN# 76464172000000  
D.B. 10017, PG. 499  
#8301, WOODPECKER RD  
ZONED: R-25

LAKE MARGARET, LLC  
CPIN# 76463944200000  
D.B. 10017, PG. 499  
#8301, WOODPECKER RD  
ZONED: R-25

LAKE MARGARET, LLC  
CPIN# 76464172000000  
D.B. 10017, PG. 499  
#8301, WOODPECKER RD  
ZONED: R-25

DATE	APPROVED CHESTERFIELD COUNTY
	DIRECTOR OF PLANNING



# LAKE MARGARET SECTION 1

MATOACA DISTRICT  
CHESTERFIELD COUNTY, VIRGINIA  
MAY 17, 2016 SCALE: 1"=200'  
SUBDIVISION ID NO.: 000-0656-01



13281 RIVERS BEND BLVD., SUITE 201 CHESTER, VA 23836  
P (804)-895-2875 bgsamm@highmarkeng.com F(804)-530-3984  
CO. PROJ. #14-0023 SHEET 8 OF 8



DATE	APPROVED CHESTERFIELD COUNTY
	DIRECTOR OF PLANNING







11231  
0563

BK 11231 PG 0563

**EXHIBIT D**

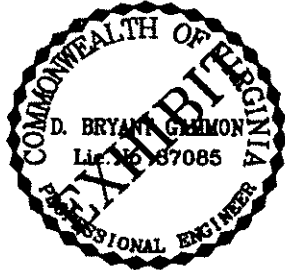
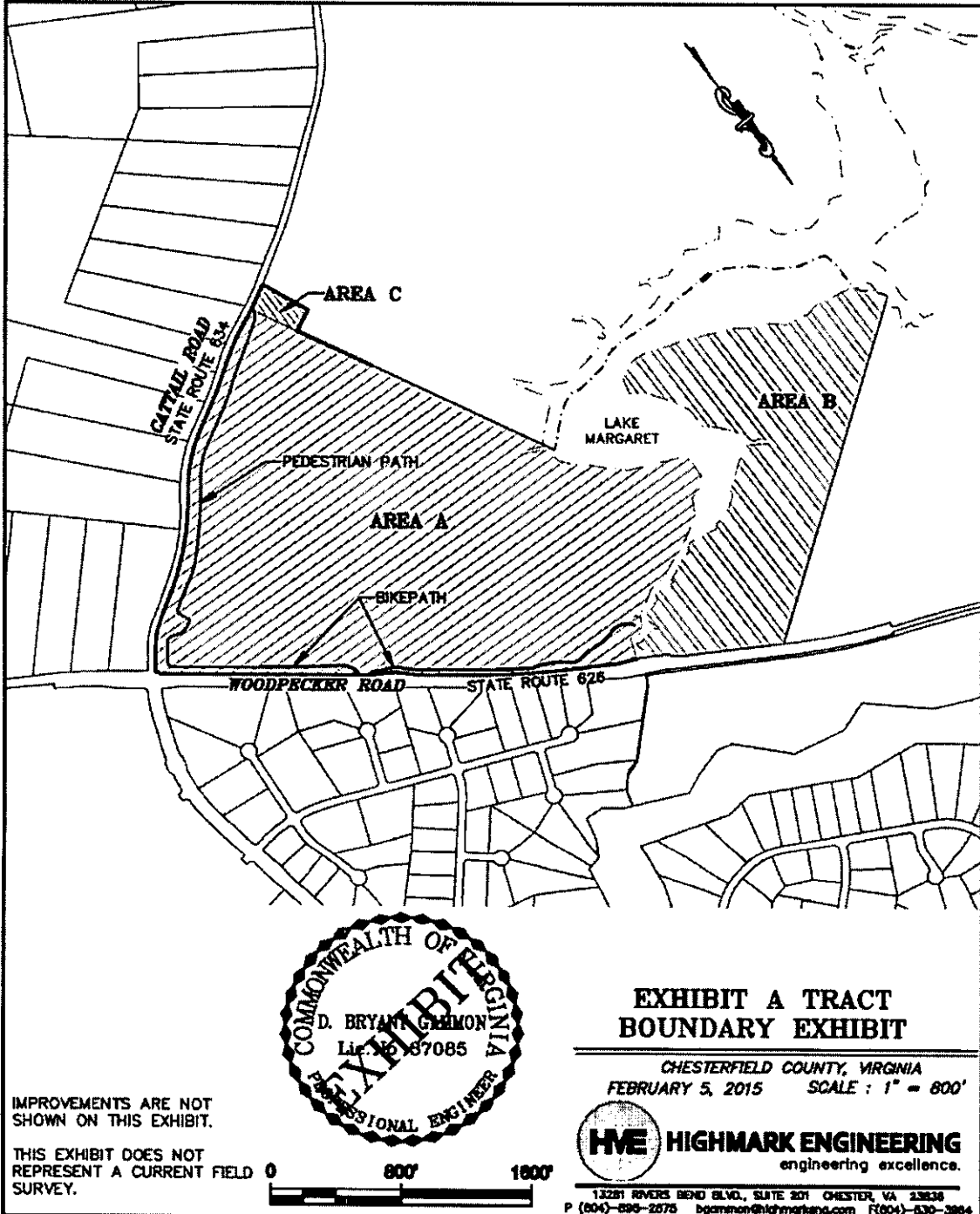
**PLAT SHOWING "AREA A" IN ZONING CASE**

# Exhibit D - Plat Showing "Area A" in Zoning Case

PK 11231 PG 0564

ATTACHMENT 3

EXHIBIT A



### EXHIBIT A TRACT BOUNDARY EXHIBIT

CHESTERFIELD COUNTY, VIRGINIA

FEBRUARY 5, 2015 SCALE: 1" = 800'



13281 RIVERS BEND BLVD., SUITE 201 CHESTER, VA 23636  
P (804)-530-2575 bgannon@highmarkeng.com F(804)-530-3884

IMPROVEMENTS ARE NOT SHOWN ON THIS EXHIBIT.

THIS EXHIBIT DOES NOT REPRESENT A CURRENT FIELD SURVEY.

13SN0521-1

11231  
0565

BK 11231 PG 0565

INSTRUMENT #018553  
RECORDED IN THE CLERK'S OFFICE OF  
CHESTERFIELD ON  
MAY 25, 2016 AT 11:44AM

WENDY S. HUGHES, CLERK  
RECORDED BY: KMT

11314  
0418 VIRGINIA LAND RECORD COVER SHEET  
FORM A - COVER SHEET CONTENT

Instrument Date: 8/1/2016  
Instrument Type: AMEND  
Number of Parcels: 1 Number of Pages: 8  
 City  County

CIRCUIT COURT CLERK  
CHESTERFIELD CO., VA

CHESTERFIELD

16 AUG -2 12 34

029326

TAX EXEMPT? VIRGINIA/FEDERAL LAW  
 Grantor:  
 Grantee:  
Consideration: \$0.00  
Existing Debt: \$0.00  
Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):  
Original Principal: \$0.00  
Fair Market Value Increase: \$0.00

(Area Above Reserved For Deed Stamp Only)

Original Book Number: Original Page Number: Original Instrument Number:

Prior Recording At:  City  County  
CHESTERFIELD Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1  Grantor: LAKE MARGARET HOMEOWNERS ASSOCIATION, INC.  
2  Grantor: LAKEWOOD INVESTMENTS, LLC  
1  Grantee: LAKE MARGARET HOMEOWNERS ASSOCIATION, INC.  
2  Grantee: LAKEWOOD INVESTMENTS, LLC

GRANTEE ADDRESS

Name: LAKE MARGARET HOMEOWNERS ASSOCIATION, INC.

Address: 1904 BYRD AVENUE, SUITE 100

City: RICHMOND State: VA Zip Code: 23230

Book Number: 11231 Page Number: 523 Instrument Number:

Parcel Identification Number (PIN): 768640203300000 Tax Map Number: 768640203300000

Short Property Description: LAKE MARGARET  
SEC 1 001

Current Property Address: 8000 CLANCY PL

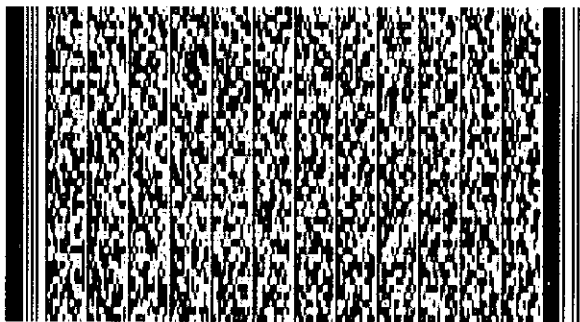
City: CHESTERFIELD State: VA Zip Code: 23838

Instrument Prepared By: CASSIE R. CRAZE Recording Paid By: CRAZE LAW, PLLC

Recording Returned To: CASSIE R. CRAZE

Address: P.O. BOX 1654

City: MIDLOTHIAN State: VA Zip Code: 23113



11314

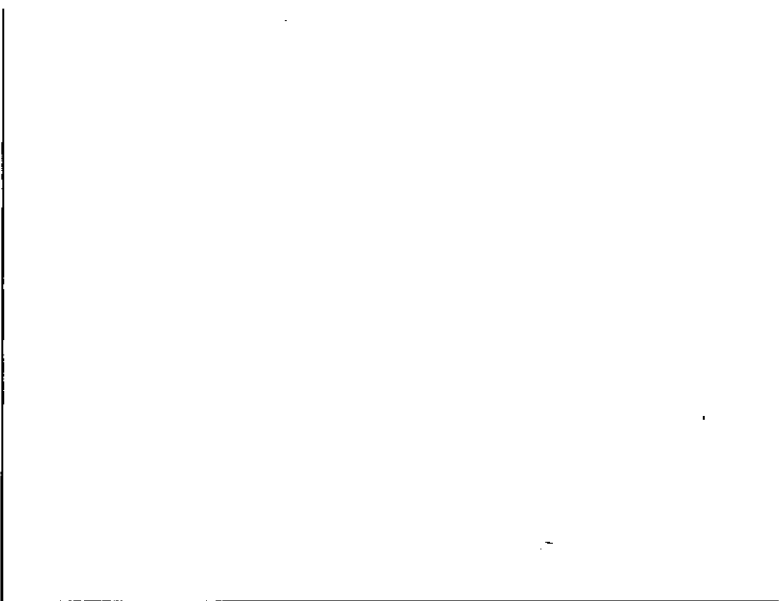
0419 VIRGINIA LAND RECORD COVER SHEET  
FORM B - ADDITIONAL GRANTORS/GRANTEES

Instrument Date: 8/1/2016

Instrument Type: AMEND

Number of Parcels: 1 Number of Pages: 8

[ ] City [X] County  
CHESTERFIELD



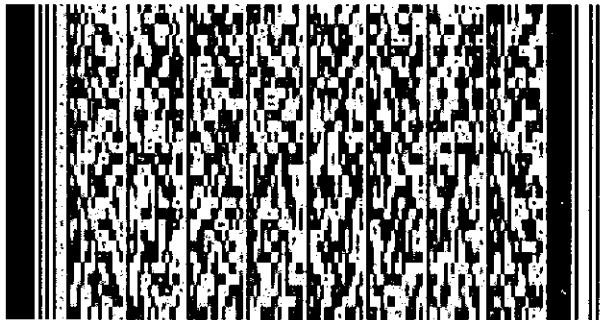
GRANTOR BUSINESS / NAME

(Area Above Reserved For Deed Stamp Only)

- 3 [X] Grantor: THE NASH ROAD/WOODPECKER ROAD, LLC
- 4 [X] Grantor: THE NASH ROAD/WOODPECKER ROAD TRUST AGREEMENT
- [ ] Grantor:
- [ ] Grantor:
- [ ] Grantor:
- [ ] Grantor:
- [ ] Grantor:
- [ ] Grantor:

GRANTEE BUSINESS / NAME

- 3 [X] Grantee: THE NASH ROAD/WOODPECKER ROAD, LLC
- 4 [X] Grantee: THE NASH ROAD/WOODPECKER ROAD TRUST AGREEMENT
- [ ] Grantee:
- [ ] Grantee:
- [ ] Grantee:
- [ ] Grantee:
- [ ] Grantee:
- [ ] Grantee:



Prepared by and return to:  
Cassie R. Craze, VSB #70054  
P.O. Box 1654  
Midlothian, VA 23113

Tax Map Nos. 768640203300000 and additional listed in Schedule A attached

FIRST AMENDMENT TO  
SUPPLEMENTAL DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS, AND CONDITIONS  
AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKE MARGARET, SECTION 1

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE MARGARET, SECTION 1 (“Amendment”) is made this 1<sup>st</sup> day of August, 2016, by LAKE MARGARET HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation (“Association”); LAKEWOOD INVESTMENTS, LLC, a Virginia limited liability company (“Declarant”); and THE NASH ROAD/WOODPECKER ROAD, LLC, a Virginia limited liability company and successor to THE NASH ROAD/WOODPECKER ROAD TRUST AGREEMENT (“Developer”) (all “Grantor” and “Grantee” for indexing purposes).

WITNESSETH

WHEREAS, a Supplemental Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions and Declaration of Covenants, Conditions and Restrictions for Lake Margaret, Section 1, was recorded in the Clerk’s Office for the Circuit Court of Chesterfield County, Virginia on May 25, 2016 in Deed Book 11231, Pages 523, et seq. (the “Declaration”);

WHEREAS, pursuant to Article X, Section 10.01 of the Declaration, the Declaration may be amended at any time by an instrument approved by more than two-thirds (2/3) of all of the members of the Association;

WHEREAS, pursuant to §55-515.1(F) of the Property Owners’ Association Act, Code of Virginia, 1950, as amended, agreement of the lot owners subject to the Declaration to an amendment to the Declaration shall be evidenced by their execution of the amendment, or ratifications thereof, and the same shall become effective when the same is recorded together with a certification, signed by the principal officer of the Association, that the requisite majority of the lot owners signed the amendment or ratifications thereof;

WHEREAS, Lakewood Investments, LLC, a Virginia limited liability company is the Declarant and owner of more than two-thirds (2/3) of all of the lots subject to the Declaration and thus holds more than two-thirds (2/3) of the membership interests in the Association;

WHEREAS, Developer is the successor to The Nash Road/Woodpecker Road Trust Agreement as developer of The Highlands subdivision;

WHEREAS, Declarant and Developer have signed this Amendment to indicate their approval of and consent to the Amendment;

NOW, THEREFORE, the aforementioned Declaration is hereby amended as follows:

1. Article I, Section 1.04 of the Declaration shall be amended so that Article I, Section 1.04 of the Declaration, shall read, in its entirety, as follows:

1.04 Common Area. "Common Area" shall mean and refer to those tracts of land with any improvements thereon which are deeded to the Association and designated in such deed as "Common Area" and those areas shown on any plat as "Lake Margaret Common Area." All Common Areas are to be devoted to and intended for the common use and enjoyment of the Declarant, Owners, and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association. The Subdivision Plat also shows various tracts of land designated as "Open Space." All such "Open Space" tracts shall be conveyed by the Declarant to the Master Association as Common Properties of the Master Association in accordance with the Master Declarations. Subject to the limitations set forth herein, the Association shall be deemed to have accepted as Common Area any property or interest therein conveyed to it by, or with the written consent of, the Declarant. Upon completion of any improvements upon such property that are to be installed by the Declarant such that the facility is functionally complete, the Association shall become responsible for all maintenance on any Common Area and (in accordance with the Master Declarations) the Master Association shall become responsible for all maintenance on the "Open Space" tracts regardless of whether such property has actually been conveyed by the Declarant to the Association or Master Association.

2. Article IX, Section 9.03 of the Declaration shall be amended so that Article IX, Section 9.03 of the Declaration, shall read, in its entirety, as follows:

9.03 Acquisition of Additional Common Area. Declarant may convey to the Association or consent in writing to the conveyance of additional real estate, improved or unimproved, located within the properties described in Exhibit B or adjacent to the Property, which upon conveyance or dedication to the Association shall be deemed accepted by the Association. The Subdivision Plat, including any additional plat or plats that may be recorded as all or part of the Additional Property is added, may show various tracts of land which may be designated as "Open Space" or "Lake Margaret Common Area." Any tracts designated as "Lake Margaret Common Area" shall be Common Area of the Association and any tract designated as "Open Space" shall be Common Properties of the Master Association in accordance with the Master Declarations.

3. This Amendment shall be effective as of the date it is recorded in the Clerk's Office.

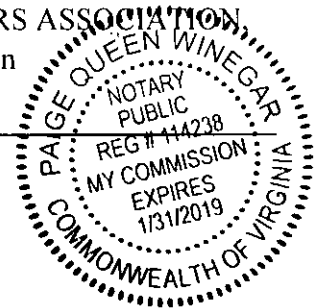


- 4. All provisions of the Declaration not expressly amended herein shall be and remain in full force and effect.

IN WITNESS WHEREOF, the President of the Association, the Declarant, and the Developer have caused this Amendment to be executed on the date set forth below.

LAKE MARGARET HOMEOWNERS ASSOCIATION  
INC., a Virginia non-stock corporation

*GPC*  
By George P. Emerson, Jr., President



COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

On this 1 day of August, 2016, before me, the undersigned notary public, personally appeared George P. Emerson, Jr., as President of Lake Margaret Homeowners Association, Inc., a Virginia non-stock corporation, who is 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Registration #: 114238  
My commission expires: January 31, 2019

*Paige Queen Winegar*  
Notary Public

LAKWOOD INVESTMENTS, LLC, a Virginia limited liability company  
BY: Emerson Companies, LLC, a Virginia limited liability company, Manager

[Signature]  
By George P. Emerson, Jr., Manager

COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

On this 1 day of August, 2016, before me, the undersigned notary public, personally appeared George P. Emerson, Jr., as Manager of Emerson Companies, LLC, the Manager of Lakewood Investments, LLC, a Virginia limited liability company, who is 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.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
Notary Public

Registration #: 114238  
My commission expires: January 31, 2019

THE NASH ROAD/WOODPECKER ROAD, LLC,  
a Virginia limited liability company

[Signature]  
By: George P. Emerson, Jr., Manager

COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

On this 1 day of August, 2016, before the undersigned, personally appeared George P. Emerson, Jr., Manager of The Nash Road/Woodpecker Road, LLC, a Virginia limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes contained herein.



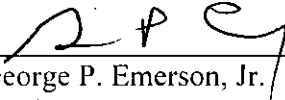
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
Notary Public

Notary registration #: 114238  
My commission expires: January 31, 2019

CERTIFICATION OF THE PRESIDENT

The undersigned President of the Lake Margaret Homeowners Association, Inc. does hereby certify that the requisite majority of the members of the Association and lot owners subject to the Declaration signed the foregoing First Amendment to Supplemental Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions and Declaration of Covenants, Conditions and Restrictions for Lake Margaret, Section 1, and the Amendment was duly approved as required by: (1) Article X, Section 10.01 of the Declaration; and (2) §55-515.1 of the Property Owners' Association Act, Code of Virginia, 1950, as amended.

  
George P. Emerson, Jr.  
President

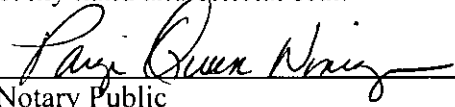


COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

On this 1 day of August, 2016, before me, the undersigned Notary Public, personally appeared George P. Emerson, Jr., as President of Lake Margaret Homeowners Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Certification and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Registration #: 114238  
My commission expires: January 31, 2019

  
Notary Public

SCHEDULE A

TAX MAP NUMBERS

08000 CLANCY PL	768640203300000	LAKE MARGARET SEC 1 001
08012 CLANCY PL	768640246300000	LAKE MARGARET SEC 1 002
08018 CLANCY PL	768640087000000	LAKE MARGARET SEC 1 003
08024 CLANCY PL	767640997700000	LAKE MARGARET SEC 1 004
08030 CLANCY PL	767640898500000	LAKE MARGARET SEC 1 005
08036 CLANCY PL	767640809200000	LAKE MARGARET SEC 1 006
08042 CLANCY PL	767641710100000	LAKE MARGARET SEC 1 007
08100 CLANCY CT	767641551600000	LAKE MARGARET SEC 1 008
08106 CLANCY CT	767641402700000	LAKE MARGARET SEC 1 009
08112 CLANCY CT	767641253700000	LAKE MARGARET SEC 1 010
08118 CLANCY CT	767641164400000	LAKE MARGARET SEC 1 011
08124 CLANCY CT	767641085400000	LAKE MARGARET SEC 1 012
08130 CLANCY CT	766641976800000	LAKE MARGARET SEC 1 013
08136 CLANCY CT	766641677600000	LAKE MARGARET SEC 1 014
08131 CLANCY CT	766641723600000	LAKE MARGARET SEC 1 015
08119 CLANCY CT	766641891200000	LAKE MARGARET SEC 1 016
08113 CLANCY CT	767641050000000	LAKE MARGARET SEC 1 017
08107 CLANCY CT	767640169000000	LAKE MARGARET SEC 1 018
08101 CLANCY CT	767640278300000	LAKE MARGARET SEC 1 019
08043 CLANCY PL	767640376700000	LAKE MARGARET SEC 1 020
08037 CLANCY PL	767640465800000	LAKE MARGARET SEC 1 021
08031 CLANCY PL	767640554900000	LAKE MARGARET SEC 1 022
08025 CLANCY PL	767640634100000	LAKE MARGARET SEC 1 023
08019 CLANCY PL	767640713100000	LAKE MARGARET SEC 1 024
08013 CLANCY PL	767640781700000	LAKE MARGARET SEC 1 025
08007 CLANCY PL	767640880000000	LAKE MARGARET SEC 1 026
08001 CLANCY PL	768640042000000	LAKE MARGARET SEC 1 027
08000 LAKE MARGARET PL	767639456500000	LAKE MARGARET SEC 1 028
08004 LAKE MARGARET PL	767639657500000	LAKE MARGARET SEC 1 029
08008 LAKE MARGARET PL	767639559000000	LAKE MARGARET SEC 1 030

08012 LAKE MARGARET PL	767639439800000	LAKE MARGARET SEC 1 031
08018 LAKE MARGARET PL	767640350700000	LAKE MARGARET SEC 1 032
08024 LAKE MARGARET PL	767640281700000	LAKE MARGARET SEC 1 033
08030 LAKE MARGARET PL	767640212700000	LAKE MARGARET SEC 1 034
08036 LAKE MARGARET PL	767640143600000	LAKE MARGARET SEC 1 035
08042 LAKE MARGARET PL	767640064600000	LAKE MARGARET SEC 1 036
08100 LAKE MARGARET TR	766640986300000	LAKE MARGARET SEC 1 037
08106 LAKE MARGARET TR	766640887500000	LAKE MARGARET SEC 1 038
08112 LAKE MARGARET TR	766640778900000	LAKE MARGARET SEC 1 039
08118 LAKE MARGARET TR	766641640400000	LAKE MARGARET SEC 1 040
08130 LAKE MARGARET TR	766641542000000	LAKE MARGARET SEC 1 041
08136 LAKE MARGARET TR	766641473900000	LAKE MARGARET SEC 1 042
08142 LAKE MARGARET TR	766641345100000	LAKE MARGARET SEC 1 043
08154 LAKE MARGARET TR	766641197300000	LAKE MARGARET SEC 1 044
08160 LAKE MARGARET TR	765641907400000	LAKE MARGARET SEC 1 045
08167 LAKE MARGARET TR	765641625600000	LAKE MARGARET SEC 1 046
08161 LAKE MARGARET TR	765641663600000	LAKE MARGARET SEC 1 047
08155 LAKE MARGARET TR	765641883300000	LAKE MARGARET SEC 1 048
08149 LAKE MARGARET TR	765641972400000	LAKE MARGARET SEC 1 049
08143 LAKE MARGARET TR	766641051500000	LAKE MARGARET SEC 1 050
08137 LAKE MARGARET TR	766641140700000	LAKE MARGARET SEC 1 051
08131 LAKE MARGARET	766640219600000	LAKE MARGARET SEC 1 052

TR

08125 LAKE MARGARET TR	766640298700000	LAKE MARGARET SEC 1 053
08119 LAKE MARGARET TR	766640377900000	LAKE MARGARET SEC 1 054
08113 LAKE MARGARET TR	766640416900000	LAKE MARGARET SEC 1 055
08031 LAKE MARGARET PL	766639799600000	LAKE MARGARET SEC 1 056
08025 LAKE MARGARET PL	766639868400000	LAKE MARGARET SEC 1 057
08019 LAKE MARGARET PL	766639917000000	LAKE MARGARET SEC 1 058
08013 LAKE MARGARET PL	766639935300000	LAKE MARGARET SEC 1 059
08009 LAKE MARGARET PL	766639993500000	LAKE MARGARET SEC 1 060
08005 LAKE MARGARET PL	767639154700000	LAKE MARGARET SEC 1 061
08001 LAKE MARGARET PL	767639295500000	LAKE MARGARET SEC 1 062
12801 LAKE MARGARET DR	768640301800000	LAKE MARGARET SEC 1 OPEN SP A
12800 LAKE MARGARET DR	766642590400000	LAKE MARGARET SEC 1 OPEN SP B

INSTRUMENT #29326  
RECORDED IN THE CLERK'S OFFICE OF  
CHESTERFIELD ON  
AUGUST 2, 2016 AT 12:34PM

WENDY S. HUGHES, CLERK  
RECORDED BY: LCB

11314  
0428  
VIRGINIA LAND RECORD COVER SHEET  
FORM A - COVER SHEET CONTENT

BK 11314 PG 0428

35-

Instrument Date: 8/1/2016  
Instrument Type: ASGMT  
Number of Parcels: 1 Number of Pages: 11  
 City  County

CIRCUIT COURT CLERK  
CHESTERFIELD CO., VA

CHESTERFIELD

16 AUG -2 12 34

029327

TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor:

Grantee:

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

(Area Above Reserved For Deed Stamp Only)

Original Book Number: Original Page Number: Original Instrument Number:

Prior Recording At:  City  County

CHESTERFIELD

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1  Grantor: THE NASH ROAD/WOODPECKER ROAD, LLC

2  Grantor: THE NASH ROAD/WOODPECKER ROAD TRUST AGREEMENT

1  Grantee: LAKEWOOD INVESTMENTS, LLC

2  Grantee: LAKE MARGARET, LLC

GRANTEE ADDRESS

Name: LAKEWOOD INVESTMENTS, LLC

Address: 13281 RIVERS BEND BLVD #201

City: CHESTER State: VA Zip Code: 23836

Book Number: 2221 Page Number: 1352 Instrument Number:

Parcel Identification Number (PIN): 768640203300000 Tax Map Number: 768640203300000

Short Property Description: LAKE MARGARET

SEC 1 001

Current Property Address: 8000 CLANCY PL

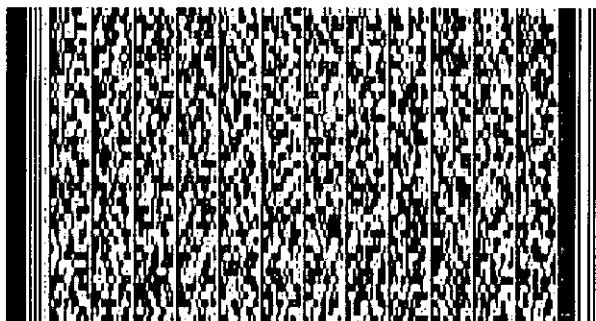
City: CHESTERFIELD State: VA Zip Code: 23838

Instrument Prepared By: CASSIE R. CRAZE Recording Paid By: CRAZE LAW, PLLC

Recording Returned To: CASSIE R. CRAZE

Address: P.O. BOX 1654

City: MIDLOTHIAN State: VA Zip Code: 23113



11314  
0429

Prepared by  
Cassie R. Craze, VSB #70054  
P.O. Box 1654  
Midlothian, VA 23113

Tax Map #: 768640203300000 and additional listed in Schedule A attached

PARTIAL ASSIGNMENT OF DEVELOPER RIGHTS

THIS PARTIAL ASSIGNMENT OF DEVELOPER RIGHTS (the "Assignment") is entered into the 1 day of August, 2016, by and between THE NASH ROAD/WOODPECKER ROAD, LLC, a Virginia limited liability company and successor to THE NASH ROAD/WOODPECKER ROAD TRUST AGREEMENT (Grantor for indexing purposes); LAKEWOOD INVESTMENTS, LLC, a Virginia limited liability company; and LAKE MARGARET, LLC, a Virginia limited liability company (both Grantees for indexing purposes).

WITNESSETH:

WHEREAS, The Nash Road/Woodpecker Road Trust Agreement was the Developer and Oliver D. Rudy, Trustee of The Nash Road/Woodpecker Road Trust Agreement was the Proprietor under that certain Declaration of Covenants and Restrictions Affecting All Property Known as The Highlands Owned by Oliver D. Rudy, Trustee Under the Provisions of a Trust Agreement Dated March 20, 1988, Designated as Nash Road/Woodpecker Road Trust Agreement, as recorded in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia ("Clerk's Office") in Deed Book 2221, Page 1352, as amended and supplemented ("Property Declaration") and that certain Declaration of Covenants and Restrictions of The Highlands Community Association, Inc. and Oliver D. Rudy, Trustee Under the Provisions of a Trust Agreement Dated March 20, 1988 and Designated as the Nash Road/Woodpecker Road



11314  
0430

Trust Agreement, as recorded in the Clerk's Office in Deed Book 2221, Page 1373, as amended and supplemented ("Association Declaration");

WHEREAS, certain real property was subjected to the Property Declaration and the Association Declaration by virtue of The Nash Road/Woodpecker Road Trust Agreement's recording of the Property Declaration and the Association Declaration in the Clerk's Office and a common scheme of development was established for the real property known as "The Highlands" (as defined in the Association Declaration); and

WHEREAS, pursuant to the definitions as set forth in the Property Declaration and the Association Declaration, the Developer of The Highlands is The Nash Road/Woodpecker Road Trust Agreement or its successors and assigns and the Proprietor is Oliver D. Rudy, Trustee and his successors and assigns; and

WHEREAS, Oliver D. Rudy, Trustee is now deceased, The Nash Road/Woodpecker Road Trust has been dissolved, and all assets of such Trust have been transferred to The Nash Road/Woodpecker Road, LLC;

WHEREAS, The Nash Road/Woodpecker Road, LLC is the successor to The Nash Road/Woodpecker Trust Agreement as owner of the real property and other assets previously held by The Nash Road/Woodpecker Road Trust Agreement and as Developer and Proprietor under the Property Declaration and the Association Declaration;

WHEREAS, Lakewood Investments, LLC is the owner of certain real property that is being or will be developed as part of The Highlands, and it is intended that Lakewood Investments, LLC shall have the rights of the Developer and Proprietor as to the real property in

11314  
0431

The Highlands that it owns and/or develops as set forth in the Property Declaration and the Association Declaration, including the right to subject real property that its owns to the Property Declaration and the Association Declaration, convey Common Properties to The Highlands Community Association, Inc., and architectural review authority as to all new construction on the real property within The Highlands that its develops;

WHEREAS, Lake Margaret, LLC is the owner of certain real property that may later be developed as part of The Highlands, and it is intended that Lake Margaret, LLC shall have the rights of the Developer and Proprietor as to the real property in The Highlands that it owns and/or develops as set forth in the Property Declaration and the Association Declaration, including the right to subject real property that it owns to the Property Declaration and the Association Declaration, convey Common Properties to The Highlands Community Association, Inc., and architectural review authority as to all new construction on the real property within The Highlands that its develops;

WHEREAS, this Partial Assignment is intended to confirm that the Developer and Proprietor rights as set forth in the Property Declaration and the Association Declaration have been assigned to Lakewood Investments, LLC and Lake Margaret, LLC as to the real property that they each own and develop to the extent that such rights have not previously been assigned to The Highlands Community Association, Inc. by the Partial Assignment of Declarant's Rights recorded in the Clerk's Office on October 5, 2005 in Deed Book 6687, Page 474;

NOW, THEREFORE, in consideration of one dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

11314  
0432

1. The Nash Road/Woodpecker Road, LLC, as successor to The Nash Road/Woodpecker Road Trust Agreement and Oliver D. Rudy, Trustee of The Nash Road/Woodpecker Road Trust Agreement, shall retain all rights as Developer and Proprietor under the Property Declaration and Association Declaration that have not previously been assigned to The Highlands Community Association, Inc., and that are not being assigned by this Assignment, as to any property that it owns and/or develops, now or in the future, as part of The Highlands;

2. The Nash Road/Woodpecker Road, LLC, as successor to The Nash Road/Woodpecker Road Trust Agreement and Oliver D. Rudy, Trustee of The Nash Road/Woodpecker Road Trust Agreement, hereby assigns its rights as Developer and Proprietor under the Property Declaration and the Association Declaration to Lakewood Investments, LLC as to any real property that is owned and/or developed by Lakewood Investments, LLC, now or in the future, as part of The Highlands. The rights assigned to Lakewood Investments, LLC shall expressly include, but are not limited to, the right to bring additional real property within the plan and operation of the Property Declaration and the Association Declaration, the right to convey Common Properties to The Highlands Community Association, Inc., and architectural review authority as to all new construction on the real property within The Highlands that it develops. Lakewood Investments, LLC hereby accepts the assignment of these rights.

3. The Nash Road/Woodpecker Road, LLC, as successor to The Nash Road/Woodpecker Road Trust Agreement and Oliver D. Rudy, Trustee of The Nash Road/Woodpecker Road Trust Agreement, hereby assigns its rights as Developer and Proprietor under the Property Declaration and the Association Declaration to Lake Margaret, LLC as to any real property that is owned and/or developed by Lake Margaret, LLC, now or in the future, as

11314  
0433

part of The Highlands. The rights assigned to Lake Margaret, LLC shall expressly include, but are not limited to, the right to bring additional real property within the plan and operation of the Property Declaration and the Association Declaration, the right to convey Common Properties to The Highlands Community Association, Inc., and architectural review authority as to all new construction on the real property within The Highlands that it develops. Lake Margaret, LLC hereby accepts the assignment of these rights.

4. The parties further agree that, in the event that Lakewood Investments, LLC or Lake Margaret, LLC conveys any real property that either of them owns and/or has begun to develop as part of The Highlands to any other entity for development or completion of development, the rights of Lakewood Investments, LLC and/or Lake Margaret, LLC as Developer and Proprietor may also be assigned and conveyed to that entity as part of such conveyance.

5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representative, successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their signature and seals, intending to be legally bound thereby.

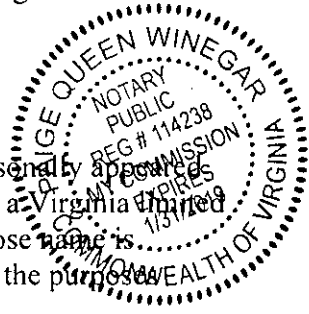
*{Signatures begin on the following page.}*

THE NASH ROAD/WOODPECKER ROAD, LLC,  
a Virginia limited liability company

*GPC*  
By: George P. Emerson, Jr., Manager

COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

On this 1 day of August, 2016, before the undersigned, personally appeared  
George P. Emerson, Jr., Manager of The Nash Road/Woodpecker Road, LLC, a Virginia limited  
liability company, known to me (or satisfactorily proven) to be the person whose name is  
subscribed to this instrument and acknowledged that he executed the same for the purposes  
contained herein.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Paige Queen Winegar*  
Notary Public

Notary registration #: 114238  
My commission expires: January 31, 2019

LAKWOOD INVESTMENTS, LLC, a Virginia  
limited liability company

BY: Emerson Companies, LLC, a Virginia limited  
liability company, Manager

*GPC*  
By George P. Emerson, Jr., Manager



COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

On this 1 day of August, 2016, before the undersigned, personally appeared  
George P. Emerson, Jr., Manager of Lakewood Investments, LLC, a Virginia limited liability  
company, known to me (or satisfactorily proven) to be the person whose name is subscribed to  
this instrument and acknowledged that he executed the same for the purposes contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Paige Queen Winegar*  
Notary Public

Notary registration #: 114238  
My commission expires: January 31, 2019

11314  
0435

LAKE MARGARET, LLC, a Virginia limited liability company

GPC  
By George P. Emerson, Jr., Manager



COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

On this 1 day of August, 2016, before the undersigned, personally appeared George P. Emerson, Jr., Manager of Lake Margaret, LLC, a Virginia limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Paige Queen Winegar  
Notary Public

Notary registration #: 114238  
My commission expires: January 31, 2019

**SCHEDULE A**  
**TAX MAP NUMBERS**

08000 CLANCY PL	768640203300000 LAKE MARGARET SEC 1 001
08012 CLANCY PL	768640246300000 LAKE MARGARET SEC 1 002
08018 CLANCY PL	768640087000000 LAKE MARGARET SEC 1 003
08024 CLANCY PL	767640997700000 LAKE MARGARET SEC 1 004
08030 CLANCY PL	767640898500000 LAKE MARGARET SEC 1 005
08036 CLANCY PL	767640809200000 LAKE MARGARET SEC 1 006
08042 CLANCY PL	767641710100000 LAKE MARGARET SEC 1 007
08100 CLANCY CT	767641551600000 LAKE MARGARET SEC 1 008
08106 CLANCY CT	767641402700000 LAKE MARGARET SEC 1 009
08112 CLANCY CT	767641253700000 LAKE MARGARET SEC 1 010
08118 CLANCY CT	767641164400000 LAKE MARGARET SEC 1 011
08124 CLANCY CT	767641085400000 LAKE MARGARET SEC 1 012
08130 CLANCY CT	766641976800000 LAKE MARGARET SEC 1 013
08136 CLANCY CT	766641677600000 LAKE MARGARET SEC 1 014
08131 CLANCY CT	766641723600000 LAKE MARGARET SEC 1 015
08119 CLANCY CT	766641891200000 LAKE MARGARET SEC 1 016
08113 CLANCY CT	767641050000000 LAKE MARGARET SEC 1 017
08107 CLANCY CT	767640169000000 LAKE MARGARET SEC 1 018
08101 CLANCY CT	767640278300000 LAKE MARGARET SEC 1 019
08043 CLANCY PL	767640376700000 LAKE MARGARET SEC 1 020

11314  
0437

08037 CLANCY PL	767640465800000	LAKE MARGARET SEC 1 021
08031 CLANCY PL	767640554900000	LAKE MARGARET SEC 1 022
08025 CLANCY PL	767640634100000	LAKE MARGARET SEC 1 023
08019 CLANCY PL	767640713100000	LAKE MARGARET SEC 1 024
08013 CLANCY PL	767640781700000	LAKE MARGARET SEC 1 025
08007 CLANCY PL	767640880000000	LAKE MARGARET SEC 1 026
08001 CLANCY PL	768640042000000	LAKE MARGARET SEC 1 027
08000 LAKE MARGARET PL	767639456500000	LAKE MARGARET SEC 1 028
08004 LAKE MARGARET PL	767639657500000	LAKE MARGARET SEC 1 029
08008 LAKE MARGARET PL	767639559000000	LAKE MARGARET SEC 1 030
08012 LAKE MARGARET PL	767639439800000	LAKE MARGARET SEC 1 031
08018 LAKE MARGARET PL	767640350700000	LAKE MARGARET SEC 1 032
08024 LAKE MARGARET PL	767640281700000	LAKE MARGARET SEC 1 033
08030 LAKE MARGARET PL	767640212700000	LAKE MARGARET SEC 1 034
08036 LAKE MARGARET PL	767640143600000	LAKE MARGARET SEC 1 035
08042 LAKE MARGARET PL	767640064600000	LAKE MARGARET SEC 1 036
08100 LAKE MARGARET	766640986300000	LAKE MARGARET SEC 1 037



11314  
0438

TR

08106 LAKE MARGARET  
TR 766640887500000 LAKE MARGARET SEC 1 03808112 LAKE MARGARET  
TR 766640778900000 LAKE MARGARET SEC 1 03908118 LAKE MARGARET  
TR 766641640400000 LAKE MARGARET SEC 1 04008130 LAKE MARGARET  
TR 766641542000000 LAKE MARGARET SEC 1 04108136 LAKE MARGARET  
TR 766641473900000 LAKE MARGARET SEC 1 04208142 LAKE MARGARET  
TR 766641345100000 LAKE MARGARET SEC 1 04308154 LAKE MARGARET  
TR 766641197300000 LAKE MARGARET SEC 1 04408160 LAKE MARGARET  
TR 765641907400000 LAKE MARGARET SEC 1 04508167 LAKE MARGARET  
TR 765641625600000 LAKE MARGARET SEC 1 04608161 LAKE MARGARET  
TR 765641663600000 LAKE MARGARET SEC 1 04708155 LAKE MARGARET  
TR 765641883300000 LAKE MARGARET SEC 1 04808149 LAKE MARGARET  
TR 765641972400000 LAKE MARGARET SEC 1 04908143 LAKE MARGARET  
TR 766641051500000 LAKE MARGARET SEC 1 05008137 LAKE MARGARET  
TR 766641140700000 LAKE MARGARET SEC 1 051

11314  
0439

08131 LAKE MARGARET TR	766640219600000	LAKE MARGARET SEC 1 052
08125 LAKE MARGARET TR	766640298700000	LAKE MARGARET SEC 1 053
08119 LAKE MARGARET TR	766640377900000	LAKE MARGARET SEC 1 054
08113 LAKE MARGARET TR	766640416900000	LAKE MARGARET SEC 1 055
08031 LAKE MARGARET PL	766639799600000	LAKE MARGARET SEC 1 056
08025 LAKE MARGARET PL	766639868400000	LAKE MARGARET SEC 1 057
08019 LAKE MARGARET PL	766639917000000	LAKE MARGARET SEC 1 058
08013 LAKE MARGARET PL	766639935300000	LAKE MARGARET SEC 1 059
08009 LAKE MARGARET PL	766639993500000	LAKE MARGARET SEC 1 060
08005 LAKE MARGARET PL	767639154700000	LAKE MARGARET SEC 1 061
08001 LAKE MARGARET PL	767639295500000	LAKE MARGARET SEC 1 062
12801 LAKE MARGARET DR	768640301800000	LAKE MARGARET SEC 1 OPEN SP A
12800 LAKE MARGARET DR	766642590400000	LAKE MARGARET SEC 1 OPEN SP B
08301 WOODPECKER RD	764641772000000	103.6 ACRES
08300 CATTAIL RD	764639442400000	264 ACRES
08006 CLANCY PLACE	768640445100000	2.09 ACRES

11314  
0440

BK 11314 PG 0440

INSTRUMENT #29327  
RECORDED IN THE CLERK'S OFFICE OF  
CHESTERFIELD ON  
AUGUST 2, 2016 AT 12:34PM

WENDY S. HUGHES, CLERK  
RECORDED BY: LCB

22.00

**VIRGINIA LAND RECORD COVER SHEET  
FORM A - COVER SHEET CONTENT**

Instrument Date: 7/26/2017  
Instrument Type: AMEND  
Number of Parcels: 1 Number of Pages: 8  
 City  County

CHESTERFIELD

TAX EXEMPT? VIRGINIA/FEDERAL LAW  
 Grantor:  
 Grantee:  
Consideration: \$0.00  
Existing Debt: \$0.00  
Actual Value/Assumed: \$0.00  
PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00  
Fair Market Value Increase: \$0.00

Original Book Number: \_\_\_\_\_ Original Page Number: \_\_\_\_\_ Original Instrument Number: \_\_\_\_\_

Prior Recording At:  City  County CHESTERFIELD Percentage In This Jurisdiction: 100%

**BUSINESS / NAME**

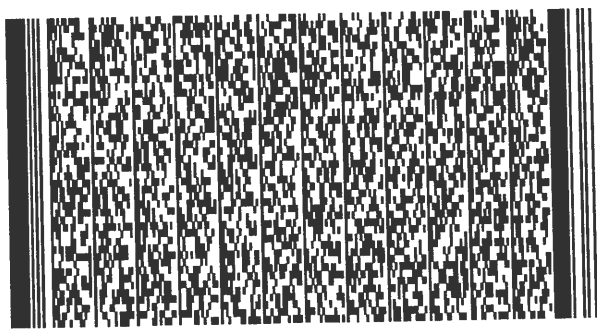
- 1  Grantor: LAKE MARGARET HOMEOWNERS ASSOCIATION, INC.
- 2  Grantor: LAKEWOOD INVESTMENTS, LLC
- 1  Grantee: LAKE MARGARET HOMEOWNERS ASSOCIATION, INC.
- 2  Grantee: LAKEWOOD INVESTMENTS, LLC

**GRANTEE ADDRESS**

Name: LAKE MARGARET HOMEOWNERS ASSOCIATION, INC.  
 Address: 1904 BYRD AVENUE SUITE 100  
 City: RICHMOND State: VA Zip Code: 23230  
 Book Number: 11231 Page Number: 523 Instrument Number: \_\_\_\_\_  
 Parcel Identification Number (PIN): 768640203300000 Tax Map Number: 768640203300000  
 Short Property Description: LAKE MARGARET  
SEC 1 001  
 Current Property Address: 8000 CLANCY PL  
 City: CHESTERFIELD State: VA Zip Code: 23838  
 Instrument Prepared By: CASSIE R. CRAZE Recording Paid By: CRAZE LAW, PLLC  
 Recording Returned To: CASSIE R. CRAZE  
 Address: P.O. BOX 1654  
 City: MIDLOTHIAN State: VA Zip Code: 23113

RECORDED IN  
 CHESTERFIELD COUNTY, VA  
 WENDY S. HUGHES  
 CLERK OF CIRCUIT COURT  
 FILED Aug 07, 2017  
 AT 12:22 pm  
 BOOK 11711  
 START PAGE 0956  
 END PAGE 0964  
 INSTR # 170031210  
 KMT

*(Area Above Reserved For Deed Stamp Only)*



Copyright © 2014 Office of the Executive Secretary, Supreme Court of Virginia. All rights reserved.

Prepared by and return to:  
Cassie R. Craze, VSB #70054  
P.O. Box 1654  
Midlothian, VA 23113

Tax Map Nos. 768640203300000 and additional listed in Schedule A attached

SECOND AMENDMENT TO  
SUPPLEMENTAL DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS, AND CONDITIONS  
AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKE MARGARET, SECTION 1

THIS SECOND AMENDMENT TO SUPPLEMENTAL DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE MARGARET, SECTION 1 (“Amendment”) is made this 26<sup>th</sup> day of July, 2017, by LAKE MARGARET HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation (“Association”) and LAKEWOOD INVESTMENTS, LLC, a Virginia limited liability company (“Declarant”) (all “Grantor” and “Grantee” for indexing purposes).

WITNESSETH

WHEREAS, a Supplemental Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions and Declaration of Covenants, Conditions and Restrictions for Lake Margaret, Section 1, was recorded in the Clerk’s Office for the Circuit Court of Chesterfield County, Virginia on May 25, 2016 in Deed Book 11231, Pages 523, et seq. (as amended and supplemented the “Declaration”);

WHEREAS, the First Amendment to Supplemental Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions and Declaration of Covenants, Conditions and Restrictions for Lake Margaret, Section 1, was recorded in the Clerk’s Office for the Circuit Court of Chesterfield County, Virginia on August 2, 2016 in Deed Book 11314, Pages 418, et seq.

WHEREAS, pursuant to Article X, Section 10.01 of the Declaration and §5-515.1 of the Property Owners’ Association Act, Code of Virginia, 1950, as amended, the Declaration may be amended at any time by an instrument approved by more than two-thirds (2/3) of all of the members of the Association;

WHEREAS, pursuant to §5-515.1 of the Property Owners’ Association Act, Code of Virginia, 1950, as amended, agreement of the lot owners subject to the Declaration to an amendment to the Declaration shall be evidenced by their execution of the amendment, or ratifications thereof, and the same shall become effective when the same is recorded together with a certification, signed by the principal officer of the association, that the requisite majority of the lot owners signed the amendment or ratifications thereof;

WHEREAS, Lakewood Investments, LLC, a Virginia limited liability company (“Lakewood”) is the owner of more than two-thirds (2/3) of all of the lots subject to the Declaration and thus holds more than two-thirds (2/3) of the membership interests in the Association;

WHEREAS, Lakewood has signed this Amendment to indicate its approval of and consent to the Amendment;

NOW, THEREFORE, the aforementioned Declaration is hereby amended as follows:

1. Article III, Section 3.03 of the Declaration shall be amended so that Article III, Section 3.03 of the Declaration, shall read, in its entirety, as follows:

3.03 Determination of Annual Assessment. The assessment obligation for a Lot shall begin upon the first to occur of the following: (a) upon conveyance of the Lot to someone other than the Declarant or a builder who has purchased the Lot solely for the purpose of construction and sale; or (b) once the Association assumes maintenance responsibility on the Lot as provided in Article IV, Section 4.03 of this Declaration which shall occur when the Declarant or builder has constructed a home on the Lot and has installed sod or otherwise planted grass on the Lot. The Board of Directors of the Association may, in its sole discretion, fix the amount of the initial annual assessment. The Board of Directors may increase the annual assessment not more than ten percent (10%) each year without a vote of Membership. The annual assessment may be increased above ten percent (10%) provided that any such increase shall receive the assent of a majority of the Members voting, in person or by proxy, at a meeting duly called for such purpose.

2. Article III, Section 3.08 of the Declaration shall be amended so that Article III, Section 3.08 of the Declaration, shall read, in its entirety, as follows:

3.08 Date of Commencement of Annual Assessments; Due Dates. Prior to the commencement of annual assessments, all costs incurred in connection with the Association shall be borne solely by the Declarant. The first annual assessments provided for herein shall commence as to each Lot as provided in Section 3.03. The Board of Directors shall fix the amount of the annual assessment against each Lot (if feasible) at least thirty (30) days in advance of each annual assessment period and written notice thereof shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

3. This Amendment shall be effective as of the date it is recorded in the Clerk’s Office.
4. All provisions of the Declaration not expressly amended herein shall be and remain in full force and effect.

IN WITNESS WHEREOF, the President of the Association and the Declarant have caused this Amendment to be executed on the date set forth below.

LAKE MARGARET HOMEOWNERS ASSOCIATION,  
INC., a Virginia non-stock corporation

GPC  
By George P. Emerson, Jr., President

COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

On this 26 day of July, 2017, before me, the undersigned notary public, personally appeared George P. Emerson, Jr., as President of Lake Margaret Homeowners Association, Inc., a Virginia non-stock corporation, who is 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Registration #: 114238  
My commission expires: January 31, 2019

Paige Queen Winegar  
Notary Public



LAKWOOD INVESTMENTS, LLC, a Virginia limited liability company

BY: Emerson Companies, LLC, a Virginia limited liability company, Manager

[Signature]  
By George P. Emerson, Jr., Manager

COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD



On this 26 day of July, 2017, before me, the undersigned notary public, personally appeared George P. Emerson, Jr., as Manager of Emerson Companies, LLC the Manager of Lakewood Investments, LLC, a Virginia limited liability company, who is 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

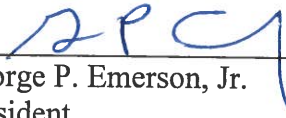
[Signature]  
Notary Public

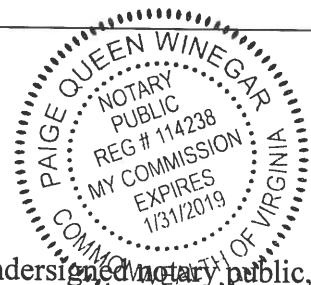
Registration #: 114238  
My commission expires: January 31, 2019



CERTIFICATION OF THE PRESIDENT

The undersigned President of the Lake Margaret Homeowners Association, Inc. does hereby certify that the requisite majority of the members of the Association and lot owners subject to the Declaration approved the foregoing Second Amendment to Supplemental Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions and Declaration of Covenants, Conditions and Restrictions for Lake Margaret, Section 1, and the Amendment was duly approved as required by: (1) Article X, Section 10.01 of the Declaration; and (2) §55-515.1 of the Property Owners' Association Act, Code of Virginia, 1950, as amended.

  
\_\_\_\_\_  
George P. Emerson, Jr.  
President

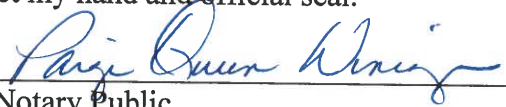


COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

On this 26 day of July, 2017, before me, the undersigned Notary Public, personally appeared George P. Emerson, Jr., as President of Lake Margaret Homeowners Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Certification and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Registration #: 114238  
My commission expires: January 31, 2019

  
\_\_\_\_\_  
Notary Public

**SCHEDULE A**  
**TAX MAP NUMBERS**

08000 CLANCY PL	768640203300000 LAKE MARGARET SEC 1 001
08012 CLANCY PL	768640246300000 LAKE MARGARET SEC 1 002
08018 CLANCY PL	768640087000000 LAKE MARGARET SEC 1 003
08024 CLANCY PL	767640997700000 LAKE MARGARET SEC 1 004
08030 CLANCY PL	767640898500000 LAKE MARGARET SEC 1 005
08036 CLANCY PL	767640809200000 LAKE MARGARET SEC 1 006
08042 CLANCY PL	767641710100000 LAKE MARGARET SEC 1 007
08100 CLANCY CT	767641551600000 LAKE MARGARET SEC 1 008
08106 CLANCY CT	767641402700000 LAKE MARGARET SEC 1 009
08112 CLANCY CT	767641253700000 LAKE MARGARET SEC 1 010
08118 CLANCY CT	767641164400000 LAKE MARGARET SEC 1 011
08124 CLANCY CT	767641085400000 LAKE MARGARET SEC 1 012
08130 CLANCY CT	766641976800000 LAKE MARGARET SEC 1 013
08136 CLANCY CT	766641677600000 LAKE MARGARET SEC 1 014
08131 CLANCY CT	766641723600000 LAKE MARGARET SEC 1 015
08119 CLANCY CT	766641891200000 LAKE MARGARET SEC 1 016
08113 CLANCY CT	767641050000000 LAKE MARGARET SEC 1 017
08107 CLANCY CT	767640169000000 LAKE MARGARET SEC 1 018
08101 CLANCY CT	767640278300000 LAKE MARGARET SEC 1 019
08043 CLANCY PL	767640376700000 LAKE MARGARET SEC 1 020
08037 CLANCY PL	767640465800000 LAKE MARGARET SEC 1 021
08031 CLANCY PL	767640554900000 LAKE MARGARET SEC 1 022
08025 CLANCY PL	767640634100000 LAKE MARGARET SEC 1 023
08019 CLANCY PL	767640713100000 LAKE MARGARET SEC 1 024
08013 CLANCY PL	767640781700000 LAKE MARGARET SEC 1 025
08007 CLANCY PL	767640880000000 LAKE MARGARET SEC 1 026
08001 CLANCY PL	768640042000000 LAKE MARGARET SEC 1 027
08000 LAKE MARGARET PL	767639456500000 LAKE MARGARET SEC 1 028
08004 LAKE MARGARET PL	767639657500000 LAKE MARGARET SEC 1 029
08008 LAKE MARGARET PL	767639559000000 LAKE MARGARET SEC 1 030

08012 LAKE MARGARET PL	767639439800000	LAKE MARGARET SEC 1 031
08018 LAKE MARGARET PL	767640350700000	LAKE MARGARET SEC 1 032
08024 LAKE MARGARET PL	767640281700000	LAKE MARGARET SEC 1 033
08030 LAKE MARGARET PL	767640212700000	LAKE MARGARET SEC 1 034
08036 LAKE MARGARET PL	767640143600000	LAKE MARGARET SEC 1 035
08042 LAKE MARGARET PL	767640064600000	LAKE MARGARET SEC 1 036
08100 LAKE MARGARET TR	766640986300000	LAKE MARGARET SEC 1 037
08106 LAKE MARGARET TR	766640887500000	LAKE MARGARET SEC 1 038
08112 LAKE MARGARET TR	766640778900000	LAKE MARGARET SEC 1 039
08118 LAKE MARGARET TR	766641640400000	LAKE MARGARET SEC 1 040
08130 LAKE MARGARET TR	766641542000000	LAKE MARGARET SEC 1 041
08136 LAKE MARGARET TR	766641473900000	LAKE MARGARET SEC 1 042
08142 LAKE MARGARET TR	766641345100000	LAKE MARGARET SEC 1 043
08154 LAKE MARGARET TR	766641197300000	LAKE MARGARET SEC 1 044
08160 LAKE MARGARET TR	765641907400000	LAKE MARGARET SEC 1 045
08167 LAKE MARGARET TR	765641625600000	LAKE MARGARET SEC 1 046
08161 LAKE MARGARET TR	765641663600000	LAKE MARGARET SEC 1 047
08155 LAKE MARGARET TR	765641883300000	LAKE MARGARET SEC 1 048
08149 LAKE MARGARET TR	765641972400000	LAKE MARGARET SEC 1 049
08143 LAKE MARGARET TR	766641051500000	LAKE MARGARET SEC 1 050
08137 LAKE MARGARET TR	766641140700000	LAKE MARGARET SEC 1 051

08131 LAKE MARGARET TR	766640219600000	LAKE MARGARET SEC 1 052
08125 LAKE MARGARET TR	766640298700000	LAKE MARGARET SEC 1 053
08119 LAKE MARGARET TR	766640377900000	LAKE MARGARET SEC 1 054
08113 LAKE MARGARET TR	766640416900000	LAKE MARGARET SEC 1 055
08031 LAKE MARGARET PL	766639799600000	LAKE MARGARET SEC 1 056
08025 LAKE MARGARET PL	766639868400000	LAKE MARGARET SEC 1 057
08019 LAKE MARGARET PL	766639917000000	LAKE MARGARET SEC 1 058
08013 LAKE MARGARET PL	766639935300000	LAKE MARGARET SEC 1 059
08009 LAKE MARGARET PL	766639993500000	LAKE MARGARET SEC 1 060
08005 LAKE MARGARET PL	767639154700000	LAKE MARGARET SEC 1 061
08001 LAKE MARGARET PL	767639295500000	LAKE MARGARET SEC 1 062
12801 LAKE MARGARET DR	768640301800000	LAKE MARGARET SEC 1 OPEN SP A
12800 LAKE MARGARET DR	766642590400000	LAKE MARGARET SEC 1 OPEN SP B

**INSTRUMENT # 170031210**  
**RECORDED CHESTERFIELD CIRCUIT COURT CLERK'S OFFICE**  
**Aug 07, 2017 AT 12:22 pm**  
**WENDY S. HUGHES, CLERK by KMT**  
**BOOK 11711 PAGE 0956 - 00964**

**VIRGINIA LAND RECORD COVER SHEET  
FORM A - COVER SHEET CONTENT**

Instrument Date: 7/26/2017  
Instrument Type: AMEND  
Number of Parcels: 1 Number of Pages: 8

[ ] City [X] County  
CHESTERFIELD

TAX EXEMPT? VIRGINIA/FEDERAL LAW

[ ] Grantor: \_\_\_\_\_

[ ] Grantee: \_\_\_\_\_

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

**PRIOR INSTRUMENT UNDER § 58.1-803(D):**

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

Original Book Number: \_\_\_\_\_ Original Page Number: \_\_\_\_\_ Original Instrument Number: \_\_\_\_\_

Prior Recording At: [ ] City [X] County  
CHESTERFIELD Percentage In This Jurisdiction: 100%

**BUSINESS / NAME**

1 [X] Grantor: LAKE MARGARET HOMEOWNERS ASSOCIATION, INC.

2 [X] Grantor: LAKEWOOD INVESTMENTS, LLC

1 [X] Grantee: LAKE MARGARET HOMEOWNERS ASSOCIATION, INC.

2 [X] Grantee: LAKEWOOD INVESTMENTS, LLC

**GRANTEE ADDRESS**

Name: LAKE MARGARET HOMEOWNERS ASSOCIATION, INC.

Address: 1904 BYRD AVENUE SUITE 100

City: RICHMOND State: VA Zip Code: 23230

Book Number: 11231 Page Number: 523 Instrument Number: \_\_\_\_\_

Parcel Identification Number (PIN): 768640203300000 Tax Map Number: 768640203300000

Short Property Description: LAKE MARGARET  
SEC 1 001

Current Property Address: 8000 CLANCY PL

City: CHESTERFIELD State: VA Zip Code: 23838

Instrument Prepared By: CASSIE R. CRAZE Recording Paid By: CRAZE LAW, PLLC

Recording Returned To: CASSIE R. CRAZE

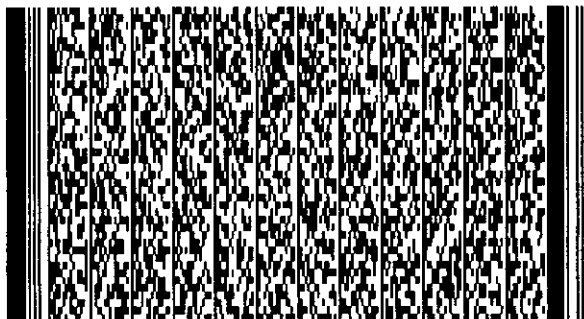
Address: P.O. BOX 1654

City: MIDLOTHIAN State: VA Zip Code: 23113

RECORDED IN  
CHESTERFIELD COUNTY, VA  
WENDY S. HUGHES  
CLERK OF CIRCUIT COURT  
FILED Aug 07, 2017  
AT 12:22 pm  
BOOK 11711  
START PAGE 0956  
END PAGE 0964  
INSTR # 170031210

KMT

(Area Above Reserved For Deed Stamp Only)



Prepared by and return to:  
Cassie R. Craze, VSB #70054  
P.O. Box 1654  
Midlothian, VA 23113

Tax Map Nos. 768640203300000 and additional listed in Schedule A attached

SECOND AMENDMENT TO  
SUPPLEMENTAL DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS, AND CONDITIONS  
AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKE MARGARET, SECTION 1

THIS SECOND AMENDMENT TO SUPPLEMENTAL DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE MARGARET, SECTION 1 ("Amendment") is made this 26th day of July, 2017, by LAKE MARGARET HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation ("Association") and LAKEWOOD INVESTMENTS, LLC, a Virginia limited liability company ("Declarant") (all "Grantor" and "Grantee" for indexing purposes).

WITNESSETH

WHEREAS, a Supplemental Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions and Declaration of Covenants, Conditions and Restrictions for Lake Margaret, Section 1, was recorded in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia on May 25, 2016 in Deed Book 11231, Pages 523, et seq. (as amended and supplemented the "Declaration");

WHEREAS, the First Amendment to Supplemental Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions and Declaration of Covenants, Conditions and Restrictions for Lake Margaret, Section 1, was recorded in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia on August 2, 2016 in Deed Book 11314, Pages 418, et seq.

WHEREAS, pursuant to Article X, Section 10.01 of the Declaration and §5-515.1 of the Property Owners' Association Act, Code of Virginia, 1950, as amended, the Declaration may be amended at any time by an instrument approved by more than two-thirds (2/3) of all of the members of the Association;

WHEREAS, pursuant to §5-515.1 of the Property Owners' Association Act, Code of Virginia, 1950, as amended, agreement of the lot owners subject to the Declaration to an amendment to the Declaration shall be evidenced by their execution of the amendment, or ratifications thereof, and the same shall become effective when the same is recorded together with a certification, signed by the principal officer of the association, that the requisite majority of the lot owners signed the amendment or ratifications thereof;

WHEREAS, Lakewood Investments, LLC, a Virginia limited liability company (“Lakewood”) is the owner of more than two-thirds (2/3) of all of the lots subject to the Declaration and thus holds more than two-thirds (2/3) of the membership interests in the Association;

WHEREAS, Lakewood has signed this Amendment to indicate its approval of and consent to the Amendment;

NOW, THEREFORE, the aforementioned Declaration is hereby amended as follows:

1. Article III, Section 3.03 of the Declaration shall be amended so that Article III, Section 3.03 of the Declaration, shall read, in its entirety, as follows:

3.03 Determination of Annual Assessment. The assessment obligation for a Lot shall begin upon the first to occur of the following: (a) upon conveyance of the Lot to someone other than the Declarant or a builder who has purchased the Lot solely for the purpose of construction and sale; or (b) once the Association assumes maintenance responsibility on the Lot as provided in Article IV, Section 4.03 of this Declaration which shall occur when the Declarant or builder has constructed a home on the Lot and has installed sod or otherwise planted grass on the Lot. The Board of Directors of the Association may, in its sole discretion, fix the amount of the initial annual assessment. The Board of Directors may increase the annual assessment not more than ten percent (10%) each year without a vote of Membership. The annual assessment may be increased above ten percent (10%) provided that any such increase shall receive the assent of a majority of the Members voting, in person or by proxy, at a meeting duly called for such purpose.

2. Article III, Section 3.08 of the Declaration shall be amended so that Article III, Section 3.08 of the Declaration, shall read, in its entirety, as follows:

3.08 Date of Commencement of Annual Assessments; Due Dates. Prior to the commencement of annual assessments, all costs incurred in connection with the Association shall be borne solely by the Declarant. The first annual assessments provided for herein shall commence as to each Lot as provided in Section 3.03. The Board of Directors shall fix the amount of the annual assessment against each Lot (if feasible) at least thirty (30) days in advance of each annual assessment period and written notice thereof shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

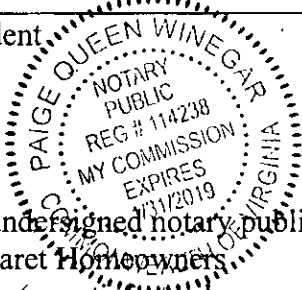
3. This Amendment shall be effective as of the date it is recorded in the Clerk’s Office.
4. All provisions of the Declaration not expressly amended herein shall be and remain in full force and effect.

IN WITNESS WHEREOF, the President of the Association and the Declarant have caused this Amendment to be executed on the date set forth below.

LAKE MARGARET HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation

*GPC*  
By George P. Emerson, Jr., President

COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD



On this 26 day of July, 2017, before me, the undersigned notary public, personally appeared George P. Emerson, Jr., as President of Lake Margaret Homeowners Association, Inc., a Virginia non-stock corporation, who is 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.  
*Paige Queen Winegar*  
Notary Public

Registration #: 114238  
My commission expires: January 31, 2019



LAKWOOD INVESTMENTS, LLC, a Virginia limited liability company

BY: Emerson Companies, LLC, a Virginia limited liability company, Manager

*[Signature]*  
By George P. Emerson, Jr., Manager

COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD



On this 26 day of July, 2017, before me, the undersigned notary public, personally appeared George P. Emerson, Jr., as Manager of Emerson Companies, LLC the Manager of Lakewood Investments, LLC, a Virginia limited liability company, who is 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

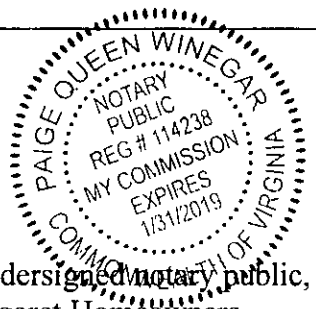
*Paige Queen Winegar*  
Notary Public

Registration #: 114238  
My commission expires: January 31, 2019

CERTIFICATION OF THE PRESIDENT

The undersigned President of the Lake Margaret Homeowners Association, Inc. does hereby certify that the requisite majority of the members of the Association and lot owners subject to the Declaration approved the foregoing Second Amendment to Supplemental Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions and Declaration of Covenants, Conditions and Restrictions for Lake Margaret, Section 1, and the Amendment was duly approved as required by: (1) Article X, Section 10.01 of the Declaration; and (2) §55-515.1 of the Property Owners' Association Act, Code of Virginia, 1950, as amended.

GPC  
George P. Emerson, Jr.  
President



COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

On this 26 day of July, 2017, before me, the undersigned notary public, personally appeared George P. Emerson, Jr., as President of Lake Margaret Homeowners Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Certification and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Paige Queen Winegar  
Notary Public

Registration #: 114238  
My commission expires: January 31, 2019

**SCHEDULE A**  
**TAX MAP NUMBERS**

08000 CLANCY PL	768640203300000	LAKE MARGARET SEC 1 001
08012 CLANCY PL	768640246300000	LAKE MARGARET SEC 1 002
08018 CLANCY PL	768640087000000	LAKE MARGARET SEC 1 003
08024 CLANCY PL	767640997700000	LAKE MARGARET SEC 1 004
08030 CLANCY PL	767640898500000	LAKE MARGARET SEC 1 005
08036 CLANCY PL	767640809200000	LAKE MARGARET SEC 1 006
08042 CLANCY PL	767641710100000	LAKE MARGARET SEC 1 007
08100 CLANCY CT	767641551600000	LAKE MARGARET SEC 1 008
08106 CLANCY CT	767641402700000	LAKE MARGARET SEC 1 009
08112 CLANCY CT	767641253700000	LAKE MARGARET SEC 1 010
08118 CLANCY CT	767641164400000	LAKE MARGARET SEC 1 011
08124 CLANCY CT	767641085400000	LAKE MARGARET SEC 1 012
08130 CLANCY CT	766641976800000	LAKE MARGARET SEC 1 013
08136 CLANCY CT	766641677600000	LAKE MARGARET SEC 1 014
08131 CLANCY CT	766641723600000	LAKE MARGARET SEC 1 015
08119 CLANCY CT	766641891200000	LAKE MARGARET SEC 1 016
08113 CLANCY CT	767641050000000	LAKE MARGARET SEC 1 017
08107 CLANCY CT	767640169000000	LAKE MARGARET SEC 1 018
08101 CLANCY CT	767640278300000	LAKE MARGARET SEC 1 019
08043 CLANCY PL	767640376700000	LAKE MARGARET SEC 1 020
08037 CLANCY PL	767640465800000	LAKE MARGARET SEC 1 021
08031 CLANCY PL	767640554900000	LAKE MARGARET SEC 1 022
08025 CLANCY PL	767640634100000	LAKE MARGARET SEC 1 023
08019 CLANCY PL	767640713100000	LAKE MARGARET SEC 1 024
08013 CLANCY PL	767640781700000	LAKE MARGARET SEC 1 025
08007 CLANCY PL	767640880000000	LAKE MARGARET SEC 1 026
08001 CLANCY PL	768640042000000	LAKE MARGARET SEC 1 027
08000 LAKE MARGARET PL	767639456500000	LAKE MARGARET SEC 1 028
08004 LAKE MARGARET PL	767639657500000	LAKE MARGARET SEC 1 029
08008 LAKE MARGARET PL	767639559000000	LAKE MARGARET SEC 1 030

08012 LAKE MARGARET PL	767639439800000	LAKE MARGARET SEC 1 031
08018 LAKE MARGARET PL	767640350700000	LAKE MARGARET SEC 1 032
08024 LAKE MARGARET PL	767640281700000	LAKE MARGARET SEC 1 033
08030 LAKE MARGARET PL	767640212700000	LAKE MARGARET SEC 1 034
08036 LAKE MARGARET PL	767640143600000	LAKE MARGARET SEC 1 035
08042 LAKE MARGARET PL	767640064600000	LAKE MARGARET SEC 1 036
08100 LAKE MARGARET TR	766640986300000	LAKE MARGARET SEC 1 037
08106 LAKE MARGARET TR	766640887500000	LAKE MARGARET SEC 1 038
08112 LAKE MARGARET TR	766640778900000	LAKE MARGARET SEC 1 039
08118 LAKE MARGARET TR	766641640400000	LAKE MARGARET SEC 1 040
08130 LAKE MARGARET TR	766641542000000	LAKE MARGARET SEC 1 041
08136 LAKE MARGARET TR	766641473900000	LAKE MARGARET SEC 1 042
08142 LAKE MARGARET TR	766641345100000	LAKE MARGARET SEC 1 043
08154 LAKE MARGARET TR	766641197300000	LAKE MARGARET SEC 1 044
08160 LAKE MARGARET TR	765641907400000	LAKE MARGARET SEC 1 045
08167 LAKE MARGARET TR	765641625600000	LAKE MARGARET SEC 1 046
08161 LAKE MARGARET TR	765641663600000	LAKE MARGARET SEC 1 047
08155 LAKE MARGARET TR	765641883300000	LAKE MARGARET SEC 1 048
08149 LAKE MARGARET TR	765641972400000	LAKE MARGARET SEC 1 049
08143 LAKE MARGARET TR	766641051500000	LAKE MARGARET SEC 1 050
08137 LAKE MARGARET TR	766641140700000	LAKE MARGARET SEC 1 051

08131 LAKE MARGARET TR	766640219600000	LAKE MARGARET SEC 1 052
08125 LAKE MARGARET TR	766640298700000	LAKE MARGARET SEC 1 053
08119 LAKE MARGARET TR	766640377900000	LAKE MARGARET SEC 1 054
08113 LAKE MARGARET TR	766640416900000	LAKE MARGARET SEC 1 055
08031 LAKE MARGARET PL	766639799600000	LAKE MARGARET SEC 1 056
08025 LAKE MARGARET PL	766639868400000	LAKE MARGARET SEC 1 057
08019 LAKE MARGARET PL	766639917000000	LAKE MARGARET SEC 1 058
08013 LAKE MARGARET PL	766639935300000	LAKE MARGARET SEC 1 059
08009 LAKE MARGARET PL	766639993500000	LAKE MARGARET SEC 1 060
08005 LAKE MARGARET PL	767639154700000	LAKE MARGARET SEC 1 061
08001 LAKE MARGARET PL	767639295500000	LAKE MARGARET SEC 1 062
12801 LAKE MARGARET DR	768640301800000	LAKE MARGARET SEC 1 OPEN SP A
12800 LAKE MARGARET DR	766642590400000	LAKE MARGARET SEC 1 OPEN SP B

**INSTRUMENT # 170031210**  
**RECORDED CHESTERFIELD CIRCUIT COURT CLERK'S OFFICE**  
**Aug 07, 2017 AT 12:22 pm**  
**WENDY S. HUGHES, CLERK by KMT**

**BOOK 11711 PAGE 0956 - 00964**