

*NOTE: This is an unofficial electronic transcript of this document. An official paper copy is given to each Fontana Lot Owner, and the original Amendment can be found on record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1718, pages 641-645.*

**PREPARED BY: MARTIN & RAYNOR, P.C.**

**FIRST AMENDMENT TO  
FONTANA DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS AMENDMENT, dated June 23, 1998, amends to the extent herein provided the Fontana Declaration of Covenants, Conditions, Restrictions and Easements, dated June 19, 1998 of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1716, page 477 (the "Declaration") and is made by A.M. NICHOLS, TRUSTEE for the FONTANA LAND TRUST under agreement dated September 18, 1997, herein the "Declarant," who is the owner of all Lots in Fontana.

W I T N E S S E T H :

I. Article V of the Declaration is amended as follows:

A. With regard to the location and width of the easements reserved therein, Section 1 and Section 2 of Article V are amended to delete "twenty (20) feet in width" and "and centered" in the second and third lines respectively of each of said Sections and further amended to provide that (1) when Lot lines are shared by adjacent Lots, the easements shall be twenty feet in width centered on and along such shared Lot lines; (2) along (i) the Front line of any Lot (ii) any other line of any Lot adjoining a Street and (iii) any Rear Lot line which does not adjoin another Lot, the easements shall be twenty feet in width within the Lot along such Lot line; (3) along any Lot Side line not adjoining another Lot in Fontana, the easements shall be ten feet in width within the Lot along such Lot line.

B. Within the easements described in Section 1 and Section 2 of Article V, as modified in paragraph A. hereinabove, Declarant reserves unto itself, its successors and assigns, perpetual and alienable easements and rights of way on, above and underground, together with

rights of ingress and egress thereto, for the following purposes: (1) to create, provide and maintain any sight distances and/or slopes required by the Virginia Department of Transportation for the use and/or acceptance for public maintenance of any Street; and/or (2) to meet any other condition and/or requirement of any governmental authority related to Fontana and/or development of and/or the use and/or acceptance for public maintenance of any Street.

C. Declarant reserves unto itself, its successors and assigns, a perpetual and alienable easement and right of way on, above and underground twenty feet in width along all drainage courses within all Lots for the purpose of constructing, maintaining, inspecting, replacing and repairing pipes and swales for storm and surface water drainage for any Street and as required by the Virginia Department of Transportation, including the right of ingress and egress thereto.

D. Declarant reserves unto itself, its successors and assigns, perpetual and alienable easements twenty feet in width for all purposes set forth in Sections 1, 2, and 3 of Article V and paragraphs B. and C. hereinabove on, above and underground throughout all property designated on any plat of Fontana as Open Space, the Recreation Center Lot and any other part of the Property intended to become Common Area, whether before or after conveyance of such property to the Association, except that part of the Recreation Center Lot designated by the Declarant as an approved building site.

E. The easements reserved in Article V, as hereby amended, and the easements reserved in paragraphs B, C and D hereinabove, shall include the right to cut any grass, vegetation, tree(s), brush and shrubbery, to make any grading of land, and to take other similar action reasonably necessary to achieve the purposes of such easements. The easements and rights reserved in Article V, as hereby amended, and the easements and rights reserved in paragraphs B, C, D and E herein, (1) may be exercised by Declarant, its successors and assigns, or by the

designee of Declarant, its successors and assigns, (2) may be limited or released as to any Lot and as to any Open Space, the Recreation Center Lot and/or any other part of the Property intended to become Common Area by subsequent deed or other recorded instrument from Declarant, its successors and assigns, and (3) shall not be deemed to impose any obligation upon Declarant, its successors and assigns, to provide, maintain or be responsible for any utility service, any drainage, any sight distance and/or any slope condition. Any damage to property resulting from the use of the easements hereby reserved shall be promptly rectified at the expense of the entity which caused such damage.

II. Article IX, Section I., of the Declaration is amended as follows:

A. Subparagraph (u) is amended to further provide that no fence shall be built within the easement ten feet in width reserved on Lots with a Lot line or lines adjoining any portion of the Pedestrian Paths.

B. Subparagraphs (w) and (x) are added as follows:

(w) Except as may be required by any handicapped individual, no motorized vehicles shall be used on the Pedestrian Paths.

(x) No public address system shall be permitted on any part of the Property intended to become Common Area, including, the Open Space and the pool or any other outdoor facility constructed on the Recreation Center Lot. The use of bull horns, megaphones and similar equipment shall be prohibited at all times on the property intended to become Common Area, including the Open Space and the Recreation Center Lot.

III. This amendment shall be effective upon its recordation in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

WITNESS the following signature and seal of the Declarant, who is the owner of all Lots in Fontana Subdivision, and who hereby consents to this amendment to the Declaration.

*[signed by A.M. Nichols]*

\_\_\_\_\_(SEAL)  
A.M. Nichols, Trustee for the Fontana  
Land Trust under agreement dated  
September 18, 1997

STATE OF CALIFORNIA  
COUNTY OF Yuba

On June 25, 1998 before me Donna G. Paterno,  
personally appeared A. M. Nichols, Trustee for the Fontana Land Trust under agreement dated  
September 18, 1997, personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person whose name is subscribed to the within instrument and acknowledged  
to me that he executed the same in his authorized capacity, and that by his signature on the  
instrument the person, or the entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal.

*[signed by Donna G. Paterno]*

\_\_\_\_\_(SEAL)  
Notary Public

My commission expires: 9/4/99 .

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE:

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, IS ADMITTED

TO RECORD ON June 26, 19 98, AT 12:14 O'CLOCK p M.

STATE TAX	\$ _____	(039)
LOCAL TAX	\$ _____	(213)
TRANSFER FEE	\$ _____	(2 12)
I.T.T.F.	\$ <u>3.00</u>	(106)
VSLF	\$ <u>1.00</u>	(145)
CLERK'S FEE	\$ <u>12.00</u>	(301)
PLAT	\$ _____	
SECT. 58.1-802:		
STATE TAX	\$ _____	(038)
LOCAL TAX	\$ _____	(220)
LOCAL TAX	\$ _____	(223)
TOTAL	\$ <u>16.00</u>	

TESTE:  
SHELBY J. MARSHALL, CLERK

BY: [signed]  
DEPUTY CLERK