

**EIGHTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GAYTON GLEN HOMEOWNERS ASSOCIATION**

(Exterior Maintenance and Repair – Stanton Way Exception)

This EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this ____ day of _____, 2003, by Gayton Glen Homeowners Association, hereinafter called "the Association."

W I T N E S S E T H

WHEREAS, New Life-Raintree Corporation, a Virginia corporation (the "Declarant") submitted to record various restrictive covenants by Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia, in Deed Book 1951, Page 453, on April 17, 1985, which Declaration has been amended from time to time; and

WHEREAS, it is in the best interests of the Association to clarify Lot Owners' maintenance and repair responsibilities; and

WHEREAS, it is in the best interests of the Association to allow the Lot Owners who own homes on Stanton Way to assume responsibility for exterior maintenance and repairs of the homes; and

WHEREAS, the Declaration may be amended pursuant to Article XIII, General Provisions, Section 3, Amendment, which allows amendment during the first twenty (20) year period of the Association by assent of not less than eighty percent (80%) of the votes of the Lot Owners at a meeting duly called for the purpose of discussion and approval of the amendment; and

WHEREAS, pursuant to Section 55-515.1.F of the Code of Virginia, 1950, as amended (a provision of the Property Owners' Association Act), and Article XIII, Section 3, of the Declaration, this Amendment shall become effective when the amendment is duly recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia.

GPIN: See Exhibit A Attached
Prepared By: Kaufman & Canoles, P.C.
4801 Courthouse Street, Suite 300
Williamsburg, VA 23185

NOW, THEREFORE, the Association does hereby amend its Declaration in the following manner:

1. Article XI, Powers and Duties of the Association, Section 2, Mandatory Powers and Duties, subsection (c), shall be amended to require Stanton Way Lot Owners to be responsible for all exterior maintenance and repair of the Owners' own dwelling, the entire provision to read as follows:

The Association shall exercise the following rights, powers, and duties:
(c) To provide exterior maintenance upon each Lot and all improvements located thereon, with the exception of the Lots on Stanton Way and all improvements thereon, including the following: repair, replace and maintain roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, stoops, sidewalks, driveways, landscaping, patios, and water connections from dwelling units to the water meters, and sewer connections from the dwelling units to the sewer mains, *provided, however*, that Lot Owners on Stanton Way and Timberly Way shall repair, replace and maintain the Lot's driveways. Owners of Lots on Stanton Way shall be responsible for painting, repair, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, walks, stoops, sidewalks, driveways, landscaping, patios, and water connections from dwelling units to the water meters, and sewer connections from the dwelling units to the sewer mains. All restrictive covenants contained in Article VI, particularly Sections 8 through 11, remain applicable to all Lots and Owners are directed to, and are required to comply with those provisions as well as any Architectural Standards and/or Guidelines adopted by the Board pursuant to Article VII, Section 4, as the same may be amended from time to time.

2. All provisions of the Declaration not expressly amended herein shall be and remain in full force and effect.

The undersigned President of the Association does hereby certify that this Amendment has been approved by assent of not less than eighty percent (80%) of the votes of the Lot Owners at a meeting duly called for the purpose of discussion and approval of the amendment, as required by Article XIII, Section 3, of the Declaration and as evidenced by their signatures on file with the Association.

EXECUTED on the date first written above by the duly authorized officer of the Association.

GAYTON GLEN HOMEOWNERS ASSOCIATION,
A Virginia Nonstock Corporation

By: _____
Gayle Hunter, President

CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55-510.1.D

COMMONWEALTH OF VIRGINIA,
COUNTY OF HENRICO, to wit:

The foregoing instrument was acknowledged this _____ day of _____, 2003, before me, the undersigned Notary Public, by Gayle Hunter, President of Gayton Glen Homeowners Association, who did state the requisite number of Lot Owners ratified the aforesaid amendment by signing a document so stating.

Notary Public

My Commission Expires: