

See Amend. Declaration DB 555 p 740

bh/jn 06/16/88 79730/10008 (aa)

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See Amend. Declaration
PB 573 p 604
See Amend. Declaration (Corrected)
DB 574 p 799

THIS AMENDED DECLARATION, made this 3rd day of November, 1988, by TABB LAKES, LTD., a Virginia corporation, hereinafter referred to as the "Declarant," to amend the Declaration formerly filed in this matter, designated as "Declaration of Covenants, Conditions and Restrictions" dated January 10, 1985, and recorded March 6, 1985, in the Clerk's Office of the Circuit Court of the County of York, in Deed Book 412, page 262, with a correction to such Declaration, under the same date, being recorded, at Deed Book 412, page 582, in the Clerk's Office aforesaid; an Amended Declaration of Covenants, Conditions and Restrictions dated February 21, 1986, and recorded in Deed Book 435, page 69, in the Clerk's Office aforesaid, and an Amended Declaration of Covenants, Conditions and Restrictions dated September 2, 1986, and recorded in Deed Book 453, page 128, in the Clerk's Office aforesaid.

WITNESSETH:

WHEREAS, Declarant is the owner of a certain residential subdivision (the "Property") situate in the County of York, Virginia, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant desires to provide for the orderly development of the Property and to provide a general plan therefor to insure the preservation of values and aesthetic character of the Property; and

WHEREAS, Declarant will convey the Property, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Property

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From: Elizabeth Kelly
11-29-88

shall be held, transferred, sold, conveyed, occupied and used subject to the following easements, restrictions, reservations, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, restrictions, reservations, covenants and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

ACCORDINGLY, your Declarant hereby adopts Articles I through VIII, inclusive, of the aforesaid Declaration and Corrected Declaration, to apply the same to the attached Exhibit "A," as if this document set out fully the content of said Declaration and Corrected Declaration and Amended Declarations, with the exception of the fact that Article V, Section 3, shall be amended to read as follows:

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment imposed upon each Member shall be TWENTY DOLLARS (\$20.00) per Lot. The maximum annual assessment paid by Declarant for each Lot not containing an occupied dwelling shall be twenty-five percent (25%) of the maximum annual assessment paid by Members.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by not more than the annual increase on a percentage basis in the National Consumer Price Index published by the U. S. Bureau of Labor Statistics without a vote of the membership.

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amount specified in subparagraph (a) above by a vote of a majority of Members who are voting in person at a meeting duly called for this purpose.

(c) After consideration of current operating and maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

IN WITNESS WHEREOF, Tabb Lakes, Ltd. has caused this instrument to be executed this 14th day of November, 1988.

TABB LAKES, LTD.

By: Cowles M. Spencer
President

STATE OF VIRGINIA

CITY OF Newport News, to wit:

I, Sandra D. Parker, a Notary Public in and for the City and State aforesaid, whose commission expires on the 24th day of May, 1992, do hereby certify that Cowles M. Spencer

as President of TABB LAKES, LTD., whose name is signed to the foregoing writing bearing date on the 3rd day of November, 1988, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 14th day of November, 1988.

Sandra D. Parker
Notary Public



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EXHIBIT A

All that certain piece or parcel of land situate, lying and being in the County of York, Virginia, known and designated as TABB LAKES SECTION FIVE-A on that certain plat entitled, "TABB LAKES SECTION FIVE-A COUNTY OF YORK, VIRGINIA," dated August 29, 1988, and made by The DeYoung-Johnson Group, Inc., Williamsburg, Virginia, and recorded on the 31st day of October, 1988, in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Plat Book 10, pages 604 and 605, to which reference is here made.

VIRGINIA: County of York to-wit:

In the Clerk's Office of the Circuit Court for the County of York, the 14th day of Nov., 1988

This deed was presented with the certificate annexed and admitted to record at 1:12 o'clock Pm

Teste: Edith M. Elliott, Clerk

By Thompson Deputy Clerk

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