RESTON FIRST HOME OWNERS ASSOCIATION

DEED OF DEDICATION
(As amended on March 31, 1966)

Recorded as Instrument No. 9328 in the Clerk's Office
of Fairfax County, Virginia,
on March 31, 1966,
Deed Book 2750, page 130.
THIS DEED OF DEDICATION, made and entered into this the 19th day of March, 1964, by PALINDROME CORPORATION, a New York corporation, party of the first part, D. G. LINN, Trustee, party of the second part; and RESTON FIRST HOME OWNERS ASSOCIATION, a Virginia non-stock corporation, party of the third part;

WHEREAS, Palindrome Corporation is the owner of the hereinafter described parcel of land which is a portion of the property conveyed to it by A. Smith Bowman Distillery, Inc. by deed dated March 27, 1961, and recorded on March 29, 1961, in Deed Book 1988, page 154, of the land records of Fairfax County, Virginia; and

WHEREAS, the parcels of land conveyed in said deed are subject to four deeds of trust: the first dated August 31, 1960, and recorded among said land records in Deed Book 1925, page 539; the second dated July 21, 1960, and recorded among said land records in Deed Book 1987, page 72, and the third dated March 28, 1964, and recorded among said land records in Deed Book 1988, page 181, and the fourth dated March 18, 1964, and recorded March 18, 1964, as instrument No. 8222, in Deed Book 2429, page 44; and

WHEREAS, by Agreement of Consolidation dated March 18, 1964, and recorded March 18, 1964, as instrument No. 8223, in Deed Book 2429, page 51, the four said deeds of trust were consolidated and D. G. Linn was appointed Trustee of the Consolidated Deed of Trust; and

WHEREAS, Palindrome Corporation desires to subdivide the hereinafter described parcel of land, which is a portion of the several parcels conveyed to Palindrome as aforesaid, into lots and streets and other open areas as set forth in the plat hereto attached and expressly made a part hereof; and

WHEREAS, the holder of the notes secured by the Consolidated deeds of trust has no objection to the subdivision of the hereinafter described parcel of land and has directed the Trustee to join in this deed of dedication and to release the areas shown on the attached plats; and
WHEREAS, Reston First Home Owners Association joins in this deed of dedication for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, THIS DEED OF DEDICATION

WITNESSETH THAT:

Palindrome Corporation (which, together with any successor to all or substantially all of its business of developing the community of Reston, is hereinafter referred to as the “Developer of Reston”) and D. G. Linn, Trustee, as aforesaid, do now subdivide all that certain parcel of land situate in Centreville Magisterial District, Fairfax County, Virginia, more particularly described by a survey made by Springfield Surveys which is hereeto attached as Exhibit A and made a part hereof into lots and streets and open spaces as shown on the plats and subdivision of said land which are hereeto attached, made a part hereof and duly approved by the appropriate officials of Fairfax County, Virginia, the subdivision being now designated and dedicated as RESTON, Section One.

The party of the second part, Trustee, as aforesaid, with the consent and at the direction of the holder of the notes secured by the Consolidated Deed of Trust does hereby grant and release unto the party of the first part all of the area shown on the attached plat including the areas dedicated for public use, the lots, the lake and the areas designated as open space.

Reston First Home Owners Association (hereinafter referred to as the “Association”) hereby accepts the responsibilities and duties imposed upon it by the protective covenants and restrictions hereinafter set out.

I. GENERAL 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 shown on the attached plat or any subsequent plat filed pursuant to Article IV hereof (“Subsequent Plat”) shall be subject to the following protective covenants and restrictions, hereinafter referred to as the General Covenants:

1. No building, structure, alteration, addition or improvement 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 property shown on the attached plat or any Subsequent Plat (hereinafter referred to as the “Property”) unless and until a plan of such construction shall have been approved by the Architectural Board of Review (hereinafter referred to as the “Board”) 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 Board shall consist of six architects registered to practice as such in any state and two lay members and shall consist initially of William J. Conklin, Robert Geddes, Charles M. Goodman, George Qualls, James Russant, and Mrs. Chloethiel W. Smith as the architect members, and Spencer W. Potter and Glenn W. Saunders as the lay members, who shall serve until January 1, 1965, or until their successors are appointed. Thereafter successor members of the Board shall be appointed for terms of one year, or until their successors are appointed, one architect and one lay member to be appointed by the Association and the remaining members by the Developer of Reston. Vacancies occurring at any time after the date hereof shall be filled by the Developer of Reston. In the event the Developer of Reston fails for a period
of three months to appoint a new member, or to fill a vacancy, after ten days notice in writing to the Developer of Reston, the Association shall appoint such a new member or fill such vacancy. During such ten day period the Developer of Reston may make such appointment or fill such vacancy. The members of the Board shall not be entitled to any compensation in connection with the performance of their functions as such, unless otherwise agreed at the time of their appointment.

3. No building or structure shown on the attached plat or any Subsequent Plat or subsequently approved by the Board shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Board.

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 Board.

5. No noxious or offensive activity shall be carried on upon any portion of the Property, 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 Property.

6. No material or refuse shall be placed or stored exposed to view within twenty feet of the property line of any lot or other parcel of the Property or the edge of any water course or body of water, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

7. Where protective screening areas, screen planting, fences or walls are shown on the attached plat or any Subsequent Plat, the same shall be maintained by the Association for the protection of adjacent Property. No building or structure, except such planting, fence or wall shall be placed or permitted to remain in such area. No vehicular access shall be permitted over such area except for the purpose of installation and maintenance of screening, utilities and drainage facilities, if any.

8. Within any slope control area shown on the attached plat or any Subsequent Plat, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot or other parcel of the Property and all improvements in them shall be maintained continuously by the owner of the lot or parcel, except for those improvements for which a public authority or utility company is responsible.

9. Easements for the installation and maintenance of underground utilities, supply and transmission lines, and drainage facilities are reserved to the Developer of Reston through all areas shown on the attached plat or any Subsequent Plat, whether within the boundaries of residential lots or in common areas, excepting only approved building and residential driveway areas. 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 corporation or authority which directed the entry.

10. No fence or wall of any kind shall be erected, begun, or permitted to remain upon any portion of the Property unless shown on the attached plat or any Subsequent Plat or unless approved by the Board.

11. The Association shall have the right (upon 20 days notice to the owner of the Property involved, setting forth the action intended to be taken, and if at the end of such time 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 Board, 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 vacant or unimproved Property, and to remove grass, weeds and rubbish therefrom and to do any and
all things necessary or desirable in the opinion of the Board to keep such Property in neat and good order, all at the cost and expense of the owner, such cost and expense to be paid to the Association upon demand and if not paid within ten days thereof then to become a lien upon the Property affected, equal in priority to the lien provided for in Article IV, Paragraph 2 hereof.

12. On lots or other parcels of the Property adjacent to a lake and designated "waterfront" on the attached plat or any Subsequent Plat:

(a) No vehicle shall be stored within twenty feet of the water boundary thereof, nor shall any boat canal be dug or excavated therein, without the approval of the Board.

(b) No bulkheading, barge, docks, piling, float or other marine structure shall be erected adjacent thereto or thereupon, except as shown on the attached plat or any Subsequent Plat, without the approval of the Board.

(c) No power boat (whether powered by an inboard or outboard motor), except a boat powered by an electric motor, and no boat of a length greater than 18 feet, shall be launched into, or used therefrom in, the waters having a common boundary therewith, and no boat shall be moored so as to obstruct navigation in such waters.

(d) No refuse of any kind shall be disposed of therefrom or placed therefrom in the adjacent waters.

13. No lot or other parcel of land shown on the attached plat or any Subsequent Plat as open space (and which is an area in which no residential dwelling units are permitted) may be subdivided, built upon, altered or modified except as provided on such plat, or except in accordance with an amended final plan thereof approved as now or hereafter provided in Section 30-68.2 (b) (3) of the Zoning Ordinance or any amendment thereto. In no event, however, shall any additional residential dwelling units be permitted on land shown on such plat as open space, except such land shown as "temporary" open space.

II. RESIDENTIAL PROPERTY PROTECTIVE COVENANTS AND RESTRICTIONS

The area shown on the attached plat or any Subsequent Plat as Residential Property, including detached single-family dwellings, dwellings connected by party walls, apartment houses and residential portions of other structures shall be subject in addition to the General Covenants, to the following protective covenants and restrictions, hereinafter referred to as the Residential Covenants:

1. No portion of the Residential Property shall be used except for residential purposes and for purposes incidental or accessory thereto and except for model homes used by the Developer of Reston.

2. No clothing, laundry or wash shall be aired or dried on any portion of the Residential Property in an area exposed to view from any other lot in a Residential Property area. Drying areas will be permitted only in locations approved by the Board and only when protected from view by screening or fencing approved by the Board.

3. No sign of any kind larger than one foot square shall be displayed to the public view on any lot, except temporary signs not more than five feet square advertising the property for sale or rent and except for temporary signs erected by the Developer of Reston in connection with the construction, lease, or sale of buildings and lots or other parcels of the Property.

4. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except where indicated on the attached plat or Subsequent Plat and except that dogs, cats and other household pets may be kept provided they are not raised, bred or kept for any commercial purpose.

5. If a connection to a master antenna is available at the lot line, no television or radio antenna shall be located on such lot exposed to view from any other lot in a Residential Property area, unless approved by the Board.

6. In any residential cluster in which central air-conditioning service is available to the lot line, no individual air-conditioning units shall be permitted.
7. (a) Membership in Association. The following shall be members of the Association:

(i) The Developer of Reston.

(ii) The record owner of any lot or other parcel of the Property shown on the attached plat or any Subsequent Plat (except a person holding title as security for the payment of money or the performance of an obligation).

(iii) All persons residing on any portion of the Property who are stockholders, members, or beneficiaries of or otherwise beneficially interested in, a corporation, association, trust, condominium, or other entity owning a portion of the Property and organized and operated for the purpose of leasing or otherwise making residences on the Property (or facilities in connection therewith) available to its stockholders, members, beneficiaries or persons otherwise beneficially interested therein.

No person shall be a member of the Association after he ceases to be the owner of record of a portion of the Property, or such resident on any portion of the Property.

The directors of the Association may, after affording the member an opportunity to be heard, suspend any person from membership in the Association during any period of time when there exists a violation of any of the provisions hereof (including, but not limited to, the failure to make any payment to the Association when due and payable under the terms hereof) with respect to the portion of the Property he owns or on which he resides.

The Developer of Reston may assign its membership in the Association to any person, corporation, association, trust, or other entity, and such assignee, and any future assignee of such membership, may make successive like assignments. Membership in the Association shall not otherwise be transferable or assignable.

The qualifications set forth herein for membership in the Association shall be the only qualifications for such membership.

(b) Voting Rights. The members of the Association shall have the right to vote for the election and removal of directors and upon such other matters with respect to which a vote of members is required hereunder or under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia. Each member of the Association shall have one vote, except that:

(i) Any person owning a multi-family dwelling shall have the number of votes equal to the number of apartments contained in such multi-family dwelling.

(ii) When any portion of the Property is owned of record in joint tenancy or tenancy-in-common or in any other manner of joint or common ownership, or when two or more members of the Association reside in the same dwelling unit, such owners or residents, as the case may be, shall collectively be entitled to only that number of votes to which one person would be entitled were he the owner of, or resident on, such portion of the Property. Such vote shall be exercised only by the unanimous action or consent of the owners of record of, or the residents on, such portion of the Property who are entitled to vote with respect thereto.

Only a member of the Association (other than the Developer of Reston and any assignee or subsequent assignee of its membership or a person taking title upon foreclosure of a security interest or upon acceptance of a deed in lieu thereof or a person insuring a security interest) residing on the portion of the Property with respect to which he is entitled to vote, shall have the right to vote.

Until January 1, 1985 the Developer of Reston (and any assignee or subsequent assignee of its membership) shall have a total number of votes equal to the larger of

(iii) one-half of the total number of votes of all other members of the Association, so that the Developer of Reston or such assignee would, in that case, have the number of votes equal to one-third of the total number of votes of all members of the Association, including the Developer of Reston or such assignee, and

(iv) the number of votes to which it would be entitled under clause (i) of this section (b) plus the number of votes equal to the number of lots or other parcels of the Property (devoted or to be devoted to residential purposes) owned by it and shown upon the attached plat or any Subsequent Plat.

After January 1, 1985 the Developer of Reston (and any assignee or subsequent assignee of its membership) shall have
(v) the larger of the number of votes determined under clauses (iii) and (iv) above, unless

(vi) the number of votes determined under (iv) above is less than 20% of the total number of votes of all members of the Association, including the Developer of Reston or such assignee, in which case, the number of votes to which it would be entitled under clause (iv) above.

8. The Association shall operate and maintain, in neat and good order, and for the use and benefit of the inhabitants of the Property, all parks, parking areas, open spaces, streets, paths, and other facilities from time to time designated, or conveyed in fee simple, by the Developer of Reston to be so operated and maintained. After April 1, 1966 all parks, parking areas, open spaces, streets, paths, and other facilities shown on a Subsequent Plat, which are to be deeded in fee simple to the Association or designated for maintenance by the Association, will be so deeded or designated upon filing of the Subsequent Plat. No area included in the Subsequent Plat will be designated for maintenance by the Association without the consent of the Association; provided, moreover, that the Developer of Reston may not designate any property upon which any building or other structure has been erected, without the consent of the Association. The Developer of Reston shall not be required to so designate, or to continue the designation of, any such facility.

Each lot or other parcel of the Property shown as part of the Residential Property on the attached plat or any Subsequent Plat, except (a) land in public ownership, (b) land owned or leased by the Association or by a Cluster Association or similar entity referred to in paragraph (7)(a)(iii), and (c) land designated by the Developer of Reston for operation and maintenance by the Association, shall be subject to an annual charge not to exceed $40.00 per lot or other parcel of the Property or per apartment dwelling unit contained in any building on the lot or other parcel of the Property, whichever is greater, for the years 1964, 1965, and 1966, and for each year thereafter to an annual charge in an amount fixed by the Board of Directors of the Association, in proportion to the assessed value of the lot or other parcel of the Property as fixed by the Department of Assessments of the County of Fairfax, or its governmental successor, or by any other measure deemed by the Board of Directors of the Association to be fair and equitable. The Board of Directors of the Association may establish different rates from year to year and may for any year establish different rates for various general classifications of property, at it may determine to be fair and equitable; provided, however, that the charge collected by the Association for any year after 1966 with respect to any lot or other parcel of the Property may not exceed in any year 1% of the assessed valuation thereof (including any improvement thereon) determined as aforesaid.

Subject to the maximum limitations set forth above, the charges collected by the Association shall in each year be sufficient to maintain and operate, in neat and good order, and to pay all taxes, assessments, and expenses payable with respect to the maintenance and operation of, such facilities as may be owned or leased by the Association or designated by the Developer of Reston to be operated and maintained by the Association as aforesaid. Any portion of the charges remaining after the disbursements required hereby shall be used for the benefit of the Property and the owners and inhabitants thereof, and for the promotion of the peace, health, comfort, safety, or general welfare of the owners and inhabitants thereof.

The annual charges shall become due and payable at such time or times as the Association may determine and shall, when due, become a lien on the lot or other parcel of the Property against which the charge is made, subject and subordinate only to the lien of any First Deed of Trust now or hereafter placed thereon. The foreclosure of the lien hereof shall not operate to affect or impair the lien of any First Deed of Trust now or hereafter placed upon such lot or other parcel of the Property and the foreclosure of the lien of such a First Deed of Trust or the acceptance of a deed in lieu thereof shall not operate to affect or impair the lien hereof, except that the lien hereof for such charges as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu thereof shall be subordinate to the lien of any such First Deed of Trust, and such foreclosure purchaser or taker of a deed in lieu thereof shall take title to such lot or other parcel of the Property free of the lien hereof for all such charges that have accrued to the date of foreclosure or acceptance of the deed in lieu thereof, but subject to the lien hereof for all such charges that shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof.

9. The record owner of each lot or other parcel of the Property shown within a residential cluster on the attached plat or any Subsequent Plat shall be, by virtue of such ownership, a member of a Cluster Association created for the cluster and entitled to vote as from time to time provided in the By-Laws of the Cluster Association. Each Cluster Association shall take title to and shall hold, maintain, improve, and beautify, without profit to itself, for the use in common of all the members thereof, their families, guests and invitees, such parking areas, streets, open spaces, paths, and other facilities as from time to
time may be conveyed to it. Each such lot or other parcel of the Property shall be subject to an annual charge not to exceed $100 per lot or other parcel of the Property or per apartment dwelling unit contained in any building thereon, whichever is greater, for the years 1964, 1965 and 1966 and for each year thereafter to an annual charge in amount fixed by the Board of Directors of the Cluster Association in proportion to the assessed value of the lot as fixed by the Department of Assessments of the County of Fairfax, or its governmental successor, or by any other measure deemed by the Board of Directors of the Cluster Association to be fair and equitable.

Subject to the maximum limitations set forth above, the charges collected by the Cluster Association shall in each year be sufficient to maintain and operate, in neat and good order, and to pay all taxes, assessments and expenses payable with respect to the maintenance and operation of the facilities owned by it. Any portion of the charges remaining after the disbursements required hereby shall be used for the benefit of the property within the residential cluster, and the owners and inhabitants thereof, and for the promotion of the peace, health, comfort, safety, or general welfare of the owners and inhabitants thereof. Such annual charges, which are separate from and in addition to the charges provided for in Paragraph 8 hereof, shall become due and payable at such time or times as the Cluster Association may determine and shall, when due, become a lien on the lot or other parcel of the Property against which the charge is made subject and subordinate only to the lien of any First Deed of Trust now or hereafter placed upon such lot or other parcel of the Property and to the lien of any charges or amounts otherwise due hereunder to the Home Owners Association with respect thereto. The foreclosure of the lien hereof shall not operate to affect or impair the lien of any First Deed of Trust now or hereafter placed upon such lot or other parcel of the Property and the foreclosure of the lien of such a First Deed of Trust or the acceptance of a deed in lieu thereof shall not operate to affect or impair the lien hereof, except that the lien hereof for such charges as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu thereof shall be subordinate to the lien of any such First Deed of Trust, and such foreclosure purchaser or taker of a deed in lieu thereof shall take title to such lot or other parcel of the Property free of the lien hereof for all such charges that have accrued to the date of foreclosure or acceptance of the deed in lieu thereof, but subject to the lien hereof for all such charges that shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof.

10. The Developer of Reston covenants that, in the event it conveys any residential building lot shown on the attached plat or any Subsequent Plat as located within a Residential Cluster, it shall first (1) cause a Cluster Association to be incorporated; (2) convey the Cluster Common Area to such Cluster Association free and clear of liens and encumbrances (other than easements for pedestrian ways and the provisions of this Deed of Dedication); (3) release all the residential building lots located within such Residential Cluster from the lien of any deed of trust recorded prior to the recording of this Deed of Dedication; and (4) construct the road shown on the plat of the Cluster Common Area as providing access for such lot and construct a parking area for such lot.

11. Perpetual exclusive licenses (including the privilege of ingress and egress) are reserved to the Developer of Reston to use and occupy the parking spaces, garages, and storage areas, located within Residential Clusters and indicated as being so reserved on the attached plat or any Subsequent Plat, for assignment to purchasers of other portions of the Property within the Residential Cluster, to which the licenses shall be appurtenant. Such purchasers may use and occupy the same so long as they remain owners of a portion of the Property within the Residential Cluster and may lease the same to the owners of other portions of such Property. The term of such a lease may not exceed one year. The licenses shall be assigned and pass with the title to the portion of the Property to which they are appurtenant (and shall be deemed to have been so assigned upon any transfer of title despite the failure of any instrument of conveyance to so state) and may only be so assigned.

12. Each wall that is built as a part of the original construction of any home located on the Property and placed on the dividing line between two or more lots shall constitute a party wall. 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. 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 in proportion to such use, which right of contribution, however, shall be without prejudice to the right of any owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this paragraph, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. In the event of any dispute arising concerning a party wall each owner shall choose one arbitrator, who shall choose an additional arbitrator, and their decision with respect to the dispute shall be by a majority and shall be binding upon the owners and enforceable in any court having jurisdiction over them.

To the extent not inconsistent with the provisions of this paragraph, the law of Virginia regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**III. COMMERCIAL PROPERTY PROTECTIVE COVENANTS AND RESTRICTIONS**

The area shown on the attached plat or any Subsequent Plat as Commercial Property, including commercial portions of other structures, shall be subject in addition to the General Covenants, to the following protective covenants and restrictions, hereinafter referred to as the “Commercial Covenants”:

1. No portion of the Commercial Property shall be used except for one or more of the following purposes:
   
   (a) business and professional offices;
   
   (b) facilities for the retail sales of goods and services, banks and other financial institutions;
   
   (c) places of worship;
   
   (d) community, civic, social, and cultural clubs and centers, libraries; nursery and other schools, including schools of special instruction; medical centers, hospitals, and clinics, nursing, care, rest, and convalescent homes, and charitable institutions not of a correctional nature; mortuaries;

   (e) restaurants, hotels and motels, theatres, and recreational facilities and sports arenas, including skating rinks and bowling alleys; marinas;

   (f) public transportation terminals, stations, and rights of way; automobile parking facilities, gasoline stations, and automobile laundries;

   (g) facilities maintained by any governmental authority for administrative, cultural, educational, health, or welfare purposes;

   (h) residential purposes; and

   (i) such uses incidental or accessory to any of the foregoing as may be approved by the Architectural Board of Review.

2. No animals, livestock, or poultry, of any kind shall be raised, bred, or kept, on any portion of the Commercial Property, except where indicated on the attached plat or Subsequent Plat and except that dogs, cats, and other household pets, may be kept for retail sale.

3. Any portion of the Commercial Property devoted to residential purposes shall also be subject, while so devoted, to the Residential Covenants and any reference in the Residential Covenants to “Residential Property” shall also be deemed to refer to any such portion of the Commercial Property.

**IV. DURATION, AMENDMENT AND ENFORCEMENT OF PROTECTIVE COVENANTS AND MISCELLANEOUS**

1. The protective covenants and restrictions, contained in this deed of dedication including those contained in Articles I, II, III, and IV, shall be construed as covenants real running with the land and shall inure to the benefit of and be enforceable by the Developer of Reston, the Association, which shall be deemed the agent for all of its members for such purpose, by the Cluster Associations, which shall be deemed the agents of all of their members for such purpose, and by the owner at any time of any portion of the Property shown on the attached plat or any Subsequent Plat, by actions at law or by suits in equity. The failure of any person or organization to enforce any covenant herein contained shall in no event be deemed a waiver by that or any other person or
organization of its rights to thereafter enforce the same, nor shall any liability attach to the Developer of Reston or any other person or organization for failure to enforce such covenants.

2. Upon the violation of any protective covenant or restriction herein contained, the Association and/or the Developer of Reston, in addition to all other remedies, may seek an order from a court of competent jurisdiction permitting it to enter upon the portion of the Property upon or as to which such violation exists, and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner thereof, and neither the person entering nor the organization directing the entry shall be deemed liable for any manner of trespass for such action. The owner shall pay on demand the cost and expense of such abatement or removal, which shall include reasonable attorney's fees and other costs in connection with seeking the court order. The cost of such abatement or removal shall when due, become a lien upon the portion of the Property affected, subject and subordinate only to the lien of any First Deed of Trust now or hereafter placed upon such lot, enforceable at law or in equity by the Association or the Developer of Reston, whichever abated or removed the violation. The foreclosure of the lien hereof shall not operate to affect or impair the lien of any First Deed of Trust now or hereafter placed upon such lot and the foreclosure of the lien of such a First Deed of Trust or the acceptance of a deed in lieu thereof shall not operate to affect or impair the lien hereof, except that the lien hereof for such costs as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu thereof shall be subordinate to the lien of any such First Deed of Trust, and such foreclosure purchaser or taker of a deed in lieu thereof shall take title to such lot free of the lien hereof for all such costs that have accrued to the date of foreclosure or acceptance of the deed in lieu thereof, but subject to the lien hereof for all such costs that shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof.

3. Each purchaser of any portion of the Property, by becoming such, agrees that he shall be personally responsible for the payment of all charges that may become liens against his property pursuant to this Deed of Dedication and which become due while he is the owner thereof.

4. The protective covenants and restrictions contained in this deed of dedication, including those contained in Articles I, II, III, and IV, shall unless amended as hereinafter provided continue with full force and effect against both the Property and the owners thereof until January 1, 2005, and shall, as then in force, be continued automatically, and without further notice from that time for a period of twenty years, and thereafter for successive periods of twenty years each, without limitation, unless, prior to January 1, 2000, or not less than five years prior to the expiration of any successive twenty-year period, an amendment or vacation of these restrictions and covenants executed and acknowledged by the holders of more than 50 per cent of the votes of the Association, shall be recorded in the Clerk's Office of Fairfax County, or other proper public recording office.

5. Except for (a) the provisions of Article II, Paragraph 7, the limitations on the amounts of annual charges contained in Article II, Paragraphs 8 and 9, and (b) the provisions of this Article IV, Paragraphs 1-5, none of which may be changed if more than 10% of the votes of members of the Association entitled to vote thereon are cast against the change, any of the covenants herein contained may be amended and new covenants affecting the Property may be created by recording in the Clerk's Office of the County of Fairfax, or other proper recording office, an amendment to this deed of dedication, executed and acknowledged by the proper officers of the Association, setting forth substantially the following provisions:

   (c) the covenant, if any, intended to be amended;

   (d) the amended form thereof, if any, or the form of the proposed new covenant, if any;

   (e) a description or designation of the part of the Property upon which such amendment or new covenant is intended to be operative, which description or designation may refer to, or appear on, a plat to be filed with the certificate;

   (f) a statement that a resolution adopting such amendment or such new covenant was duly adopted at a duly held regular or special meeting of the directors of the Association, after a meeting of the members of the Association,
at which meeting the resolution was voted on by the members of the Association; and

(g) except with respect to a change referred to in (a) or (b) above, that not more than 20% of the votes of members of the Association entitled to vote thereon, were cast against the proposed change, or alternatively that not more than 50% of the votes of such members of the Association were cast against the proposed change and in the latter event that the proposed change has been approved by at least seven-ninths (7/9) of the entire Board of Directors of the Association; or

(h) with respect to a change referred to in (a) or (b) above, that not more than 10% of the votes of members of the Association entitled to vote thereon were cast against the change. In the event the proposed change involves an increase in annual charges the Developer of Reston shall not be entitled to vote on the change.

6. Whenever there is required under this deed of dedication the agreement, vote, consent, or other action of the owner or owners of any portion of the Property, the agreement or other action of any such owner shall bind all future owners of the same property. The owner or owners of record of any part of the Property shall, for all purposes of the deed of dedication, be deemed in all respects to be the owner or owners thereof, and his, their, or its signature or act for the purposes hereof shall be binding upon the portion of the Property affected and the owners thereof. Any notice or other communication provided for under this deed of dedication shall be deemed properly given when mailed and may be addressed to “Owner” of a lot. The name of such owner need not be stated and the fact the owner does not occupy the lot shall not invalidate the notice.

7. Additional land may be subjected to the covenants contained in this deed of dedication by reference hereto, and in such event the owners of Property subsequently subjected to these covenants may enforce the same against owners of land shown on the attached plat or any Subsequent Plat and vice versa, as though all of the land subject to the covenants were one subdivision recorded on one plat at the same time. It is provided, however, that the Developer of Reston shall be under no obligation to subject additional land to the covenants.

8. (a) Any approval requested of the Architectural Board of Review shall be requested in writing and shall be delivered to the Association. Requests for approval of plans or modifications thereof, pursuant to Article I, paragraph 1 hereof, shall be submitted by the Association for decision to two architect members and one lay member of the Board selected by the Association and copies of the requests shall be mailed to each other member of the Board and to the Developer of Reston. The decision of a majority of the three members of the Board to whom the request has been submitted for decision shall, except as provided below, be the decision of the Board. All other requests for approval shall be submitted by the Association for decision to any one member of the Board to be selected by the Association and copies of the request shall be mailed to each other member of the Board and to the Developer of Reston. The decision of such member of the Board shall, except as provided below, be the decision of the Board.

(b) No notice of a decision by such majority or such member (hereafter referred to as a “panel decision”) shall be given to the owner of the Property involved until notice thereof has been given by the Association to each member of the Board to whom the request was not submitted for decision and to the Developer of Reston. Within 5 days of the date on which such notice of a panel decision is given any member of the Board or the Developer of Reston may, by written notice to the Association, require the request for approval to be submitted to all members of the Board for decision and the decision of a majority of the entire membership of the Board shall be the decision of the Board. Notice of such decision shall be promptly given to the owner of the Property involved by the Association. In the event that a panel decision is not so required to be submitted for decision to all members of the Board, the Association, on the seventh day after it has given notice of the panel decision to the other members of the Board and to the Developer of Reston, shall give notice thereof to the owner of the Property involved.

(c) If the owner of the Property involved has not received notice of the Board’s decision within 20 days of the date on which he delivered the request for the approval pursuant to subparagraph (a) hereof he may notify the Association of that fact within 25 days of the date on which he so delivered the request and if such second notice is given the Board’s approval shall be deemed to have been granted unless notice to the contrary is given to the owner of the
Property involved within 30 days of the date on which the original request for an approval was so delivered.

(d) The owner of the Property involved may, within 30 days of the date on which he is given notice of a decision of the Board denying a requested approval, give notice to the Association that he wishes the request to be submitted for decision to all of the members of the Board. Thereupon, unless the request has already been submitted for decision to all of the members of the Board pursuant to the provisions of subparagraph (b) hereof (in which event the Association shall so notify the owner), the Association shall submit the request for approval for decision to all of the members of the Board and the decision of a majority of the entire membership of the Board shall be the decision of the Board and the Association shall promptly notify the owner of the Property thereof. If the owner of the Property involved has not received notice of the Board’s decision within 20 days of the date on which he gave a notice to the Association pursuant to this subparagraph (d) he may notify the Association of that fact within 25 days of the date on which he gave such notice to the Association and, if such second notice is given, the Board’s approval of the request shall be deemed to have been granted unless notice to the contrary is given to the owner of the Property involved within 30 days of the date on which the original notice to the Association pursuant to this subparagraph (d) was given.

(c) The decision of any member of the Board on any request for approval submitted to him for decision shall be evidenced by a writing signed by such member.

(f) All other action by the Board, pursuant to this Deed of Dedication, shall be by the action of a majority of the entire membership of the Board and shall be evidenced by a writing signed by them. The Board shall have the power to adopt rules and establish procedures, not inconsistent with the provisions of this Deed of Dedication, with respect to the performance of its functions and conduct of its business hereunder.

9. No change of conditions or circumstances shall operate to amend any of the provisions of this deed of dedication, which may be amended only in the manner provided herein.

10. The Board of Directors of the Association shall have the right to determine all questions arising in connection with the deed of dedication, and to construe and interpret the provisions of the deed of dedication, and its good faith determination, construction or interpretation shall be final and binding. Subject to the foregoing, the Architectural Board of Review shall have the right to determine all questions arising in connection with its functions under the deed of dedication and to construe and interpret the deed of dedication with respect thereto, and its good faith determination, construction, or interpretation shall be final and binding. In all cases, the provisions of the deed of dedication shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

11. The determination by any court that any provision of this deed of dedication is unenforceable, invalid or void shall not affect the enforceability or validity of any of the other provisions hereof.