

AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
COMPASS COVE  
FRANKLIN COUNTY

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COMPASS COVE, made and entered into this 1<sup>st</sup> day of MAY, 2003, by WINDSTAR PROPERTIES, L.L.C., a Virginia limited liability company (hereinafter referred to as "Declarant"), amending that Declaration of Covenants, Conditions and Restrictions for COMPASS COVE, Franklin County, dated March 10, 2003, heretofore recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia.

WITNESSETH:

WHEREAS, the Declarant is the owner of all the Lots within COMPASS COVE, plat of which is recorded in the Clerk's Office of Franklin County, Virginia; and

WHEREAS, the Declarant has heretofore recorded a Declaration of Covenants, Conditions and Restrictions in the aforesaid Clerk's Office at Deed Book 771, Page 750, relating to COMPASS COVE; and

WHEREAS, the Declarant desires to amend said Declaration.

NOW, THEREFORE, the Declarant does hereby amend that Declaration of Covenants, Conditions and Restrictions, COMPASS COVE, Franklin County, in the following respects:

1. Article VII, Section 4 is amended as follows:

Section 4. Drainfield Lots. The Owner of each Lot is hereby granted an easement over and across the

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OSTERHOUDT, PRILLAMAN,  
NATT, HELSCHER, YOST,  
MAXWELL & FERGUSON, PLC  
ATTORNEYS-AT-LAW  
ROANOKE, VIRGINIA  
401B-0049

Drainfield Lots and the portions of the Property dedicated for streets for any purposes necessary for the maintenance of the septic system provided that the Owner of the Lot shall be responsible for all costs of repair of any damage to the street caused by construction, operation and/or maintenance of the septic lines. The Drainfield Lots may be used by the Declarant for any purposes it determines including, but not limited to, establishment of a water system for this or additional property, roads and access for COMPASS COVE and adjoining property, and for any other purposes it deems appropriate; provided that such use does not interfere with the operation of the septic fields as established or as relocated or expanded.

2. Except as herein set out, all other provisions of the Declaration of Covenants, Conditions and Restrictions heretofore recorded shall remain in full force and effect. This Amendment is executed pursuant to the authority contained in Article VIII, Section 1 of the Declaration.

WITNESS the following signatures and seals as of the day and year first hereinabove written.

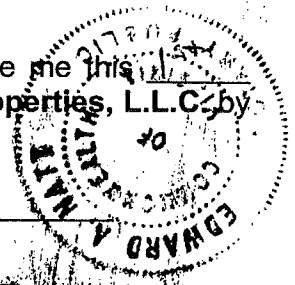
WINDSTAR PROPERTIES, L.L.C.

BY Mark W Crow (SEAL)  
ITS Managing member

STATE OF VIRGINIA,  
CITY/COUNTY OF Roanoke, to-wit:

The foregoing instrument was acknowledged before me this 15th day of May, 2003, on behalf of **Windstar Properties, L.L.C.** by Mark W Crow, its MANAGING MEMBER

My commission expires: 8/31/03



Edward A. [Name]  
Notary Public

OSTERHOUDT, PRILLAMAN,  
NATT, HELSCHER, YOST,  
MAXWELL & FERGUSON, PLC  
ATTORNEYS-AT-LAW  
ROANOKE, VIRGINIA  
4018-0049

036	
St. R. Tax	
Co. R. Tax	
Transfer	
Clerk	14 50
Lib. (145)	1 50
Grantor Tax	
TTF	3 00
Total \$	19 00

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF FRANKLIN COUNTY

The foregoing instrument with acknowledgment was

admitted to record on May 6 20 03,

at 9:07A M. in D.B. 0778 Page(s) 1248

Teste:

Alice S. Hall, Clerk

By: Beverly B. Waddy, Dep. Clerk