

BK2090PG0693

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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARKSIDE VILLAGE

THIS AMENDMENT, is made this 2nd day of October, 2001 by WEATHER HILL HOMES, LTD., a Virginia corporation (the "Developer").

WITNESSETH:

The Developer is the owner of certain real property located in Albemarle County, Virginia known as Tax Map 56, Parcels 57A and 57A(1), a portion of which the Developer has divided into lots, which subdivision is known as "Parkside Village".

The Parkside Village lots have been subjected to covenants, conditions and restrictions more particularly set forth in a Declaration dated November 7, 2000 recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1974, page 456.

The Developer has created lots for Phase I only, and as of the date of this Amendment, is the owner of all of the lots, open space and residue property that is and will be part of Parkside Village except for Lot 11 which is partly owned by Kelly S. Strickland.

The Developer desires to amend the Covenants, Conditions and Restrictions as set forth herein pursuant to the provisions of said Covenants, Conditions and Restrictions.

NOW THEREFORE, the Developer hereby amends the covenants, conditions and restrictions for Parkside Village as set forth below:

1. Section 4.01 (A) is amended and restated as follows:
 - A. All annual Community Assessments, fees and charges on a quarterly basis;
2. Section 4.04 is amended as restated as follows:

Section 4.04 PURPOSE OF ANNUAL COMMUNITY ASSESSMENT. All annual Community Assessments levied by the Association and any other community revenues received by the Association shall be used exclusively to promote the benefit of the Owners of Lots, their guests and invitees; to promote the health, safety and welfare of the Members; to establish a residential community for the maximum benefit and enjoyment of all Owners; and in particular to acquire, lease, improve, purchase, construct or reconstruct, repair or replace, maintain and operate the Common Property; and for the purpose of trash collection. The initial assessment will be made by the Board of Directors. Increases to Community Assessments of up to 20% can be made by the Board of Directors without membership approval.

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3. Section 6.02 (I) is amended and restated as follows:

- I. To cause an accounting firm chosen by the Board of Directors to provide annual financial statements of the fiscal affairs of the Association;

4. The following sentence is added to the end of Section 4.03:

Additionally, if the Owner of a Lot fails to provide such maintenance, upkeep or repair, in a manner satisfactory to the Board of Directors, the Owner shall incur a \$30 per day penalty for each day that the condition goes unremedied after having received 30 days prior written notice. The Association, after 30 days prior written notice, shall have the right but not the obligation, to provide such maintenance, upkeep or repair as in the opinion of the majority of the Board of Directors is required, and the cost thereof shall be assessed against the Owner of any such Lot and added and become a part of the Community Assessment to which such Lot is subject.

5. Section 8.03 is amended and restated as follows:

Section 8.03 ELECTION OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall consist of five Members. At each annual meeting of the Members of the Association, the Board of Directors shall be elected. The initial Board of Directors shall consist of two individuals carrying two-year terms, two individuals carrying a one-year term, and the Developer with an indefinite term. Thereafter, the election of the Board of Directors will be done in accordance with the Bylaws of the Association.

6. Section 10.01 is amended and restated as follows:

Section 10.01 PURPOSE. The Developer will promulgate Architectural Review Board ("ARB") guidelines which will be part of the Governing Documents. An ARB shall regulate the external design, appearance, use, location, and maintenance of improvements and landscaping on Lots, so as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to preserve the general character and architectural compatibility of the Parkside Village as constructed by the Developer. None of the activities listed in Section 10.02 may be commenced without the prior approval of the ARB except as otherwise expressly provided herein. No buildings, fence, wall, residence or other structures or improvements to a structure erected, or constructed on any portion of Parkside Village shall be commenced, other than by the Developer, without the prior written approval of the ARB. The Developer shall not be required to obtain the consent or the approval of the ARB or of the Association for any improvements, construction, grading or landscaping performed by the Developer, its contractors and subcontractors in Parkside Village.

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7. Section 10.02(D) is amended and restated as follows:
 - D. Landscaping (any work to a Lot that in any way alters such land from its natural or improved state on the date such land was first conveyed by the Developer to an Owner or the Association);
8. Section 14.04 is amended and restated as follows:

Section 14.04 AMENDMENTS. The procedure for amendment of this Declaration shall be as follows:

All proposed amendments shall be submitted to a vote of the Members of a duly called meeting of the Association and any such proposed amendment shall be deemed approved if 3/4 of the votes cast at such meeting are in favor of such proposed amendment. Attendance at such meeting of Owners or proxies of 50% of the Lots shall constitute a quorum. If the required quorum is not present, another meeting may be called and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. The Owner(s) of each Lot shall have one vote. Notice shall be given each Member at least 30 days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President of the Association and the Secretary shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than 60 days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, and the total number of votes cast against the amendment. Such addendum shall be recorded among the land records of Albemarle County, Virginia.

Kelly S. Strickland as part owner of Lot 11 joins in this Amendment to consent to the changes set forth herein.

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Witnesseth the following signatures and seals.

Weather Hill Homes, Ltd.

By: Vito Cetta
Vito Cetta, President

Kelly S. Strickland
Kelly S. Strickland

STATE OF VIRGINIA, At Large
CITY/COUNTY OF Charlottesville, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of October, 2001, by Vito Cetta, President of Weather Hill Homes, Ltd.

My commission expires: 6/30/02

Joseph M. Cochran
Notary Public

STATE OF VIRGINIA, At Large
CITY/COUNTY OF Charlottesville, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of October, 2001, by Kelly S. Strickland.

My commission expires: 6/30/02

Joseph M. Cochran
Notary Public

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State Tax	039 \$		VIRGINIA: In the Clerk's Office of the
County Tax	213 \$		Circuit Court of Albemarle County, VA
Transfer Fee	212 \$		<u>04.10</u> 20 <u>01</u> this
Clerk's Fee	301 \$	<u>14.50</u>	writing was admitted to record at
St. Library	145 \$	<u>1.50</u>	<u>9:43</u> o'clock <u>A</u> .M. and the
Tech Fund	106 \$	<u>3.00</u>	Tax imposed by Section 58.1-802 of the
State Tax	038 \$		Code of Virginia has been paid
Local Tax	220 \$		
TOTAL		<u>\$ 19.00</u>	TESTE: SHELBY J. MARSHALL, CLERK By: <u>J. J. M. M. M.</u> , Dep. Clerk