

THIS DEED OF DEDICATION AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, Made and entered into this 9th day of March, 1978, by and between THE YEONAS COMPANY, a Virginia corporation, party of the first part; and DUNN LORING VILLAGE HOMEOWNER'S ASSOCIATION, a Virginia non-stock, non-profit corporation, party of the second part; and THE FALLS CHURCH WATER AUTHORITY, a body corporate and politic, party of the third part.

\*\*\*\*\* W I T N E S S E T H \*\*\*\*\*

WHEREAS, the party of the first part is the owner of the hereinafter described property, having acquired the same, together with other property, by Deed recorded in Deed Book 4749 at page 501, among the land records of Fairfax County, Virginia.

WHEREAS, the party of the first part desires to subdivide the hereinafter described property into lots, streets and open space as set forth on the plat attached hereto and made a part hereof, and to create and establish the easements as shown on said plat.

WHEREAS, the party of the second part joins in this instrument for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the said parties hereto being the sole owner and proprietors and all parties having any interest in the hereinafter described property, do hereby subdivide all that certain parcel of land, lying and being in Providence District, Fairfax County, Virginia, more particularly described as follows:

Beginning at a point on the Northeasterly right of way line of Hilltop Road (Route #744) said point being S 66°40'37" E 419.66 feet from the Southeasterly corner of Wilverding; thence departing said Hilltop Road and running through the property of The Yeonas Company the following courses: N 23°00'14" E, 378.00 feet; S 69°41'03" E, 73.91 feet; N 22°08'09" E, 100.00 feet; N 05°02'06" W, 41.19 feet; S 84°57'54" W, 84.49 feet and N 05°01'54" W, 424.00 feet to a point on the Southerly right of way line of Interstate Route #66; thence with the Southerly right of way line of Interstate Route #66 N 84°58'06" E, 5.00 feet and with a curve to the left whose radius is 5923.58 feet (and whose chord is N 80°51'28" E, 849.21 feet) an arc distance of 349.94 feet to a point marking the Northwesterly corner of Mildred L. Chiles Colony et al; thence departing Interstate Route #66 and running with the

DUNN LORING VILLAGE SEC. 1

Westerly lines of the said Chiles Colony the following courses: S 11°41'14" W, 75.45 feet; S 06°50'14" W, 175.76 feet and S 22°47'08" W, 1066.93 feet to a point on the Northeasterly right of way line of the aforementioned Hilltop Road; thence with the Northeasterly right of way line of Hilltop Road N 66°40'37" W, 579.34 feet to the point of beginning containing 16.02784 acres of land.

That the party of the first part does now subdivide all that certain parcel of land situate in Providence District, Fairfax County, Virginia, more particularly described by a survey made by Dewberry, Nealon & Davis, which is attached hereto and made a part hereof, into building lots, common area and streets, as shown on the said attached plat, which is duly approved by the appropriate officials of the County of Fairfax, Virginia, the said subdivision being designated as, "DUNN LORING VILLAGE, Section One, Providence District, Fairfax County, Virginia", and the party of the first part does hereby dedicate to public use the streets as shown on said plat and create and establish the easements as indicated on said plat.

This dedication is made with the free consent and desire of the owners of said property, and is in accordance with the Statutes of Virginia and the ordinances in force in the County of Fairfax, Virginia, governing the platting of land and is approved by the proper authorities as is evidenced by the endorsements on the attached plat by the proper officials of such approval.

The party of the first part does hereby grant to the County of Fairfax, Virginia, their agents, contractors and employees an easement on, over and across the common areas and driveways shown and designated on the attached plat for the purpose of performing any and all municipal functions, governmental or proprietary, which the County may find necessary or desirable to perform, including, but not limited to police and fire protection and trash removal, together with all other rights necessary for full enjoyment and use of the aforesaid easement. The terms and provisions of this easement shall extend to and be binding upon the successors and assigns of the party of the first part.

The party of the first part does grant and convey unto the Falls Church Water Authority, its successors and assigns, the easement(s) and right(s) of way shown on the attached plat as 'F.C.W.A. Easement' for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains, including fire hydrants, valves, meters, building service connections and other appurtenant facilities together with all rights and privileges reasonably necessary to the exercise of the easement and right of way, including but not limited to, the right to use abutting land adjoining the easement when necessary for actual construction and maintenance. All water mains and appurtenant facilities which are installed in said easement(s) and right(s) of way shall be or become (when accepted) and remain the property of the Authority, its successors and assigns.

The party of the second part hereby accepts the responsibilities and duties imposed upon it by the protective covenants and restrictions hereinafter set out.

The party of the second part further agrees and covenants to use the powers granted to it by this instrument and its corporate charter to preserve and promote good order, health, safety and the general welfare within the Properties.

#### ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Dunn Loring Village Homeowner's Association, its successors and assigns.

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, but 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, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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 the Association at the time of the conveyance of the first lot is described as follows:

Parcel A, DUNN LORING VILLAGE, Section One, as the same is shown on the plat attached to this Deed of Dedication and Declaration of Covenants, Conditions and Restrictions.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to The Yeonas Company, a Virginia corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

#### ARTICLE II - PROPERTY RIGHTS

Section 1. Owners' 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, in accordance with any then existing applicable laws or ordinances, 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 members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds of each class of members has been recorded.

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

#### 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 separate 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, 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. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A 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) on December 31, 1983.

**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 assessment 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 \$192.00 per lot, payable annually for Class A members; and Class B members agree to pay to the Association annual assessments or charges at a rate of 25% of the Class A members' assessment, for the cost of maintenance and improvements for the Common Area owned by the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following

the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 5% by a vote of two thirds (2/3) 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 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 two thirds (2/3) 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 purposes of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 15 days nor more than 30 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 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 on a monthly basis, bi-monthly, quarterly or yearly.

Section 7. Date of Commencement of Annual Assessment: 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 Common Area. 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 six percent per annum. 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.

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 of any proceedings 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 - PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law

regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

**ARTICLE VI - PROTECTIVE COVENANTS AND RESTRICTIONS**

In order to conserve the natural beauty of the subdivided property, to insure its best use and most appropriate development and to prevent the erection of poorly designed or constructed improvements, the entire area hereinabove described shall be subject to the following protective covenants and restrictions hereinafter referred to as The General Covenants:

1. No building, structure, alteration, addition or improvements of any character other than interior alterations not affecting the external appearance of a building or structure shall be constructed upon any portion of the Properties unless and until a plan of such construction shall have been approved by the Architectural Control Committee of said Association as to quality of workmanship and materials, harmony of external design with surrounding structures, location with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding property and all other factors which will in their opinion affect the desirability or suitability of the construction. No construction shall be commenced and no lot shall be graded except in accord with such approved plan or a modification thereof similarly approved.

2. The Architectural Control Committee is composed of the President, the Vice President and the Secretary of the Association. A majority of the Committee may designate a representative to act for it. On the expiration of the term of any member of the Architectural Control Committee the Board of Directors of the Association shall name a successor to serve for a term of three years. In the event of the death, resignation, refusal or inability to act of a member of the Committee, the Board of Directors of the Association shall name a successor to fill the unexpired term. The members of the Committee shall not be entitled to any compensation in connection with the performance of their functions as such, unless otherwise agreed between the Board of Directors of said Association and the members of said Committee.

3. No lot shall be used except for residential purposes or for professional offices, or for a builder's construction or sales office during the construction and sales period.

4. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level, lying without the approved building driveway and parking areas, shall be removed without the approval of the Architectural Control Committee.

5. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel of the Properties.

6. Easements for the installation and maintenance of underground utilities, supply and transmission lines, and drainage facilities are reserved to the Declarant through all areas shown on the plat attached, whether within the boundaries of residential lots or in common properties until such time as the common area is conveyed to the Association. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of an underground utility, supply or transmission line, or drainage facility shall be promptly repaired or replaced at the expense of the Association or authority which directed the entry. And, further, the Association shall have the right, in accordance with any then existing applicable laws or ordinances, to establish easements over the common area as needed for utility purposes, after such time as the common area has been conveyed to the Association. Easements for individual lots for utilities may be established only by the recorded plan of the subdivision, or as granted thereafter by the individual lot owners.

7. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless shown on the attached plat or unless approved by the Architectural Control Committee.

8. No exterior clothesline, or clothes hanging device, except that of an umbrella-type nature with a diameter not exceeding 7 feet shall be allowed upon any lot. Washing may be dried only between 9 A.M. and 5 P.M. on week days.

9. No sign of any kind larger than one foot square shall be displayed to the public view on any lot, except temporary signs of more than four square feet advertising the said lot for sale or rent and except for temporary signs erected by the Declarant in connection with the construction, lease, or sale of buildings and lots or other parcels of the Properties.

10. No livestock including horses, cattle and hogs, nor fowl such as chickens and pigeons shall be kept on the property. The breeding of animals for commercial use is prohibited, but nothing contained herein shall be construed to prohibit the keeping of the usual domestic pets. No more than two domestic pets shall be kept at any one time. Pets shall be restrained and controlled as required by ordinance now or hereafter promulgated by Fairfax County, Virginia.

11. The Association shall have the right (if after 20 days' notice to the owner of the lot or lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner) to trim or prune, at the expense of the Owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for any vacant or unimproved lot, and to remove grass, weeds, and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such lot in neat and good order, all at the cost and expense of the Owner.

12. No antenna for the transmission or reception of radio or television signals shall be erected or permitted on any building or lot or other parcel of the Properties. It shall be each home owner's responsibility to install indoor antennas, if they so desire.

13. 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. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop at any time. All trash and garbage shall be placed in covered trash cans in the pick up area designated by the Association, or the County of Fairfax on the day provided for collection. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any lot for this purpose.

14. No commercial truck, commercial bus, or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the Properties.

15. No portion of the Properties shall be used for the repair of automobiles, nor shall any vehicle other than a private automobile be parked in any of the parking spaces maintained by the Association. After ten (10) days written notice to the owner of any vehicle parked in violation of this covenant, the Association may remove such vehicle at the expense of the owner thereof.

16. No baby carriages, velocipedes, bicycles, or other articles of personal property shall be deposited, allowed or permitted to remain on any lot except in the rear area. The Association may impound all such articles and make a charge for their return.

17. No boats, trailers, tent, or any structure of a temporary character, or portable vehicle other than automobiles shall be allowed to remain parked for a period exceeding four (4) calendar days.

18. Open space not contained in lots and streets shall not be denuded, defaced or otherwise disturbed in any manner, at any time without the approval of the appropriate County Departments and in concurrence with the County Planning Engineer, or without approval of the Association.

The above restrictions shall not apply to Common Area, Parcel A, DUNN LORING VILLAGE, Section One, as shown on the plat attached hereto, or any lands or interests in lands being conveyed herewith to or for the benefit of the County or other public authority.

The Declarant hereby grants to members of the Association in good standing, who are owners of townhouses, and their agents and employees an easement upon and across any lot adjacent to a lot owned by said member for the purpose of temporary support of ladders during cleaning, painting, and maintenance operations on said member's lot, and all members are granted an easement over and across all walkways and sidewalks not dedicated to public use.

**ARTICLE VII - GENERAL PROVISIONS**

Section 1. Enforcement. The Association, 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 the provisions of this Declaration by judgment or court order, shall in no wise affect any other provision 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 thirty (30) 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 thirty (30) 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. No amending instrument shall be effective unless at least one lot owner who is a Class A member joins in executing the amending instrument. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area under contract to be purchased by Declarant may be annexed by Declarant without the assent of Class A members within five (5) years of the date of this instrument provided that the Veterans Administration determines that the annexation is in accord with the general plan heretofore approved by them.

Section 5. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration: annexation of additional property, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, The Yeonas Company, a Virginia corporation, has caused this instrument to be executed by D. H. Cooney its Treasurer and attested by Douglas W. Mascher its Asst. Secy, on the 21<sup>st</sup> day of August 1978.

THE YEONAS COMPANY

By D. H. Cooney Vice President

Douglas W. Mascher  
Asst Secretary

DUNN LORING VILLAGE HOMEOWNER'S ASSOCIATION

By C. K. Brakette Vice President

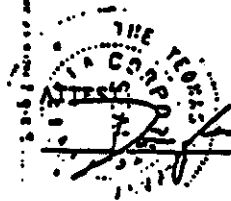
W. S. [Signature]  
Secretary

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 1978, by D. H. Cooney Vice President of The Yeonas Company, a Virginia corporation, on behalf of said corporation.

My commission expires: My Commission Expires November 24, 1979

[Signature]  
Notary Public



GENERAL COVENANTS---Amendment History

6/9/82 No antenna for the transmission or reception of radio or television signals shall be erected or permitted on any building or lot or other parcel of the Properties. It shall be each homeowner's responsibility to install indoor antennas, if they so desire. A master antenna system may be installed by the Homeowners Association on the common grounds for the benefit of those homeowners desiring to make use of the system's services. (Article VI, Number 12)

# Fairfax Land Records Cover Sheet

**Instrument(s)**

DECLARATION MODIFICATION

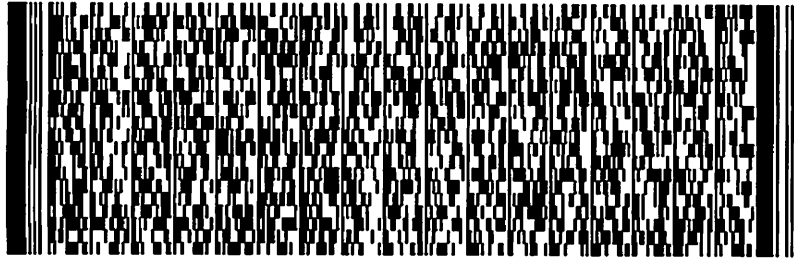
**Grantor(s)**

DUNN LORING VILLAGE HOA\_F\_N

**Grantee(s)**

DUNN LORING VILLAGE HOA\_F\_N

<b>Consideration</b>		<b>Consideration %</b>	100
<b>Tax Exemption</b>	None	<b>Amount Not Taxed</b>	
<b>DEM Number</b>		<b>Tax Map Number</b>	049-1- -18- -0000- _Y
<b>Original Book</b>		<b>Original Page</b>	
<b>Title Company</b>			<b>Title Case</b>
<b>Property Descr.</b>	DUNN LORING VILLAGE		
<b>Certified</b>	NO	<b>Copies</b>	0
		<b>Page Range</b>	



**FIRST AMENDMENT TO THE DEED OF DEDICATION AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
DUNN LORING VILLAGE**

THIS FIRST AMENDMENT TO THE DEED OF DEDICATION AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF DUNN LORING VILLAGE Subdivision (the "Declaration") is made this 04 day of August, 2010, by DUNN LORING VILLAGE HOMEOWNER'S ASSOCIATION, a Virginia nonstock corporation, hereinafter referred to as the "Association."

WHEREAS, the Association is the property owners' association established to own, improve, maintain and preserve the Common Area within the DUNN LORING VILLAGE subdivision, County of Fairfax, Virginia, and the Association is the entity responsible for the architectural control of the residential townhouse lots and improvements constructed thereon, and for the administration of other areas of responsibility within its jurisdiction, pursuant to the Virginia Property Owners' Association Act, (the "POA Act") Section 55-508, et seq, of the Code of Virginia, and as set forth in the Declaration; and

WHEREAS, the Association desires to modify and amend certain provisions of the Declaration, recorded in Deed Book 5026, at Page 93, among the land records of Fairfax County, Virginia, and subsequently made applicable to all Sections of the subdivision; and

WHEREAS, as evidenced by their signatures on the Ratification attached hereto, and made a part hereof, as Exhibit "A", the requisite number of Lot Owners have approved this First Amendment to the Declaration,

NOW THEREFORE, the Association hereby covenants and declares on behalf of itself and the requisite seventy-five percent (75%) of Lot Owners, that the Declaration is hereby amended as follows:

Article II

Article II , Section 1, of the Declaration is hereby amended by adding to the existing language of Article II, Section 1, the following new Sections (d) and (e):

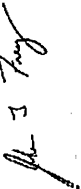
(d) the right of the Board of Directors of the Association to assign to each Lot the exclusive use of two (2) parking spaces which shall be as near and convenient to the Lot as reasonably possible, in the sole discretion of the Board of Directors, together with the right of ingress and egress in and upon the parking areas. This provision is intended to expressly and specifically confer a license for the exclusive use of two (2) parking spaces on the individual Lot Owners, granting them special privileges permitting them to exclude others from using their respective assigned portions of the Common Area.

Return to: Laurie L. Dolson, P.C.  
Box 191, Judicial Center

Prepared by: Laurie L. Dolson, P.C.  
Tax Map No. 049-1-18

Grantee: DUNN LORING VILL  
Instrument: 2010040074.001  
# of Pages: 111

Grantor: DUNN LORING VILL  
Date Time: 10/29/2010 16:21:15  
Book/Page: 21337/0643  
Recorded in FAIRFAX CIRCUIT COURT



TESTE: JOHN T. FREY

This provision shall be deemed not to divest the Lot Owners from any other property rights granted in this Declaration.

(e) the right of the Board of Directors of the Association to adopt rules and regulations regarding the enforcement of the parking assignments provided for in Article II, Section 1(d) above, and regarding the enforcement of any other rules and regulations governing the use of motor vehicles on the Association's Common Area. Such rules and regulations may include provisions for enforcement by all appropriate means, including removal of noncompliant vehicles by towing, at the vehicle owner's sole risk and expense.

All other provisions of the aforesaid Declaration, recorded in Deed Book 5026 at Page 93, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Deed of Dedication and Declaration of Covenants, Conditions and Restrictions to be executed pursuant to due and proper authority as of the date first set forth above.

DUNN LORING VILLAGE HOMEOWNER'S ASSOCIATION

By: Holly Rowe  
President

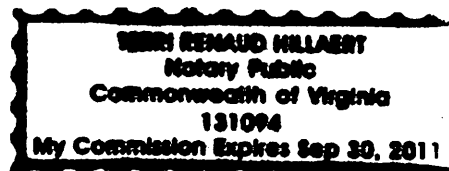
COMMONWEALTH OF VIRGINIA:  
COUNTY OF FAIRFAX, to wit:

SUBSCRIBED, SWORN AND ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid by Holly Rowe, President of Dunn Loring Village Homeowner's Association, this 4 day of August, 2010.

Terri Renaud Hillaert  
Notary Public

My Commission Expires: 9/30/11

Notary Commission I.D.: 131094



**CERTIFICATION**

I, Holly H. Rowe, President and principal officer of Dunn Loring Village Homeowner's Association, hereby certify that a Ratification of this First Amendment to the Deed of Dedication and Declaration of Covenants, Conditions, and Restrictions has been signed by seventy-five percent (75%) of the total number of Lot Owners/Members in the Dunn Loring Village Homeowner's Association, and such Ratification has been attached to this instrument as "Exhibit "A", and there has been compliance with all requirements of Article VII, Section 3, of the Declaration, and any and all other applicable provisions of the Association's governing documents, and Section 55-515.1 of the Virginia Property Owners' Association Act.

DUNN LORING VILLAGE HOMEOWNER'S ASSOCIATION

By: *Holly Rowe*  
President

COMMONWEALTH OF VIRGINIA:  
COUNTY OF FAIRFAX, to wit:

SUBSCRIBED, SWORN AND ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid by Holly Rowe, President of Dunn Loring Village Homeowner's Association, this 4 day of August, 2010.

*Terri Renaud Hillaert*  
Notary Public

My Commission Expires: 9/30/11

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