

**TALL PINES SUBDIVISION
AMENDMENT TO DEED OF DEDICATION, RESTRICTIVE
COVENANTS AND EASEMENTS**

THIS AMENDMENT TO DEED OF DEDICATION, RESTRICTIVE COVENANTS AND EASEMENTS, made and entered into this 10th day of May, 1994, by TALL PINES PROPERTY OWNERS ASSOCIATION, a Virginia non-stock corporation, on behalf of all property owners within Tall Pines Subdivision.

WHEREAS, Tricord, Inc., a Virginia corporation, has heretofore executed a Deed of Dedication, Restrictive Covenants and Easements, for Tall Pines Subdivision, Cuckoo District, Louisa County, Virginia, hereinafter "Deed of Dedication", and which instrument was heretofore recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Deed Book 380, Page 240, and Plat of Subdivision dated April 1990, recorded in Plat Book 8, Pages 370 through 373, in the aforesaid Clerk's Office, showing Tall Pines Subdivision; and

WHEREAS, said Deed of Dedication in Section 22 thereof, provides that at any time during the period of 30 years from the date of the aforesaid Deed of Dedication the owners of 4/5ths of the lots within the subdivision shall have the power to amend the covenants, Paragraphs 3, 4 and 20 excluded, and any right, privilege or reservation in favor of Tricord, Inc., also excluded, in any way by duly recorded instrument in writing; and

WHEREAS, the Association has proposed to amend Paragraphs 11 and 18 of the aforesaid Deed of Dedication; and

WHEREAS, at a duly called meeting of the Association, the amendments hereinafter described have been approved by more than 4/5ths of the owners of lots within Tall Pines Subdivision by duly recorded vote among the, records of the homeowners association.

NOW, THEREFORE, WITNESSETH: That in accordance with the provisions of Section 22 of the Deed of Dedication, Restrictive Covenants and Easements, dated May 1, 1990, and recorded in the aforesaid Clerk's Office in Deed Book 380, Page 240, and the reservations therein contained in said Deed of Dedication, Tall Pines Property Owners Association, a Virginia non-stock corporation, on behalf of the lot owners within Tall Pines Subdivision, upon approval by more than 4/5ths of said lot owners by duly recorded vote at a duly called meeting of the Association, hereby amends Sections 11 and 18 of said Deed of Dedication, to read as follows (amended language is under-scored):

11) **Signs:** The control of the posting of signs is delegated to the Board of Directors. Such signs shall not detract from the beauty and atmosphere of the community.

This paragraph shall not apply to the DECLARANT, except that no sign shall be placed or erected in violation of then current Louisa County ordinance.

18) **Property Owners Association:** The DECLARANT shall form a Property Owners Association no later than October 1, 1990. At the formation of the Property Owners Association the DECLARANT shall convey by deed all rights to the common area including the water rights to the Property Owners Association. Said conveyance shall not be deemed to include the boat slips constructed by DECLARANT, which boat slips the DECLARANT reserves the right to assign to lot owners within Tall Pines Subdivision as DECLARANT deems appropriate. Each lot owner within Tall Pines Subdivision shall have the right to use the common area provided that the lot owner is a member of the Property Owners Association and is a member in good standing with the Property Owners Association. It shall be a non-stock, not for profit corporation organized under the laws of the Commonwealth of Virginia. Each owner of any lot by acceptance

of a deed therefore agrees to become a member of the Tall Pines Property Owners Association (TPPOA) and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the TPPOA annual assessments or charges. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each assessment is made. Each such assessment and costs shall also be the personal obligation of the person who was the owner of such property when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. The annual assessments shall be One Hundred and no/100 Dollars (\$100.00) per annum, unless and until changed by the TPPOA in accordance with its bylaws. The annual assessments shall be for the one year period beginning each July 1st and ending each June 30th (hereinafter "fiscal year"). The TPPOA shall forward statements of annual assessments due for the upcoming fiscal year on or before May 1st to each lot owner. The annual assessments due for the upcoming physical year shall be due and payable on or before July 1st. All delinquent annual assessments shall bear interest at the rate of ten per cent (10%) per annum from the due date until the date paid. The DECLARANT shall not be required to pay any annual assessments for lots which the DECLARANT is holding for sale or resale for a period of five (5) years from the date of the formation of the Property Owners Association. At the time of the sale of a lot by DECLARANT, the purchaser thereof shall be liable for his/her pro-rata share of the annual assessments due for the then current fiscal year, from the date of conveyance until June 30th.

The lien of the assessments provided for herein shall be subordinate to the lien of any first lien deed of trust on any lot. Sale or transfer of any lot shall not affect the assessed lien. However, the sale or transfer of any lot pursuant to a first lien deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Association dues shall be used for maintenance and improvement of common areas and such other projects or improvements that the Property Owners Association deems advisable. The Property Owners Association shall not make, or cause to be made, any capital improvements, at the expense of the Association, unless said improvements are approved by a majority of the members of the Association other than the DECLARANT.

From the date of incorporation of the TPPOA and continuing for a period of five (5) years thereafter, the Board of Directors of the TPPOA shall consist of five (5) members, three (3) to be appointed by the DECLARANT, and two (2) to be appointed by the lot owners. At the end of said five (5) year period, all members of the Board of Directors shall be appointed by the lot owners or as otherwise set forth in the bylaws of the TPPOA. Notwithstanding, anything to the contrary contained herein, at such time as the DECLARANT no longer holds any lots within Tall Pines for sale or resale, the DECLARANT shall no longer be entitled to appoint any members to the Board of Directors of the TPPOA.

EXCEPT AS HEREINABOVE SET FORTH, the aforesaid Deed Dedication, Restrictive Covenants and Easements, shall remain in full force and effect.

WITNESS the following signatures and seals:

TALL PINES PROPERTY OWNERS ASSOCIATION, a Virginia non-stock Corporation

By: P. Edward Koppelman
President

Attest: Irene O'Quinn, Secretary

Recorded in Book 468, pages 270 - 280,
County of Louisa, Virginia