

SECOND

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
FOREST HILLS COMMUNITY ASSOCIATION**

THE FOREST HILLS COMMUNITY ASSOCIATION ("Association") makes this Amendment to its Declaration of Covenants, Conditions and Restrictions this 11 day of November, 2006.

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Forest Hills Community Association dated March 4, 1974, as amended, is recorded in Deed Book 1853, at Page 288, among the land records of Arlington County, Virginia.

WHEREAS, Article IX, Section 3 of the Declaration authorizes the Association to amend the covenants and restrictions by an instrument signed by owners of not less than seventy-five percent (75%) of the lots; and,

WHEREAS, the Association desires to amend the Declaration as set forth below; and,

WHEREAS, not less than seventy-five percent (75%) of the lot owners have signed this Amendment.

NOW THEREFORE, the Association hereby covenants and declares that this Declaration is hereby amended as follows:

1. Article VIII, paragraph (10), is hereby deleted in its entirety and replaced with the following:

(10) The Board of Directors may elect, in its sole discretion, to have the Association assume such maintenance responsibilities with respect to those portions of the front and side yards of the lots that are visible to the public as the Board may deem necessary or appropriate, including, without limitation, responsibility for mowing, fertilizing, trimming, pruning and/or otherwise maintaining all or any portion of the grass, shrubs, bushes, trees and other planted materials, and any replacements thereof, as may be located within those portions of the front or side yard areas of the lots that are visible to the public. Maintenance of such yard areas by the Association shall be with such frequency and in conformity with such standards as may be established by the Board of Directors from time to time. In the event that the Board of Directors elects to assume such maintenance responsibilities, all costs of such maintenance shall be assessed as a Common Expense.

2. Article VIII, paragraph (11), is hereby deleted in its entirety and replaced with the following:

Rees, Broome & Diaz, P.C.
8133 Leesburg Pike, Ninth Floor
Vienna, Virginia 22182
(703) 790-1911

Please return to:

3

END

(11) Television or satellite antennae may be installed and maintained on the lots only in accordance with any rules and regulations adopted by the Board of Directors from time to time.

3. Article VIII, paragraph (12), is hereby deleted in its entirety and replaced with the following:

(12) All trash, garbage, debris, or other waste or rubbish shall be kept in durable plastic bags intended for such purpose or rigid containers that shall be kept clean. Trash and garbage containers shall not be permitted to remain in public view except, in compliance with Arlington County Code, on days for trash collection and the evening prior to such days of trash collection, and shall be stored out of public view at all other times.

4. Article VIII, paragraph (15), is hereby deleted in its entirety and replaced with the following:

(15) Items of personal property, including, but not limited to, sports equipment, toys, baby carriages or strollers, scooters, bicycles, tents or other items, shall not remain beyond the period of active use or be stored in public view within the front or side yards of the lots. Such items must be stored in an enclosed rear yard or out of public view.

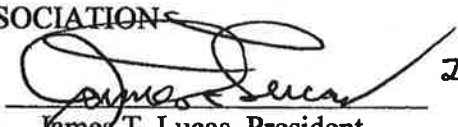
5. The following Article IX, Section 5, is hereby added:

Section 5. Exculpation of Association. Neither the Association nor the Board of Directors shall be liable for any injury or damage to any person or property caused by the elements, by any Owner, tenant, guest or invitee, or any other person, or resulting from water, snow, ice or other condition that may leak, flow or otherwise emanate from any portion of the Common Area onto or into any Lot.

Except as expressly amended herein, the Declaration is hereby ratified, confirmed and republished.

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

FOREST HILLS COMMUNITY
ASSOCIATION

By: 
James T. Lucas, President

2 Nov 06

STATE OF VIRGINIA
COUNTY OF F.A. RFAK

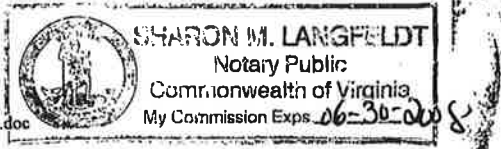
I, the undersigned Notary Public of and for the county and state aforesaid, do certify that James T. Lucas, President of FOREST HILLS COMMUNITY ASSOCIATION, whose name is signed to the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Hills Community Association bearing the date of the 2 day of Nov, 2006, has acknowledged the same before me in my county aforesaid.

Given under my hand this 2 day of November, 2006.

Sharon M. Langfeldt
Notary Public

My Commission Expires: 3rd June 2008

K:\06\06960\00001\DOCK\050202 Amendment to Declaration (5).doc



022