

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment") made this 31<sup>st</sup> day of July, 1998, by CENTEX HOMES, a Nevada general partnership (hereinafter "Declarant");

W I T N E S S E T H :

WHEREAS, by Assignment of Declarant Rights recorded among the land records of Loudoun County, Virginia (the "Land Records") immediately prior hereto, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 1539 at Page 1719 among the Land Records (the "Declaration"); and

WHEREAS, the Declaration encumbered certain property more particularly described therein (the "Property"); and

WHEREAS, Article IX, Section 2 of the Declaration provides that the Declarant may make any amendment to the Declaration required by the Federal Mortgage Agencies following Registered Notice to all Owners; and

WHEREAS, the Federal Mortgage Agencies require that assessments should be adequate to enable the homeowners association to carry out its responsibilities; and

WHEREAS, since the recordation of the Declaration, Declarant has decided to add certain amenities for the benefit of the Association and the Owners; and

WHEREAS, with the addition of these amenities, the assessments

provided within the Declaration are no longer adequate to enable the homeowners association to carry out its responsibilities; and

WHEREAS, the Declarant desires to now amend the Declaration to insure that the assessments are adequate as required by the Federal Mortgage Agencies; and

WHEREAS, the Declarant has provided all Owners Registered Notice of this Amendment.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant, pursuant to its powers pursuant to Article IX, Section 2, does hereby amend the Declaration as set forth herein:

1. The first sentence of Article V, Section 1 is amended to read as follows: "The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed thereto, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual, Special and Limited Common Assessments as are established herein and paid in the manner hereinafter provided."

2. The second paragraph in Article V, Section 4 is hereby deleted in its entirety.

3. Article V, Section 5 is amended to add (c):

"(c) Fire and Rescue Assessment. The Association shall annually levy the sum of \$60.00 per Lot for fire and rescue service, to be divided equally between the primary fire and rescue services which serve the Property, as specified by the County Fire

Marshall. The fees shall be be paid directly to the primary servicing fire company and primary servicing company on a yearly basis. Such fire donation shall not be required at such time as the Property is no longer served by an incorporated volunteer fire service. Such rescue donation shall not be required at such time as the Property is no longer served by an incorporated volunteer rescue service. Notwithstanding any other provision of this Declaration to the contrary, the full amount of such annual assessment for fire and rescue shall commence as to each Lot no later than the first day of the month following the issuance of a building permit for such Lot."

4. Article V, Section 5 is amended to add (d):

"(d) One-Time Owners Assessment. At settlement on the initial sale of any Lot with a residence constructed thereon, the purchaser of such Lot shall pay to the Association a one-time assessment in the amount of One Hundred Dollars (\$100.00). All assessments received by the Association pursuant to this Article V, Section 5(c) shall be used to establish a working capital fund for the Association."

5. Article V, Section 6 is amended to read as follows:

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment, whether annual, special or limited common, installment not paid within fifteen (15) days after the first day of the Association's assessment period (whether quarterly or monthly) shall be late and a late charge shall be assessed in the amount of \$10.00 or such other amount as may be

established by the Board of Directors. Any assessment installment not paid within thirty (30) days after the first day of the Association's assessment period (whether quarterly or monthly) shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may (a) declare the entire balance of such Annual, Special or Limited Common Assessment due and payable in full; (b) charge interest from the due date at the rate of six percent (6%) per annum; (c) charge a penalty to be set by the Board of Directors; (d) give Registered Notice to the Owner that in the event payment with accrued interest is not paid within thirty (30) days from the date of such notice, then the expressed contractual lien provided for herein shall be foreclosed; or (d) upon Registered Notice to the Owner, suspend the right of such Owner to vote or to use the recreational facilities until the assessment and accrued interest is paid in full.

6. Article XI is hereby added:

**ARTICLE XI**

**LIMITED COMMON ASSESSMENTS**

(Single Family Lots)

**Section 1. Annual Limited Common Assessments.**

In addition to the annual assessments provided for in Article V of this Declaration, and not in lieu thereof, each Owner, other than the Declarant or Builder, who becomes a fee owner of a Single Family Lot within the Property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or the conveyance, shall be deemed to covenant and agree to pay the

Association, in advance, a monthly sum (hereinafter sometimes referred to as the "limited common assessment") equal to one-twelfth (1/12) of the Member's proportionate share of the sum required by the Association, as estimated by the Board, to meet its annual expenses of providing trash removal within the Single Family Sections of the Property.

The Board shall determine the amount of the limited common assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board, installments of annual supplemental maintenance assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A Member so obligated may prepay one or more installments on any annual supplemental assessment levied by the Association, without premium or penalty. The Board shall make reasonable efforts to fix the amount of the limited common assessment against each Single Family Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the annual limited common assessments shall thereupon be sent to the affected Owners. The omission by the Board, before the expiration of any assessment period, to fix the amount of the annual limited common assessment hereunder for that or the next period, shall not be deemed a waiver or modification in

any respect of the provisions of this Article or a release of any Class A Member so obligated from the obligation to pay the annual limited common assessment, or any installment thereof, for that or any subsequent assessment period; but the annual limited common assessment fixed for the preceding period shall continue until a new limited common assessment is fixed. No Class A Member so obligated may exempt himself from liability for limited common assessments by abandonment of any Single Family Lot belonging to him.

**Section 2. Maximum Annual Limited Common Assessments.**

The initial maximum annual limited common assessment for each of the Single Family Lots shall not exceed the sum of Three Hundred Fifty Dollars (\$350.00). The annual limited common assessment shall be levied at a uniform rate for each Single Family Lot.

**Section 3. Increase in Maximum Annual Limited Common Assessment.**

A. From and after January 1 of the year immediately following the conveyance of the first Single Family Lot to an Owner, other than Declarant or Builder, the maximum annual limited common assessment hereinabove provided for may be increased by the Board, without a vote of the Class A Membership and without a vote of the then owners of the Single Family Lots (the "Single Family Affected Members"), by an amount equal to ten percent (10%) of the maximum annual limited common assessment for the preceding year.

B. From and after January 1 of the year immediately following the conveyance of the first Single Family Lot to an

Owner, other than Declarant or Builder, the maximum annual limited common assessment hereinabove provided for may be increased above that established by the preceding paragraph by a vote of the Single Family Affected Owners, as hereinafter provided, for the next succeeding year and, thereafter, at the end of such year, for each succeeding year, provided that no change made pursuant to this subparagraph shall have the assent of two-thirds (2/3) of the then Single Family Affected Owners and the Class B and C Members of the Association. A meeting of the Single Family Affected Owners and Class B and C Members shall be duly called for this purpose.

**Section 4. Notice and Quorum for any Action Authorized Under**

**Section 3.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article XI shall be sent to all Single Family Affected Owners and Class B and C Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Single Family Affected Owners, Class B and C Members, or of proxies entitled to cast sixty percent (60%) of all the votes of the Single Family Affected Owners or Class B and C Members, 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 sixty (60) days following the preceding meeting.

5. Article XII is hereby added:

ARTICLE XIILIMITED COMMON ASSESSMENTS(Townhouse Lots)Section 1. Annual Limited Common Assessments.

In addition to the annual assessments provided for in Article V of this Declaration, and not in lieu thereof, each Owner, other than the Declarant or Builder, who becomes a fee owner of a Townhouse Lot within the Property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or the conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (hereinafter sometimes referred to as the "limited common assessment") equal to one-twelfth (1/12) of the Member's proportionate share of the sum required by the Association, as estimated by the Board, to meet its annual expenses of maintaining the private streets and parking areas contained within the Townhouse Sections of the Property, including, but not necessarily limited to, the following:

A. the cost of maintaining, replacing and repairing the private streets, roadways and parking areas, in whole or in part, including, and without limitation, snow removal, parking area striping, sweeping and washing; and

B. the cost of funding a separate reserve to be established by the Association for the extraordinary maintenance and nonrecurring repair and replacement of the private streets, roadways and parking areas, in whole or in part; and

C. the cost of providing trash removal; and

D. the cost of furnishing such other services to the Townhouse Lots as the Board may elect.

The Board shall determine the amount of the limited common assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board, installments of annual limited common assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A Member so obligated may prepay one or more installments on any annual limited common assessment levied by the Association, without premium or penalty.

The Board shall prepare, or cause to be prepared, an annual maintenance budget for the private streets and parking areas. The Board shall make reasonable efforts to fix the amount of the annual limited common assessment against each Townhouse Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the annual limited common assessments shall thereupon be sent to the affected Owners. The omission by the Board, before the expiration of any assessment period, to fix the amount of the annual limited common assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Class A Member so obligated from

the obligation to pay the annual limited common assessment, or any installment thereof, for that or any subsequent assessment period; but the annual townhouse limited common assessment fixed for the preceding period shall continue until a new limited common assessment is fixed. No Class A Member so obligated may exempt himself from liability for limited common assessments by abandonment of any Townhouse Lot belonging to him or by the abandonment of his right to the use and enjoyment of the private streets and parking areas.

**Section 2. Special Limited Common Assessments.**

In addition to the regular limited common assessments authorized by this Article, the Association may levy in any assessment year a special limited common assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate maintenance (including snow removal), repair or replacement of the private streets and roadways; provided, however, that any such special limited common assessment shall have the assent of the then owners of not less than two-thirds (2/3) of the Townhouse Lots and two-thirds (2/3) of the then Class B and C Members of the Association who are voting at a meeting duly called for this purpose.

**Section 3. Reserve for Repair and Replacement of the Private Streets and Parking Areas.**

The Association shall establish and maintain a separate reserve fund for repair and replacement (in whole or in part) of the private streets and roadways by the

allocation and payment periodically to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

The reserve for repair and replacement of the private streets and parking areas may be expended only for the purpose of effecting the repair and replacement (in whole or in part) of the private streets and parking areas and for operating contingencies of a nonrecurring nature relating to the private streets and parking areas. The Association may establish such other reserves for such other purposes associated with the private streets and parking areas as the Board may from time to time consider to be necessary or appropriate. In no event shall reserves be collected for such streets and parking areas until the fiscal year in which such streets or parking areas, or an identifiable portion thereof, are substantially complete. The proportional interest of any Member in any such reserves shall be considered an appurtenance to his Townhouse Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Townhouse Lot to which it appertains and shall be deemed to be transferred with such Townhouse Lot.

**Section 4. Maximum Annual Limited Common Assessments.**

The initial maximum annual limited common assessment for each

of the Townhouse Lots shall not exceed the sum of Four Hundred Twenty Five Dollars (\$425.00). The annual limited common assessment shall be levied at a uniform rate for each Townhouse Lot.

**Section 5. Increase in Maximum Limited Common Assessment.**

A. From and after January 1 of the year immediately following the conveyance of the first Townhouse Lot to an Owner, other than Declarant or Builder, the maximum annual limited common assessment hereinabove provided for may be increased by the Board, without a vote of the Class A Membership and without a vote of the then owners of the Townhouse Lots (the "Townhouse Affected Members"), by an amount equal to ten percent (10%) of the maximum annual limited common assessment for the preceding year.

B. From and after January 1 of the year immediately following the conveyance of the first Townhouse Lot to an Owner, other than Declarant or Builder, the maximum annual limited common assessment hereinabove provided for may be increased above that established by the preceding paragraph by a vote of the Townhouse Affected Owners, as hereinafter provided, for the next succeeding year and, thereafter, at the end of such year, for each succeeding year, provided that no change made pursuant to this sub-paragraph shall have the assent of two-thirds (2/3) of the then Townhouse Affected Owners and the Class B and C Members of the Association. A meeting of the Townhouse Affected Owners and Class B and C Members shall be duly called for this purpose.

**Section 6. Notice and Quorum for any Action Authorized Under Sections 2 and 5.** Written notice of any meeting called for the

purpose of taking any action authorized under Section 2 or 5 of this Article XII shall be sent to all Townhouse Affected Owners and Class B and C Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Townhouse Affected Owners, Class B and C Members, or of proxies entitled to cast sixty percent (60%) of all the votes of the Townhouse Affected Owners or Class B and C Members, 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 sixty (60) days following the preceding meeting.

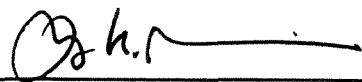
Except as amended herein, no other amendments to the Declaration are made hereby. All terms not otherwise defined herein, shall have the same definition as in the Declaration.

IN WITNESS WHEREOF the Declarant executes this Amendment to bind itself to the terms and conditions provided herein, and has caused these presents to be duly executed this 21<sup>st</sup> day of July, 1998.

DECLARANT:

CENTEX HOMES

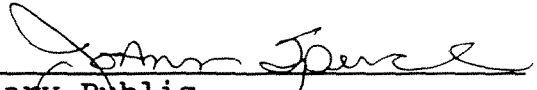
BY: CENTEX REAL ESTATE CORPORATION  
Managing General Partner

By:   
Robert K. Davis  
Division President

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify Robert K. Davis, Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership, whose name is signed to the foregoing instrument, personally appeared before me in my jurisdiction aforesaid and acknowledged the same.

GIVEN under my hand and seal this 8 day of July, 1998.



Notary Public

My Commission Expires July 31, 2002

My Commission Expires: \_\_\_\_\_

RECORDED / UNCERT ANNEXED 14  
EAA.105.WESTERLEY.AMD  
98 JUL 10 AM 9:23  
LOUDOUN CO, VA  
TESTE: *Richard Kuhl* . CLERK

RECORDED / UNCERT ANNEXED  
98 JUL 13 PM 12:16  
LOUDOUN CO, VA  
TESTE: *Richard Kuhl* . CLERK