

Prepared by and Return to:
The Cedars Homeowners Association, Inc.
P. O. Box 2938
Glen Allen, VA 23060

Tax ID No's: 77-A2-1
77-A2-19
77-A2-20

THE CEDARS AT INNSBROOK
RESTATED AND AMENDED DECLARATION OF RESTRICTIONS

This RESTATED AND AMENDED DECLARATION OF RESTRICTIONS is made this 1st day of February, 2011, by THE CEDARS HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation ("Association," "Grantor" and "Grantee" for indexing purposes).

W I T N E S S E T H :

WHEREAS, The Cedars at Innsbrook Declaration of Restrictions was recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia ("Clerk's Office") in Deed Book 2202, Page 1156, et seq., as amended and supplemented ("Section A Declaration"), to subject the property situated in Three Chopt Magisterial District, Henrico County, Virginia, described as The Cedars at Innsbrook Section A, as shown on a plat dated April 5, 1989, made by J. K. Timmons & Associates, P.C., Engineers, Architects, Surveyors, a copy of which is recorded in the Clerk's Office in Plat Book 89, page 78 ("Section A Plat"); and

WHEREAS, The Cedars at Innsbrook Section B Declaration of Restrictions was recorded in the Clerk's Office in Deed Book 2381, Page 2326, et seq., as amended and supplemented ("Section B Declaration"), to subject the property situated in Three Chopt Magisterial District, Henrico County, Virginia, described as The Cedars at Innsbrook Section B, as shown on a plat dated October 11, 1990, made by J. K. Timmons & Associates, P. C., Engineers, Architects, Surveyors, a copy of which is recorded in the Clerk's Office in Plat Book 93, Pages 20 and 21 ("Section B Plat");

WHEREAS, The Cedars at Innsbrook Section C Declaration of Restrictions was recorded in the Clerk's Office in Deed Book 2379, Page 1768, et seq., as amended and supplemented ("Section C Declaration"), to subject the property situated in Three Chopt Magisterial District, Henrico County, Virginia, described as The Cedars at Innsbrook Section C, as shown on a plat

dated February 8, 1991, made by J. K. Timmons & Associates, P. C., Engineers, Architects, Surveyors, a copy of which is recorded in the Clerk's Office in Plat Book 95, Pages 27 ("Section C Plat");

WHEREAS, pursuant to Section 55-515.1(D) of the Virginia Property Owners' Association Act, Va. Code Sections 55-508, et seq., the Section A Declaration, the Section B Declaration, and the Section C Declaration may be amended by a two-thirds vote of the owners of Lots in each of the respective Sections of The Cedars at Innsbrook; and

WHEREAS, the property described in the Section A Plat, the Section B Plat and the Section C Plat shall be referred to herein as "the Property; and

WHEREAS, the owners of more than two-thirds of the Lots subject to the Section A Declaration, Section B Declaration and Section C Declaration, respectively, have approved the amendment and restatement of the Section A Declaration, Section B Declaration and Section C Declaration, respectively, into this Restated and Amended Declaration of Restrictions, which shall apply to the Property.

NOW, THEREFORE, in accordance with Section 55-515.1 of the Virginia Property Owners' Association Act, the Association and the owners of the Lots subject to the Section A Declaration, Section B Declaration and Section C Declaration set forth the following as The Cedars at Innsbrook Restated and Amended Declaration of Restrictions, which amends and restates the Section A Declaration, Section B Declaration and Section C Declaration, and which shall apply to the Property:

1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except for use as a private, one-family residence; provided, however, that the usual outbuildings, including a private garage, may be permitted if approved by the Architectural Control Committee as provided herein.
2. No improvements, including without limitation a dwelling, accessory structure or addition, such as a carport, porch, sidewalk, roof, radio tower, lamp post, mailbox, fence, garage or

other outbuildings, landscaping, antenna or similar device, or exterior color or siding material change, shall be made, erected, altered or replaced, unless two sets of detailed plans and specifications, including a site plan locating all such improvements and describing exterior finishes (material and color, including roof) have first been submitted to and approved by the Architectural Control Committee in writing. There shall be strict compliance with this requirement.

3. Declarant and his successors and assigns reserves unto itself the right and privilege to install gas lines, water lines, sewer lines, storm sewers, electric lines, telephone, and telegraph poles, lines and wires, and other utilities and appurtenances in the streets and roads of the subdivision and along the property lines of the Lots, and to grant to other persons, companies or corporations any or all of such rights and privileges, but the reservation of such rights shall not relieve, any grantee from the obligation to pay the usual and customary charges made with respect to his property for the installation and/or connection of utilities.
4. In considering requests for approval of fences and hedges the following general guidelines will be applied:
 - (a) No fence shall be permitted in the front yard of any Lot (between the building setback line and street line).
 - (b) No fence or hedge shall generally be permitted higher than 42 inches.
 - (c) No chain link fences or fences of other materials similar in nature or appearance will be permitted.

The Architectural Control Committee may in its absolute discretion waive or modify these fence and hedge guidelines, and consider such other criteria as it shall deem appropriate.

5. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder or sub-builder to advertise the property during the initial construction and sales period, unless first approved in writing by the Architectural Control Committee.
6. No use shall be made of any Lot, or any part thereof, which constitutes a nuisance or will adversely affect the value or marketability of other Lots in the subdivision. No stables, swine, sheep, cows or the like shall be permitted on the property. All trash, garbage and/or rubbish shall be kept in sanitary containers located so as not to be visible from a public street except as necessary for limited times in connection with pickup and removal by disposal services.

7. No driveway, entranceway, or sidewalk shall be constructed on any Lot unless approved as provided in paragraph 2.
8. No swimming pool shall be located nearer to any street line than the rear building line of the dwelling.
9. No structure of a temporary character or any trailer, tent, barn or other outbuildings, shall be used on any Lot at any time as a residence, either temporarily or permanently.
10. No trees over six (6) inches in diameter shall be removed without the prior written approval of Architectural Control Committee.
11. No portable air conditioning units will be placed in any window of a dwelling or other building if visible from a public street or an adjacent Lot.
12. No satellite dishes in excess of one meter in diameter shall be allowed on any Lot. The design and the location of all antennas and satellite dishes of one meter in diameter or less intended to be placed on a Lot must be submitted to the Architectural Control Committee for review. To the extent it is reasonable, the preferred location and installation site for antennae and satellite dishes which are one meter or less in diameter shall be only in the rear of a dwelling or in the rear portion of the Lot property. If such preferred locations preclude an acceptable quality of reception on any Lot property, then the Owner shall notify the Architectural Control Committee in writing, of such concern. Such notification shall include the appropriate documentation related to preclusion of reception and designate other sites on the Lot upon which the Owner wishes to locate and install the antennas or satellite dish. Antennas and satellite dishes which are one meter or less in diameter should be reasonably screened from view from any other Lot or Common Area and should be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted.
13. No motor vehicle will be parked on or adjacent to any Lot which does not have a current state license, state inspection sticker and county license, and no commercial vehicle, such as, by way of illustration, a school bus, delivery truck, or other large vehicles or equipment, will be parked on a street in the subdivision or on any Lot. No recreational vehicle (mobile home, camping trailer, and other similar vehicles) shall be parked on a street in the subdivision, or on a Lot except in a driveway shown on plans which have been approved as provided in paragraph 2.

14. In addition to the foregoing conditions and restrictions, the Lots shall be subject to easements for drainage and utilities, including power and telephone lines, as shown on the subdivision plat, and any other easements of record at the time of conveyance of any Lot.
15. Invalidation of any one of the provisions of these restrictions by judgment, court order or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.
16. The Board of Directors shall have the full right and privilege to enforce this and all other restrictions and conditions contained herein by appropriate proceedings at law for damages and/or in equity for appropriate injunctive relief and restraining orders to prevent violations, or to require violations to be corrected, together with damages sustained, including without limitation attorneys' fees and costs. In addition, any Lot Owner shall have the same right, at his, her or its expense, to enforce compliance with these restrictions as is provided in this paragraph.
17. These restrictions shall run with the land and be binding upon any and all succeeding land owners, their personal representatives, estates, heirs, devisees, assigns or successors in interest or any other parties having or taking an interest in or to, the Property, or any part thereof. This Declaration may be amended or terminated at any time by an instrument approved by more than two-thirds (2/3) of the votes entitled to be cast by all of the members of the Association. Any amendment or termination of this Declaration to be effective must (i) be executed by the president of the Association and be attested to by the secretary of the Association, (ii) have attached to it the sworn affidavit of the secretary of the Association stating that the amendment was approved by the requisite number of votes of the members of the Association, and (iii) be recorded in the Clerk's Office.
18.
 - (a) The Cedars Homeowners Association, Inc., a Virginia non-stock corporation has been established as a property owners association as set forth in the Virginia Property Owners' Association Act, §§55-508, et seq. of the Code of Virginia, 1950, as amended ("Act").
 - (b) The Association shall have the obligation to maintain all easements conveyed to the Association and all common areas within the Property, if any, including, but not limited to, all buffer strips and signs identifying The Cedars, at its expense.

- (c) All Lot owners ("Owners"), whether ownership commenced prior to or after the formation of the Association, shall automatically become Members of the Association. The Association shall be governed by a Board of Directors which shall be comprised of at least three (3) persons.
- (d) Subject to the provisions of subparagraph (c) immediately preceding, only one vote may be cast per Lot in the election of directors, and in all other matters on which the members are entitled to act. Directors shall be elected annually to serve for one year.
- (e) Funds to operate the Association will be provided by assessment of its Members. The amount of such assessment shall be fixed from time to time by a meeting of the members called by the Board of Directors for the purpose. At such meeting the Board of Directors shall submit to the Members its estimate of the total cost to be incurred by the Association for the ensuing year, or such other period as shall be acceptable to the members, and each Member shall thereupon become liable for his, her or its pro rata share of such total based upon the ratio of the number of Lots owned by each Member to the total number of Lots owned by all Members, which shall be payable as determined by the Board of Directors. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. For this purpose, common areas and easements, so designated on recorded plats, and street rights-of-way, shall not be deemed owned by any member.
- (f) In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the consent of the owners of two-thirds (2/3rds) of the Lots who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- (g) Any assessments by the Association which are not paid by an Owner within such time as shall be established by vote of the members at the meeting at which the assessment

is made, or in the by-laws of the Association, shall bear interest at a rate per annum determined by the Board of Directors or as provided in the bylaws, from such date until paid, and shall be subject to a late charge in the greater amount of twenty dollars (\$20.00) or ten percent (10%) of the assessment amount due and shall constitute a lien upon the Lot owned by such member. Such item shall have priority over all other liens, including without limitation mortgages, deeds of trust or any other lien hereafter placed upon any Lot, except a first mortgage or deed of trust securing a loan by a bona fide institutional lender, to which such lien shall be subordinate. No Owner may waive or escape liability for the assessments provided for herein by non-use of any common area or easements or by abandonment. No sale or other transfer shall relieve neither any Owner from liability for any assessments due nor any Lot from the lien of any assessment. The amount of any such lien may be enforced by suit or otherwise, at the election of the Board of Directors, and the Owner will reimburse the Association for all attorneys' fees and costs of collection incurred in so doing, the amount of which shall also constitute a lien on the Lot as herein provided. Notwithstanding the above, a party who acquires title to a Lot by virtue of the foreclosure of a lien secured by a first mortgage or deed of trust to which this lien is subordinate, or by a deed or assignment in lieu of foreclosure of such a mortgage or Deed of Trust, shall take title free of any liability of lien chargeable to such Lot on account of any period of time prior to such acquisition of title. Said acquiring party shall, however, be bound by the provisions of this Declaration, including without limitation assessments effective after said acquisition of title.

19. Each Owner shall be responsible to maintain their Lot and all structures, parking areas, and all other improvements both temporary and permanent on the property in an attractive, neat, sightly and first-class appearance and condition. To that end, each Owner shall regularly and properly effect the following to and on his property:
 - (a) The cleaning, painting and general maintenance and repair of the exterior of the residence and every other structure on the Lot;
 - (b) The prompt repair and replacement of damaged roofs, gutters, downspouts, exterior building surfaces, and exterior glass surfaces of the residence and every other building on the property;

- (c) The prompt repair and replacement of damaged walls and fences on the property;
 - (d) The prompt maintenance, repair and cleaning of all walks, curbs, stoops and steps on the property; and
 - (e) The maintenance of all landscaping items on the property. The maintenance shall include but not be limited to, the cutting, pruning, feeding, watering and, if necessary and permitted, the removal of the trees, shrubs, grass, weeds and other landscape items.
 - (f) In addition to any other enforcement rights available to the Association, if any Owner fails to properly perform this maintenance responsibility, the Association may enter the property to perform it and assess all costs incurred by the Association against the Lot and Owner thereof in accordance with Section 20 of the Declaration. Except when entry is required due to an emergency situation, the Association will afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.
20. The Association may levy a Special Assessment against any Owner individually and against any Lot to reimburse the Association for costs incurred in bringing an Owner and his Lot and property into compliance with the provisions of the Declarations, any amendments thereto, the Articles of Incorporation, the By-Laws, or the Association rules. The Special Assessment may be levied upon vote of the Board of Directors after notice to the Owner and an opportunity for a hearing.
21. The Architectural Control Committee shall consist of at least three (3) individuals and may include architects, engineers and others who are not Members of the Association.
22. The Architectural Control Committee shall prepare and recommend Guidelines for approval by the Board to govern the review and approval of plans and specifications for all exterior modifications, additions, construction, landscaping and signage within the Properties and to regulate and control the exterior appearance of any portion of the Lot. The Committee shall regularly report its activities to the Board of Directors and shall simultaneously provide to the Board all decisions given to the requesting Owner.

IN WITNESS WHEREOF, The Cedars Homeowners Association, Inc., has caused this,
The Cedars at Innsbrook Restated and Amended Declaration of Restrictions to be executed on
this 24 day of May, 2011.

THE CEDARS HOMEOWNERS ASSOCIATION, INC.

BY: Ky B Sowers
Kimberly B. Sowers
President

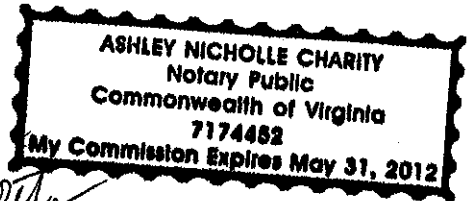
COMMONWEALTH OF VIRGINIA

COUNTY OF Henrico, to wit:

The foregoing instrument was acknowledged before me this 24th day of
May, 2011, by Kimberly Sowers, President of The Cedars
Homeowners Association, Inc.

My commission expires: May 31, 2012
Notary Registration No.: 7174452

Ashley N Charity
Notary Public



CERTIFICATE OF THE PRESIDENT

The President of The Cedars Homeowners Association, Inc., hereby certifies that the foregoing document, The Cedars at Innsbrook Restated and Amended Declaration of Restrictions, was duly adopted by the at a duly-called meeting of the owners of the Lots subject to the Section A Declaration, Section B Declaration and Section C Declaration, respectively, on February 1, 2011. The Cedars at Innsbrook subdivision is located in the County of Henrico, Virginia, and the The Cedars at Innsbrook Declaration of Restrictions is recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia ("Clerk's Office") in Deed Book 2202, Page 1156, et seq., as amended ("Section A Declaration"); The Cedars at Innsbrook Section B Declaration of Restrictions was recorded in the Clerk's Office in Deed Book 2381, Page 2326, et seq., as amended ("Section B Declaration"); and The Cedars at Innsbrook Section C Declaration of Restrictions was recorded in the Clerk's Office in Deed Book 2379, Page 1768, et seq., as amended ("Section C Declaration").

Date: May 31, 2011
Attest: Con Steeles
Secretary

Date: May 24, 2011
By: Ky B Sm
President

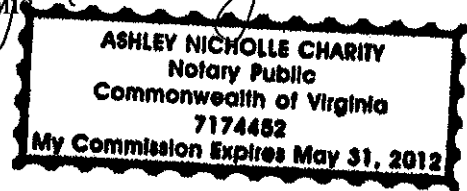
COMMONWEALTH OF VIRGINIA
COUNTY OF Henrico

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Kimberly Sowers, whose name is signed as President of The Cedars Homeowners Association, Inc. to the foregoing Certificate, has acknowledged the same before me in my County aforesaid.

Given under my hand this 24th day of May, 2011.

My Commission Expires: May 31, 2012
Notary Registration No.: 7174452

Ashley N Charity
Notary Public



COMMONWEALTH OF VIRGINIA
COUNTY OF Chesterfield

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that CoSA Stephens, whose name is signed as Secretary of The Cedars Homeowners Association, Inc. to the foregoing Certificate, has acknowledged the same before me in my County aforesaid.

Given under my hand and this 31 day of May, 2011.

My Commission Expires: 5.13.2004
Notary Registration No.: 7037656

DiAnne S. Watkins
Notary Public

