

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF SECTION FOUR,
CARDINAL GLEN OF LOUDOUN

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS is made this 6th day of July, 1984, by JOLAMAR, INC., a Maryland Corporation, the Owner of all lots in Section Four (4), CARDINAL GLEN, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, by Declaration dated March 12, 1984 Declarant executed the Declaration of Covenants, Conditions and Restrictions for Section Four, CARDINAL GLEN, recorded as Schedule "B" to the Deed of Dedication in Deed Book 841 at page 541, among the land records of Loudoun County, Virginia; and

WHEREAS, Declarant does hereby make, declare and publish its desire and intent to amend said Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarant does hereby amend the above mentioned Declaration of Covenants, Conditions and Restrictions as hereinafter set forth:

I. Article IV, Section 1, is hereby amended as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Declarant, for each Lot owned within the Property, hereby covenants and agrees to pay annual assessments and special assessments for capital improvements at a rate of twenty-five percent (25%) of the assessments established for and collected from Class A members; provided, however, for each Lot owned by Declarant having an occupied dwelling thereon, Declarant shall pay one hundred percent (100%) of the established

assessments. As long as there shall exist a Class B membership, the Declarant shall fund any budget deficit incurred by the Association for maintenance of the Common Area(s). The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall be also a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

EXCEPT as expressly modified herein, all provisions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified and affirmed,

WITNESS the following signature and seal:

JOLAMAR, INC.
A Maryland Corporation

BY: *J. L. Alfandre* (SEAL)
JOSEPH L. ALFANDRE, President

STATE OF Maryland,
County of Montgomery to-wit:

The foregoing instrument was acknowledged before me this 6th day of July, 1984, by JOSEPH L. ALFANDRE, President of JOLAMAR INC., on behalf of said corporation.

Timothy Anastopoulos
NOTARY PUBLIC

My commission expires: 7/1/86