

ARTICLE 2.

37855 BK 9360 1687

AMENDMENT TO DECLARATION FOR CASCADES

THIS AMENDMENT TO DECLARATION FOR CASCADES is made as October 21, 1994, by CASCADES COMMUNITY ASSOCIATION, INC., a Virginia nonstock corporation (the "Association") and BONDY WAY DEVELOPMENT CORPORATION, a Maryland corporation and PRIMROSE DEVELOPMENT CORPORATION, a Maryland corporation (collectively, the "Declarant").

RECITALS:

A. The Declaration for Cascades, dated June 22, 1989, was recorded on August 16, 1989 in Deed Book 1053, at Page 1202, among the land records for Loudoun County, Virginia, and recorded August 29, 1989 in Deed Book 7412, at Page 971, among the land records for Fairfax County, Virginia ("Land Records"), and was amended and restated in its entirety by the Amended and Restated Declaration for Cascades, dated October 31, 1990, and recorded on November 15, 1990 in Deed Book 1105, at Page 1426, among the Land Records for Loudoun County, Virginia, and recorded on December 5, 1990 in Deed Book 7716, at Page 1609, among the Land Records for Fairfax County, Virginia (collectively, the "Declaration").

B. The Association and the Declarant desire to make amendments to the Declaration.

C. Section 15.2 of the Declaration provides that, subject to Section 15.4 of the Declaration and the right of Loudoun County, Virginia to require compliance with the proffer conditions, the special exception conditions or the subdivision approval conditions applicable to the property subject to the Declaration (the "Property"), the Association may amend the Declaration with the written approval of members entitled to cast at least sixty-seven percent of the total number of votes in the Association.

D. The Declarant, along with the Owners who have signed the Proxy and Consent forms attached hereto, are currently entitled to cast at least sixty-seven percent of the total number of votes in the Association.

E. Subsection 15.4 (a) of the Declaration requires the prior written approval of at least fifty-one percent of the Mortgagees and members entitled to cast at least sixty-seven percent of the total number of votes, including a majority of votes entitled to be cast by Owners other than the Declarant, for certain material amendments.

F. The amendment made hereby is not among the material amendments enumerated in subsection 15.4 (a) of the Declaration.

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G. Section 15.1 of the Declaration states that the Declarant may unilaterally make non-material amendments.

H. Subsection 15.2 (c) of the Declaration states that amendments to the Association Documents shall not be considered material if for the purpose of correcting technical errors or for clarification.

I. Portions of the Common Area have been designed Limited Common Area in certain Supplementary Declarations. However, the travelways through such Common Area are not Limited Common Area. The Declarant and the Association wish to clarify the designations of such Limited Common Area.

J. Section 15.3 of the Declaration requires that written notice of any proposed Amendment be sent to every Owner at least fifteen days before any action is taken and fifteen days prior written notice has been provided to every Owner in accordance with Section 15.3 of the Declaration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and the Declarant hereby amend the Declaration as follows.

1. Section 1.1, paragraph (20) of the Declaration is hereby deleted in its entirety and the following substituted in its place and stead.

(20) "Limited Common Area" means a portion of the Common Area designed by the Declarant, pursuant to Section 3.9 hereof for the primary or exclusive use of one or more, but less than all of the Owners. With respect to Common Area in townhouse sections, the parking areas are Limited Common Area, but the travelways are Common Area available to all Owners.

2. Section 2.4 of the Declaration is hereby deleted in its entirety and the following substituted in its place and stead:

Section 2.4. Regulation of Common Area; Memberships in Recreational Facilities. The Board of Directors shall have the right to regulate use of the Common Area pursuant to Section 8.3 hereof and to charge fees for the use thereof; provided, however, that Owners of Lots subject to assessment for Recreational Facilities Expenses shall not be required to pay a fee for use of the Recreational Facilities during normal operating hours. The Board of Directors shall offer annual memberships in the Recreational Facilities to residential occupants of the Cascades

Commercial Association, Inc. (or any entity formed for similar purposes), a nonprofit corporation to be established to operate the commercial portions of the "Cascades," "Potomac Lakes," "Spring Lakes" developments. The fee for and the terms of such annual memberships shall be established by the Board of Directors in its sole discretion and shall not be subject to the provisions of Section 6.2 hereof. The Board of Directors may also require a refundable or non-refundable initial contribution, as part of the fee structure for annual memberships. In addition, at least fifty annual memberships shall be available to the residents of the Arl Keith/Jefferson Knolls subdivision on a similar basis as enjoyed by the Owners of Single Family Lots. The Board may also offer annual memberships to residential or nonresidential owners and occupants of adjacent real estate, if the Board in its sole discretion determines that the additional annual memberships will not unreasonably adversely affect availability of the Recreational Facilities to the Owners or if availability of annual membership is required by the Proffers applicable to the Property. Persons purchasing such annual memberships in the Recreational Facilities are not members of the Association and shall have no right to vote on Association matters. The Board may grant easements or enter into agreements assuring the availability of such annual memberships. Such annual memberships are not assignable. The Board may also mortgage, dedicate or convey the Common Area owned in fee simple by the Association or grant easements over and through any Common Area subject to the restrictions in Section 15.4 hereof.

3. Subsection 3.9 (b) is hereby deleted in its entirety and the following substituted in its place and stead:

(b) Limited Common Area. The Declarant shall have the power, for as long as the Declarant has the right to add Additional Real Estate under Section 4.1 hereof, to restrict portions of the Common Area owned in fee simple by the Association in the nature of an easement for the exclusive (if so designated) or primary use of the Owners of one or more specific Lots by designating such portions of the Common Area as Limited Common Area. The Declarant may either: (1) indicate the locations of the Limited Common Area appertaining to one or more Lots by depicting such Limited Common Area and the Lots to which it is appurtenant on a plat attached as part of a Supplementary Declaration; (2) label a portion of the

Common Area as “Common Area that may be assigned as Limited Common Area” on a plat attached as an exhibit to Supplementary Declaration and thereafter assign such Limited Common Area to one or more specific Lots by unilaterally amending the Supplementary Declaration to indicate the assignment depicting the Limited Common Area being assigned and the Lots to which it is appurtenant; or (3) indicating that such Common Area is Limited Common Area by a legal description in a Supplementary Declaration or an amendment thereto. The Declarant shall not, however, designate Common Area as Limited Common Area or Common Area that may be assigned as Limited Common Area after such Common Area has been conveyed to the Association.

4. Subsection 8.2 (q) of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead.

(q) Residential Uses. Single Family Residential Lots and dwelling units located on Multifamily Residential Lots shall be used for residential purposes only; provided, however, that the Board of Directors may permit reasonable nonresidential use on such Lots from time to time for a professional office or day care, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority and subject to such reasonable rules as may be established by the Board of Directors. As a condition to consenting to such use, the Board may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use. Once given, such permission may not be revoked later except for good cause shown.

5. Subsection 8.2 (r) of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead:

(r) Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area, except that (i) the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted; and (ii) the keeping of a limited number and certain types of animals, including livestock, with the approval of the Board of Directors, may be permitted (and shall be permitted if provided for in the Supplementary Declaration applicable to the Lot on which such

animal(s) is kept), subject to the Rules and Regulations adopted by the Board of Directors and provided, however, that such pets or animals are not kept or maintained for commercial or breeding purposes. Any such pet or other animal causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten days written notice from the Board of Directors. No animals shall be permitted on the Common Area, unless accompanied by someone who can control the animal. Pets must be carried or leashed. Horses may only go on portions of the Common Area, if any, designated by the Board of Directors as available for riding. Any person who keeps or maintains any pet or animal of any kind upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet or animal within the Property. All pets and other animals shall be registered and inoculated as required by law. The appropriate local governmental authorities shall have an easement across the Property in order to enforce applicable animal control ordinances.

Except as modified by this Amendment, all the terms and provisions of the Declaration are hereby confirmed and ratified and shall remain in full force and effect.

Each provision of this Amendment is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

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

CASCADES COMMUNITY ASSOCIATION, INC., a
Virginia nonstock corporation

By: Joseph D. O'Leska, Jr.
President

By: Terri Davis
Secretary

BONDY WAY DEVELOPMENT CORPORATION, a
Maryland corporation

By: _____
Name: James H. Evans
Title: Vice-President

PRIMROSE DEVELOPMENT CORPORATION, a
Maryland corporation

By: _____
Name: James H. Evans
Title: Vice-President

NOT AN OFFICIAL COPY

BK 9360 1693

I, Joseph D. O'Leska Jr., the President of CASCADES COMMUNITY ASSOCIATION, INC., hereby certify that the foregoing Amendment to the Declaration for Cascades, has been approved by members entitled to cast at least sixty-seven percent of the total number of votes in the Association after fifteen days prior notice to the Owners as required by Sections 15.2 and 15.3 of the Declaration.

November 3, 1994

Joseph D. O'Leska Jr.
President

STATE OF ARIZONA
COUNTY OF MARICOPA, to wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Joseph D. O'Leska, Jr., President of CASCADES COMMUNITY ASSOCIATION, INC., whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal on November 3, 1994.

Vanessa Garcia SEAL
Notary Public VANESSA GARCIA

My commission expires: July 24, 1998

COMMONWEALTH OF MARYLAND
COUNTY OF ANNE ARUNDEL, to wit,

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Terri Davis, Secretary of CASCADES COMMUNITY ASSOCIATION, INC., whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal on November 4, 1994.

Beth A. Stecher (SEAL)
Notary Public

My commission expires: 1/14/98

BK 9360 1694

COMMONWEALTH OF MARYLAND
COUNTY OF ANNE ARUNDEL, to wit,

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that James H. Evans, Vice President of BONDY WAY DEVELOPMENT CORPORATION, a Maryland corporation, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid on behalf of the corporation.

GIVEN under my hand and seal on October 21, 1994.

Beth A. Stecher (SEAL)
Notary Public

My commission expires: 1/14/98

COMMONWEALTH OF MARYLAND
COUNTY OF ANNE ARUNDEL, to wit,

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that James H. Evans, Vice President of PRIMROSE DEVELOPMENT CORPORATION, a Maryland corporation, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid on behalf of the corporation.

GIVEN under my hand and seal on October 21, 1994.

Beth A. Stecher (SEAL)
Notary Public

My commission expires: 1/14/98

AMENDMENT TO DECLARATION FOR CASCADES

THIS AMENDMENT TO DECLARATION FOR CASCADES is made as of the 3rd day of January, 2000, by CASCADES ASSOCIATES, L.P., a Delaware limited partnership (the "Declarant").

RECITALS:

WHEREAS, the Declaration for Cascades, dated June 22, 1989, was recorded on August 16, 1989, in Deed Book 1053, at Page 1202, among the Land Records for Loudoun County, Virginia, and recorded August 29, 1989, in Deed Book 7412, at Page 971, among the Land Records for Fairfax County, Virginia, and was amended and restated in its entirety by the Amended and Restated Declaration for Cascades dated October 31, 1990, and recorded on November 15, 1990, in Deed Book 1105, at Page 1426, among the Land Records for Loudoun County, Virginia, and recorded December 5, 1990, in Deed Book 7716, at Page 1609, among the Land Records for Fairfax County, Virginia (collectively, the "Declaration").

WHEREAS, An Amendment to the Declaration for Cascades ("1994 Amendment") was executed on October 21, 1994, by and between the Association and the former Declarant, Bondy Way Corporation, a Maryland corporation, and Primrose Development Corporation, a Maryland corporation, and recorded among the Land Records for Fairfax County, on February 28, 1995, in Deed Book 9360, at Page 1687, among the Land Records for Loudoun County, Virginia, and recorded in deed Book 1342 at Page 1011, among the Land Records for Loudoun County, Virginia; and,

WHEREAS, Section 15.1 of the Declaration states that the Declarant may unilaterally amend any provision of the Declaration to make non-material changes; and,

WHEREAS, Subsection 15.4(c) of the Declaration states that any addition or amendment to the Association Documents shall not be considered material if for the purpose of correcting technical errors or for clarification; and

WHEREAS, the amendment made hereby is not among the material amendments enumerated in Subsection 15.4 (a) of the Declaration; and,

WHEREAS, portions of the Common Area have been designated Limited Common Area in certain Supplementary Declarations; and,

WHEREAS, some confusion has arisen in this regard because facilities, improvements and features that are intended for and available for the common use of all Cascades members and intended to be maintained as a General Common Expense are located within the limits of some of the portions of Common Areas that have been designated as Limited Common Areas; and,

WHEREAS, the Board of Directors of the Cascades Community Association, Inc. ("Association") deems it to be in the best interest of the Association that the definition of "Limited Common Area" as set forth in Section 1.1 of the Declaration be amended to make clear that said facilities, improvements and features are part of the Cascades Common Area and available for the common use and enjoyment of all Cascades members and maintained as a General Common Expenses and, accordingly, has requested the Declarant to make a non-material amendment to the Declaration in order to clarify the definition of "Limited Common Area"; and,

WHEREAS, the Declarant has concluded that such an amendment to clarify the definition of "Limited Common Area" is in the best interest of the Association and, therefore, has agreed to amend the Declaration for this purpose.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby amends the Declaration as follows:

Section 1.1., paragraph (20) of the Declaration, as amended, is deleted in its entirety and the following is substituted in its place:

- (20) "Limited Common Area" means a portion of the Common Area designed by the Declarant, pursuant to Section 3.9 hereof for the primary or exclusive use of one or more, but less than all of the Owners. Parking areas within the boundaries of Limited Common Areas are part of the Limited Common Areas but the travelways within the boundaries of Limited Common Areas are Common Area available to all Owners. Streetlights, trails, tot Lots, sports fields, tennis courts, cemeteries, historic sites and memorials are Common Area, without regard to whether located within the boundaries of land designated as Limited Common Area or within the boundaries of land designated as Common Area.

Except as modified by this Amendment, all other terms and provisions of the Declaration are hereby confirmed and ratified and shall remain in full force and effect.

To the extent that this provision is found overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied, and, to the extent practicable, the provision shall be enforced.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be signed pursuant to the due and proper authority as of the date set forth above.

CASCADES ASSOCIATES, L.P.
A Delaware limited partnership

By SDC IV, Inc., a Delaware
Corporation,
General Partner

By: _____
Ahmad Abdul-Baki
Authorized Agent

STATE OF VIRGINIA :
COUNTY OF FAIRFAX :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Ahmad Abdul-Baki, whose name as Authorized Agent of SDC IV, Inc., General Partner of Cascades Associates, L.P., is signed to the foregoing AMENDMENT TO DECLARATION FOR CASCADES bearing the date of the 3rd day of January, 2000, has acknowledged the same before me in my county aforesaid.

Given under my hand this 3rd day of January, 2000.

Jennifer June (?)
Notary Public

My Commission Expires:

7/31/03

PREPARED BY:
Rees, Broome, Diaz, P.C.
Counselors at Law
Ninth Floor
8133 Leesburg Pike
Vienna, Virginia 22192

RECORDED/W/CERT ANNEXED
2000 JAN 10 PM 12:05
LOUDOUN CO. VA
TESTE: Richard Rich, CLERK