

AMENDMENT TO DEED OF DEDICATION

STONELEIGH ASSOCIATION

This Amendment to the Deed of Dedication for the residential subdivision known as Stoneleigh, made this 27<sup>th</sup> day of October, 1989, by the Stoneleigh Association, a Virginia Non-Stock Corporation (hereinafter called "The Association").

W I T N E S S E T H:

WHEREAS, Westmoreland Associates did dedicate and subdivide certain lands in Fairfax County, Virginia, filing with the plats for the residential subdivision of Stoneleigh a Deed of Dedication, dated July 13, 1967, recorded among the Fairfax County Land Records in Deed Book 2916 at page 640 and a Deed of Dedication dated April 22, 1970, recorded among the Fairfax County Land Records in Deed Book 3295 at page 540; and

WHEREAS, the aforesaid Deeds of Dedication contain a number of covenants and restrictions and conditions which run with said land; and

WHEREAS, by virtue of paragraph 20 thereof, the aforesaid covenants, restrictions and conditions can be changed in whole or in part by vote of the majority of the said lot owners; and

WHEREAS, on April 5, 1976, pursuant to a duly taken referendum vote of the Association a majority of said lot owners voted to change the aforesaid covenants in accordance with the Amendment to the Deed of Dedication dated May 27, 1976

and recorded in the aforesaid land records in Deed Book 4437 at Page 764 and in accordance with the Amendment to the Deed of Dedication dated August 29, 1977; and

WHEREAS, on February 21, 1983, pursuant to a duly taken referendum vote of the Association a majority of said lot owners voted to change the aforesaid covenants in accordance with the amendment to the covenants filed among the records of the Association; and

WHEREAS, on March 16, 1989, pursuant to a duly taken referendum vote of the Association, a majority of said lot owners voted to change the aforesaid covenants in whole by substituting the attached Exhibit A to serve as the protective covenants, restrictions and title conditions.

NOW, THEREFORE, the Stoneleigh Association does hereby modify and amend the Deeds of Dedication recorded in the public records of Fairfax County, Virginia, in Deed Book 2916, at page 640, and in Deed Book 3295, at page 540 et seq. by the substitution of Exhibit A, attached hereto, to serve as the protective covenants, deed restrictions and conditions of title of all lot owners within Stoneleigh, and the provisions set forth therein shall have the same force and effect as if they had been included in said original Deeds of Dedication.

IN WITNESS WHEREOF, Stoneleigh Association, acting pursuant to authority duly granted by its membership has caused this

Deed to be executed on its behalf by its duly authorized officer on this 27<sup>th</sup> day of October, 1989.

By: Fred Foltz  
Fred Foltz, Director and  
Treasurer  
Stoneleigh Association

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX :

I, the undersigned Notary Public of and for the county and state aforesaid, do certify that Fred Foltz, Director and Treasurer, whose name is signed to the foregoing Amendment to Deed of Dedication bearing the date of the 27<sup>th</sup> day of October, 1989, has acknowledged the same before me in my county aforesaid.

Given under my hand this 27<sup>th</sup> day of October, 1989.

Peggy-Anne Rodia  
Notary Public

My Commission Expires:

November 21, 1992

JRC:lae 10/26p-3  
3532y

## EXHIBIT A, AMENDMENT TO DEED OF DEDICATION

### STONELEIGH ASSOCIATION

1. Stoneleigh Association, a Virginia non-stock corporation has been established for the purpose of taking title to parcels A and A-1 in sections 1 and 2 for the joint use and benefit of the fee owners of the residential townhouse lots in said subdivision. Every person, persons or entity who become record owner or owners of a fee or undivided fee interest in any lot shall by virtue of such ownership become members of Stoneleigh Association subject to its rules, regulations, Charter and By-laws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Voting rights in the Association shall be limited to one vote per lot, which vote may be exercised by any one of the joint owners.
2. The aforesaid lots known as Stoneleigh, shall be subject to a lien as hereinafter described, and every individual, corporation, partnership, association or other entity who shall take fee title to any lot or interest therein or who shall become an assignee of any fee interest in any lot in the subdivision, shall take title subject to a lien for expenses and debts incurred by the Stoneleigh Association in all or any of the hereinafter described duties and obligations of Stoneleigh Association in accordance with the provisions of this agreement, and it is further agreed that the Stoneleigh Association may make a charge against the owner or owners of each lot in order to provide for the payment of the said expenses and debts thereby incurred; provided that the charge made against a particular lot shall not exceed a pro rata which that lot shall bear in relation to all other lots in the subdivision. It is further understood and agreed that the charge may, in the discretion of Stoneleigh Association, be based on an estimated budget rather than being based on actual expenses, the charge against each lot to become due and payable at such time or times, at such place or places, as the Stoneleigh Association may determine and shall when due become a lien on the lot against which the charge is made, subject and subordinate only to the lien of any bona fide first or second deed of trust now or hereafter placed upon such lot; provided, however, that the foreclosure of the lien of any first or second deed of trust placed upon any lot shall in no way affect or impair the operation of this agreement as to future charges or lien rights.
3. Stoneleigh Association shall be responsible to carry out the following named functions in and about the said subdivision known as Stoneleigh, Sections 1 and 2:
  - a. To provide for the care, maintenance and preservation of all areas shown on the attached plats which are designated as Parcels A and A-1, Sections 1 and 2.
  - b. To provide for the care, maintenance and preservation of all streets, sidewalks, common areas, parking areas, and other areas or facilities acquired from time to time by Stoneleigh Association.

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- c. To provide for the care and maintenance of entrance walkways and steps which extend up to but do not include the stoop or its steps in the front of the dwellings.
  - d. To provide for the orderly collection and disposal of trash and garbage.
  - e. To maintain throughout the subdivision at various places chosen by the Association, gas lights or other appropriate lighting selected by it, which lights shall be operated, if practicable, on one meter, the cost of said lighting to be borne by the Association.
  - f. To maintain and preserve 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.
  - g. To care for the front yard, side and rear areas of all lots in the subdivision which, while private property, lie outside the perimeter of the dwelling and the enclosed fence/wall areas. Such care shall be limited to the cutting of grass, trimming of bushes and trees, removal of dead bushes and trees and, when deemed appropriate by the Stoneleigh Association Board, the planting of bushes, trees and/or other ornamental vegetation.
  - h. To provide for clearance of snow from all streets when deemed necessary by the Stoneleigh Board.
4. Each lot shall be known and described as a residential townhouse lot and no structures shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling without written permission from Stoneleigh Association.
  5. No lot shall be subdivided.
  6. Structures:
    - a. No structures, or any additions to current structures, of any size or height to be used either temporarily or permanently as living quarters or as additional space for a residence shall be erected or used on any lot.
    - b. No tent, shack, garage, shed, or any structure which exceeds the height of the common fence/wall (6 foot, per item 12) shall be erected or used on any lot.
    - c. Structures which do not exceed the height of the common fence/wall will not be erected or used on any lot except with the written permission of Stoneleigh Association. No structure shall be erected, altered, placed or permitted to remain nor shall construction commence on any lot until the design, construction

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specifications and a plan showing the location of the structure have been submitted in writing and been approved in writing by the Stoneleigh Association as to the quality, design and materials, and harmony with existing structures, and surroundings. In the event no written authorization of approval or disapproval by the Stoneleigh Association is issued within 45 days after receipt of a written request, such approval shall not be required.

7. No signs or advertising devices shall be displayed to the public view on any lot or common property except those created and maintained by the Stoneleigh Association or one sign of not more than 5 square feet and 36 inches in height advertising the property for sale or rent.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on said lots except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any-commercial purposes.
9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No trash, garbage, waste, refuse material or container for same shall be placed on the front stoop or in front of or on the side of a dwelling without written authority of the Stoneleigh Board. All trash, garbage, refuse and waste shall be enclosed in suitable plastic bags and placed within covered containers outside the rear fence exit of the dwelling's own lot the morning of each scheduled trash pick-up day. All containers must be removed to the enclosed rear yard area the day on which the trash collection occurs. No incinerator used for the disposal of trash, garbage or other waste will be permitted. Stoneleigh Association shall have the right to impound any trash can or garbage receptacle which is used in violation of this paragraph.
10. No building, structure, alteration, addition or improvement of any kind, expressly including, but not limited to garages, porches, porticos, overhangs, awnings, shutters, air conditioning apparatus, radio or television aerials, and exterior painting which would in any way alter or change the existing color or color scheme, in particular the extension of any color on party wall offsets or fences, or any other change of any nature affecting the exterior appearance of the structure, party wall or fence shall be allowed upon any portion of the residential lot unless and until the same is approved in writing by the Stoneleigh Association. The restrictions, limitations, and requirements set forth in covenant 6 are applicable to proposed actions under this covenant. They require written request by the homeowner and written authorization by the Stoneleigh Association.

11. Vehicles and Parking:

- a. Only non-commercial vehicles of the following kinds are permitted to be kept and parked overnight in Stoneleigh numbered or unnumbered designated parking areas: private passenger automobiles, passenger station wagons, passenger vans and motorcycles. The Board shall have the power to determine which vehicles fall within the foregoing categories. No other type vehicle, regardless of the type registration issued by a State Motor Authority to it and regardless of whether it is self-propelled or otherwise, is permitted to be kept or parked overnight within Stoneleigh without specific written authorization of the duly elected Board.
- b. No storage of any type vehicle will be permitted within Stoneleigh nor will any parallel parking be permitted on any street within Stoneleigh except along the service road that borders on Chain Bridge Road.
- c. Stoneleigh Association shall have the right, after 15 days written notice to the lot owner and/or the resident associated with the responsibility for the infringement of paragraphs 11a and 11b, to have the offending vehicle removed and the lot owner shall be responsible for the expense of removal thereof and that expense shall be a lien as set forth under paragraph 2 above.
- d. Only periodic maintenance of a usual and routine nature is permitted on vehicles meeting the criteria set forth in paragraph 11a above. No repairing, over-hauling or rebuilding of any type vehicles will be permitted or allowed in the designated parking areas, streets, lots or common areas within Stoneleigh.
- e. No sign of a commercial nature will be permitted on any vehicle authorized under paragraph 11a above.
- f. Each lot owner has been assigned one designated parking space marked with the number of the dwelling. The remaining unnumbered designated parking spaces are for the open use of all residents and guests.
- g. Any person who rents from an owner, or subleases from a tenant or lessee a portion of a dwelling for living purposes, is restricted to the parking within Stoneleigh of 1 vehicle of the type permitted under paragraph 11a above.
- h. The occupants of a rented dwelling, regardless of the way or manner in which the dwelling is rented or sub-rented, will be or, restricted to the parking within Stoneleigh of a maximum of 3 vehicles of the type permitted under paragraph 11a above.
- i. Each resident family (owner, tenant, etc.) of a dwelling is held responsible to insure that no vehicle of any type, commercial or private, except for emergency

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vehicles, drives over Stoneleigh curbs, grassed areas or sidewalks. The responsible resident family will be assessed by the Board not less than \$50.00 damages for each violation of this regulation.

12. No fence or wall or barrier of any kind shall be constructed or allowed to remain on any lot nearer to the front lot line than the rear corners of the house, and fences or walls or barriers constructed on any lot shall not be more than 6 feet in height without written permission from Stoneleigh Association.
13. The owner of a lot shall not permit any exterior portion of a dwelling, front or rear stoop or rear yard wall or fence to present an unsightly condition. If the Stoneleigh Association determines such condition exists, it shall so notify the owner and/or his representative, in writing, setting forth the corrective action needed and directing the condition be corrected within 30 days after the post-marked date of the written notice. Such 30 days may be extended up to an additional 30 days if the Association determines the corrective action is ongoing. If it is not corrected, the Association shall have the right, after termination of the time limitation, to enter upon the lot to perform the corrective action needed, all at the expense of the owner.
14. If in the opinion of the Stoneleigh Association, an owner, tenant or other occupant of a dwelling permits a rear yard enclosed area to present an unsightly condition by failure to cut grass an appropriate number of times during the growing season, by failure to trim, prune or remove unsightly or dead bushes and trees or other growth, or by failure to correct encroachment of growth upon adjacent property, the same Stoneleigh Association rights and actions as set forth in item 13 shall apply with the exception that the written notice shall incorporate a 15-day time limitation.
15. Health or safety hazards are not subject to the time limitations set out in items 13 and 14.
16. Any owner, tenant or other occupant shall not use, or permit to be used, the premises of a lot or dwelling for any unlawful purpose, or do or permit any unlawful act in or upon the premises of a lot or dwelling, and shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights, comforts or quiet enjoyment of other owners, tenants or other occupants in Stoneleigh.
17. No baby carriages, velocipedes, bicycles or other articles of personal property shall be permitted, when not in use, to remain outside the enclosed rear yard. All such articles, when left outside the enclosed rear yard, can be impounded and a charge will be made for their return.

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18. No full-time or scheduled part-time commercial activity, trade, business, manufacturing or professional services of any type, design or character whatsoever shall be carried on or performed on any lot.
19. It is further understood and agreed and shall be a covenant and easement running with the land that owners in Stoneleigh who share an exterior common or party wall or fence shall have the right of ingress and egress to go on the lot of the adjoining owner with whom the party wall or fence is shared for the sole purpose of painting, staining or repairing any part of the party wall or fence. Any owner who goes on the lot of the adjoining owner for such purposes shall leave the lot of the adjoining owner in the same condition in which he found it.
20. It is the responsibility of every current Stoneleigh lot owner to furnish a copy of the Stoneleigh covenants and by-laws to any purchaser of a lot. Further, it is the responsibility of every Stoneleigh owner to furnish a copy of the Stoneleigh covenants to tenants or other occupants of a dwelling.
21. It is the responsibility of every Stoneleigh lot owner to include the following paragraph in any lease contract, entered into after the adoption of this covenant, for a Stoneleigh lot: "Tenants' rights to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the covenants and by-laws of the Stoneleigh Association and to such other rules and regulations as the Stoneleigh Board of Directors may from time to time promulgate. Failure to comply therewith shall constitute a material breach of this lease."
22. Any owner, tenant or other occupant of a dwelling who is directed to take corrective action has the following rights:
  - a. Written notice of the infringement and demand for its correction within a stated period of time, which shall not be less than 15 days;
  - b. Opportunity to respond in writing within 15 days from the date the written notice is issued;
  - c. Review of the matter by the Stoneleigh Board of Directors taking into account such responses;
  - d. Written notice of the Board's decision after such review; and
  - e. Upon notification of the Board's decision, the time period allowed for corrective action shall recommence. Notwithstanding the foregoing provisions, notice of a menace to health or safety and demand for its correction may be made orally; and the time periods otherwise provided for in this or other covenants may be foreshortened as deemed necessary for the corrective action.

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23. If the parties hereto, or any of them, or their successors or assigns, or any future owner of any lot hereby conveyed, shall violate or attempt to violate any of the covenants herein it shall be lawful for Stoneleigh Association or any other person or persons owning any of the real property for the benefit of which these covenants are imposed to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either to prevent him or them from so doing and receive damages or other dues for such violations.
24. These covenants shall remain in effect until such time as they may be revoked or revised by a vote of the majority of owners, their successors or assigns.
25. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.