

**THE TOWNS AT SWIFT CREEK
FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (the "First Amendment") is made this 6th day of October 2020, by **SWIFT CREEK DEVELOPMENT, LLC**, a Virginia limited liability company ("Developer" and Grantor for indexing purposes); **SWIFT CREEK TOWNHOMES, LLC**, a Virginia limited liability company ("Townhomes" and Grantor for indexing purposes); and **SWIFT CREEK TOWNHOMES PROPERTY ASSOCIATION, INC.**, a Virginia nonstock corporation ("Association" and Grantee for indexing purposes).

RECITALS

- A. By recordation of a Declaration of Protective Covenants and Restrictions dated February 20, 2020 and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield ("Clerk's Office") in Deed Book 12700 at Page 0702 (the "Original Declaration"), Developer subjected real estate described in Exhibit A, together with such additions thereto as may be made in the manner therein provided to the covenants, restrictions, easements, charges and liens set forth therein, all of which are for the benefit of the community and the owners within the community, and thereby created a community generally known as "The Towns at Swift Creek" on the property described in Exhibit A (the "Project").
- B. By recordation of an Amended and Restated Declaration of Protective Covenants and Restrictions dated May 21, 2020 and recorded in the Clerk's Office in Deed Book 12759 at Page 0152 (the "Amended and Restated Declaration"), Developer amended and restated the Original Declaration in its entirety, and subjected the real estate described in Exhibit A to the Amended and Restated Declaration.
- C. By recordation of a Deed dated May 29, 2020 and recorded in the Clerk's Office in Deed Book 12771 at Page 0172, Developer conveyed a portion of the Properties to Townhomes, such property as described in Exhibit C, and Developer remains the sole owner of the portion of the Properties described in Exhibit B.
- D. Developer and Townhomes, together owners of all of the Properties, now desire to amend the Amended and Restated Declaration as set forth herein and to adopt the amendments set forth in this First Amendment, in order primarily to clarify the provisions of the Amended and Restated Declaration relating to the method of accounting of Association funds.

NOW, THEREFORE, Developer hereby declares that the Amended and Restated Declaration is amended as set forth herein, and that the Amended and Restated Declaration is ratified and confirmed in all other respects. The real property described in Exhibit A is

Tax Identification Number: 732686033000000 and as attached as Exhibit B and Exhibit C

and shall be, held, transferred, sold, conveyed and occupied subject to the restrictions, easements, charges and liens in the Amended and Restated Declaration, as amended by this First Amendment, and as the same may be amended, modified, supplemented or restated from time to time.

1. Section 1.10. "Developer/Investor Assessment" shall be deleted in its entirety, and the following language shall be substituted therefor:
"RESERVED."
2. Section 1.27. "Proportionate Share" shall be deleted in its entirety, and the following language shall be substituted therefor:
"Proportionate Share" shall mean, as to the Reserved Area Maintenance Charge, the amount determined by the Association's Board of Directors from time to time in consultation with the Investor Owner."
3. The second sentence of Section 3.8. Delegation of Exterior Maintenance and Repair of Investor Lots to Investor Owner(s). shall be deleted in its entirety, and the following shall be substituted therefor:
"Provided further, to the extent an Investor Owner assumes such maintenance and repair of the Improvements located upon the Investor Lots and is not in default of performing such maintenance, the Association shall not levy or charge the Investor Owner that portion of the Annual Assessment comprising the Exterior Maintenance Charge."
4. The second sentence of Section 5.3 Annual Assessments. Shall be deleted in its entirety.
5. 5.3 Annual Assessments, (a) General Assessments 1. Purpose shall be deleted in its entirety, and the following language shall be substituted therefor:
"General Assessments" shall mean those assessments used for the general purposes set forth in Section 5.2 above except that the General Assessments shall not be used for those purposes for which Limited Common Expense Assessments shall be used. As to the Investor Lots, General Assessments shall not include Exterior Maintenance Charges to the extent the Developer (or the Investor Owner, as applicable) has exercised the option to provide certain exterior maintenance for the Investor Lots and Improvements thereon as provided in Section 3.8 and the Developer or Investor Owner, as applicable, is not in default of performing such maintenance."
6. Section 5.3 Annual Assessments, (c) Developer/Investor Assessments 1. Purpose and 2. Basis shall each be deleted in their entirety and the following language shall be substituted therefor:
"RESERVED."

7. The last sentence of Section 5.4 Special Assessments shall be deleted in its entirety and the following language shall be substituted therefor:
“Any special assessment levied against the Investor Lots must exclude the Exterior Maintenance Charges applicable to Lots to the extent the Investor Owner has exercised its option to maintain the exterior of the dwelling and Improvements on the Investor Lots as provided in Section 3.8 and is not in default of performing such maintenance.”
8. Section 5.5 Date of Commencement of Annual Assessments, shall be deleted in its entirety and the following language shall be substituted therefor:
“Subject to Section 5.9, the Annual Assessments provided for herein shall commence as to each Lot or Parcel (with the exception of the Investor Lots) on the first day of the month following recordation of the Deed to such Lot or Parcel to the first purchaser thereof (other than Developer, Parcel Developer, or an owner who purchases solely for the purpose of constructing a dwelling thereon for resale). Annual Assessments for the Investor Lots shall commence as to each Investor Lot on the first day of the month following the initial occupation of a dwelling on such Investor Lot. The first Annual Assessment on a Lot, Parcel or Investor Lot shall be adjusted according to the number of months remaining in the calendar year. Unless the Board of Directors of the Association amends the Bylaws to provide otherwise, the Annual Assessments shall be paid as provided in the Bylaws.”
9. Section 5.11 Capitalization of the Association. Shall be deleted in its entirety and the following shall be substituted therefor:
“Capitalization of the Association. Upon the acquisition of record title to a Lot or Parcel (with the exception of Investor Lots) by the first purchaser thereof (other than Developer, Parcel Developer, or an owner who purchases solely for the purpose of constructing a dwelling thereon for resale), and in the case of Investor Lots, upon the initial occupation of a dwelling on an Investor Lot, a contribution shall be made by or on behalf of the purchaser, or, in the case of the Investor Lots, on behalf of the Investor Owner, to the working capital of the Association in the amount equal to one-half of the amount of the Annual Assessment payable on such Lot or Parcel for that year or such other amount as shall be determined by the Board of Directors. In the case of Lots other than the Investor Lots, this amount shall be deposited in the purchase and sales escrow at settlement and shall be disbursed therefrom to the Association for its working capital.”
10. A sentence shall be added to the end of Section 8.7. Blanket Easement, as follows:

“The foregoing notwithstanding, any such easement on or impacting the Reserved Area shall require the prior written consent of Investor Owner, which consent may be granted, withheld or conditioned, in the sole discretion of Investor Owner.”

11. The last sentence of Section 9.2. Amendments shall be deleted in its entirety, and the following shall be substituted therefor:

“In addition, any proposed amendment or modification which would alter the rights of Developer or the Investor Owner with respect to the Investor Lots, Exterior Maintenance Charge, Reserved Area, Reserved Area Maintenance Charge, or any other right, responsibility of Developer and Investor Owner shall require the prior written consent of Developer and Investor Owner, and such consent may be given, withheld and/or conditioned in the sole discretion of Developer and Investor Owner.”
12. Section 12.2 Developer Responsibilities. (b) shall be deleted in its entirety and the following shall be substituted therefor:

“Developer shall be responsible for the payment of taxes applicable to the Common Area until the Common Area is conveyed to the Association.”
13. Definitions. Capitalized terms not defined herein shall be defined as set forth in the Amended and Restated Declaration.
14. Interpretation. This First Amendment modifies and amends the Amended and Restated Declaration. To the extent that any of the terms and conditions of this First Amendment vary from those of the Amended and Restated Declaration, this First Amendment shall control. In all other respects, the Amended and Restated Declaration is ratified and confirmed.

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WITNESS the following signatures and seals as of the date first above written.

SWIFT CREEK DEVELOPMENT, LLC,
a Virginia limited liability company

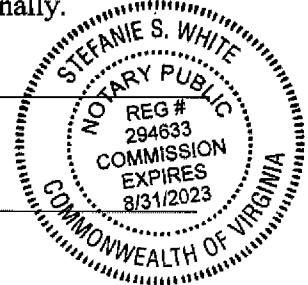
By: Boyd Corporation, its Manager

By: [Signature] (SEAL)
David S. Rudiger, President

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 6th day of October, 2020,
by David S. Rudiger, President of Boyd Corporation, Manager of Swift Creek Development, LLC,
a Virginia limited liability company. David S. Rudiger is known to me personally.

[Signature]
Notary Public



My commission expires: 08/31/23

Notary ID: 294033

SWIFT CREEK TOWNHOMES, LLC,
a Virginia limited liability company

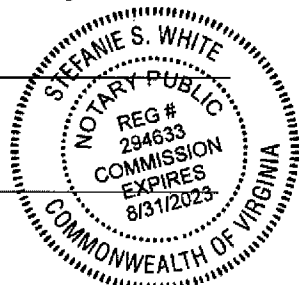
By: Boyd Corporation, its Manager

By: [Signature] (SEAL)
David S. Rudiger, President

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 6th day of October, 2020,
by David S. Rudiger, President of Boyd Corporation, Manager of Swift Creek Townhomes, LLC,
a Virginia limited liability company. David S. Rudiger is known to me personally.

[Signature]
Notary Public



My commission expires: 08/31/23

Notary ID: 294033

EXHIBIT A

All those certain lots set forth and numbered as Lots 1 through 300, inclusive, and those areas shown as "OPEN SPACE A, ACRES:17.28, SQ.FT.:752,687", "OPEN SPACE B, ACRES:0.99, SQ.FT.:42,945", "OPEN SPACE C, ACRES:3.57, SQ.FT.:155,441", "OPEN SPACE D, ACRES:0.97, SQ.FT.:42,271", "OPEN SPACE E, ACRES:3.62, SQ.FT.:157,609", and "OPEN SPACE F, ACRES:1.26, SQ.FT.:54,684" on that certain plat of subdivision entitled, "THE TOWNS AT SWIFT CREEK," made by Townes Site Engineering, dated March 11, 2020, and recorded in the Clerk's Office of the Circuit Court for Chesterfield County, Virginia in Plat Book 275, at page 6-17 (the "Plat").

IT BEING a portion of the property described below:

PARCEL ONE:

ALL THAT certain tract, piece or parcel of land, with all improvements thereon and appurtenances thereto, lying and being in Clover Hill District, Chesterfield County, Virginia, containing 56.974 acres, as shown on a plat of survey made by Woodrow K. Cofer, Inc., Certified Land Surveyor, dated May 19, 2006, entitled "Plat Showing 56.974 Acres of Land Lying on the East Line of State Route No. 754, Clover Hill District, Chesterfield County, Va.," a copy of which is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 166 at page 93, to which plat reference is hereby made for a more particular description of the real estate.

LESS AND EXCEPT 1.832 acres conveyed to the County of Chesterfield by Deed of Dedication recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 8224 at page 838 and shown on Plat Book 188 at pages 15 through 17.

PARCEL TWO:

ALL THAT certain lot, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in Chesterfield County, Virginia, known as 3601 S. Old Hundred Road, and designated as Parcel A, comprising 2.56 acres, more or less, on a map attached to a Deed recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 717 at page 411, to which plat reference is hereby made for a more particular description of the real estate.

LESS AND EXCEPT 0.099 acre conveyed to the Commonwealth of Virginia by Deed recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 3855 at page 163 and shown on State Highway Plat 21 page 424.

PARCELS ONE AND TWO being the same property conveyed to Swift Creek Development, LLC by deed from Glenn M. Hill dated August 2, 2019 and recorded in the Clerk's Office of the Circuit County of Chesterfield County, Virginia in Deed Book 12404 at page 0674.

EXHIBIT B

<u>LOT</u>	<u>GPIN</u>	<u>LOT</u>	<u>GPIN</u>	<u>LOT</u>	<u>GPIN</u>
001	732686033000000	035	732686913100000	185	732686410600000
002	732686053200000	036	732686933000000	186	732686430800000
003	732686063400000	037	732686972700000	187	732686441000000
004	732686073700000	038	733686002600000	188	732686461300000
005	732686104000000	039	733686022400000	189	732686481600000
006	732686114200000	040	733686042300000	190	732686491900000
007	732686124400000	041	733686071900000	191	732686512100000
008	732686144700000	042	733686091700000	192	732686522300000
009	732686165100000	043	733686111500000	193	732686582900000
010	732686195300000	044	733686121300000	194	732686553000000
011	732686215400000	133	732685688900000	195	732686533100000
012	732686235600000	134	732685669000000	196	732686513200000
013	732686305800000	135	732685649200000	197	732686473400000
014	732686325700000	136	732685629300000	198	732686443600000
015	732686355600000	137	732685549700000	199	732686423700000
016	732686385500000	138	732685559900000	200	732686403800000
017	732686415400000	139	732686570100000	201	732686373900000
018	732686445300000	140	732686580400000	202	732686354000000
019	732686465100000	141	732686610700000	203	732686273900000
020	732686505000000	142	732686621000000	204	732686253600000
021	732686534900000	143	732686631200000	205	732686243400000
022	732686554800000	144	732686651400000	206	732686223200000
023	732686574600000	145	732686671800000	207	732686202800000
024	732686614500000	146	732686682000000	208	732686192600000
025	732686644300000	147	732686692300000	209	732686172400000
026	732686664200000	148	732686712500000	210	732686162100000
027	732686684100000	149	732686901400000	211	732686241800000
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EXHIBIT C

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051	733685199100000	087	732685652100000
052	733685218700000	088	732685622000000
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055	733685237900000	091	732685531800000
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INSTRUMENT # 200053509
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CHESTERFIELD ON
OCTOBER 7, 2020 AT 03:06PM

WENDY S. HUGHES, CLERK
RECORDED BY: MKA