

Fairfax County Circuit Court, CPAN Cover Sheet v2.0

Page 1 of 1

**Fairfax County Circuit Court
CPAN Cover Sheet v2.0****Instruments**

DECLARATION MODIFICATION

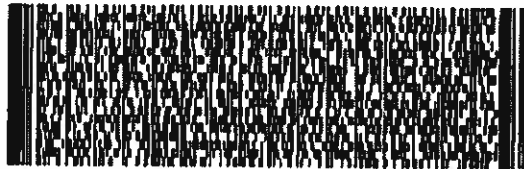
Grantor(s)

TIE TOWNES OF ORANGE HUNT HOMEOWNERS ASSOCIATION, INC., I, N

Grantee(s)

NONE_F_N

Consideration		Consideration %	100
Tax Exemption		Amount Not Taxed	
DEM Number		Tax Map Number	
Original Book	3660	Original Page	488
Title Company		Title Case	
Property Descr.			
Certified	No	Copies	0
		Page Range	

[Print Cover Sheet](#)<http://166.94.9.156/coverSheet/coverSheet.aspx>

5/13/2013

Prepared by and Return to:

Whiteford, Taylor & Preston, LLP
3190 Fairview Park Drive, Suite 300
Falls Church, Virginia 22041

**AMENDMENT TO THE DEED OF DEDICATION
TO RENAME AND ADOPT
THE SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, AND RESTRICTIONS
FOR
THE TOWNES OF ORANGE HUNT**

Tax Map Numbers of the Lots and Common Area

Tax Map Number	Tax Map Number	Tax Map Number	Tax Map Number	Tax Map Number
0882 10 0001	0882 10 0040	0882 10 0058	0882 10 0080	0882 10 0124
0882 10 0002	0882 10 0013	0882 10 0057	0882 10 0141	0882 10 0094A
0882 10 0003	0882 10 0039	0882 10 0056	0882 10 0081	0882 10 0123
0882 10 0004	0882 10 0014	0882 10 0055	0882 10 0140	0882 10 0093A
0882 10 0005	0882 10 0058	0882 10 0054	0882 10 0082	0882 10 0122
0882 10 0006	0882 10 0025	0882 10 0053	0882 10 0139	0882 10 0094A
0882 10 0007	0882 10 0037	0882 10 0052	0882 10 0083	0882 10 0121
0882 10 0008	0882 10 0026	0882 10 0051	0882 10 0138	0882 10 0097A
0882 10 0009	0882 10 0036	0882 10 0050	0882 10 0137	0882 10 0120
0882 10 0010	0882 10 0027	0882 10 0072	0882 10 0136	0882 10 0098A
0882 10 0011	0882 10 0035	0882 10 0155	0882 10 0135	0882 10 0119
0882 10 0012	0882 10 0028	0882 10 0073	0882 10 0134	0882 10 0099A
0882 10 0049	0882 10 0034	0882 10 0154	0882 10 0084	0882 10 0118
0882 10 0013	0882 10 0029	0882 10 0074	0882 10 0133	0882 10 0100A
0882 10 0048	0882 10 0033	0882 10 0153	0882 10 0085	0882 10 0117
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0882 10 0015	0882 10 0031	0882 10 0151	0882 10 0131	0882 10 0102
0882 10 0046	0882 10 0071	0882 10 0150	0882 10 0087	0882 10 0115
0882 10 0016	0882 10 0070	0882 10 0149	0882 10 0130	0882 10 0103
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0882 10 0019	0882 10 0064	0882 10 0077	0882 10 0127	0882 10 0106
0882 10 0042	0882 10 0063	0882 10 0144	0882 10 0091	0882 10 0111
0882 10 0041	0882 10 0062	0882 10 0078	0882 10 0126	0882 10 0107
0882 10 0020	0882 10 0061	0882 10 0143	0882 10 0092	0882 10 0110
0882 10 0021	0882 10 0060	0882 10 0079	0882 10 0125	0882 10 0108
0882 10 0022	0882 10 0059	0882 10 0142	0882 10 0093	0882 10 0109

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, AND RESTRICTIONS
FOR
THE TOWNES OF ORANGE HUNT**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Second Amended Declaration") is made as of this 10th day of May, 2013, by **THE TOWNES OF ORANGE HUNT HOMEOWNERS ASSOCIATION, INC.**, a Virginia nonstock corporation ("Association") and the Owners of Lots in The Townes of Orange Hunt whose ratifications are attached hereto as Exhibit 1.

RECITALS:

1. The Deed of Dedication for The Townes of Orange Hunt ("Deed of Dedication") was first recorded on July 27, 1972, in Deed Book 3660 at Page 488 among the land records of Fairfax County, Virginia on July 27, 1972, and was amended by a Deed recorded among the land records of Fairfax County, Virginia in Deed Book 3660 at Page 521 on July 27, 1972, Deed of Correction dated February 15, 1972, recorded among the land records of Fairfax County, Virginia, in Deed Book 3699 at Page 175 on September 22, 1972, and in the Deed of Resubdivision and Conveyance dated January 31, 1974, recorded among the land records of Fairfax County, Virginia in Deed Book 3991 at Page 158 on February 22, 1974. An Amendment to the Deed of Dedication was also recorded on October 31, 1992, in Deed Book 8335 at Page 0279, among the land records of Fairfax County, Virginia.
2. Section 55-515.1 D of the Virginia Property Owners' Association Act ("Act") permits the Association to amend the Deed of Dedication by an instrument signed by not less than a two-thirds (2/3rds) vote of the Owners of Lots within The Townes of Orange Hunt.
3. The required number of Owners of Lots within The Townes of Orange Hunt have approved this Amendment as evidenced by their signatures on the Ratification and Consent forms attached as Exhibit 1 to this Amended and Restated Deed of Dedication.
4. The Association has complied with the provisions of Article XII, Section 3 of the Deed of Dedication and wishes to restate and make certain amendments to the Deed of Dedication as set forth on Exhibit 2 to this Amended and Restated Deed of Dedication.
5. The Association desires to change the name of the Deed of Dedication to the "Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions".

NOW, THEREFORE, pursuant to Article XII, Section 3 of the Deed of Dedication, the Association hereby renames the Deed of Dedication to the "Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Townes of Orange Hunt" ("Second Amended Declaration") and the Owners hereby amend and restate the Declaration as provided in Exhibit 2 attached hereto.

IN WITNESS WHEREOF, the Association has caused this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions to be executed pursuant to due and proper authority as of the date first set forth above.

THE TOWNES OF ORANGE HUNT
HOMEOWNERS ASSOCIATION, INC., a
Virginia nonstock corporation

By: 
VICTOR LESCOVITZ, JR., President

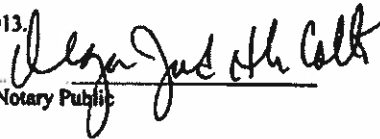
COMMONWEALTH OF VIRGINIA)

COUNTY OF FAIRFAX)

SS: _____

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that VICTOR LESCOVITZ, JR., President of THE TOWNES OF ORANGE HUNT HOMEOWNERS ASSOCIATION, INC., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the Association.

Given under my hand and seal on May 10, 2013.


Notary Public

My commission expires: 2/26/2014
Notary Registration No.: 7512654



CERTIFICATION

I, VICTOR LESCOVITZ, JR., the President of The Townes of Orange Hunt Homeowners Association, Inc., hereby certify that the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions dated May 10, 2013, has been approved by at least two-thirds of the Owners of Lots within The Townes of Orange Hunt, who have executed Ratification and Consent Forms attached to this Amendment as Exhibit 1, as required by Article XII, Section 3 of the Declaration.

THE TOWNES OF ORANGE HUNT,
a Virginia nonstock corporation

Date: 10 MAY 2013

By: *[Signature]*
VICTOR LESCOVITZ, JR., President

COMMONWEALTH OF VIRGINIA)
COUNTY OF FAIRFAX)

SS: _____

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that VICTOR LESCOVITZ, JR., President of THE TOWNES OF ORANGE HUNT HOMEOWNERS ASSOCIATION, INC., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the Association.

Given under my hand and seal on May 10, 2013.

[Signature]
Notary Public

My commission expires: 2/28/2014
Notary Registration No.: 7312454



EXHIBIT 1
RATIFICATION AND CONSENT

I, HOWARD R. ALBERS, Secretary of The Townes of Orange Hunt Homeowners Association, Inc. (Association) hereby certify that:

On March 9, 2013, the Association notified owners by U.S. mail that the semi-annual meeting would be held on April 25, 2013, when proposed revisions to the organizing documents would be considered at the semi-annual meeting. The mailing included a CD of the revised documents, an option of requesting a paper version from the Association Secretary, and instructions for voting by proxy or in person at the semi-annual meeting; and,

At the April 25, 2013 semi-annual meeting 117 Members of the Association attended the meeting in person or by proxy, and that a quorum was present at the meeting. Owners of Lots to which two-thirds (2/3rds) or more of the votes in the Association appertain, in accordance with the percentage shown in the Declaration, have executed ratifications, copies of which are attached hereto, as required by Article XII, Section 3 of the Deed of Dedication, approving the adoption of this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the for The Townes of Orange Hunt.

THE TOWNES OF ORANGE HUNT
 HOMEOWNERS ASSOCIATION, INC.,
 a Virginia nonstock corporation

Date: 5/10/2013By: Howard R. Albers
HOWARD R. ALBERS, Secretary

COMMONWEALTH OF VIRGINIA)

COUNTY OF FAIRFAX)

SS: _____

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that HOWARD R. ALBERS, Secretary of THE TOWNES OF ORANGE HUNT HOMEOWNERS ASSOCIATION, INC., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the Association.

Given under my hand and seal on May 10, 2013.

Olga Judith Cotto
 Notary Public

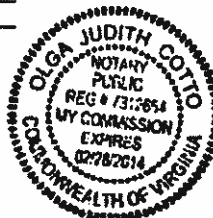
My commission expires: 2/28/2014Notary Registration No.: 7312654

EXHIBIT 2

**SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE TOWNES OF ORANGE HUNT**

**ARTICLE I
DEFINITIONS**

Section 1. "Act" shall mean the Virginia Property Owners' Association Act, as amended.

Section 2. "Association" shall mean and refer to The Townes of Orange Hunt Homeowners Association, Inc., its successors and assigns.

Section 3. "Properties" shall mean and refer to that certain real property, which includes 155 Lots and Common Area, as herein before described in the Deed of Dedication recorded among the land records of Fairfax County, Virginia in Deed Book 3660 at Page 488 on July 27, 1972, in the Deed recorded among the land records of Fairfax County, Virginia in Deed Book 3660 at Page 521 on July 27, 1972, the Deed of Correction dated February 15, 1972 recorded among the land records of Fairfax County, Virginia in Deed Book 3699 at Page 175 on September 22, 1972, and in the Deed of Resubdivision and Conveyance dated January 31, 1974, recorded among the land records of Fairfax County, Virginia in Deed Book 3991 at Page 158 on February 22, 1974, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all of all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members of the Association.

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

Section 6. "Member" shall mean and refer to every person or entity who or that holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot that is a part of the Properties, but excluding those having such interest as security for the performance of an obligation.

**ARTICLE II
MEMBERSHIP; VOTING RIGHTS**

Section 1. Membership. Every person or entity, who is a record Owner of a fee or undivided interest in any Lot which is subject by covenants of record to assessments by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who or that hold an interest as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of

any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership.

Section 2. Voting Rights. Members shall be entitled to one (1) vote for each Lot in which they hold the interest. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot, however, shall be exercised as the Members determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE III ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds (2/3rds) of the Members at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of Membership shall constitute a quorum. If the required quorum is not forthcoming in any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3rds) of the Membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

ARTICLE IV PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions.

- (a) The right of the Association to limit the number of guests of Members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (c) The right the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend a members voting rights, use of the recreational facilities, and access to their assigned parking spaces if assessments and other charges remain unpaid for more than ninety (90) days. Members will be provided written notice and an opportunity to attend a hearing before rights will be suspended in accordance with procedures adopted by the Association Board of Directors the comply with the Act.

- (e) The right of the Association to dedicate or transfer all or any part of the Common Areas 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 signed by Members entitled to cast two-thirds (2/3rds) of the votes of the Membership has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance; and
- (f) The right of the Association to assign two (2) parking spaces on the Common Area to the Owners of each Lot by granting uniform revocable licenses in the Common Area subject to all restrictions in the Declaration and such restrictions, rules, reasonable charges (which shall be considered assessments), and conditions promulgated by the Association Board of Directors.

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

Section 3. Title to the Common Areas. Fee simple title to the Common Areas is held by the Association, free and clear of all encumbrances and liens, but subject to easements, covenants and conditions contained herein or recorded prior hereto and subject to easements for utilities and other public purposes regardless of when recorded, as was required in the orderly development of the property, prior to the conveyance.

Section 4. Parking Assignment.

- (a) The Owner of the Lot shall have the right to use and enjoy two (2) assigned Common Area automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said Common Area parking area.
- (b) Notwithstanding, an Owner's (or his tenant's) right to use an assigned parking space is not permanent and, thus, a parking space may be suspended by the Association for the nonpayment of assessments or other charges due the Association; provided, however, that the Association must give such Owner notice and an opportunity for a hearing in accordance with Section 55-513 of the Virginia Property Owners' Association Act ("Act"), as amended, prior to suspending parking privileges.

**ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessment to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall

be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of carrying out the business, operations and responsibilities of the Association, including but not limited to, promoting the recreation, health, safety and welfare of the residents in the Properties (including administrative, insurance, enforcement and overhead expenses) and in particular for the improvement and maintenance of the Common Areas, services and facilities devoted to this purpose and related to the use and enjoyment of the said Common Areas and of the homes situated upon the Properties and more particularly the Association shall be responsible to carry out the following named functions in and about said Subdivision, known as The Townes of Orange Hunt:

- (a) To provide for the orderly collection and disposal of trash and garbage in and about said Subdivision.
- (b) To maintain, care for and preserve the Common Areas in the Subdivision including areas located between or adjoining the fences and alleys in said Subdivision and all sidewalks in said Subdivision including but not limited to maintenance of the lawns, pruning of trees and shrubs, hedges or other bushes, raking and disposal of leaves or dead vegetation, and any and all acts necessary to maintain an attractive appearance in and about the said townhouse Subdivision.
- (c) To provide for the care, maintenance and preservation of all streets and walks in the front of the Lots in said Subdivision, which shall include snow clearance from the streets only, not to include parking spaces.
- (d) To maintain throughout said Subdivision at various places chosen by the Association lighting if selected by it, which lights shall be operated, if practicable, on one (1) meter, the cost of said lighting to be borne by the Association.
- (e) To maintain and preserve the identification signs and to pay all costs and expenses in connection therewith, or, if the Association deems it advisable, to construct such other identification signs as it desires and pay all costs and expenses in connection therewith.
- (f) To pay the real estate taxes and the premiums for liability, fidelity bonds, and officer/director insurance if necessary or desirable.

Section 3. Basis of Assessments. After consideration of current maintenance costs and present and future needs of the Association, the Association Board of Directors shall fix and determine the amount of the annual assessment. The annual assessment may be increased by the Association Board of Directors up to five percent (5%) per year without membership approval. Any additional assessment shall have the assent of two-thirds (2/3rds) of the votes of all Members who are voting in person or by proxy at a meeting duly called for this

purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

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 or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3rds) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed, at a uniform rate for all Lots and shall be collected on a monthly basis, unless the Association Board of Directors shall otherwise determine.

Section 6. Quorum for any Action Authorized Under Section 3 and 4. At the meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to any Lot on the first day of the month following conveyance of any Lot. The annual assessment shall be collected on a monthly basis at the rate of one-twelfth (1/12) of the annual rate. The Association 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, provided that, if there is no change in the annual assessment, no such notice shall be required. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments of a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effects of Non-Payment of Assessment and Remedies of the Association. Assessments are due on the first day of the month and must be paid by no later than the twentieth (20th) day of the month. Any assessment, or installment thereof, not paid within twenty (20) days after the due date shall be delinquent and shall accrue a late charge in the amount of twenty dollars (\$20.00) or such other amount as determined by the Association's Board of Directors which shall be considered assessments. The Association Board of Directors may also declare the installments which would otherwise be due during the remaining fiscal year immediately due and payable and may take those actions to collect such accelerated amounts as are provided in this Seconded Amended Declaration. The Association

may also suspend parking privileges for the non-payment of assessment, which are more than ninety (90) days past due. The Association may also bring an action at law against the Owner personally obligated to pay the delinquent assessment or foreclose the lien against the property, and interest, cost and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The delinquent Owner shall be personally responsible for reasonable attorney fees and costs expended in the matter by the Association, whether any judicial proceedings are filed. No Owner may waive or otherwise escape liability for the assessment provided for therein by non-use of the Common Areas or abandonment of his or her Lot. The procedure for activation of foreclosure against any Owner shall be in accordance with the provisions of the Act.

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 or first mortgages. Sale or transfer of any Lot shall not affect the assessments lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such first mortgage or any proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Second Amended Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority.
- (b) The Common Areas; and
- (c) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia, unless such properties are used for dwelling purposes.

ARTICLE VI 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 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 Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, 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.

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 the decision shall be by a majority of all the arbitrators.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration or improvement, including change of colors, thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as harmony of external design and location in relation to surrounding structures and topography by the Association Board of Directors on or by an architectural committee compose of three (3) or more representatives appointed by the Board. Requests shall be submitted to the Association Board of Directors in writing via certified mail. Once the complete plans and specifications in proper order have been submitted to the Architectural Control Committee the committee shall make a reasonable effort to approve or disapprove any application within thirty (30) days after its next regularly scheduled meeting. The Architectural Control Committee's approval or disapproval of requested changes shall be in writing. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII MAINTENANCE

Section 1. Special Maintenance. In the event that there is an obvious need for maintenance or repair which is caused through the willful or negligent act of the Owner, his family or guests or his renters or invitees and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Association Board of Directors, the Association Board of Directors may cause such maintenance or repair to be performed. The cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The Association Board of Directors, through its officers or agents, have the right to enter upon such Lot to perform maintenance or repairs without incurring any liability therefor.

Section 2. Snow and Ice Removal. Owner and residents should, as soon as feasible, clear snow and ice from sidewalks abutting their property so that all pedestrians, especially school children, those with disabilities and the elderly, may walk securely.

ARTICLE IX USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes.

Section 2. No building, structure, shed, enclosure, deck wall or fence, addition, alteration or improvement of any type shall be constructed or erected upon any portion of any Lot or attached to any dwelling thereon unless and until a plan of such construction shall have been approved by the Association Board of Directors. Said plan shall provide information on proposed location of the improvement on the Lot, design, dimensions, materials of construction, and all colors to be used. The acceptability of said plan shall be in conformity with the architectural standards and guidelines established by the Association Board of Directors or by a committee designated by the Board and shall be based on factors including harmony of exterior design with surrounding structures, location with respect to topography and other factors that affect the desirability or suitability of the construction. All exterior paint colors including, but not limited to, front doors, shutters and trim, require the approval of the Association Board of Directors or its assigns. All paint approvals must be in conformity with the traditional color design chosen to complement the brick colors of the dwellings in the Townes. All exterior lighting fixtures require prior written approval of the Association Board of Directors. No construction shall commence until such a plan is approved in writing by the Association Board of Directors. The Association Board of Directors shall have the authority to adopt and prepare a set of Design and Maintenance Standards for the Association, which may be periodically revised in accordance with the rule making authority granted in Section 15 of this Article. Revisions to the Design and Maintenance Standards must be in writing, dated, signed, published, and enforced prospectively. The Design and Maintenance Standards shall have the force of law, shall be construed in favor of the enforcement of a well-ordered, planned community, and shall be considered to be incorporated by this reference into the covenants of title of each Lot within the community. In the event the Architectural Control Committee or the Association Board of Directors fails to approve or disapprove such Plans within thirty (30) days after said Plans have been submitted to it by certified mail as required by Article VII, approval will not be required and this Article will be deemed to have been fully complied with provided that the proposed Changes do not violate the express terms of this Declaration.

Section 3. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Common Area unless shown on the Deed of Dedication plat or unless approved in writing by the Association's Board of Directors. All privacy fences shall be unpainted wooden stockade or grape stake six feet (6') in height unless granted a waiver due to topography.

Section 4. Clothes lines, if used, shall not be higher than the height of the rear fence, shall not be visible from the street, and must be removed when clothes are dry. Sheds are permitted in the rear yards of the Lots and shall be as inconspicuous as practicable, roof peaks rising to no more than eighteen inches (18") above the fence, unless granted a waiver due to topography and constructed in conformity with the Design and Maintenance Standards established by the Board of Directors. The following structures and improvements are

prohibited: porches, garages, barns, trailers, mobile homes, driveways, additions to dwellings, and raised docks of sufficient height to compromise the privacy of the neighboring Lots.

Section 5. No storm doors shall be installed and maintained on a dwelling on any Lot without the approval of the Association.

Section 6. Without prior written approval of the Association Board of Directors and to the extent permitted by law, no outside television or radio antenna, or other antenna for either reception or transmission, shall be maintained upon the Properties, except that such antenna may be erected and maintained within the improvements in accordance with all applicable Federal and State laws.

Section 7. No noxious or offensive activities shall be carried out upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. No signs except temporary "For Sale" or "For Rent" signs may be displayed on Owners property. No signs may be displayed on Common areas except for those required and approved by the Association's Board of Directors.

Section 9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on said lots except that dogs, cats or other house hold pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and all such household pet, when outdoors, shall be restricted to the rear yards of each dwelling except when walked on a leash in accordance with the applicable provision of the Fairfax County Code, as amended. The Owner or custodian of any dog shall be responsible for the removal of excreta deposited by such dog on the property of another, including the Common Areas, in accordance with applicable provisions of the Fairfax County Code, as amended.

Section 10. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary covered containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No material or refuse or container for the same shall be placed or stored outside of the fenced back yard. All trash and garbage shall be placed in covered trash cans or heavy disposable plastic trash bags when placed out for pickup. No trash shall be placed out for pickup prior to 6:00 p.m. on the night preceding the scheduled pickup day.

Section 11. No vehicles with commercial markings or licenses, trailers or equipment towed by any vehicles of any kind, campers, boats, buses, taxis, abandoned or junk vehicles or any vehicle which does not have a current license plate registration and safety inspection displayed thereon, shall be permitted to be kept or parked overnight on the individual lots, parking areas, or within the sub-division streets. Passenger vehicles, motor cycles, sport utility vehicles, vans, mini vans, and pick-up trucks may be parked in designated parking areas provided they do not extend more than 19 feet from the curb. Parked vehicles extending over sidewalks, beyond the 19 foot limit or in fire lanes or no parking zones are subject to being towed.

Section 12. No repairing of vehicles will be permitted or allowed on the parking areas. The Association shall have the right to remove any vehicle in violation of this section, and the resident of the said Lot shall be responsible for the expense thereof.

Section 13. No baby carriages, velocipedes, bicycles, toys, or other articles of personal property such as, but not limited to, lawn mowers, snow blowers, snow shovels, rakes, brooms, fire wood, etc., shall be permitted, when not in use, to remain outside the enclosed rear area of the premises. All such articles when left outside of the enclosed area, (e.g. on the side yard, front yard, stoop or front porch of a lot or similar places) will be disposed of as the Board shall determine with the cost being borne by the Lot Owner.

Section 14. Owners shall require their tenants to unconditionally comply with all current and future bylaws, covenants, conditions, restrictions architectural guidelines, and regulations. Owners will be responsible for any charges or penalties incurred by tenants.

Section 15. The Association's Board of Directors shall have the power to adopt, amend, enforce and repeal rules and regulations relating to the use and enjoyment of the Properties or any portion thereof, which may supplement, but not be inconsistent with the provisions of this Second Amended Declaration or Virginia law. The Properties shall be occupied and used in compliance with such rules and regulations. Changes to the rules and regulation shall be published prior to the date the rules and regulations become effective and shall be subject to repeal by the Members in accordance with the provisions of Section 55-513 of the Act or such other applicable sections of the Act, as amended. The rules and regulations shall not unreasonably interfere with the use or enjoyment of the Lots or the Common Area. Also, the Association's Board of Directors may issue temporary exceptions to any prohibitions expressed or implied by this Section, for good cause shown.

ARTICLE X EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plan of the project or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain rights of ingress and egress.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement.

- (a) **Legal Proceedings.** 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 Second Amended 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.

- (b) Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Association Board of Directors, or the breach of any provision of this Second Amended Declaration, shall give the Association's Board of Directors the right, in addition to any other rights set forth in this Second Amended Declaration: (i) to enter the Lot in which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the Second Amended Declaration, or such rules and regulations, and the Association Board of Directors shall not be deemed to be guilty in any manner of trespass by reason of such entry; (ii) to use self-help to remove or cure any violation of the Second Amended Declaration or the rules and regulations on the Common Area (including without limitation the towing of vehicles) or the Lot; or (iii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- (c) Monetary Charges and Suspension of Rights. The Association's Board of Directors may also impose monetary charges or suspend an Owner's right to use facilities or services in the case of any Owner found to be in violation of any provision of this Second Amended Declaration or the Association rules and regulations. No suspension or imposition of special charges shall be imposed until the person charged with such a violation has been given notice and an opportunity for a hearing pursuant to the procedures adopted by the Association Board of Directors in accordance with the requirements of the Act. After the evidentiary phase of the hearing, the Association's Board of Directors may deliberate in closed session, but shall vote in open session. Charges may not exceed fifty dollars (\$50.00) or the statutory maximum, whichever is greater, for each separate violation. The Directors retains the power to characterize any separate violation as a continuing violation if the Owner fails to correct the violation after written notice. In such cases, the Association Board of Directors may charge ten dollars (\$10.00) a day, or the statutory maximum, for every day in which the violation continues, provided that such charge may be increased or decreased as from time to time may be determined by the Association Board of Directors in accordance with then applicable law and pursuant to prior published resolution. Monetary charges are assessments and shall be collectible as such and shall also constitute a lien against a Lot to the extent permissible under Virginia law.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

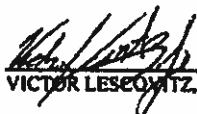
Section 3. Amendment. The covenants and restrictions of this Second Amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Second Amended Declaration, their respective legal representatives heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended successive periods of twenty (20) years. These covenants may be eliminated, changed, or amended in whole or in part at any time by the Association or its successors or assigns. The covenants and restrictions of this Second Amended and

Restated Declaration may be amended in whole or in part; shall have the assent of at least two-thirds (2/3rds) of the Owners, at a meeting duly called for this purpose, written notice of which shall be sent to all Owners not less than thirty (30) days or more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Any amendment must be recorded among the land records of Fairfax County, Virginia.

Section 4. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean "deed or deeds of trust" where such security instruments are used in lieu of or instead of a mortgage or mortgages.

Section 5. Conveyance of Common Area upon Dissolution. Upon the dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to another nonprofit corporation, association, trust or other organization or governmental agency devoted to purposes similar to those for which the Association was created.

WITNESS WHEREOF, the President, on behalf of the members of The Townes of Orange Hunt Homeowners Association, Inc., have hereunto set my hand this 10th day of May, 2013.


VICTOR LESCOVITZ, JR., President

COMMONWEALTH OF VIRGINIA)
COUNTY OF FAIRFAX)

SS: _____

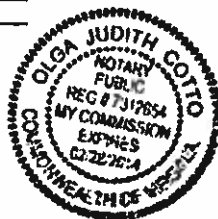
I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that VICTOR LESCOVITZ, JR., President of THE TOWNES OF ORANGE HUNT HOMEOWNERS ASSOCIATION, INC., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the Association.

Given under my hand and seal on May 10, 2013


Notary Public

My commission expires: 2/28/2014

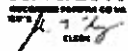
Notary Registration No.: 7312654



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05/15/2013


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