

Proposed by/Retain to
WALSH & ASSOCIATES

PN 249-49-7954

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 22nd day of December, 2011, by **GTIS-HOV RESIDENCES AT GREENFIELD CROSSING, LLC**, formerly known as THE RESIDENCES AT GREENFIELD CROSSING, LLC, a Virginia limited liability company (hereinafter referred to as "Declarant"), Grantor.

WHEREAS, Declarant subjected certain property to a Declaration of Covenants, Conditions and Restrictions for a subdivision project known as Greenfield Crossing, as recorded in Instrument #20110209-0009582 among the Land Records of Loudoun County, Virginia (the "Declaration"); and

WHEREAS, the Declarant desires to amend Article XIII of the Declaration as more particularly set forth herein; and

WHEREAS, the Declarant has the authority to amend the Declaration pursuant to Article XVII of the Declaration.

NOW THEREFORE, the Declarant hereby amends the Declaration by deleting Article XIII in its entirety and in its place, the following Article shall apply.

ARTICLE XIII

PARTY WALLS AND PARTY FENCES

The rights and duties of the Owners of Lots with respect to party walls and party fences shall be governed by the following:

Section 1. General Rules of Law to Apply. Each wall which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall, and with respect to such wall, each of the adjoining Owners shall assume the burdens and be subject to an easement for that portion of a party wall on his Lot, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 2. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time) then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, at equal expense.



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Gary M. Clemens, Clerk

Section 3. Repairs Necessitated by Act of One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 4. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner, whose consent shall not be unreasonably withheld. If the adjoining Owner has not responded in writing to the requesting Owner within twenty (20) days of its receipt of the request (by Registered Mail or Certified Mail with Return Receipt, or by Hand Delivery), such consent of the adjoining Owner shall be deemed given.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article XIII shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Party Fences. The provisions of this Article shall also apply to any fence, other barrier or shared improvement between Lots, which is installed by the Declarant and to any replacement thereof authorized by the Board of Directors. Otherwise, the upkeep of any fence, barrier or improvement shall be the responsibility of the Owner who has had it installed. Provided, however, that notwithstanding anything to the contrary contained herein, the Declarant and the Association shall have the right to repair any and all fences (whether installed by the Declarant or an Owner), and to be reimbursed for such repair, all in accordance with the provisions set forth in Article VI, Section 1(L) hereinabove. The Declarant and the Association shall also have the right of entry upon the necessary Lots in order to effectuate such repairs.

Section 7. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or fence or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

[SIGNATURE PAGE FOLLOWS]

WITNESS THE FOLLOWING SIGNATURES:

**GTIS-HOV RESIDENCES AT
GREENFIELD CROSSING, LLC,**
formerly known as THE RESIDENCES
AT GREENFIELD CROSSING, LLC, a
Virginia limited liability company

By: *Amphendly*
Name: *Gary Chandler*
Title: *Vice President*

STATE OF *Virginia* :
COUNTY/CITY OF *Fairfax* :

The foregoing instrument was acknowledged before me this *22nd* day
of *December*, 2011 by *Gary Chandler*, the
Vice President of GTIS-HOV RESIDENCES AT GREENFIELD CROSSING,
LLC, formerly known as THE RESIDENCES AT GREENFIELD CROSSING,
LLC.

Janice F. Cooke
Notary Public

My commission expires: *10-31-2013*
Registration Number: *7237549*



Janice F. Cooke
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7237549
My Commission Expires
October 31, 2013