

10455  
0580

Instrument Control Number

Commonwealth of Virginia  
Land Record Instruments  
Cover Sheet - Form A

BK 10455 PG 0580

CIRCUIT COURT CLERK  
CHESTERFIELD CO., VA

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[LS Cover Sheet Agent Online Version 2.3.1.27

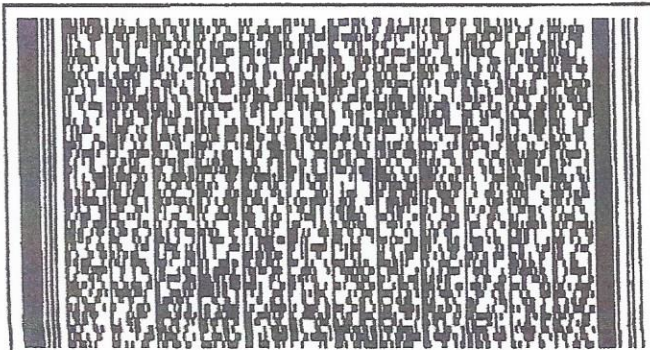
T A X E M P T	C	Date of Instrument	[ 01/21/2014 ]
	O	Instrument Type	[ AMEND ]
	R	Number of Parcels	[ 1 ]
	P	Number of Pages	[ 8 ]
		City <input type="checkbox"/> County <input checked="" type="checkbox"/> [ Chesterfield County ]	

(Box for Deed Stamp Only)

First and Second Grantors			
Last Name	First Name	Middle Name	Suffix
<input checked="" type="checkbox"/>	Stoney Glen West Association Inc		
<input type="checkbox"/>			
<input type="checkbox"/>			
First and Second Grantees			
Last Name	First Name	Middle Name	Suffix
<input checked="" type="checkbox"/>	Stoney Glen West Association Inc		
<input type="checkbox"/>			
<input type="checkbox"/>			
Grantee Address (Name)		Stoney Glen West Association, Inc.	
(Address 1)		PO Box 2850	
(Address 2)			
(City, State, Zip)		Chester [ VA ] [ 23831 ]	
Consideration [ 0.00 ]	Existing Debt [ 0.00 ]	Assumption Balance [ 0.00 ]	

Prior Instr. Recorded at: City  County  [ Chesterfield County ] Percent. in this Juris.(%) [ 100 ]  
 Book [ 2112 ] Page [ 259 ] Instr. No [ ]  
 Parcel Identification No (PIN)  
 Tax Map Num. (if different than PIN) 788644576500000  
 Short Property Description Stoney Glen West  
 Current Property Addr(Address 1)  
 (Address 2)  
 (City, State, Zip) [ ] [ ] [ ]

Instrument Prepared by [ Cassie R Craze ]  
 Recording Paid for by [ Craze Law PLLC ]  
 Return Recording to (Name) [ Craze Law PLLC ]  
 (Address 1) [ File in Record Room ]  
 (Address 2)  
 (City, State, Zip)  
 Customer Case ID [ ] [ ] [ ] [ CS-821578 ]



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

Tax Map Nos. listed in Schedule A attached

ADDENDUM TO THE DECLARATION OF  
RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO ALL PROPERTY IN STONEY GLEN WEST

THIS ADDENDUM TO THE DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO ALL PROPERTY IN STONEY GLEN WEST is made by Stoney Glen West Association, Inc., a Virginia non-stock corporation ("Association," both "grantor" and "grantee" for indexing purposes).

WITNESSETH

WHEREAS, Stoney Glen West Associates Limited Partnership, a Virginia limited partnership ("Developer") subjected certain real property to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Stoney Glen West, which was recorded in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia ("Clerk's Office") on September 14, 1990 in Deed Book 2112, Pages 259, et seq. ("Declaration");

WHEREAS, pursuant to Part IV, Section 4.2 of the Declaration, the Declaration can be amended if 2/3 of the votes cast a meeting at which a quorum is present vote in favor of such amendment with the presence of Owners or ballots entitled to cast sixty percent (60%) of the total votes of all the Owners of the Property substantially affected by the amendment constituting a quorum;

WHEREAS, all Lots subject to the Declaration are substantially affected by the amendment because the amendment changes the restrictions applicable to all such Lots;

WHEREAS, the members of the Association desire to amend the Declaration to increase the Association's authority and options for addressing unsightly, unkempt, unhealthy, or unsafe conditions on Lots subject to the Declaration;

WHEREAS, these amendments were approved at a meeting of the members of the Association held on January 15, 2014, and notice of such meeting was sent to all members on December 12, 2013;

WHEREAS, 273 lots were substantially affected by the amendment and were eligible to vote, 164 votes were required to meet the 60% quorum requirement for the meeting, 173 votes were cast at the meeting by Owners present in person or by proxy, 116 votes were necessary to approve the amendments, and the votes cast on each of the amendments were as follows:



Amendment to Part I, Section 1.6: 136 votes in favor, 37 votes against  
Amendment to Part II, Section 2.5: 143 votes in favor, 30 votes against  
Amendment to Part IV, Section 4.6: 124 votes in favor, 48 votes against  
Amendment to Part IV, Section 4.9: 132 votes in favor, 41 votes against

NOW, THEREFORE, the Association does hereby amend the Declaration as follows:

1. Part I, Section 1.6 of the Declaration shall be amended so that Part I, Section 1.6 of the Declaration reads as follows:

*1.6 Maintenance. It shall be the responsibility of each Property Owner, tenant, contractor or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy, or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Stoney Glen West, the neighborhood as a whole, or the specific area. The following conditions are examples of conditions which constitute a violation of this covenant: (1) trash and litter on a Property and not kept in proper containers; (2) toys, bicycles, baby pools, wheelbarrows and other equipment left in the front of the house or scattered in the lawn; (3) inoperable vehicles left in the driveway so as to be visible from the street or other Properties or the street; (4) vehicles parked in yards or on the grass; (5) temporary storage units and dumpster containers that are kept on a Property for more than 90 days; (6) driveways and front walks with pot holes, sink holes, broken pavement, weeds, or grass; (7) mailboxes with faded or peeling paint; (8) dead trees, shrubs, and flowers; (9) tree limbs or piles of leaves or grass that are left on the Lot; (10) fallen leaves that are not removed from lawns, mulched areas and driveways and disposed of properly by Spring; (11) grass higher than six inches; (12) excessive barren areas in the lawn; (13) excessive weeds and grass in mulched areas; (14) overgrown and/or unpruned shrubs; (15) missing or broken shutters, gutters or downspouts, window screens, and windows; (16) rotten wood on stoops, steps, siding or trim, broken lattice or broken railings; (17) paints or stains that have faded, discolored, peeled, chipped or cracked; (18) excessive mildew, so as to discolor the main body of the house; (19) excessive stains, so as to discolor the roof of the house; (20) windows or sliding glass doors with a broken vapor barrier creating a cloudy or dripping appearance; (21) fences that are leaning or have missing parts; (22) broken blinds, sheets, or towels on the interior of windows so as to be visible from the exterior of the home; (23) inconsistent window treatments (i.e. some windows with window mullions or grids and some without); (24) seasonal or holiday decorations not removed within 30 days after the holiday; (25) standing water that allows for the breeding of mosquitos and other insects.*

2. Part II, Section 2.5 of the Declaration shall be amended so that Part II, Section 2.5 of the Declaration reads as follows:

*2.5. Garbage. Trash cans and recycling bins shall be kept in a location so as not to be visible from the street and to limit visibility from adjoining Properties. Trash cans and recycling bins may be moved to the street for pickup but shall not be left at the street for more than twenty four (24) consecutive hours.*

3. Part IV, Section 4.6 of the Declaration shall be amended so that Part IV, Section 4.6 of the Declaration reads as follows:

*4.6. Other Remedies. In addition to the foregoing, the Association or the Developer shall have the right, whenever there exists on any Property any building, structure, object, material or condition which is in violation of these restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the Owner, tenant, or agent of the Owner; provided, however, that if the Association or Developer in its reasonable discretion determines that immediate corrective action is required, and such action is not performed immediately by the Owner, tenant, or agent of the Owner, the Developer, the Association or the agent of either shall have the right to enter immediately and summarily abate or remove such violation at the expense of the Owner. For violations of a continuing nature (i.e. failure to maintain grass at an appropriate height or otherwise properly maintain the lawn or landscaping) notice as set forth herein is required only before the first entry onto the Property to correct the violation and shall not be required prior to subsequent entries by the Developer, the Association, or the agent of either to correct the same or similar violation. Any entry and abatement or removal pursuant to this Section shall not be deemed a trespass.*

4. Part IV, Section 4.9(a) and (b) of the Declaration shall be amended so that Part IV, Section 4.9(a) and (b) of the Declaration read as follows:

*4.9. Costs; Lien.*

*(a) Costs. Whenever the Developer or Association is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto and is entitled to have such cost paid by the Owner of the Property on or adjacent to which such corrective action is performed, the cost together with interest thereon at the maximum annual rate permitted by law from the due date and costs of collection therefor including a reasonable attorney's fee, shall be a charge and continuing lien on the real Property and improvements thereon*



against which such cost is charged, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns, and in addition shall also be the personal obligation of the Owner of such real Property at the time when such cost becomes due and payable. The cost of corrective action shall be billed at the completion of such corrective action, and all bills shall be due and payable thirty (30) days from the date of mailing of same.

(b) Judgment. If the cost of corrective action billed to an Owner is not paid within thirty (30) days after the due date, the Developer or the Association may bring an action at law against the Owner personally to recover such cost, plus its reasonable attorney's fee incurred; in the event a judgment is obtained, such judgment shall include interest on the cost as above provided and a reasonable attorney's fee together with the costs of the action.

- 5. In accordance with Part IV, Section 4.2 of the Declaration, this amendment shall be effective sixty days after the date of the meeting at which it was adopted. Accordingly, this amendment shall be effective on March 16, 2014.
- 6. 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 has caused this Amendment to the Declaration to be executed and recorded on the dates set forth below.

STONEY GLEN WEST ASSOCIATION, INC.,  
a Virginia non-stock corporation

By: Gary E. Robertson  
President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesterfield

On this 21st day of January, 2014, before me, the undersigned notary public, personally appeared Gary Robertson, the President of Stoney Glen West 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.

Cassie R. Gray  
Notary Public



CERTIFICATION OF THE PRESIDENT

The undersigned President of the Stoney Glen West Association, Inc. does hereby certify that more than 2/3 of the votes cast a meeting at which a quorum was present were cast in favor of this amendment and that Owners or ballots entitled to cast sixty percent (60%) of the total votes of all the Owners of the Property substantially affected by the amendment were present in person or by proxy to constitute a quorum, as required by Part IV, Section 4.2 of the Declaration.

STONEY GLEN WEST ASSOCIATION,  
a Virginia non-stock corporation

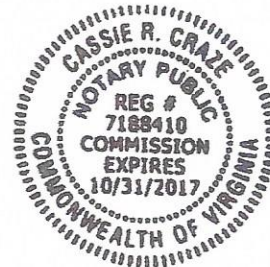
By: *Gary E. Robertson*  
President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesterfield

On this 21st day of January, 2014, before me, the undersigned notary public, personally appeared Gary Robertson, as President of Stoney Glen West 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.

*Cassie R. Graze*  
Notary Public





SCHEDULE A

TAX MAP NUMBERS

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INSTRUMENT #2460  
RECORDED IN THE CLERK'S OFFICE OF  
CHESTERFIELD ON  
JANUARY 21, 2014 AT 01:24PM

JUDY L. WORTHINGTON, CLERK  
RECORDED BY: SWB