

17029

June 30, 1965-Ret. to:  
Bauknight, Prichard, McCannlish and Williams, Attys.

THIS DEED, made this 18th day of March, 1965, by and between PALINDROME CORPORATION, a New York corporation, party of the first part, and HICKORY CLUSTER ASSOCIATION, a Virginia corporation, party of the second part;

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto the party of the second part, with General Warranty of Title, all that certain lot or parcel of land together with improvements thereon situate, lying and being in Centreville Magisterial District, Fairfax County, Virginia, more particularly described as follows:

BEGINNING at a point in the new south right-of-way line of Baron Cameron Avenue, Route 606, said point being the corner common to Parcel 4 and Parcel 13 as shown on the plat of Section One, Reston, First R.P.C. Thence leaving the aforesaid right-of-way line of Route 606 and with the line common to Parcel 4 and Parcel 13 S. 39° 30' 00" E. 364.19 feet to a point in the westerly right-of-way line of North Shore Drive; thence with the said westerly right-of-way line of North Shore Drive with the arc of a curve to the left whose radius is 270.00 feet and whose chord bearing and chord are S. 31° 58' 00" W. 379.50 feet respectively, an arc distance of 239.81 feet to a point; S. 12° 41' 00" E. 595.00 feet to a point; and with the arc of a curve to the right whose radius is 325.00 feet and whose chord bearing and chord are S. 9° 07' 13" E. 40.39 feet respectively, an arc distance of 40.42 feet to the northwest corner of Parcel 3, Section One, Reston; thence with the lines common to Parcel 4 and Parcels 3, 2 and 1, the following courses and distances: S. 78° 41' 20" W. 295.35 feet to a point; S. 80° 55' 14" W. 418.24 feet to a point; and N. 49° 01' 42" W. 251.66 feet to the north corner of Parcel 1, Section One, Reston;

thence with the westerly line of Parcel 4 N. 41° 05' 40" E. 259.64 feet to a point and N. 26° 33' 54" W. 626.35 feet to a point in the new south right-of-way line of Baron Cameron Avenue, Route 606; thence with the said south right-of-way line of Baron Cameron Avenue, Route 606, N. 58° 17' 23" E. 763.31 feet to the point of beginning.  
Containing 18.1802 acres.

LESS AND EXCEPT, however, Lots 1 through 23, Block One, both inclusive, Lots 1 through 30, Block Two, both inclusive, Lots 1 through 37, Block Three, both inclusive, Parcel 4, Section One, Reston, as the same was duly platted, dedicated and recorded in Deed Book 2431 at page 319, and rededicated and replatted by deed recorded among the land records of Fairfax County, Virginia, immediately prior hereto;

SUBJECT TO the covenants and restrictions, contained in the Deed of Dedication of Reston, Section One, and on the plat recorded therewith in Deed Book 2431 at page 319 of the land records of Fairfax County, Virginia, (including the utility easement reserved to Palindrome Corporation), and subject to easements shown on the plat recorded immediately prior hereto; and

SUBJECT TO the non-exclusive rights and privileges in the owners of Lots 1 through 23, Block One, Lots 1 through 30, Block Two, Lots 1 through 37, Block Three, Parcel 4, Section One, Reston, for themselves and their invitees entering upon and using all of the parking areas, streets, open spaces, paths and other facilities located now or hereafter upon the above-described parcel, subject to the reasonable regulations and by-laws of the Hickory Cluster Association; and

SUBJECT TO perpetual easements for the maintenance, repair and replacement of underground footings, footing drains and cornices, eaves and windows which project into the cluster common area hereby conveyed, which easements are reserved to Palindrome Corporation for conveyance to the respective purchasers of Lots 1 through 23, Block One, Lots 1 through 30, Block Two, and Lots 1 through 37, Block Three, Parcel 4, Section One, Reston; and

SUBJECT TO perpetual exclusive licenses for the use of carports, garages, and storage areas located in the cluster common area hereby conveyed, which are reserved to Palindrome Corporation for assignment to purchasers of lots located in Parcel 4, Section One, Reston.

The party of the first part covenants that it has the right to convey the said property; that it has done no act to encumber the same except as above stated; the parties of the second part shall have quiet possession thereof, free from all encumbrances except as above stated; and the party of the first part will execute such further assurances of title as may be requisite.

WITNESS the following signature and seal:

PALINDROME CORPORATION, a New York corporation

By [Signature] Vice President

[Signature] Assistant Secretary

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public for the County afore-said do hereby certify that this day in the County of Fairfax [Signature] and [Signature] whose names are signed to the foregoing Deed as Vice President and Assistant Secretary, respectively, of PALINDROME CORPORATION, have this day personally appeared before me in my County afore-said and acknowledged the same to be the act and deed of PALINDROME CORPORATION.

GIVEN under my hand this 22th day of May, 1965.

[Signature]  
Notary Public for Fairfax County,  
Virginia

My commission expires: June 21, 1965.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia JUN 10 1965 at 2:43 PM. This instrument was received and, with the certificate annexed, admitted to record

Teste: [Signature] Clerk



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B: 2482 5.90 -

April 17, 1964-Ref. to:  
Bauknight, Irichard, McCandlish, and William, Att's

THIS DEED OF DEDICATION, made and entered into this the 19th day of March, 1964 by PALINDROME CORPORATION, a New York corporation, party of the first part, D. G. Linn, Trustee, party of the second part; and RESTON FIRST HOME OWNERS ASSOCIATION, a Virginia non-stock corporation, party of the third part:

WHEREAS, Palindrome Corporation is the owner of the hereinafter described parcel of land which is a portion of the property conveyed to it by Lefcourt Realty Corporation by deed dated March 27, 1961, and recorded on March 29, 1961, in Deed Book 1988, page 149, of the land records of Fairfax County, Virginia; and

WHEREAS, the parcels of land conveyed in said deed are subject to four deeds of trust: the first dated August 31, 1960, and recorded among said land records in Deed Book 1925, page 539; the second dated July 21, 1960, and recorded among said land records in Deed Book 1987, page 72, and the third dated March 28, 1964, and recorded among said land records in Deed Book 1988, page 181, and the fourth dated March 18, 1964, and recorded March 18, 1964, as instrument No. 8222, in Deed Book 2429, page 44; and

WHEREAS, by Agreement of Consolidation dated March 18, 1964, and recorded March 18, 1964, as instrument No. 8223, in Deed Book 2429, page 51, the four said deeds of trust were consolidated and D. G. Linn was appointed Trustee of the Consolidated Deed of Trust; and

WHEREAS, Palindrome Corporation desires to subdivide the hereinafter described parcel of land, which is a portion of the several parcels conveyed to Palindrome as aforesaid, into lots and streets and other open areas as set forth in the plat hereto attached and expressly made a part hereof; and

WHEREAS, the holder of the notes secured by the Consolidated deeds of trust has no objection to the subdivision of the hereinafter described parcel of land and has directed the Trustee to join in this

deed of dedication and to release the areas shown on the attached plats; and

WHEREAS, Reston First Home Owners Association joins in this deed of dedication for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, THIS DEED OF DEDICATION

WITNESSETH THAT:

Palindrome Corporation and D. G. Linn, Trustee, as aforesaid, do now subdivide all that certain parcel of land situate in Centreville Magisterial District, Fairfax County, Virginia, more particularly described by a survey made by Springfield Surveys which is hereto attached as Exhibit A and made a part hereof into lots and streets and open spaces as shown on the plats and subdivision of said land which are hereto attached, made a part hereof and duly approved by the appropriate officials of Fairfax County, Virginia, the subdivision being now designated and dedicated as RESTON, Section One.

The party of the second part, Trustee, as aforesaid, with the consent and at the direction of the holder of the notes secured by the Consolidated Deed of Trust does hereby grant and release unto the party of the first part all of the area shown on the attached plat including the areas dedicated for public use, the lots, the lake and the areas designated as open space.

Reston First Home Owners Association hereby accepts the responsibilities and duties imposed upon it by the protective covenants and restrictions hereinafter set out.

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#### I. GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS

In order to conserve the natural beauty of the subdivided property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the entire area shown on the attached plat or any subsequent plat filed pursuant to Article III hereof ("Subsequent Plat") shall be subject to the following protective covenants and restrictions, hereinafter referred to as the General Covenants:

1. No building, structure, alteration, addition or improvement of any character other than interior alterations not affecting the external appearance of a building or structure shall be constructed upon any portion of the property shown on the attached plat or any Subsequent Plat unless and until a plan of such construction shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with surrounding structures, location with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding property and all other factors which will in their opinion affect the desirability or suitability of the construction. No construction shall be commenced and no lot shall be graded except in accord with such approved plan or a modification thereof similarly approved.

2. The Architectural Control Committee shall consist of six architects registered to practice as such in any state and two lay members and shall consist initially of William J. Conklin, Robert Geddes, Charles M. Goodman, George Qualls, James Rossant, and Mrs. Chloethiel W. Smith as the architect members, and Spencer W. Potter and Glenn W. Saunders as the lay members, who shall serve until January 1, 1965, or until their successors are appointed. Thereafter successor members of the Architectural Control Committee shall be appointed for terms of one year, or until their successors are appointed, one architect and one lay member to be appointed by the Reston First Home Owners Association and the remaining members by Palindrome Corporation. Vacancies occurring at any time after the date hereof

shall be filled by Palindrome Corporation. In the event Palindrome Corporation fails for a period of three months to appoint a new member, or to fill a vacancy, after ten days notice in writing to Palindrome Corporation the Home Owners Association shall appoint such a new member or fill such vacancy. During such ten day period Palindrome Corporation may make such appointments. The members of the committee shall not be entitled to any compensation in connection with the performance of their functions as such, unless otherwise agreed at the time of their appointment.

3. No building or structure shown on the attached plat or any Subsequent Plat or subsequently approved by the Architectural Control Committee shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Committee.

4. No parcel of land shown on the attached plat or any Subsequent Plat as open space (and which is an area in which no residential dwelling units are permitted) may be subdivided, built upon, altered or modified except as provided on such Plat, or except in accordance with an amended final plan of such parcel approved as now or hereafter provided in Section 30-68.2 (b) (3) of the Zoning Ordinance or any amendment thereto. In no event, however, shall any additional residential dwelling units be permitted on land shown on the attached Plat as open space, except such land shown as "temporary" open space.

## II. RESIDENTIAL PROPERTY PROTECTIVE COVENANTS AND RESTRICTIONS

The area shown on the attached plat and any Subsequent Plat as Residential Property, including detached single-family dwellings, dwellings connected by party walls, apartment houses and residential portions of other structures shall be subject in addition to the General

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Covenants, to the following protective covenants and restrictions, hereinafter referred to as the Residential Covenants:

1. No portion of the Residential Property shall be used except for residential purposes and for purposes incidental or accessory thereto and except for model homes used by Palindrome Corporation.

2. No clothing, laundry or wash shall be aired or dried on any portion of the Residential Property in an area exposed to view from any other lot in a Residential Property area. Drying areas will be permitted only in locations approved by the Architectural Control Committee and only when protected from view by screening or fencing approved by the Architectural Control Committee.

3. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

4. Except as provided in paragraph 3 no tree of a diameter of more than 4 inches measured two feet above ground level, lying without the approved building and driveway area, shall be removed without the approval of the Architectural Control Committee.

5. No noxious or offensive activity shall be carried on upon any portion of the Residential Property, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot.

6. No sign of any kind larger than one foot square shall be displayed to the public view on any lot, except temporary signs not more than five feet square in area advertising the property for sale or rent and except for temporary signs erected by Palindrome Corporation in connection with the construction, lease, or sale of buildings and lots.

7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except where indicated on the attached plat or Subsequent Plat and except that dogs, cats or other household pets may be kept provided they are not raised, bred or kept for any commercial purpose.

8. No material or refuse shall be placed or stored within twenty feet of the property line of any lot or the edge of any water course or body of water, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

9. Where protective screening areas, screen planting, fences or walls are shown on the attached plat or any Subsequent Plat, the same shall be maintained by the Reston First Home Owners Association for the protection of adjacent Residential Property. No building or structure, except such planting, fence or wall shall be placed or permitted to remain in such area. No vehicular access shall be permitted over such area except for the purpose of installation and maintenance of screening, utilities and drainage facilities, if any.

10. Within any slope control area shown on the attached plat, or Subsequent Plat, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

11. Easements for the installation and maintenance of underground utilities, supply and transmission lines, and drainage facilities are reserved to Palindrome Corporation through all areas shown on the attached plat or any Subsequent Plat, whether within the boundaries of residential lots or in common areas, excepting only approved building and driveway areas. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of an underground utility, supply and transmission lines, or drainage facility shall be promptly repaired or replaced at the expense of the corporation or authority which directed the entry.

12. If a connection to a master antenna is available at the lot line, no television or radio antenna shall be located on such lot exposed to

view from any other lot in a Residential Property area, unless approved by the Architectural Control Committee.

13. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Residential Property unless shown on the attached plat or any Subsequent Plat or unless approved by the Architectural Control Committee.

14. On residential lots adjacent to golf course fairways, designated "fairway" on the attached plat, or on any Subsequent Plat, plantings not less than 24 inches in height of such type or types as may from time to time be approved by the Architectural Control Committee shall be maintained at the expense of the owner of the lot across the boundary of the lot which is common with a fairway.

15. The Reston First Home Owners Association shall have the right (upon 20 days notice to the owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the owner) to trim or prune, at the expense of the owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location upon the lot or the height to which or the manner in which it is permitted to grow, is detrimental to the adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved Residential Property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such Residential Property in neat and good order, all at the cost and expense of the owner, such cost and expense to be paid to the Association upon demand and if not paid within ten days thereof then to become a lien upon the property affected, equal in priority to the lien provided for in Article III, Paragraph 2 hereof.

16. On residential lots adjacent to a lake and designated "water-front" on the attached plat or any Subsequent Plat:

(a) No vehicle shall be stored within twenty feet of the water boundary on such lot, nor shall any boat canal be dug or excavated in

any such lot, without the approval of the Architectural Control Committee.

(b) No bulkheading, barge, docks, piling, float or other marine structure shall be erected adjacent to or upon any such lot, without the approval of the Architectural Control Committee.

(c) No power boat (whether powered by an inboard or outboard motor), except a boat powered by an electric motor, and no boat of a length greater than 18 feet, shall be launched into, or used from any lot in, the waters having a common boundary with such lot, and no boat shall be moored so as to obstruct navigation in such waters.

(d) No refuse of any kind shall be disposed of or placed in the waters bounding such lots, from such lots.

17. The record owner of each lot shown on the attached plat or any Subsequent Plat shall be, by virtue of such ownership, a member of the Reston First Home Owners Association and entitled to vote as from time to time provided in the Articles of Incorporation and the By-Laws of the Association. The Association shall operate and maintain, in neat and good order, and for the use and benefit of the inhabitants of the property subject to these covenants, all parks, parking areas, open spaces, streets, paths, and other facilities from time to time designated or conveyed by Palindrome Corporation to be so operated and maintained. Palindrome Corporation shall not be required to so designate or to continue the designation of any such facility. Each lot except (a) land in public ownership, (b) land owned or leased by the Home Owners Association or by a Cluster Association, and (c) land designated by Palindrome Corporation for operation and maintenance by the Home Owners Association, shall be subject to an annual charge not to exceed \$40 00 per lot or per apartment dwelling unit contained in any building on the lot, whichever is greater, for the years 1964, 1965, and 1966, and for each year thereafter to an annual charge in an amount fixed by the Board of Directors of the Home Owners Association, in proportion to the assessed value of the lot as fixed by the Department of Assessments of the County of Fairfax, or its governmental successor, or by any other measure deemed by the Board of Directors of the Association to

be fair and equitable. The Board of Directors of the Association may establish different rates from year to year and may for any year establish different rates for various general classifications of property, as it may determine to be fair and equitable, provided, however, that the charge collected by the Home Owners Association for any year after 1966 with respect to any lot may not exceed in any year 1% of the assessed valuation of the lot (including any improvement thereon) determined as aforesaid. Subject to the maximum limitations set forth above, the charges collected by the Association shall in each year be sufficient to maintain and operate, in neat and good order, and to pay all taxes, assessments, and expenses payable with respect to the maintenance and operation of, such facilities as may be owned or leased by the Association or designated by Palindrome Corporation, to be operated and maintained by the Association as aforesaid. Any portion of the charges remaining after the disbursements required hereby shall be used for the benefit of the property subject to these covenants and the owners and inhabitants thereof, and for the promotion of the peace, health, comfort, safety, or general welfare of the owners and inhabitants thereof. The annual charges shall become due and payable at such time or times as the 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 First Deed of Trust now or hereafter placed upon such lot. The foreclosure of the lien hereof shall not operate to affect or impair the lien of any First Deed of Trust now or hereafter placed upon such lot and the foreclosure of the lien of such a First Deed of Trust or the acceptance of a deed in lieu thereof shall not operate to affect or impair the lien hereof, except that the lien hereof for such charges as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu thereof shall be subordinate to the lien of any such First Deed of Trust, and such foreclosure purchaser or taker of a deed in lieu thereof shall take title to such lot free of the lien hereof for all such charges that have accrued to the date of foreclosure or acceptance of the deed in lieu thereof, but subject to the lien hereof for all such charges that shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof.

18. The record owner of each lot shown within a residential cluster on the attached plat or any Subsequent Plat shall be, by virtue



of such ownership, a member of a Cluster Association created for the cluster and entitled to vote as from time to time provided in the By-Laws of the Association. Each Cluster Association shall take title to and shall hold, maintain, improve, and beautify, without profit to itself, for the use in common of all the members thereof, their families, guests and invitees, such parking areas, streets, open spaces, paths, and other facilities as from time to time may be conveyed to it. Each such lot shall be subject to an annual charge not to exceed \$100 per lot or per apartment dwelling unit contained in any building on the lot, whichever is greater, for the years 1964, 1965 and 1966 and for each year thereafter to an annual charge in an amount fixed by the Board of Directors of the Cluster Association in proportion to the assessed value of the lot as fixed by the Department of Assessments of the County of Fairfax, or its governmental successor, or by any other measure deemed by the Board of Directors of the Association to be fair and equitable. Subject to the maximum limitations set forth above, the charges collected by the Association shall in each year be sufficient to maintain and operate, in neat and good order, and to pay all taxes, assessments and expenses payable with respect to the maintenance and operation of the facilities owned by it. Any portion of the charges remaining after the disbursements required hereby shall be used for the benefit of the property within the residential cluster, and the owners and inhabitants thereof, and for the promotion of the peace, health, comfort, safety, or general welfare of the owners and inhabitants thereof. Such annual charges, which are separate from and in addition to the charges provided for in Paragraph 17 hereof, shall become due and payable at such time or times as the Cluster 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 First Deed of Trust now or hereafter placed upon such lot and to the lien of any charges or amounts otherwise due hereunder to the Home Owners Association with respect to such lot. The foreclosure of the lien hereof shall not operate to affect or impair the lien of any First Deed of Trust now or hereafter placed upon such lot and the foreclosure of the lien of such a First Deed of Trust or the acceptance of a deed in lieu thereof shall not operate to affect or impair the lien hereof, except that the lien hereof for such charges as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu thereof shall be subordinate to the lien of any such First Deed of Trust, and such foreclosure purchaser or

taker of a deed in lieu thereof shall take title to such lot free of the lien hereof for all such charges that have accrued to the date of foreclosure or acceptance of the deed in lieu thereof, but subject to the lien hereof for all such charges that shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof.

19. Palindrome Corporation covenants that, in the event it conveys any residential building lot shown on the attached plat or any Subsequent Plat as located within a Residential Cluster, it shall first (1) cause a Cluster Association to be incorporated; (2) convey the Cluster Common Area to such Cluster Association free and clear of liens and encumbrances (other than easements for pedestrian ways and the provisions of this Deed of Dedication); (3) release all the residential building lots located within such Residential Cluster from the lien of any deed of trust recorded prior to the recording of this Deed of Dedication; and (4) construct the road shown on the plat of the Cluster Common Area as providing access for such lot and construct a parking area for such lot.

### III. DURATION, AMENDMENT AND ENFORCEMENT OF PROTECTIVE COVENANTS AND MISCELLANEOUS

1. The protective covenants and restrictions, contained in this deed of dedication including those contained in Articles I, II and III, shall be construed as covenants real running with the land and shall inure to the benefit of and be enforceable by Palindrome Corporation, the Reston First Home Owners Association which shall be deemed the agent of all of its members for such purpose, by the Cluster Associations which shall be deemed the agents of all of their members for such purpose, and by the owner at any time of any portion of the property shown on the attached plat and any Subsequent Plat, by actions at law or by suits in equity. The failure of any person or organization to enforce any covenant herein contained shall in no event be deemed a waiver by that or any other person or organization of its rights to thereafter enforce the same, nor shall any liability attach to Palindrome Corporation or any individual for failure to enforce such covenants.

2. Upon the violation of any protective covenant or restriction herein contained Reston First Home Owners Association and/or Palindrome Corporation, in addition to all other remedies, may seek an order from a court of competent jurisdiction permitting it to enter upon the portion of the property upon or as to which such violation exists, and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner thereof, and neither the person entering nor the organization directing the entry shall be deemed liable for any manner or trespass for such action. The owner shall pay on demand the cost and expense of such abatement or removal, which shall include reasonable attorney's fees and other costs in connection with seeking the court order. The cost of such abatement or removal shall when due, become a lien upon the portion of the property affected subject and subordinate only to the lien of any First Deed of Trust now or hereafter placed upon such lot, enforceable at law or in equity by the Home Owners Association or Palindrome Corporation, whichever abated or removed the violation. The foreclosure of the lien hereof shall not operate to affect or impair the lien of any First Deed of Trust now or hereafter placed upon such lot and the foreclosure of the lien of such a First Deed of Trust or the acceptance of a deed in lieu thereof shall not operate to affect or impair the lien hereof, except that the lien hereof for such costs as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu thereof shall be subordinate to the lien of any such First Deed of Trust, and such foreclosure purchaser or taker of a deed in lieu thereof shall take title to such lot free of the lien hereof for all such costs that have accrued to the date of foreclosure or acceptance of the deed in lieu thereof, but subject to the lien hereof for all such costs that shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof.

3. The protective covenants and restrictions contained in this deed of dedication, including those contained in Articles I, II and III, shall unless amended as hereinafter provided continue with full force and effect against both the property and the owners thereof until January 1, 2005, and shall, as then in force, be continued automatically, and without further notice from that time for a period of twenty years, and thereafter for successive periods of twenty years each, without limitation, unless, prior to January 1, 2000, or not less than five years prior

to the expiration of any successive twenty-year period, an amendment or vacation of these restrictions and covenants executed and acknowledged by the then holders of more than 50 per cent of the votes of the Reston First Home Owners Association, or should that association no longer be in existence, by the owners of more than 50 per cent of the lots shown on the attached plat or any Subsequent Plat shall be recorded in the Clerk's Office of Fairfax County, or other proper public recording office.

4. Except for (a) limitations on the amounts of annual charges contained in Article II, Paragraphs 17 and 18 and (b) the provisions of Article III, Paragraphs 1-4 hereof, none of which may be changed without the consent of Palindrome Corporation, any of the covenants herein contained may be amended and new covenants affecting the property may be created by recording in the Clerk's Office of the County of Fairfax, or other proper recording office, an amendment to this deed of dedication, executed and acknowledged by the proper officers of the Reston First Home Owners Association, setting forth substantially the following provisions.

- (a) the covenant, if any, intended to be amended;
- (b) the amended form thereof, if any, or the form of the proposed new covenant, if any;
- (c) a description or designation of the part of the property upon which such amendment or new covenant is intended to be operative, which description or designation may refer to, or appear on, a plat to be filed with the certificate;
- (d) a statement that a resolution adopting such amendment or such new covenant was duly adopted at a duly held regular or special meeting of the directors of the Home Owners Association, after a meeting of the members of the Association, at which meeting the resolution was voted on by the members of the Association; and
- (e) that not more than 20% of the votes of members of the Home Owners Association entitled to vote thereon, were cast against the proposed change, or alternatively that not more than 50% of the votes of

such members of the Home Owners Association were cast against the proposed change and in the latter event that the proposed change has been approved by at least seven-ninths (7/9) of the entire Board of Directors of the Association. In the event the proposed change involves an increase in annual charges Palindrome Corporation shall not be entitled to vote on such change.

(f) With respect to any amendment as to which the consent of Palindrome Corporation is required, the Certificate shall set forth the foregoing provisions (a) through (e) and shall also be executed and acknowledged by Palindrome Corporation.

5. Whenever there is required under this deed of dedication the agreement, vote, consent, or other action of the owner or owners of any portion of the property, the agreement or other action of any such owner shall bind all future owners of the same property. The owner or owners of record of any part of the property shall, for all purposes of the deed of dedication, be deemed in all respects to be the owner or owners thereof, and his, their, or its signature or act for the purposes hereof shall be binding upon the portion of the property affected and the owners thereof. Any notice or other communication provided for under this deed of dedication shall be deemed properly given when mailed and may be addressed to "Owner" of a lot. The name of such owner need not be stated and the fact the owner does not occupy the lot shall not invalidate the notice.

6. Additional land may be subjected to the covenants contained in this deed of dedication by reference hereto, and in such event the owners of property subsequently subjected to these covenants may enforce the same against owners of land shown on the attached plat and vice versa, as though all of the land subject to the covenants were one subdivision recorded on one plat at the same time. It is provided, however, that Palindrome Corporation shall be under no obligation to subject additional land to the covenants.

7 (a). Any of the responsibilities or duties herein imposed upon the Reston First Home Owners Association may be assigned by the Association to any corporation, municipal or private, which will agree to assume the responsibilities and duties imposed upon the Association

by this deed of dedication and upon such assignment, the Home Owners Association shall be relieved of its responsibilities and duties hereunder. Such assignments shall be made by recording in the Clerk's Office of the County of Fairfax, or other proper recording office, an instrument in writing certifying that such assignment has been approved by the Directors of the Home Owners Association in the manner provided in Paragraph 4 of Article III hereof for the adoption of an amendment to this deed of dedication. The Association may accept responsibilities and duties relating to additional land subject to the covenants herein contained as though such additional land were part of the land herein originally subdivided.

(b). Any of the powers, rights and easements herein conferred upon Palindrome Corporation may be assigned by Palindrome Corporation to any other person, corporation, firm, or association and may be exercised by any successor to all or substantially all of its business of developing the community of Reston.

8. (a) Any approval requested of the Architectural Control Committee shall be requested in writing and shall be delivered to the Reston First Home Owners Association. Requests for approval of plans or modifications thereof, pursuant to Article I, paragraph 1 hereof, shall be submitted by the Association for decision to two architect members and one lay member of the Committee to be selected by the Association and copies of the request shall be mailed to each other member of the Committee and to Palindrome Corporation. The decision of a majority of the three members of the Committee to whom the request has been submitted for decision shall, except as provided below, be the decision of the Committee. All other requests for approval shall be submitted by the Association for decision to any one member of the Committee to be selected by the Association and copies of the request shall be mailed to each other member of the Committee and to Palindrome Corporation. The decision of such member of the Committee shall, except as provided below, be the decision of the Committee.

(b) No notice of a decision by such majority or such member (hereafter referred to as a "panel decision") shall be given to the owner of the property involved until notice thereof has been given

by the Association to each member of the Committee to whom the request was not submitted for decision and to Palindrome Corporation Within 5 days of the date on which such notice of a panel decision is given any member of the Committee or Palindrome Corporation may, by written notice to the Association, require the request for approval to be submitted to all members of the Committee for decision and the decision of a majority of the entire membership of the Committee shall be the decision of the Committee. Notice of such decision shall be promptly given to the owner of the property involved by the Association. In the event that a panel decision is not so required to be submitted for decision to all members of the Committee the Association, on the seventh day after it has given notice of the panel decision to the other members of the Committee and to Palindrome Corporation, shall give notice thereof to the owner of the property involved.

(c) If the owner of the property involved has not received notice of the Committee's decision within 20 days of the date on which he delivered the request for the approval pursuant to subparagraph (a) hereof he may notify the Association of that fact within 25 days of the date on which he so delivered the request and if such second notice is given the Committee's approval shall be deemed to have been granted unless notice to the contrary is given to the owner of the property involved within 30 days of the date on which the original request for an approval was so delivered.

(d) The owner of the property involved may, within 30 days of the date on which he is given notice of a decision of the Committee denying a requested approval, give notice to the Association that he wishes the request to be submitted for decision to all of the members of the Committee. Thereupon, unless the request has already been submitted for decision to all of the members of the Committee pursuant to the provisions of subparagraph (b) hereof (in which event the Association shall so notify the owner), the Association shall submit the request for approval for decision of a majority of the entire membership of the Committee shall be the decision of the Committee and the Association shall promptly notify the owner of the property thereof. If the owner of the property involved has not received notice of the Committee's decision within 20 days of the date on which he gave a notice to the Association pursuant to this subparagraph (d) he

may notify the Association of that fact within 25 days of the date on which he gave such notice to the Association and if such second notice is given the Committee's approval of the request shall be deemed to have been granted unless notice to the contrary is given to the owner of the property involved within 30 days of the date on which the original notice to the Association pursuant to this subparagraph (d) was given.

(e) The decision of any member of the Committee on any request for approval submitted to him for decision shall be evidenced by a writing signed by such member.

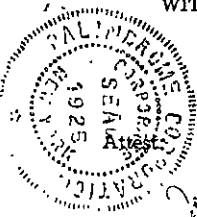
(f) All other action by the Committee, pursuant to this Deed of Dedication, shall be by the action of a majority of the entire membership of the Committee and shall be evidenced by a writing signed by them.

9. No change of conditions or circumstances shall operate to amend any of the provisions of this deed of dedication, which may be amended only in the manner provided herein.

10. The Board of Directors of Reston First Home Owners Association shall have the right to determine all questions arising in connection with the deed of dedication, and to construe and interpret the provisions of the deed of dedication, and its good faith determination, construction or interpretation shall be final and binding. Subject to the foregoing, the Architectural Control Committee shall have the right to determine all questions arising in connection with its functions under the deed of dedication and to construe and interpret the deed of dedication with respect thereto, and its good faith determination, construction, or interpretation shall be final and binding. In all cases, the provisions of the deed of dedication shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

11. The determination by any court that any provision of this deed of dedication is unenforceable, invalid or void shall not affect the enforceability or validity of any of the other provisions hereof.

WITNESS the following signatures and seals:



*Joseph E. Seubert*  
(Assistant) Secretary

PALINDROME CORPORATION,  
a New York corporation

By *Glen W. Saunders, Jr.*  
(Vice) President

*D. G. Linn* [SEAL]  
D. G. LINN, Trustee

RESTON FIRST HOME OWNERS  
ASSOCIATION

Attest:  
*Joseph E. Seubert*  
(Assistant) Secretary

By *Glen W. Saunders, Jr.*  
(Vice) President

STATE OF VIRGINIA }  
COUNTY OF FAIRFAX } TO WIT:

I, a Notary Public in and for the State and County aforesaid, do hereby certify that *Glen W. Saunders, Jr.* and *Joseph E. Seubert*, whose names as (Vice) President and (Assistant) Secretary of PALINDROME CORPORATION, are signed to the writing above, bearing date on the *19th* of *March, 1964* this day personally appeared before me in my *County* aforesaid and acknowledged the same to be the act and deed of PALINDROME CORPORATION.

Given under my hand and official seal this *19th* day of *March, 1964*.

*Lurana S. Clark*



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My term of office expires on the 18<sup>th</sup> day of April, 1965

*Luzana L. Clark*  
Notary Public

STATE OF VIRGINIA }  
COUNTY OF FAIRFAX } TO WIT:

I, a Notary Public in and for the State and County aforesaid, do hereby certify that *Glen W. Saunders, Jr.* and *Joseph E. Seubert*, whose names as ~~Witness~~ President and ~~Assistant~~ Secretary of RESTON FIRST HOME OWNERS ASSOCIATION, are signed to the writing above, bearing date on the 19<sup>th</sup> of *March, 1964*, this day personally appeared before me in my *County* aforesaid and acknowledged the same to be the act and deed of RESTON FIRST HOME OWNERS ASSOCIATION.

Given under my hand and official seal this 19<sup>th</sup> day of *March, 1964*.

My term of office expires on the 18<sup>th</sup> day of April, 1965.

*Luzana L. Clark*  
Notary Public



~~STATE OF VIRGINIA~~ }  
~~DISTRICT OF COLUMBIA~~ } TO WIT:  
~~COUNTY OF FAIRFAX~~ }

I, a Notary Public in and for the ~~State and County~~ aforesaid, do hereby certify that D. G. LINN, Trustee, whose name is signed to the writing above, bearing date on the 19<sup>th</sup> Day of *MARCH 1964*, has acknowledged the same before me in my ~~District of Columbia~~ aforesaid.

Given under my hand and official seal this 19<sup>th</sup> day of *MARCH 1964*.

My term of office expires on the 31<sup>st</sup> day of *MAY 1967*.

*John D. Carney, Jr.*  
Notary Public

