

84-117525

EXS 677 P0001

EXS 672 P00069

Deed of Amendment to the Deeds of Dedication of Reston

THIS DEED OF AMENDMENT made this 20th day of December, 1984, by RESTON HOME OWNERS ASSOCIATION modifies and amends those certain Deeds of Dedication of RESTON, Sections One and Two, recorded among the land records of Fairfax County, Virginia, in Deed Book 2431 at page 319 and in Deed Book 2499 at page 339, respectively, and amended in Deed Book 2750 at page 130 and in Deed Book 2761 at page 415, respectively, and further amended as to both deeds in Deed Book 5947 at page 1127 (all such deeds and amendments being collectively referred to as "the Deeds of Dedication"),

WITNESSETH:

WHEREAS, the Deeds of Dedication set forth certain protective covenants and restrictions which are incorporated by reference in all other deeds of dedication with respect to all residential and commercial property in Reston; and

WHEREAS, the members and directors of Reston Home Owners Association, with the consent of the Developer of Reston and a majority of the owners of multi-family dwellings in Reston, desire to effect certain changes to the aforesaid protective covenants and restrictions; and

WHEREAS, the Deeds of Dedication provide for amendment of the protective covenants and restrictions and establish a process for effecting such amendments;

NOW THEREFORE, in consideration of the premises and in accordance with the said process established in the Deeds of Dedication, the duly authorized officers of Reston Home Owners Association do hereby set forth the following amendments to the Deeds of Dedication:

I. Covenants to be Amended

The covenants set forth in Article I (General Protective Covenants and Restrictions), Article II (Residential Property Protective Covenants and Restrictions), Article III (Commercial Property Covenants and Restrictions) and Article IV (Duration, Amendment and Enforcement of Protective Covenants and Miscellaneous) of the Deeds of Dedication, as amended, are hereby further amended by deleting the same in their entirety and substituting in their place and stead the covenants set forth in II below.

II. New Protective Covenants and Restrictions of Reston

The following Protective Covenants and Restrictions are hereby adopted in the place and stead of the covenants deleted as aforesaid:

Article I Definitions and Interpretation

Section I.1. Definitions. Words having initial capital letters in the provisions of this Deed shall be defined as follows:

(a) **Apartment Unit** shall mean and refer to a rental residential unit in a Multifamily Dwelling, including such units as may be used for administrative purposes. An Apartment Unit shall come into existence for Assessment purposes when it is first occupied for residential or administrative purposes, and its status as such shall not be affected by subsequent vacancies.

(b) **Assessment** shall mean and refer to the lienable charges against Lots authorized by the Deed in Articles V and VII.

(c) **Association** shall mean and refer to the Reston Home Owners Association, as more fully described in Article III, and any successor thereto.

(d) **Basis** shall mean and refer to the method or formula used by a board of directors for determining the annual Assessment applicable to each Lot.

(e) **Cluster** shall mean and refer to a group of two or more Lots, designated as a "Cluster" on a recorded subdivision plat of the Property and complying with any applicable requirements of the Fairfax County Zoning Ordinance and this Deed, and as described in Article VII.

(f) **Cluster Association** shall mean and refer to the nonstock, membership corporation of which the Owner of each Lot within a Cluster is automatically a member

(g) **Cluster Common Area** shall mean and refer to all real property and improvements thereon owned or leased by a Cluster Association for the common use and enjoyment of Owners in the Cluster.

(h) **Common Area** shall mean and refer to all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members, as described in Article IV.

(i) **Consumer Price Index** shall mean and refer to the Consumer Price Index-Urban Wage Earners and Clerical Workers; U.S. City Average. All

(j) **Deed** shall mean and refer to this Deed of Amendment to the Deeds of Dedication.

(k) **Design Guidelines** shall mean and refer to the policy guidelines for construction and alteration of the Property as adopted and published by the Design Review Board, as described in Section VI.1.

(l) **Developer** shall mean and refer to Reston Land Corporation, its predecessors, corporate successors and those persons to whom it specifically assigns its rights as Developer of Reston. The Developer's rights enumerated in this Deed shall terminate as provided in Section VIII.4.

(m) **Lot(s)** shall mean and refer to: a) any plot or parcel of land shown upon any recorded subdivision plat of the Property, with the exception of the Common Area, Cluster Common Area and parcels designated for public or commercial use, b) any residential condominium unit created under the Virginia Condominium Act, or any predecessor or successor statute, c) any residential unit within a cooperative housing organization created under the Virginia Real Estate Cooperative Act or any predecessor or successor statute, and d) any other residential unit, except Apartment Units.

(n) **Members** shall mean and refer to all members of the Association, as defined in Section III.3.

(o) **Multifamily Dwelling** shall mean and refer to a building or group of buildings, each of which consists of two or more Apartment Units, constructed on the same Lot or contiguous Lots, and containing an aggregate of at least twenty-five Apartment Units.

(p) **Notice** shall mean and refer to: a) notice published at least once a week for two consecutive weeks in a newspaper having general circulation in Reston, or b) written notice delivered or mailed to the last known address of the intended recipient. In the absence of a known name or address, the notice may be addressed to "Owner" or "Occupant" at the Lot or Apartment Unit, and the fact that the Owner may not reside therein shall not invalidate such notice.

(q) **Occupant(s)** shall mean and refer to persons who reside in a residential unit within the Property and may include the Owner or lessee and members of their households.

(r) **Owner(s)** shall mean and refer to the record holder(s) of the fee simple title to, or life estate in, any Lot or to holder(s) of a share in a cooperative housing organization which entitles such holder(s) to the exclusive use of a residential unit within such cooperative, whether one or more persons or entities, and shall include contract sellers, but exclude contract purchasers and those having such interest merely as security for the performance of an obligation.

(s) **Percentage Cap** shall mean and refer to a limitation on certain Assessments as defined in Section V.8.

(t) **Percentage Change** shall mean and refer to the percentage change in the Consumer Price Index between the reference date of October 1984 and the most recently published Index available thirty days prior to the beginning of a fiscal year.

(u) **Property** shall mean and refer to all real property, including residential, commercial and Common Area, which is subject to this Deed, together with such other real property as may from time to time be subjected to this Deed under the provisions of Article II.

(v) **Resale Certificate** shall mean and refer to a certificate for a Lot, signed by a duly authorized officer of the Association or Cluster (or his designee), which sets forth any Assessments which are due and, in the case of the Association, certifies as to whether or not there are violations of Article VI of this Deed existing as to such Lot, all as of the date specified in the certificate.

(w) **Reston Documents** shall mean and refer to this Deed and to the articles of incorporation and bylaws of the Association, each as may be duly amended from time to time.

(x) **Reston Master Plan** shall mean and refer to the Reston Master Plan approved by Fairfax County, as may be amended by the County from time to time.

Section I.2. Interpretation.

(a) Whenever a "majority vote" or "two-thirds vote" is specified, it shall mean a majority or two-thirds vote, by voting power, of those persons actually voting on a matter, and that, unless otherwise provided by the Reston Documents or law, at least ten percent of the eligible votes are cast on such matter.

(b) Unless the context requires otherwise, the singular shall include the plural.

Spot on original