

Prepared by:  
Kristin Shields, VSB #91069  
Hirschler Fleischer  
725 Jackson Street, Suite 200  
Fredericksburg, Virginia 22401  
Tax Map Nos.: See attached Exhibit A

**FIRST AMENDMENT TO RESTRICTIVE COVENANTS FOR  
LAKE ACRES SUBDIVISION**

THIS FIRST AMENDMENT TO RESTRICTIVE COVENANTS FOR LAKE ACRES SUBDIVISION ("Amendment") is made this 7<sup>th</sup> day of APRIL, 2017, by Lake Acres Association, Inc., a Virginia corporation ("Association").

RECITALS

1. By Deed of Dedication ("First Deed") dated March 20, 1972 recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia ("Clerk's Office") in Deed Book 295, Page 243, that certain property known as Sections I and II of Lake Acres Subdivision in Chancellor District, Spotsylvania County, Virginia was encumbered and made subject to certain restrictive covenants entitled "Restrictive Covenants for Sections I and II Lake Acres Subdivision," ("First Restrictive Covenants") which were attached to the First Deed and recorded simultaneously therewith.
2. By Deed of Dedication dated October 10, 1972 ("Second Deed") (the First Deed and the Second Deed collectively referred to as the "Deeds") and recorded in the Clerk's Office in Deed Book 305, Page 240, that certain property known as Sections III through XI, inclusive of Lake Acres Subdivision in Chancellor District, Spotsylvania County, Virginia was encumbered and made subject to certain restrictive covenants entitled "Restrictive Covenants for Sections III Through XI Inclusive Lake Acres Subdivision," ("Second Restrictive Covenants") (the First Restrictive Covenants and the Second Restrictive Covenants collectively referred to as the "Covenants") which were attached to the Second Deed and recorded simultaneously therewith.
4. Under Paragraph 2 of the Deeds, the Covenants may be amended in whole or in part "by a vote of the majority of the then owners of the lots."
5. Pursuant to Paragraph 4 of the Deeds, each owner of a lot in Sections I through XI, inclusive, of the Lake Acres Subdivision is a member of the Association.
6. The Association has conducted a written vote in which a majority of the Association has voted to Amend Paragraph 7 of the Covenants, a record of said written vote being maintained in the records of the secretary of the Association.
7. It is the desire of the Association to Amend Paragraph 7 as more fully described herein.

## AMENDMENT

The Association hereby declares that the Covenants are amended as follows:

1. **Recitals.** The above recitals are hereby incorporated into this Amendment by this reference as material terms and conditions and not mere recitals.

2. **Definitions; Headings.** Capitalized terms not otherwise defined herein have the same meaning as set forth in the Deeds and Covenants. The section headings of this Amendment are included for convenience only, and shall not affect the construction or interpretation of any provision of this Amendment.

3. **Amendment.** Paragraph 7 of the Covenants is hereby stricken in its entirety and amended as follows:

No horses, pigs, hogs, sheep, goats, cows or other domestic or wild animals other than common household pets, nor any commercial kennel shall be kept or maintained on any lot in the subdivision. Keeping of domestic chickens may be authorized consistent with all provisions of Spotsylvania County Zoning Regulations contained in Sec. 23-5.3.2 – Development standards. Specifically, keeping of domestic laying hens shall be limited to a maximum of six (6) hens. Additionally:

- (i) No person shall keep any rooster;
- (ii) No person shall slaughter any domestic laying hen;
- (iii) Before introducing chickens to the property, a resident must provide the Board of Directors with:
  - a. A copy of the approved Application for Keeping of Domestic Laying Hens as Accessory Use issued by the Zoning Department of Spotsylvania County.
  - b. An affidavit signed by owners of contiguous and adjacent lots agreeing to allow the chickens to be kept on the adjoining property.
- (iv) Construction of any structure associated with keeping domestic chickens must be in accordance with County provisions and approved by the Lake Acres Association Building Control Committee.

4. **Affidavit.** The affidavit referenced in Paragraph 7(i)(b) of the Covenants as amended herein shall be in the form attached hereto as Exhibit B.

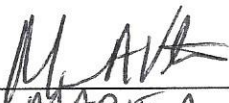
5. **Certification.** In accordance with § 55-515.1(F) of the Code of Virginia (1950), as amended, the undersigned, on behalf of the Association, hereby acknowledges and affirms that the requisite majority of lot owners have signed the amendment to the Covenants as set forth in Paragraph 3 of this Amendment. Copies of the amendment signed by the lot owners are kept amongst the records of the secretary of the Association.

6. **Conflict.** In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Deeds and Covenants, the terms and provisions of this Amendment will govern and control.

7. **Ratification.** Except as otherwise set forth herein, all other terms and conditions of the Deeds and Covenants remain in full force and effect, and the Association hereby ratifies and reaffirms the same.

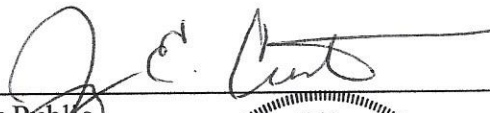
WITNESS the following signatures:

**LAKE ACRES ASSOCIATION, INC.,** a  
Virginia corporation

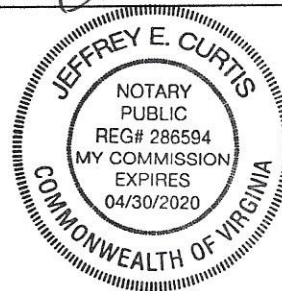
By:   
Print: MARIE A. VENTURA  
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Spotsylvania, to-wit:

The foregoing First Amendment to Restrictive Covenants was acknowledged before me this 7<sup>th</sup> day of April, 2017, by Marie A. Ventura,  
President of Lake Acres Association, Inc., a Virginia corporation, on behalf of the corporation.

  
Notary Public

Notary Registration No.: 286594  
My Commission Expires: 04/30/2020





## **EXHIBIT A**

### **Tax Map Nos.**

33A-10-144	33A-1-35	33A-5-122	33A-7-127
33A-10-145A	33A-1-36	33A-5-123	33A-7-128R
33A-10-145B	33A-1-37R	33A-5-136	33A-7-130R
33A-10-52	33A-2-115	33A-5-137	33A-7-131
33A-10-53R	33A-2-116	33A-5-138	33A-7-66
33A-10-54	33A-2-150	33A-5-40R	33A-7-67R
33A-10-55A	33A-2-151	33A-5-41	33A-7-83
33A-10-56A	33A-2-2R	33A-5-42	33A-7-84
33A-10-57	33A-2-4	33A-5-43	33A-7-85
33A-10-58	33A-2-4A	33A-5-93	33A-7-86
33A-1-100	33A-2-5	33A-5-94	33A-7-87
33A-1-101	33A-2-5A	33A-5-95	33A-7-88
33A-1-102	33A-2-6	33A-5-96	33A-7-89
33A-1-103	33A-2-7	33A-5-97	33A-7-90
33A-1-104	33A-2-8	33A-5-99A	33A-7-91
33A-1-105	33A-2-9	33A-6-132	33A-7-92
33A-1-106	33A-3-10	33A-6-133	33A-8-69R
33A-1-107	33A-3-15	33A-6-134	33A-8-70
33A-1-108A	33A-3-16	33A-6-135	33A-8-71
33A-1-108R	33A-3-28	33A-6-139A	33A-8-72
33A-1-110R	33A-3-29	33A-6-141A	33A-8-73
33A-1-111	33A-3-30	33A-6-147	33A-8-74
33A-11-11	33A-3-31	33A-6-148	33A-8-75
33A-1-112	33A-3-32	33A-6-149	33A-8-76
33A-11-12	33A-3-32A	33A-6-44	33A-8-77
33A-1-113	33A-4-17	33A-6-45	33A-8-78
33A-11-13	33A-4-18	33A-6-46	33A-8-79
33A-1-114	33A-4-19	33A-6-47	33A-8-80
33A-11-14	33A-4-20	33A-6-48	33A-8-81
33A-1-117	33A-4-21	33A-6-49	33A-8-82
33A-1-118	33A-4-22	33A-6-50	33A-9-142
33A-1-119	33A-4-23	33A-6-51	33A-9-143
33A-11-1R	33A-4-24	33A-6-64A	33A-9-59
33A-1-120	33A-4-25	33A-6-65A	33A-9-60
33A-11-C	33A-4-26	33A-7-124	33A-9-61
33A-1-33	33A-4-27	33A-7-125	33A-9-62A
33A-1-34	33A-5-121	33A-7-126	33A-9-A