

DECLARATION

of

COVENANTS, CONDITIONS AND RESTRICTIONS

of

THE WOODS OF TABB

THIS DECLARATION, made this 2nd day of July, 1992, by CARY'S CHAPEL LIMITED PARTNERSHIP, a Virginia Limited Partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain properties in York County, State of Virginia, which may be described as follows:

ALL THOSE certain pieces, parcels or lots of land situate, lying and being in York County, Virginia, as shown on that certain plat entitled, "SUBDIVISION PLAT OF THE WOODS OF TABB, SECTION ONE, OF THE PROPERTY OF CARY'S CHAPEL LIMITED PARTNERSHIP, COUNTY OF YORK, VIRGINIA", prepared by Davis & Associates, Land Surveyors-Planners, Grafton, Virginia, dated February 26, 1992, which plat is made a part hereof by reference thereto and is recorded in the Clerk's Office of the Circuit Court for York County, Virginia, in Plat Book 11, pages 502-504, said plat containing a Total Area of 27.9956 Acres, of which the Pump Station Lot contains 0.4481 Acres, the Lot Area contains 3.6345 Acres, the R/W Area contains 16.4699 Acres and the Common Area contains 7.4431 Acres. (This plat so described may be sometimes herein referred to as "the Plat".)

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs,

successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to THE WOODS OF TABB HOMES ASSOCIATION, its successors and assigns (herein "the Association").

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, by excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by this Association at the time of conveyance of the first lot is described as follows:

The Common Area as shown on said Plat containing 7.4431 Acres may also include open space or green area which may be conveyed to the Homes Association, together with drainage and/or utility easements which may be conveyed to the Association for the use and benefit of the Owners.

Section 5. "Lot" shall mean and refer to any lettered/numbered lot or plot of land within a lettered/numbered block as shown upon the plat hereinabove referred to, with the exception of the Common Area, the R/W Area and any Pump Station Lot (or similar lot whose purpose is to serve the Association).

Section 6. "Declarant" shall mean and refer to Cary's Chapel Limited Partnership, a Virginia Limited Partnership, its successors and assigns if such successors or assigns should acquire an undeveloped Lot from the Declarant for the purpose of constructing the initial improvements on such lot.

Section 7. "Mortgage" as used herein shall mean a mortgage or deed of trust, said terms having the same meaning and may be used interchangeably.

ARTICLE II

PROPERTY RIGHTS AND DUTIES

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

(d) the right of the Association to assess or charge to every Owner fees or dues in order to have funds to maintain and care for the Common Area and any improvements located thereon.

(e) the transfer of a Lot automatically transfers membership in the Association and all rights of the transferor with respect to the Common Areas and facilities to which ownership of such lot relate.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Leasing. Any owner may lease or rent his Lot as long as the use of the Lot is consistent with the restrictions herein and provided that the lease agreement between owner and lessee shall be written and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and all other documents of the Association and that failure of the lessee to comply with the terms of such documents shall constitute a default under the lease.

Section 4. Association Duties. Upon conveyance of the Common Area to the Association, the Association shall have the duty to maintain and keep in good repair the same for the benefit of all Owners, including without limitation, proper maintenance of the lakes and drainage facilities which are located on the Common Area together with any streets, sidewalks, street lights, landscaping or other improvements which may be located upon the Common Area.

Section 5. Right of County. In order to protect the public

interest which requires assurance as to adequate maintenance of common open areas and improvements, it is hereby provided in accordance with Section 24-252(c) of the York County Code that in the event the Association fails to maintain the common open space/improvements in reasonable order and condition in accordance with the approved plans, the County of York (herein County) may serve notice in writing upon the Association or upon the property owners within the development setting forth the manner in which the Association has failed to maintain the common open space/improvements in reasonable condition, and said notice shall contain a demand that such deficiencies of maintenance be cured within thirty (30) days thereof, and shall state the date and place of a public hearing thereon which shall be held within fourteen (14) days of the notice.

(1) At such hearing the County may modify the terms of the original notice as to the deficiencies and may grant an extension of time within which they shall be cured.

(2) If the deficiencies set forth in the original notice or in the modifications thereof shall not be remedied within said thirty (30) days or any approved extension thereof, the County, in order to preserve the taxable values of the properties within the development and to prevent the common open space/improvements from becoming a public nuisance, may, subject to budgetary limitations, enter upon said common open space and maintain, or contract for the maintenance of, the same for an initial period not to exceed one year.

(3) Said entry and maintenance shall not vest in the general public any rights to use the common open space/improvements except

when the same is voluntarily dedicated to the public by the Association.

(4) Before the expiration of said one-year period, the County shall, upon its initiative or upon the request of the Association responsible for the maintenance of the common open space/improvements, call a public hearing upon two (2) weeks' notice in writing to the Association or the property owners within such development, to be held by the Board of Supervisors of County (the "Board"), at which hearing the abilities of the Association to resume maintenance responsibilities shall be assessed.

(5) If the Board shall determine that the Association is ready and able to maintain the common open space/improvements in reasonable condition, the County shall cease to maintain the common space/improvements.

(6) If the Board shall determine the Association is not ready and able to maintain the common space/improvements in a reasonable condition, the County may, in its discretion, continue to maintain, or contract for the maintenance of, the common space/improvements.

(7) The cost of such maintenance and all associated administrative costs by the County shall be assessed ratably against the properties within the development that have a right of enjoyment of the common open space/improvements, and shall become a charge on said properties, and may be collected by the County as taxes and levies are collected.

Section 6. Right of Entry by County. County personnel, in the performance of their official duties, are hereby granted a right of entry upon the common property of the Association, and this shall include, but not be limited to, law enforcement officers, rescue squad personnel and fire fighting personnel while in pursuit of their duties, and in the case of private streets, enforcement of clear emergency vehicle access.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

CLASS A. CLASS A members shall be all owners, with the exception of the Declarant (the term Declarant including a builder to whom Declarant has sold a Lot for the purpose of constructing a residence thereon), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member(s) shall be the Declarant (including a builder to whom Declarant has sold a Lot for the purpose of constructing a residence thereon), and the legal owner of such Lot shall be entitled to two (2) votes for each Lot owned as shown on said Plat or in any section which may be hereafter annexed. The Class B membership shall cease

and be converted to Class A membership (subject to being reconverted to a Class B membership if, pursuant to a subsequent annexation of additional Lots the total votes outstanding in the Class A membership are less than the total votes outstanding in the Class B membership) on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) ten (10) years from the date hereof.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the

Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWO HUNDRED FORTY and no/100 DOLLARS (\$240.00) per Lot.

(a) From and after January 1, 1993, the maximum annual assessment may be increased each year (computed on a cumulative basis) not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1993, the maximum annual assessment may be increased above ten percent (10%) by a vote of more than two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment from time to time at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that

any such assessment shall have the assent of more than two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in arrears or in advance on a monthly basis, or on a quarterly, semi-annual or annual basis as determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by the Declarant to an Owner or to a builder who has acquired such Lot for the purpose of building a residence thereon. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against

each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or as may be established from time to time by a vote of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any defaulting Owner shall be liable for reasonable attorneys fees and court costs as may be awarded by the court.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage 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.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Cary's Chapel Limited Partnership together with such entity as Cary's Chapel Limited Partnership may have conveyed or assigned its rights and privileges as the "Declarant" hereunder, (Declarant and such Assignee being referred to collectively in this sub-paragraph as

Declarant) reserves the right to annex to the Properties at any time additional parcels of land owned by or subsequently owned by Declarant or by such entity as Cary's Chapel Limited Partnership may have conveyed or assigned its rights and privileges as the "Declarant" hereunder, (Declarant and such Assignee being referred to collectively in this sub-paragraph as Declarant) and being contiguous to or shown on that certain plat entitled, "PLAT OF THE PROPERTY OF: CARY'S CHAPEL LAND TRUST, PLAT SHOWING PARCELS OF LAND CONTAINING: 101.9805 ACRES, CITY OF POQUOSON AND COUNTY OF YORK, VIRGINIA", prepared by Davis & Associates, Surveyors & Planners, York County, Virginia, dated February 12, 1991, being attached hereto and made a part hereof by reference thereto as Exhibit "A", together with such additional parcels which are contiguous to or border in whole or in part the 101.9805 Acres as shown on the Exhibit "A" Plat; such right or privilege of annexation may be made in the sole discretion of the Declarant without the necessity of the consent of Class A members, Class B members or the Association. Declarant may cause such annexation to be made by including the provisions of such annexation to be shown on such recordation plat, or by an instrument executed by Declarant and duly recorded, describing the parcel or parcel's to be annexed and referring to an making such parcel or parcels subject to the within Covenants, Conditions and Restrictions, or both. Upon any such annexation being so made, the real estate or "Properties" covered thereby, together with the Declarant and all Owners thereof, and their heirs, successors and assigns, shall be entitled to and subject to, all of the terms of the within Covenants, Conditions and Restrictions in the same manner as if such annexed parcel had been included within the legal description as contained in the first Whereas

clause of Page 1 hereof, the same being defined as the "Properties" under Section 3 of Article I hereof.

It is further understood and agreed that such annexation of all or of any part of the real estate hereinabove described shall be solely at the option of the Declarant and Declarant may from time to time annex all or any part of the parts thereof as determined solely by the Declarant without the necessity of approval of any Lot Owner or the Association, anything to the contrary notwithstanding in the Articles of Incorporation or By-Laws of the Association.

Section 5. Encroachments. In the event any portion of any improvement on any Lot encroaches upon the Common Areas and facilities, as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion thereof, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 6. Additional Covenants. It is understood and agreed, anything to the contrary contained herein notwithstanding, as follows:

a) A first mortgagee will be provided written notification of any default by the mortgagor of such Lot or unit in the performance of such mortgagor's obligations under these Restrictions which is not cured within 30 days; as used herein the terms 'first mortgage', 'mortgage' or 'mortgagor' shall have the same meaning and import as 'first deed of trust', 'noteholder', or 'first deed of trust', or 'grantor of a deed of trust'; the terms 'mortgage' and 'deed of trust' for the purposes herein shall have the same meaning and intent.

b) Any first mortgagee who comes into possession of a Lot or unit

in the Properties pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any 'right of first refusal'.

c) Any first mortgagee who comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Lot or unit which accrue prior to the time such holder comes into possession of the Lot or unit.

d) Unless at least 75% of the first mortgagees (based upon one vote for each first mortgage) of individual Lots or units in the Properties have given their prior written approval, the Association shall not be entitled to:

(1) by act or omission seek to abandon, petition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by such Association for the benefit of the Owners and Lots in the Properties.

The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause:

(2) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of party walls or common fences and driveways, or the upkeep of

lawns and plantings in the Properties;

(4) fail to maintain fire and extended coverage on insurable common area property on a current replacement costs basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(5) use hazard insurance proceeds for losses to any common area property for other than the repair, replacement or reconstruction of such improvements.

e) First mortgagees shall have the right to examine the books and records of the Association or any entity which owns the common area property of the Association.

f) First mortgagees of Lots or units in the Properties may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any common area property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement is hereby agreed to and this instrument shall constitute an agreement in favor of all first mortgagees of Lots or units in the Properties.

g) No provision of the Association Articles of Incorporation, or the declaration of easements, restrictions and covenants, or any similar instrument pertaining to the Properties or to Lots or units therein, gives a lot Owner or any other party priority over any rights of first mortgagees of Lots or units herein pursuant to their mortgages in the case of a distribution

to lot Owners of insurance proceeds or condemnation awards for losses to or taking of the Association's common property.

h) Lot Owners have a right to enjoyment of the common area property and such property is owned in fee by the Association. The common area property was conveyed to the Association unencumbered except for any easements granted for public utilities or for other public purposes consistent with the intended use of such property by the Association.

i) In the event that management other than self-management is required of the Association, and in the event that the Association elects or decides to terminate, then all first mortgagees shall be given at least thirty (30) days' notice of said action.

j) All first mortgagees shall be entitled to receive reasonable written notice of damage to or condemnation of any part of the common area and facilities.

ARTICLE VI

PROPERTY RESTRICTIONS

The Declarant does hereby declare, covenant and agree, for itself and its successors and assigns, that all residential Lots shown on said Plat (except such Lots may be needed for utilities and the like such as the pump station lots shown on said Plat) shall be hereafter held and sold subject to the following conditions and restrictions, to-wit:

Section 1. Land Use And Building Type: No lot shall be used except for residential purposes. No building or other improvement shall be erected, altered, placed or permitted to remain on any lot without the plans, specifications and design thereof having been approved in writing by the

Architectural Review Committee referred to hereinafter.

The Architectural Review Committee may act in its sole discretion and may, from time to time, change, modify or alter its standards or guidelines relating to size, quality and design of buildings and improvements built upon the Lots.

Section 2. Building Location: The front of each numbered building lot shown on said plat is indicated by the "Minimum Building Set-Back Line", set forth on said plat. No building shall be located on any numbered building lot shown upon the said plat, unless the front of the said building faces the front of the lot upon which it is located, nor shall any building be located on any lot nearer to the front lot line than the minimum building set-back line shown on the recorded plat. The Architectural Review Committee may grant waivers or exceptions as to building line violations for good cause shown.

Section 3. Sewage Disposal: Every dwelling unit constructed within this subdivision shall be connected to the public sewage disposal system.

Section 4. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision.

Section 5. Underground Electrical And Telephone Service: Neither poles nor other structures for the carrying or transmission of electric power or telephone service nor any electric or telephone line or cable, elevated or carried above the surface of the land or ground, and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed or permitted to remain upon either: (1) any lot in the subdivision, or (2) in or upon any street, alley,

sidewalk, curb, gutter or easement or right of way included within the subdivision. All electric and telephone service facilities constructed or placed within the subdivision, unless completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed or placed beneath the surface of land in the subdivision. This Section 5 shall not prohibit such electrical facilities or apparatus as may be required for public utilities and/or temporary electrical service during construction of improvements.

Section 6. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

Section 7. Fences: No fence shall be erected or constructed without written approval of the Architectural Review Committee. No fence shall be permitted in any front yard (front yard being defined to mean the area between the front of the house and the street upon which such Lot is situated). No fence shall exceed four feet (4') in height within fifty feet (50') of any lake. The Architectural Review Committee may require wooden or brick fences containing an attractive design consistent with the neighborhood and may exclude metal fences, pens or enclosures.

Section 8. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a temporary residence.

Section 9. Livestock And Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other similar household pets may be kept provided that they are not kept,

bred or maintained for any commercial purpose and do not constitute a nuisance to their neighbors.

Section 10. Signs: No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, or a sign advertising the property for sale or rent of not more than three square feet, or a sign used by a builder to advertise the property during the construction and sales period of not more than five square feet.

Section 11. Garbage And Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition to the rear of the dwelling concerned.

Section 12. Heating And Air Conditioning Equipment; Disc Antenna: No air conditioning or heating equipment shall be placed in front of any residence, and no storage tanks erected above the ground shall be permitted. No disc antenna shall be erected or maintained on any lot in the subdivision, except that upon proper screening, the Architectural Review Committee may authorize disc antennas.

Section 13. Common Area Restrictions: No boats or vehicles using gasoline, electric or other power source shall be permitted in the common area, including the lake. No Owner may pump, take or discharge water into or out of the lake, and no Owner shall erect any fence except as provided in Section 7 hereinabove. Each Owner of a Lot which adjoins a lake shall have an exclusive easement to the use of the Common Area which lies between the side lot lines of such Owner and the lake with such easement extending to a

distance in the lake of a distance of ten feet (10') within the area formed by an extension of the side lot lines of such Lot (the "Restricted Area"). It is the intent and agreement of this provision that each lot Owner adjoining the lake shall have the exclusive use of the Restricted Area with other lot Owners being prohibited from use of said Restricted Area. The maintenance of said Restricted Area shall be the responsibility of the adjacent lot Owner who shall maintain the same in a good state of repair and appearance and shall as necessary cut the grass within the Restricted Area.

Section 14. Trailers, Boats, Campers & Mobile Equipment: No trailers, boats, campers, or other mobile equipment except passenger automobiles and small trucks may be parked on the streets or on any lot within the front property set-back line.

Section 15. Subdivision Of Lots: None of the lots as shown on the said Plat may be subdivided into smaller or additional lots, provided, however, that this provision shall not prohibit the adjustment of lot lines if necessary so long as no new or additional lots are created, but the same shall require the approval of the Architectural Review Committee.

ARTICLE VII

ARCHITECTURAL REVIEW COMMITTEE

(In this Article VII the term Declarant shall have the same meaning as in Article V, Section 4.) Until such time as Declarant has conveyed the last Lot as shown on said Plat, or any Lot which may be hereafter annexed, Declarant shall designate an Architectural Review Committee consisting of three (3) persons which Cary's Chapel Limited Partnership may from time to time change. Upon the last Lot being conveyed by Declarant, or at such

earlier time as Cary's Chapel Limited Partnership may elect, the Board of Directors of the Association shall elect an Architectural Review Committee consisting of three (3) persons who may also serve as officers or directors of the Association. All new construction of any improvement, including without limitation residences or fences, shall require the written approval of the Architectural Review Committee. Any subsequent addition to, or change of, or alteration of existing construction, shall in like manner, require approval of the Architectural Review Committee, provided, however, that repainting or repairs of what has been previously approved shall not require any subsequent approval. The Architectural Review Committee is authorized to review and determine in its sole discretion, the nature, kind, shape, height, materials, location or design or color of any improvement located upon the Properties to ensure harmony of external design and location in relation to surrounding structures and topography.

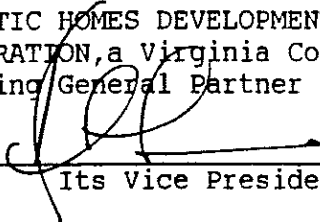
In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied.

IN WITNESS WHEREOF, the undersigned Declarant, CARY'S CHAPEL LIMITED PARTNERSHIP, a Virginia Limited Partnership, has caused this instrument to be executed on its behalf as of the date and year first above written.

BK0670PG0273

CARY'S CHAPEL LIMITED PARTNERSHIP,
a Virginia Limited Partnership

By: ATLANTIC HOMES DEVELOPMENT
CORPORATION, a Virginia Corporation,
Managing General Partner

By: 
Its Vice President

STATE OF VIRGINIA

City of Hampton, to wit:

I, Gustav L. Nelson, III, a Notary Public in and for the City
and State aforesaid, whose commission expires on the 30th day of
June, 1991, do hereby certify that KENNETH L. ALLEN, Vice
President of ATLANTIC HOMES DEVELOPMENT CORPORATION, Managing General Partner
of CARY'S CHAPEL LIMITED PARTNERSHIP, whose name is signed to the foregoing
writing bearing date on the 2nd day of July, 1992, has acknowledged the same
before me in my City and State aforesaid.

Given under my hand this 6th day of July, 1992.



Notary Public

BK0670PG0274

Note: This map is prepared in accordance with the laws of the State of Virginia and is subject to the provisions of the laws of the State of Virginia relating to the recording of maps.

THE MICHIGAN ...
PLAN OF THE PROPERTY OF ...

CARY'S CHAPEL LAND TRUST

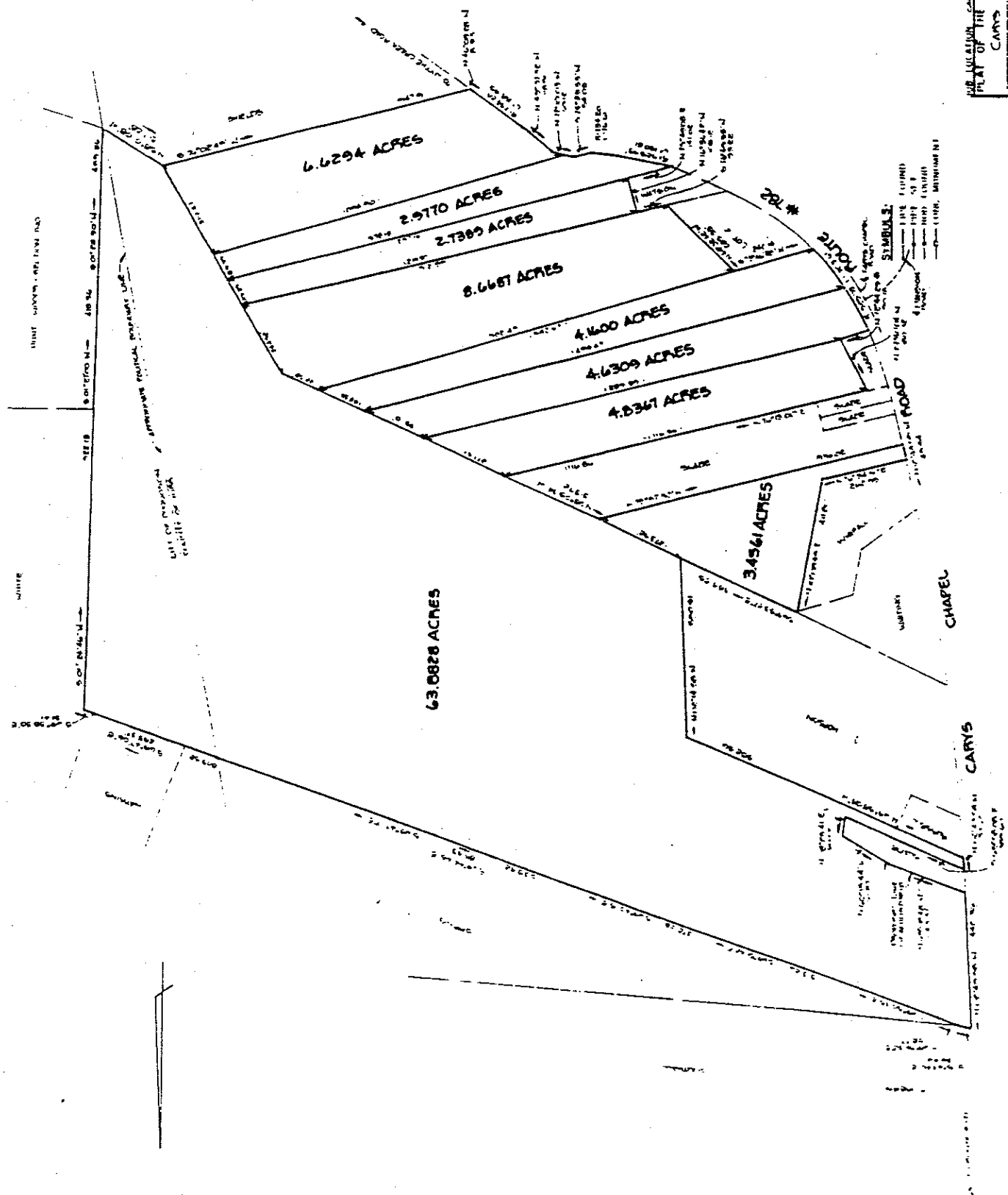
PARCELS OF LAND

Containing 101.8688 Acres
City of Loudoun and County of York, Virginia

SCALE: 1" = 100' DATE: 10/1/2011

DAVIS & ASSOCIATES
SURVEYORS & PLANNERS
YORK COUNTY, VIRGINIA

OWNER: ...





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**AMMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE WOODS OF TABB**

THIS AMENDMENT is dated this 13th day of March, 2011 by the WOODS OF TABB HOMES ASSOCIATION, a Virginia nonstock corporation (the "Association"), to be intended as "Grantor" and "Grantee."

WITNESSETH:

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of the Woods of Tabb (the "Declaration") dated July 2, 1992, and recorded in Deed Book 670, Page 251 in the Clerk's Office of the Circuit Court for the County of York, City of Poquoson, Virginia (the "Clerk's Office"), Cary's Chapel Limited Partnership declared certain real property in York County, Virginia, as described in the Declaration, subject to the conditions, restrictions, easements, charges and liens set forth herein; and

WHEREAS, under Section 3 of Article V of the Declaration, the declaration may be amended by an instrument signed by ninety-percent (90%) of the Lot Owner; and

WHEREAS, ninety percent (90%) or more of the Owners have given their written consent to the hereinafter set forth amendments; and

WHEREAS, pursuant to Section 55-515.1F of the Code of Virginia, 1950, as amended, this Amendment shall become effective when the Amendment is duly recorded in the Clerk's Office.

NOW, THEREFORE, the Declaration is amended as follows.

Section 4 of Article V entitled "Annexation" is hereby amended by deleting Section 4 of Article V in its entirety.

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURES
APPEAR ON FOLLOWING PAGE.)**

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THE WOODS OF TABB
HOMES ASSOCIATION, INC..
a Virginia nonstock corporation

By: Brian K. Butterworth
President

CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.515.1F

COMMONWEALTH OF VIRGINIA
COUNTY OF YORK. to wit:

The foregoing instrument was acknowledged before me the 13th day of March, 2011 by Brian K. Butterworth President of The Woods of Tabb Homes Association, a Virginia nonstock corporation, on behalf of the corporation, who did state and certify that the requisite percentage of Owners of Lots have given their consent to and ratified such Amendment by signing a document evidencing their consent to, and ratification of, such Amendment.

[Signature]
Notary Public

My Commission Expires: 12/31/2011
Reg. No. 263723



VIRGINIA: In the Clerk's Office of the York County -
Poquoson Circuit Court, the 13th day of
March, 20 11. This deed was
presented with the certificate annexed and admitted
to record at 1:34 o'clock P.M.

Teste: LYNN S. MENDIBUR, CLERK
By: [Signature] D.C.