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Loudoun County, VA Pgs:8
9/11/2020 12:12:45 PM
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AMENDMENT AND SUPPLEMENTARY DECLARATION FOR POLAND HILL

(Retreat at Poland Hill - Age-Restricted Property)

THIS AMENDMENT AND SUPPLEMENTARY DECLARATION (this "Supplementary Declaration"), is made as of the 8 day of September, 2020, by **STANLEY MARTIN COMPANIES, LLC**, a Maryland limited liability company ("**Declarant**") (Grantor); **POLAND HILL HOMEOWNERS ASSOCIATION**, a Virginia nonstock corporation ("**Association**") (Grantor Grantee); and **RETREAT AT POLAND HILL HOMEOWNERS ASSOCIATION**, a Virginia nonstock corporation ("**Retreat Association**") (Grantor and Grantee).

RECITALS:

1. The Declarant, executed that certain Declaration for Poland Hill, dated June 15, 2020 (as amended from time to time, the "**Declaration**"), and recorded as Instrument Number 202000804-0064931 among the land records of Loudoun County, Virginia ("**Land Records**"), submitting the real estate described in the Declaration (the "**Property**") to the covenants, charges, restrictions, easements and liens contained in the Declaration.

2. The Property is subject to that certain Proffer Statement for Poland Hill ZMAP 2014-0003/ZMOD 2015-0014 dated December 11, 2015, and approved by the Board of Supervisors of Loudoun County, Virginia, as further amended or clarified from time to time (the "**Proffers**").

3. Proffer I.C of the Proffers requires that all residential dwelling units located west of Poland Road shall be age-restricted housing, intended for, and occupied by, households with at least one full-time resident 55 years of age or older per dwelling unit in accordance with the criteria set forth in the Federal Fair Housing Act (42 USC 3607(b)(2)(c)) and the Virginia Fair Housing Law (Va. Code Section 36-96.7, as amended) (together the "**Fair Housing Laws**").

4. Lots One (1) through Seventy-Five (75) (the "**Age-Restricted Lots**") and Parcels A and B, Poland Hill (together with the Age-Restricted Lots, the "**Age-Restricted Property**") as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, are located west of Poland Road and therefore is required to be occupied and administered as an age-restricted community in compliance with the Fair Housing Laws.

5. Section 4.1 of the Declaration reserves to the Declarant the unilateral right, without the approval or joinder of the Association or any Owner or Mortgagee to sign and record a Supplementary Declaration, subjecting any portion of the Property to such covenants and restrictions as are necessary to reflect the different character of such portion of the Property.

Box 31

6. In order to facilitate the efficient administration, operation and management of the Age-Restricted Lots in accordance with the Proffers and the Fair Housing Laws, the Declarant established the Retreat Association as a "subassociation" to perform certain functions obligations previously allocated to the Association under the Declaration for the benefit of the Owners of the Age-Restricted Lots.

7. In order to reflect the different character of the Age-Restricted Property as compared to the remaining Lots within the Property, all of which are not age-restricted and therefore are permitted to be occupied by all ages, it is the desire and intent of the Declarant to submit the Age-Restricted Property to the covenants, conditions and restrictions set forth in this Supplementary Declaration.

8. Section 14.2 of the Declaration provides that the Declaration may be amended with the with at least a Sixty-seven Percent Vote of the Owners or with the written approval of Owners entitled to cast at least sixty-seven percent of the total number of votes. The Declarant holds 100% of the votes in the Association and, together with the Association, desires to amend Sections 7.1(b) and 7.2(a) and Article 9 of the Declaration with respect to obligations for Upkeep of Lots and architectural review in order to distinguish such obligations for the Age Restricted Lots from the non-age-restricted Lots, all as more particularly set forth herein.

9. Except as specifically defined herein, all capitalized terms used in this Supplementary Declaration shall have the meaning set forth in the Declaration.

ARTICLE 1
AMENDMENT

NOW, THEREFORE, pursuant to Section 14.2 of Declaration, the Association, with the consent of the Declarant as the owner of 100% of the votes in the Association, hereby amends the Declaration as follows:

Section 1.1. Upkeep by Association; Upkeep of Lots. Section 7.1(b) of the Declaration is hereby amended to delete the first paragraph of Section 7.1(b) and substitute the following in lieu thereof:

> 7.1(b) Upkeep of Lots. The Association shall be responsible for providing the following services on Lots One (1) through Seventy-Five (75) within the Age-Qualified Community: (i) snow removal on stoops, lead walks, driveways and sidewalks; and (ii) landscape maintenance of open areas, grass and lawn areas, and mulched areas; provided, however, the Association shall not be required to provide for Upkeep of enhancements or supplements to the foregoing items installed after initial occupancy of the Lot. The Association shall have an easement across the Lots pursuant to Section 3.3 to enter upon any Lot to the extent necessary to perform the foregoing obligations. The Association shall not be responsible for the foregoing landscaping items on any portion of a Lot which is inaccessible to standard maintenance equipment or

within fenced or enclosed areas on the Lot. Further, the Association shall not be required to perform such obligations on any portion of a Lot which is obstructed by garden hoses, toys, lawn furniture or any other item which impedes the efficient use of the Association's maintenance equipment on such area of the Lot. The Association shall have no obligation to perform Upkeep of any other Lots within the Property pursuant to the first paragraph of Section 7.1(b) of the Declaration. The Association may assign all or any of its obligations under Section 7.1(b) to a subassociation formed to govern the Lots within the Age-Qualified Community.

Section 1.2. Upkeep by Owners. Section 7.2 (a) of the Declaration is hereby amended to delete the first sentence and substitute the following in lieu thereof, in order to ensure consistency with the provisions of Section 7.1(b) as amended:

Section 7.2. Upkeep by Owners.

(a) Individual Upkeep. Except to the extent performed by the Association in accordance with Section 7.1(b) above with respect to landscaping, grounds maintenance and snow removal on the Lots within the Age-Qualified Community, each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition including without limitation, Upkeep of lead sidewalks, driveway aprons and driveways, any stoop or deck located on the Lot, trees, shrubs, flower beds, and open areas, grass, lawn and mulched areas within any fences or enclosed areas and other landscaping items, all necessary grounds maintenance and snow removal, in accordance with local ordinances.

Section 1.3. Covenants Committee. Section 9.1(a) of the Declaration is hereby amended to provide that the Association shall establish a subcommittee or a separate Covenants Committee to perform the obligations and functions of the Covenants Committee with regard to the Age-Restricted Lots only (the "**AR Covenants Committee**"). The AR Covenants Committee shall consist of three persons, at least two of whom are Owners of Age-Restricted Lots. Alternatively, the Association may, by resolution of the Board, authorize the Retreat Association to establish and operate a separate covenants committee pursuant to Article 9 of the Retreat Declaration (the "**Retreat Covenants Committee**"). In such event, the Retreat Covenants Committee shall perform the obligations and functions of the Covenants Committee with respect to the Age-Restricted Lots and the Covenants Committee shall do so with respect to the remaining Lots within the Property.

ARTICLE 2

SUPPLEMENTARY DECLARATION – AGE-RESTRICTED PROPERTY

FURTHER WITNESSETH, THAT, the Declarant, pursuant to Section 4.1 of the Declaration, hereby covenants and declares on behalf of itself and its successors and assigns that

the Age Restricted Property, shall, from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

Section 2.1. Master Association. Subject to the terms of this Supplementary Declaration, each Owner of an Age Restricted Lot shall be subject in all respects to the terms, provisions, rights, obligations, covenants and restrictions set forth in the Association Documents, and the Association shall operate as a "master" association governing all portions of the overall Poland Hill Property, including the Age-Restricted Property. The Association is NOT an age-qualified or age-restricted community within the meaning of the Fair Housing Laws. The amenities owned and operated by the Master Association, including the recreational facilities, are NOT restricted for use by age-qualified individuals, but instead are open to all members of the Association and any other permitted user of such amenities and facilities.

Section 2.2. Retreat at Poland Hill Homeowners Association. In addition to the Association, the Age-Restricted Property shall be subject in all respects to the terms, provisions, rights, obligations, covenants and restrictions set forth in the governing documents for the Retreat Association, including, without limitation, the Articles of Incorporation for Retreat at Poland Hill Homeowners Association, Bylaws for Retreat at Poland Hill Homeowners Association and the Declaration for Retreat at Poland Hill (the "**Retreat Declaration**") recorded among the Land Record contemporaneously with this Supplementary Declaration.

Section 2.3. Limited Common Expenses. Expenses incurred by the Association for provision of services for the benefit of the Age-Restricted Lots only or the non-age-restricted Lots only shall be charged, where appropriate, to the Owners of the Lots benefitted as a Limited Common Expense pursuant to Section 6.2(a)(2) of the Declaration.

Section 2.4. Age-Restriction Compliance with Fair Housing Laws. The Retreat Association shall be responsible for performing any and all obligations of the Association as set forth in Article 5 of the Declaration, including, without limitation, the administration of age-verification procedures and enforcement of age-restriction covenants, the cost of which shall be charged to the owners of the Age-Restricted Lots in accordance with the terms and provisions of the Retreat Declaration and the Fair Housing Laws. The Association hereby assigns such obligations to the Retreat Association and the Retreat Association hereby assumes and accepts such obligations. In the event that the Retreat Association fails to perform its obligations under Article 5 of the Declaration, the Association shall, after reasonable notice to the Retreat Association, perform such obligations, the cost of which shall be charged to the Age Restricted Lots as a Limited Common Expense.

Section 2.5. Upkeep of Facilities on Age-Restricted Property. The Association is responsible for responsible for Upkeep of certain facilities serving the overall Poland Hill project and located on the Age-Restricted Property, including street lights, community entrance features, bus shelter and community trails. The costs associated with such Upkeep shall be charged to all Owners as a Common Expense in accordance with Section 7.1 of the Declaration.

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

STANLEY MARTIN COMPANIES, LLC
a Maryland limited liability company

By: _____(SEAL)
Name: Thomas Twomey
Title: President - Northern Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF Prince William, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Thomas Twomey, as President-Northern Virginia of STANLEY MARTIN, COMPANIES, LLC, 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 September 8, 2020.

_____[SEAL]
Notary Public

My commission expires: 10-31-2023

Notary Registration No.: 7830896

COURTNEY DAWN HUTCHESON
NOTARY PUBLIC
REG. #7830896
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10/31/2023

POLAND HILL HOMEOWNERS ASSOCIATION,
a Virginia nonstock corporation

By: _____ [SEAL]
Name: Thomas A Twomey
Title: Director

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF Prince William)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Thomas Twomey, Director of POLAND HILL HOMEOWNERS ASSOCIATION, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the Association.

GIVEN under my hand and seal on September 8, 2020.

_____ [SEAL]
Notary Public

My commission expires: 10-31-2023

Notary Registration No.: 7830896

COURTNEY DAWN HUTCHESON
NOTARY PUBLIC
REG. #7830896
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10/31/2023

RETREAT AT POLAND HILL HOMEOWNERS ASSOCIATION,
a Virginia nonstock corporation

By: _____ [SEAL]
Name: Thomas A. Twomey
Title: Director

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF Prince William)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Thomas Twomey, Director of RETREAT AT POLAND HILL HOMEOWNERS ASSOCIATION, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the Association.

GIVEN under my hand and seal on September 8, 2020.

_____ [SEAL]
Notary Public

My commission expires: 10-31-2023

Notary Registration No.: 7830896

COURTNEY DAWN HUTCHESON
NOTARY PUBLIC
REG. #7830896
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10/31/2023

EXHIBIT A

DESCRIPTION OF THE AGE-RESTRICTED COMMUNITY

Lots One (1) through Seventy-Five (75), inclusive, and Parcels A and B, Poland Hill, as the same are duly subdivided, platted and recorded among the land records of Loudoun County, Virginia, as Instrument Number 20200804-0064929, with plat recorded as Instrument Number 20200804-0064930.