

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

Instrument Date: 12/3/2015
Instrument Type: AMEND
Number of Parcels: 1 Number of Pages: 3
 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

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

- 1 Grantor: LONGMEADOW FARMS ASSOCIATES, INC.
- 2 Grantor: VILLAGES OF LONGMEADOW ASSOCIATION, INC.
- 1 Grantee: N/A, N/A
- 2 Grantee: N/A, N/A

GRANTEE ADDRESS

Name: N/A N/A
Address: N/A N/A
City: N/A

State: VA Zip Code:

Book Number: Page Number: Instrument Number:

Parcel Identification Number (PIN): 796645817400000 Tax Map Number: 796645817400000

Short Property Description: SECTION 2, VILLAGES OF LONGMEADOW

Current Property Address: N/A

City: N/A State: VA Zip Code: N/A

Instrument Prepared By: LAFAYETTE, AYERS & WHITL Recording Paid By: LAFAYETTE, AYERS & WHITLOCK

Recording Returned To: LAFAYETTE, AYERS & WHITLOCK, PLC

Address: 10160 STAPLES MILL ROAD

City: GLEN ALLEN State: VA Zip Code: 23060

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA

16 AUG 11 14 17

030806

(Area Above Reserved For Deed Stamp Only)



Parcel ID: 796645817400000

Amendment to Declaration of Covenants and Restrictions
of the Villages of Longmeadow Association, Inc.

This Amendment dated December 3, 2015 to the Declarations of Covenants and Restrictions of the Villages of Longmeadow Association, Inc. and Longmeadow Farms Associates, Inc., a Virginia corporation, dated August 31, 1993 and recorded April 5, 1994 in Deed Book 2503, Page 262, hereinafter referred to as "CC&R 1" by the Villages of Longmeadow Association, Inc., a Virginia non-profit, non-stock Association "the Association", all parties being indexed as Grantor and Grantee.

WHEREAS, CC&R 1 provides in Article VIII, Section 2 Amendments, the provisions for amending the CC&R 1; and

WHEREAS, in compliance with the amendment process set forth in Article 8, Section 2, the Association did at the duly called Annual Meeting on October 13, 2015 that was then continued to December 1, 2015 when a quorum was achieved by a vote of 72 votes in favor to 8 votes opposed voted to amend Article III Section 6(b) of CC&R 1 and by a vote of 72 votes in favor to 8 votes opposed voted to amend Article III Section 6(a) (i) of CC&R 1.

NOW THEREFORE, pursuant to the power to amend granted in the CC&R 1 and the affirmative vote of the members of the Association, CC&R 1 is amended as follows:

Article III, Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association.

The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

a. The first time a meeting of the Members of the Association is called to vote on (i) an increase in the Maximum Regular Annual Assessment greater than that provided for by subparagraph (3) of Section 3 of Article V hereof, **Ten (10%) percent of the total vote of the Membership** required for such action shall constitute a quorum for an increase in the maximum regular annual assessment only addressed in Article III, Section 6(a)(i), (ii) a Special Assessment as provided for by Section 4 of Article V hereof, (iii) the gift or sale of any parcel of land and improvements thereon designated as a Common Property as provided for by subparagraph (f) of Section 3 of Article IV hereof, (iv) an amendment to this Declaration as provided for by Section 2 of Article VIII hereof, or (v) the termination of this Declaration as provided for by Section 1 of Article VIII hereof, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership required for such action shall constitute a quorum [except for the lesser percentage has provided for in (i) herein].

RECEIVED

AUG 11 2016

TIME: 9:10 (a.m)/p.m.
CHESTERFIELD CIRCUIT COURT

RECEIVED
AUG 28 2016
G. E. AYERS

b. The first time a meeting of the Members of the Association is called to vote on any action proposed to be taken by the Association, other than that described in Article III, Section 6(a) above, the presence at the meeting of Members or proxies entitled to cast Ten (10%) percent of the total vote of the Membership required for such action shall constitute a quorum for a regular or special meeting.

If the required quorum is not present at any meeting described in subparagraphs (a) or (b) above, with the exception of any meeting called to vote on the termination of this Declaration described in subparagraph [Art. III, Sec 6.] (a)(v) above, another meeting or meetings may be called subject to the giving of proper notice and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

2. No other amendments or ratifications of CC&R 1 are contemplated by this amendment.

3. In the event of any conflict between this amendment of the CC&R 1 with the provisions in CC&R 1, this amendment shall supersede and control and the CC&R 1 shall be interpreted so as to give effect to this amendment to the CC&R 1.

[Signatures to follow]

RECEIVED
AUG 8 2016
G. E. AYERS

Witness the following signatures and seals.

Villages of Longmeadow Association, Inc.,
a Virginia Non-Stock Corporation

By: [Signature]
Marco Callender, President

Attested to: [Signature]
Blake Watson, Secretary

COMMONWEALTH of VIRGINIA,
CITY/COUNTY of Chesterfield to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Marco Callender, President of the Villages of Longmeadow Association, Inc., a Virginia corporation, appeared before me and acknowledged his signature to the foregoing this 14th day of July, 2016.

[Signature]
Notary Public

My Commission Expires: Nov 30, 2018

Notary Registration No: 7016089

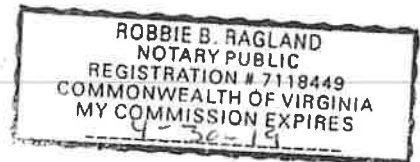
COMMONWEALTH of VIRGINIA,
CITY/COUNTY of Henrico to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Blake Watson as then Secretary of the Villages of Longmeadow Association, Inc., a Virginia corporation on December 1, 2015, appeared before me and acknowledged his signature to the foregoing this 5th day of August, 2016.

[Signature]
Notary Public Robbie Ragland

My Commission Expires: 4-30-2019

Notary Registration No: 7118449



INSTRUMENT #030806
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
AUGUST 11, 2016 AT 02:17PM

WENDY S. HUGHES, CLERK
RECORDED BY: KMT

RECEIVED
AUG X 8 2016
G. E. AYERS



OFFICIAL RECEIPT
CHESTERFIELD CIRCUIT COURT
9500 COURTHOUSE ROAD
CHESTERFIELD, VA 23832
804-748-1241

DEED RECEIPT

DATE: 08/11/16 TIME: 14:19:45 ACCOUNT: 041CLR030806 RECEIPT: 16000049424
CASHIER: KMT REG: QF69 TYPE: AMEND PAYMENT: FULL PAYMENT
INSTRUMENT : 030806 BOOK: PAGE: RECORDED: 08/11/16 AT 14:17
GRANTOR: LONGMEADOW FARMS ASSOCIATES, INC EX: N LOC: CO
GRANTEE: N/A, N/A EX: N PCT: 100%
AND ADDRESS : N/A N/A, VA.
RECEIVED OF : LAFAYETTE, AYERS & WHITLOCK DATE OF DEED: 12/03/15
CHECK: \$21.00
DESCRIPTION 1: SECTION 2, VILLAGES OF LONGMEADOW PAGES: 3 OP: 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP: 796645817400000
PIN: 796645817400000
301 DEEDS 14.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00
TENDERED : 21.00
AMOUNT PAID: 21.00
CHANGE AMT : .00

CLERK OF COURT: WENDY S. HUGHES

PAYOR'S COPY
RECEIPT COPY 1 OF 2

The first part of the history of the United States is the story of the early years of the nation. It begins with the discovery of the continent by Christopher Columbus in 1492. The early years of the nation were marked by the struggle for independence from Great Britain. The American Revolution was a war for freedom and self-government. The Declaration of Independence was signed on July 4, 1776. The war ended in 1781 with the British surrender at Yorktown. The new nation was established under the Constitution of 1787.

The second part of the history of the United States is the story of the growth and expansion of the nation. The United States grew from a small colony to a great power. The westward expansion of the United States was a major feature of the nation's history. The Louisiana Purchase of 1803 doubled the size of the United States. The Mexican War of 1846-1848 resulted in the acquisition of California and other western territories. The Civil War of 1861-1865 was a turning point in the nation's history. It ended slavery and preserved the Union.

The third part of the history of the United States is the story of the modern era. The United States emerged as a world power after World War I. The Great Depression of the 1930s was a major crisis in the nation's history. World War II was a defining moment in the nation's history. The United States emerged as a superpower after the war. The Cold War was a period of tension between the United States and the Soviet Union. The Vietnam War was a controversial conflict. The United States has continued to grow and expand its influence in the world.

21.00

BK 10484 PG 0089

Instrument Control Number
[]

**Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A**

COURT CLERK
CHESTERFIELD CO. VA
09 11

006695

[LS Cover Sheet Agent Online Version 2.3.1.27]

T
A
X
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P
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X
E
M
P
T

Date of Instrument [11/19/2013]
Instrument Type [AMEND]
Number of Parcels [1]
Number of Pages [8]
City County [Chesterfield County]

(Box for Deed Stamp Only)

First and Second Grantors			
Last Name	First Name	Middle Name	Suffix
<input checked="" type="checkbox"/>	Villages of Longmeadow Association, Inc.		
<input checked="" type="checkbox"/>	Longmeadow Farms Associates, Inc.		

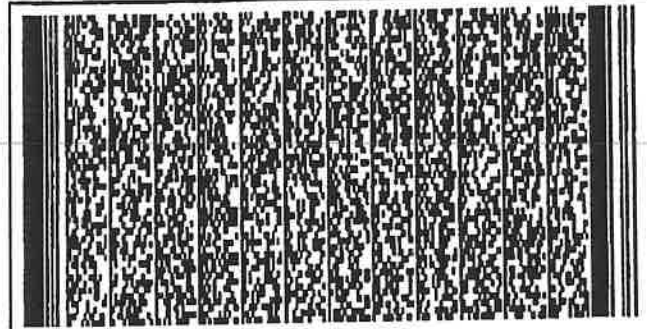
First and Second Grantees			
Last Name	First Name	Middle Name	Suffix
<input type="checkbox"/>	n/a		
<input type="checkbox"/>			

Grantee Address (Name) [n/a]
 (Address 1) [n/a]
 (Address 2) [n/a]
 (City, State, Zip) [n/a]

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 [2105] Page [893] Instr. No []
 Parcel Identification No (PIN) [796645817400000]
 Tax Map Num. (if different than PIN) [796645817400000]
 Short Property Description [see instrument]
 Current Property Addr (Address 1) [n/a]
 (Address 2) [n/a]
 (City, State, Zip) [n/a]

Instrument Prepared by [Lafayette Ayers & Whitlock]
 Recording Paid for by [Lafayette Ayers & Whitlock]
 Return Recording to (Name) [Lafayette Ayers & Whitlock]
 (Address 1) [10160 Staples Mill Road]
 (Address 2) [Suite 105]
 (City, State, Zip) [Glen Allen] [VA] [23060]
 Customer Case ID [] [CS-846849]



EX 10484 00090

RECEIVED

FEB 20 2014

TIME: 10:20 a.m.
CHESTERFIELD CIRCUIT COURT

Parcel ID: 796645817400000✓

Amendment to the Declaration of Covenants and Restrictions
of the Villages of Longmeadow Association, Inc. and Longmeadow Farms
Associates, Inc.

These Amendments dated Nov. 19, 2013 to the **Declaration of Covenants and Restrictions of the Villages of Longmeadow Association, Inc., and Longmeadow Farms Associates, Inc. (both being) a Virginia Corporation**, dated August 31, 1993 and recorded April 5, 1994 in Deed Book 2503, Page 262, hereinafter referred to as "CC&R 1", amended by Amendment dated June 25, 2009 and recorded August 17, 2009 in Deed Book 8832, Page 732 and further amended by Amendment dated January 6, 2010 and recorded February 18, 2010 in Deed Book 9006, Page 18, made by THE VILLAGES OF LONGMEADOW ASSOCIATION, INC. A VIRGINIA NON-STOCK CORPORATION and same is indexed as Grantor and Grantee.

AMENDMENT ONE

WHEREAS, CC&R1, as amended, states at Article III, Section 6 "Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association"; and,

WHEREAS, in compliance with the amendment process in CC&R 1 as amended, the Association at a duly called meeting on Nov 19, 2013 by a vote of 59 to 19 voted to amend Article III, Section 6.

NOW THEREFORE, pursuant to the power to amend CC&R 1 as amended and the affirmative vote of the members of the Association, Article III, Sections 6, 7 and 8 of CC&R 1 is amended and restated in its entirety as follows:

I. "Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association.

The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

(a) The first time a meeting of the Members of the Association is called to vote on an increase in the Maximum Regular Annual Assessment greater than that provided for by subparagraph (3) of Section 3 of Article V hereof, 20% of the Residential Lot Owners who are Members of the Association shall constitute a quorum in person or by proxies, for any meeting which shall vote upon an increase in the maximum regular annual assessment only addressed in Article III. Such increase must be approved by 60% of the Members voting.

(b) The first time a meeting of the Members of the Association is called to vote on (i) a special assessment as provided for by Section 4 of Article V hereof, (ii) the gift or sale of any parcel of land or improvements thereon designated as a common property as provided for by subparagraph (f) of Section 3 of Article IV, (iii) an amendment to this Declaration as provided for by Section 2 of Article VII hereof, or (iv) the termination this Declaration as provided for by Section 1 of Article VIII hereof 20% of the Residential Lot Owners who are Members of the Association shall constitute a quorum, in Pederson or by proxies, for such meeting. Such actions in this Article III, Section 6 (b) must be approved by 60% of the Members voting.

(c) The first time a meeting of the Members of the Association is called to vote on any action proposed to be taken by the Association, other than that described in Subparagraphs (a) and (b) above, the presence at the meeting of members or proxies entitled to cast twenty (20%) percent of the total vote of the Membership required for such action shall constitute a quorum.

If the required quorum is not present at any meeting described in subparagraphs (a), (b) or (c) above, with the exception of any meeting called to vote on the termination of this Declaration described in subparagraph (b (iv)) above, another meeting or meetings may be called subject to the giving of proper notice and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum of the preceding meeting in which a quorum was not achieved. - 10%

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

Section 7. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that Proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specifically provided ballots mailed or delivered to the Association.

Section 8. Ballots by Mail and Electronic Voting.

(a) When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against each such motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 of this Article III,

provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

(b) The Board of Directors is authorized to establish such procedures which are verifiable and secure consistent with best practices for electronic communication of meetings, agenda, referenda, ballots, proxies and the receipt, registering, verifying and counting by electronic means of Members' proxies and ballots. Such procedures shall be disseminated to the Members via written notice and explanation mailed to each Residential Lot Owner not less than 60 days prior to implementation by the Association."

2. No other amendments or ratifications of CC&R 1 are contemplated by this amendment.

3. In the event of any conflict between this amendment of the CC&R 1 with the provisions in CC&R 1, this amendment shall supersede and control and the CC&R 1 shall be interpreted so as to give effect to this amendment to the CC&R 1.

AMENDMENT TWO

WHEREAS, CC&R 1 as amended states Article V, Section 9 "Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: the Lien: Remedies of the Association; and,

WHEREAS, in compliance with Amendment process in CC&R 1 as amended, the Association at a duly called meeting on Nov 19, 2013 by a vote of 68 to 10 voted to amend Article V, Section 9.

NOW THEREFORE, pursuant to the power to amend granted in the CC&R 1 and the affirmative vote of the members of the Association, Article V, Section 9 of CC&R 1 is amended as follows:

1. Article V, Section 9, Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: the Lien: Remedies of the Association:

If the Annual Assessment or any Special Assessment is not paid within thirty (30) days of the due date thereof, then such Assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the due date and costs of collection thereof including an actual attorney's not less than thirty three and one third percent (33 1/3%) of the amount due) become a charge and continuing lien on the land and all improvements thereon against which each such Assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns.

If the Assessment is not paid within sixty (60) days after the due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such Assessment the costs of preparing the filing of the

Complaint in such action and actual attorney's fees of not less thirty three and one third percent (33 1/3%) of the amount due. In the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and actual attorney's fees of not less than thirty three and one third percent (33 1/3%) of the amount due together with the costs of the action.

If the Board of Directors of the Association elects to utilize a Billing Agent to collect Assessments, interest which shall accrue on past due sums shall be the maximum interest rate with such agent may lawfully charge.

2. No other amendments or ratifications of CC&R 1 are contemplated by this amendment.

3. In the event of any conflict between this amendment of the CC&R 1 with the provisions in CC&R 1, this amendment shall supersede and control and the CC&R 1 shall be interpreted so as to give effect to this amendment to the CC&R 1.

AMENDMENT THREE

WHEREAS, CC&R 1 as amended states Article VIII, Section 10 "Termination of Association (c); and

WHEREAS, in compliance with Amendment process in CC&R 1 as amended, the Association at a duly called meeting on NOV 19, 2013 by a vote of 65 to 13 voted to amend Article VIII, Section 10 (c).

NOW THEREFORE, pursuant to the power to amend granted in the CC&R 1 and the affirmative vote of the members of the Association, Article VIII, Section 10 (c) of CC&R 1 is amended as follows:

1. Article VIII, Section 10 (c), Termination of Association: Any past due Annual Assessment together with interest thereon at the maximum annual rate allowed by law from the due date and all costs of collection including actual attorney's fees of not less than thirty three and one third percent (33 1/3%) shall be a personal obligation of the Owner at the time the Annual Assessment became past due, and it shall also constitute and become a charge and continuing lien on the Residential Lot and all improvements thereon, against which the Assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

2. No other amendments or ratifications of CC&R 1 are contemplated by this amendment.

3. In the event of any conflict between this amendment of the CC&R 1 with the provisions in CC&R 1, this amendment shall supersede and control and the CC&R 1 shall be interpreted so as to give effect to this amendment to the CC&R 1.

END OF TEXT OF THE AMENDMENTS, NEXT PAGE IS SIGNAGTURE PAGE

2016 FEB 12 09:05

Witness the following signatures and seals.

Villages of Longmeadow Association, Inc.,
a Virginia non-stock Corporation

By: David A. Peat
David A. Peat, President

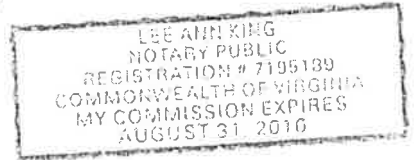
Attestation: Blake Watson
Blake Watson, Secretary

COMMONWEALTH of VIRGINIA,
CITY/COUNTY of Henrico to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that David A. Peat, President and Director of Villages of Longmeadow Association, Inc., a Virginia corporation, appeared before me and acknowledged his signature to the foregoing this 12 day of February 2014.

Lee Ann King
Notary Public

My Commission Expires: August 31, 2016
Notary Registration No: 7195189



COMMONWEALTH of VIRGINIA,
CITY/COUNTY of Henrico to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that Blake Watson, Secretary of Villages of Longmeadow Association, Inc., a Virginia corporation, appeared before me and acknowledged his signature to the foregoing this 12 day of February 2014.

Lee Ann King
Notary Public

My Commission Expires: August 31, 2016
Notary Registration No: 7195189

