

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
POTOMIA COMMUNITY ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS FOR POTOMIA COMMUNITY ASSOCIATION, INC. ("Amendment") is made on this 16th day of MAY, 2006 by ARTERY POTOMIA, LLC, a Virginia limited liability company (the "Developer").

RECITALS:

A. A certain Declaration Covenants, Conditions and Restrictions for Potomia Community Association, Inc. (the "Association") among the Land Records of Loudoun County, Virginia (the "Land Records") on March 12, 2004 as INSTRUMENT NO. 200403120022356 (hereinafter referred to as the "Declaration" which term shall include any and all subsequent corrections, modifications, and supplements thereof as may be recorded prior hereto among the Land Records, including that certain Amendment to Declaration Covenants, Conditions and Restrictions for Potomia Community Association, Inc. recorded among the Land Records on March 25, 2004 as INSTRUMENT NO. 200403290028093.)

B. The Developer is the successor Developer pursuant to an Assignment of Developers Rights dated March 26, 2004 between Elysian Land, LLC as assignor and Developer as assignee.

C. Section 18.5 of the Declaration provides, in pertinent part, that the Declaration may be amended by an instrument signed by the Owners of not less than seventy five percent (75%) of the Lots.

D. Developer owns more than seventy five percent (75%) of the Lots and desires to amend the Declaration as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which are incorporated in and made a substantive part of this Amendment, the Declaration is hereby amended as follows:

1. The term "**Community Facilities**" as set forth in Article 1 of the Declaration is deleted in its entirety and replaced with the following:

"**Community Facilities**" means all open space, greens, trails, the swimming pool, bathhouse, tennis courts and any other recreational facilities located on the Community Property and constructed by the Developer or the Association on either the Developer's Land or the Conservancy Land for the common use and enjoyment of the Owners and Residents and Conservancy Lot Owners, if permitted pursuant to Section 11.1(d) of this Declaration. The Community



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Facilities located on the Developer's Land, upon completion of construction by the Developer, shall become a part of the Community Property and the Developer shall convey to the Association the Community Facilities located on the Developer's Land. The use of the Community Facilities shall be limited to Owners, Residents and Conservancy Lot Owners, if permitted pursuant to Section 11.1(d) of this Declaration, and their respective guests and shall be subject to such regulation and control as may be adopted by the Board of Directors.

2. The provisions contained within Section 5.4 are deleted in their entirety and the maximum assessments set forth in Exhibit 4 to the Declaration shall be of no further force and effect.

3. Section 5.6 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 5.6. Assessment of Developer: Assessment of Participating Builders.

(a) **Assessment of Developer.** For the duration of the Developer Control Period, Lots owned by the Developer shall not be subject to pay any Assessments provided, however, that Developer shall pay full Assessments for Lots owned by Developer upon which a dwelling or other Structure has been completed and occupied by a party other than Developer. Lots formerly owned by Developer shall be subject to the full amount of such Assessments commencing upon transfer or conveyance of any such Lot from Developer to any other Owner, other than a Participating Builder. Lots owned by a Participating Builder shall be assessed in accordance with Section 5.6(b).

(b) **Assessment of Participating Builders Other than WVT**

Each Participating Builder may be subject to a single Assessment up to Two Hundred Dollars (\$200.00) per Lot at the discretion of the Declarant. Assessments against Participating Builders, if imposed by the Declarant, shall be payable upon conveyance of a Lot from the Declarant to the Participating Builder or upon such other time designated by the Declarant. The Assessment of Two Hundred Dollars (\$200.00) by each Participating Builder shall be the only Association Assessments applicable to Participating Builders if imposed by the Declarant, provided however that each Participating Builder shall pay full Assessments for any Lot owned by the Participating Builder upon which a residential dwelling has been completed and occupied for residential purposes. The initial grantee of an improved Lot from the Declarant or a Participating Builder shall be liable for the initial working capital contribution pursuant to Section 5.12 and all other Association Assessments pursuant to this Article 5.

(c) **Assessment of WVT as a Participating Builder**

No WVT Lot shall be subject to any Assessment until six (6) months after a building permit is obtained for such WVT Lot. Thereafter, each such WVT Lot shall be subject to the full amount of Assessments.

4. Section 5.12 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 5.12. Working Capital Contribution. The Declarant shall establish a working capital fund for the initial and ongoing operation of the Association. Such working capital fund may be funded by a one-time Assessment of Two Hundred Dollars (\$200.00) per Lot and shall be payable by the initial non-Participating Builder purchaser of each Lot upon the earlier of settlement or occupancy of a completed dwelling located on the Lot.

Except as expressly modified herein, the Declaration shall remain in full force and effect. Capitalized terms used herein shall be defined as set forth in the Declaration, unless otherwise provided herein. This Amendment shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, and shall become effective upon recordation among the Land Records.

Signature Page and Acknowledgement Follows

**[Signature Page to Second Amendment to Declaration
for Potomia Community Association, Inc.]**

IN WITNESS WHEREOF, the undersigned, being the DEVELOPER herein, has executed this instrument this 16 day of MAY, 2006.

ATTEST:

DEVELOPER:

ARTERY POTOMIA, LLC, a Virginia limited liability company

Jeanne Tulloch

By: [Signature]
Name: William K. Wanger
Title: Manager

* * *

STATE OF MD

*

COUNTY OF Montgomery

* to wit:

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I HEREBY CERTIFY that on this 16th day of May, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared William K. Winger known to me (or satisfactorily proven) to be the Manager of ARTERY POTOMIA, LLC, a Virginia limited liability company, and that such person, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shirley J. Trull
Notary Public

My Commission Expires: 9-1-07

[NOTARIAL SEAL]