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10977

AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LAKE ANNA PLAZA

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Lake Anna Plaza, is made and entered into as of the 18th day of September, 2004, by and between the undersigned Class A Members and Class B Members of the

GRANTOR: LAKE ANNA PLAZA OWNERS ASSOCIATION, INC., a Virginia non-stock corporation (hereinafter the "Association"), and the

GRANTEE: LAKE ANNA PLAZA OWNERS ASSOCIATION, INC., a Virginia corporation, whose address is 2991 New Bridge Road, Mineral, Virginia, 23117;

WITNESSETH:

That whereas, the Declaration of Covenants, Conditions and Restrictions for Lake Anna Plaza (hereinafter the "Declaration"), dated October 19, 2000, and is recorded in the Clerk's Office of Louisa County, Virginia, in Deed Book 657, Page 554, and

Whereas, the Declaration establishes certain rights of and imposes certain obligations on the William F. Blount, Jr., Family Limited Partnership (hereinafter the "Declarant"), and its successors and assigns for purposes of development, as the developer of Lake Anna Plaza, and also establishes certain rights of and imposes certain obligations on the owners of properties subject to the Declaration, and

Whereas, Article XV, Section C, of the Declaration provides that the Declarant may convey to the Association (which would thereafter be liable for the maintenance and operation thereof) the central water facility and the sewer treatment facility described in Article XV, Section C, of the Declaration, and

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Whereas, the Association, as evidenced by the execution hereof by its undersigned Class A and Class B members, does not desire that the central water facility and the sewer treatment facility be conveyed or transferred to the Association and does not desire to be liable for the maintenance and operation of either facility, and

Whereas, the Association desires that the Declarant convey both the central water facility and the sewer treatment facility to BBCR, a Virginia limited liability company (hereinafter "BBCR"), which will be responsible for maintenance of the central water facility and the sewage treatment facility, including any upgrades, expansion or augmentation of either facility, subject to the definition of each facility herein set forth and subject to approval of such conveyance or transfer by the appropriate governmental authority, and

Whereas, BBCR has agreed to accept the conveyance of the central water facility and the sewage treatment facility upon the following terms which the Association and the undersigned have deemed acceptable:

1. Each owner of a town house unit shall pay the general assessment imposed by the Association, provided, however, no portion of the assessment paid for that unit shall be paid by the Association for the provision of water and sewage treatment services and any fee for water and sewage treatment services shall be billed by and paid to BBCR or its successor as a payment for utility services independent of any general or special assessment collected by the Association. The Association may impose a general or special assessment for the maintenance, repair or replacement of such system of pipes, pumps or other conduits by means of which any sewage or other waste is moved to the sewage treatment plant or for the mainte-

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nance, repair or replacement of such system of pipes, pumps or other conduits by means of which water is provided to the users thereof.

2. For five years after December 31, 2004, or such shorter, continuous period of time as such owner owns the unit, no current owner of a town house unit will be responsible for payment of the utility fee payable by new or subsequent owners for the provision of water and sewage treatment services. If such unit is sold, the new owner will be responsible for payment of such fees from the date of settlement on the purchase of the unit, and

3. The purchaser of any town house unit sold by the Declarant or constructed after the date hereof will be responsible for payment of the utility fee, and

4. From the date this amendment is finally approved by the undersigned (meaning execution by the last of the undersigned required for approval in accordance with the amendment provisions of the Declaration), BBCR will be responsible for maintenance of the central water facility and the sewage treatment facility, including any upgrades, expansion or augmentation of either of the facilities, even though the conveyance or transfer of the central water facility and the sewer treatment facility to BBCR may be delayed pending submission of the proposed transfer to the appropriate governmental authority for approval, provided that

5. The sewage treatment facility shall mean the sewage treatment plant as described in the Declaration with reference to the approved Preliminary Site Plan for Lake Anna Plaza, dated November 12, 1996, including such additional areas as may be used for the expansion thereof for the purpose of sewage treatment, but shall not mean or include any system of

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pipes, pumps or other conduits by means of which any sewage or other waste is moved to the sewage treatment plant, and provided, further that

6. The central water facility shall mean the dedicated well site or lot as described in the Declaration with reference to the approved Preliminary Site Plan for Lake Anna Plaza, dated November 12, 1996, and as shown on a certain plat of survey entitled "Plat of a Well Lot Containing 0.453 Acre", made by James H. Bell, Jr., P.C., P.L.S., dated May 1, 1998, including such additional areas as may be used for the expansion thereof for the purpose of providing water, but shall not mean any system of pipes, pumps or other conduits by means of which any water is provided to the users thereof, and

7. BBCR shall have the right to add other users to central water facility and the sewage treatment facility and to impose a fee for the services provided to such other users without the consent of or notice to any individual or entity served by the facility. BBCR shall also have the right to upgrade, expand or augment either of the facilities without the consent of or notice to any individual or entity served by the facility. If it is deemed by BBCR to be in the best interest of the properties served by the sewage treatment facility to transfer the facility to a governmental entity or to any other entity which would thereafter be responsible for operation and maintenance, BBCR shall have the right to effect such a transfer without the consent of or notice to any individual or entity served by the facility, and

8. BBCR will be responsible for the costs of any bonds, permits, fees or the like required by any governmental entity incident to the transfer of the facility to BBCR or the subsequent operation and maintenance

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nance of the facility by BBCR or to the upgrade, expansion or augmentation of either of the facilities;

Now, therefore, the undersigned hereby amend the Declaration of Covenants, Conditions and Restrictions for Lake Anna Plaza (hereinafter the "Declaration"), dated October 19, 2000, and is recorded in the Clerk's Office of Louisa County, Virginia, in Deed Book 657, Page 554, as follows:

Article V and Article XV. The Articles are hereby amended to delete references to the imposition, collection or use of any portion of the annual general assessment or of any special assessment for the maintenance of the central water facility or the sewage treatment facility, including any upgrades, expansion or augmentation of either of the facilities, or the use of any portion thereof for any obligation assumed by BBCR and to delete entirely any obligation on the Declarant to convey or transfer central water facility or the sewage treatment facility, as defined above, to the association and to delete entirely any obligation on the Association to either accept such conveyance or transfer or to assume any financial obligation or responsibility related thereto. Such deletion shall not apply to the maintenance, repair or replacement of such system of pipes, pumps or other conduits by means of which any sewage or other waste is moved to the sewage treatment plant or for the maintenance, repair or replacement of such system of pipes, pumps or other conduits by means of which water is provided to the users thereof.

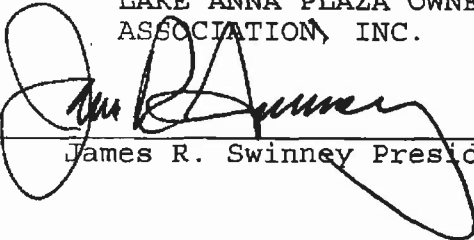
In all other respects necessary to carry out the foregoing purposes, the Declaration shall be deemed amended and insofar as amendment is not required to carry out the foregoing purposes, the Declaration shall remain in full force and effect.

JAMES L. LILLIE III, P.C.
ATTORNEY AND COUNSELLOR AT LAW
LOUISA, VIRGINIA

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Witness the following signature and seal:

LAKE ANNA PLAZA OWNERS
ASSOCIATION, INC.

By:  (SEAL)
James R. Swinney President

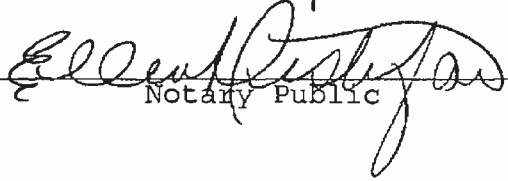
STATE OF VA

CITY/COUNTY OF LOUISA, To-wit:

Execution of the foregoing amendment was acknowledged before the un-
dersigned notary public in and for the jurisdiction aforesaid by James R.
Swinney in his capacity as President of Lake Anna Plaza Owners
Association, Inc., on this 24th day of MAY,
2007.

My commission expires: 31 AUGUST 2007

(NOTARY SEAL)

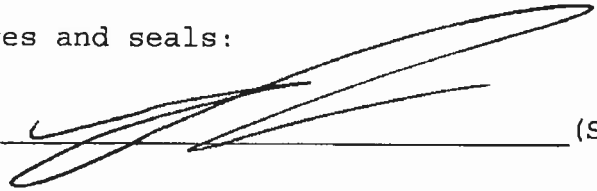

Notary Public

JAMES L. LILLIE III, P.C.
ATTORNEY AND COUNSELLOR AT LAW
LOUISA, VIRGINIA

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Witness the following signatures and seals:

Unit No. B-7

 (SEAL)

Unit No. _____

_____ (SEAL)

STATE OF VIRGINIA, Louisa

CITY/COUNTY OF ~~SPOTSWYLDEN~~, To-wit:

Execution of the foregoing amendment was acknowledged before the undersigned notary public in and for the jurisdiction aforesaid by _____

William J. Blount

on this 6th day of October, 2004.

My commission expires: 3-31-07

(NOTARY SEAL)

Erica Polana
Notary Public

JAMES L. LILLIE III, P.C.
ATTORNEY AND COUNSELLOR AT LAW
LOUISA, VIRGINIA

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Witness the following signatures and seals:

Unit No. B-2

Kelly R Shea (SEAL)
Kelly R. Shea

Unit No. _____

_____ (SEAL)

STATE OF Virginia

CITY/COUNTY OF Fairfax, To-wit:

Execution of the foregoing amendment was acknowledged before the undersigned notary public in and for the jurisdiction aforesaid by _____

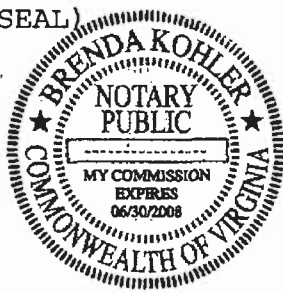
Kelly R. Shea _____

on this 4 day of June, 2007.

My commission expires: June 30, 2008

(NOTARY SEAL)

Brenda Kohler
Notary Public



JAMES L. LILLIE III, P.C.
ATTORNEY AND COUNSELLOR AT LAW
LOUISA, VIRGINIA