

AMENDMENT to Covenants, Conditions and Restrictions

THIS DEED OF AMENDMENT, made and entered into this 16th day of May, 1978, by and between LEVITT HOMES, INCORPORATED, a Delaware Corporation, party of the first part, and LAKEWOOD HILLS NO. 1 COMMUNITY ASSOCIATION, a Virginia non-stock, non-profit corporation, party of the second part;

*****WITNESSETH*****

WHEREAS, by Deed of Dedication and attached Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 4608 at page 1, among the land records of Fairfax County, Virginia, LEE JACKSON DEVELOPMENT CORPORATION did subdivide Section 1-A, GLENWOOD MANOR, as more particularly shown on the plat of subdivision attached to the aforesaid deed; and

WHEREAS, by Deed recorded in Deed Book 4756 at page 140, among the aforesaid land records, the party of the first part acquired from LEE JACKSON DEVELOPMENT CORPORATION Lots 1 through 102, both inclusive, Section 1-A GLENWOOD MANOR; and

WHEREAS, the party of the second part is owner of Parcels H and L, Section 1-A, GLENWOOD MANOR, by virtue of a Deed recorded in Deed Book 4608 at page 41, among the aforesaid land records; and

WHEREAS, the parties hereto desire to amend the aforesaid Declaration of Covenants, Conditions and Restrictions, which amendments have heretofore been duly approved by the parties hereto;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 4608 at page 9, among the aforesaid land records, as follows;

1. Article II, Section 2, is hereby amended by adding the following language between "described in" and "of the records" in the first sentence: "that Deed recorded in Deed Book 3216 at page 510".

2. Article IV, Section 1, is hereby amended by deleting all the language following "Class B" and substituting in its place the following language:

"Class B member shall be LEVITT HOMES, INCORPORATED, its successors and assigns; provided, however, that Class B membership may be assigned only by an instrument executed by both the assignor and the assignee, a copy of which shall be filed with the Secretary of the Corporation. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article III, provided that, the Class B membership shall terminate on the happening of either of the following events, whichever occurs earlier:

- a. When the Class B member no longer owns any lots in the subdivision, or
- b. On December 31, 1982."

3. Article IV, Section 2, is hereby amended by deleting it entirely and substituting in its place the following language;

"Section 2. Upon annexation by the Declarant of additional properties pursuant to Article II, Section 2, and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to those Lots so annexed, provided that, the Class B membership in these annexed lots shall terminate on the happening of the following events, whichever occurs earlier:

- a. When the Class B member no longer owns any lots in the annexed property, or
- b. Four (4) years from the date of recordation of the Deed of Dedication for such annexed property."

4. Article VI, Section 3, is hereby amended by deleting the "\$15.00" in the first sentence and substituting in its place "\$25.00".

5. Article VIII is hereby amended by adding the following language at the end:

"This article shall not apply to Lots owned by Class B members."

6. All other provisions of the aforesaid Declaration of Covenants, Conditions and Restrictions, not inconsistent herewith, shall remain in full force and effect.