

**AMENDED DECLARATION  
OF COVENANTS AND RESTRICTIONS**

**SENECA RIDGE HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS is made this 29 day of April, 2016, by SENECA RIDGE HOMEOWNERS ASSOCIATION, INC., a Virginia nonstock corporation, on behalf of its Members.

W I T N E S S E T H:

WHEREAS, Seneca Ridge Development Corporation was the owner of the real property described in Article II hereof and has subsequently conveyed the common areas of said real property to the Seneca Ridge Homeowners Association, Inc., and subjected said real property and improvements to certain restrictions set forth in a Declaration of Covenants and Restrictions recorded amongst the land records of the Circuit Court of Loudoun County, Virginia in Deed Book 0025 at Page 0313 et seq (the "Declaration"); and,

WHEREAS, the Seneca Ridge Homeowners Association, Inc., (the "Association") is a corporation without capital stock under the general laws of the Commonwealth of Virginia for the purposes of serving the property owners of the subdivision known as Seneca Ridge; and,

WHEREAS, the members of the Association believe it is in the best interest of the membership to amend the Declaration and that all members of the Association are hereby subjected to the restrictions, conditions, covenants, and easements set forth in the Declaration as amended by this document; and,

WHEREAS, the requisite number of members of the Association have voted to amend the Declaration in accordance with Virginia Code §55-515.1.

NOW, THEREFORE, the Association hereby declares that the real property described in Article II hereof is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") of the Declaration, as amended by this

Exhibit 1

RETURN TO: WILLIAM TAYLOR & FRESLON, LLP  
3190 Fairview Park Dr., #300  
Falls Church, VA 22042  
Consideration: 0

Amendment (the "Amendment"). All terms contained in the Declaration remain in full force and effect unless amended by this Amendment.

## ARTICLE I

SECTION I. Definitions. The following words when used in the Declaration and this Amendment shall have the following meanings:

- (a) "Association" shall mean and refer to SENECA RIDGE HOMEOWNERS ASSOCIATION, INC., and its successors or assigns.
- (b) "The Property" shall mean and refer to all real property described in Article II and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.
- (c) "Lot" shall mean and refer to all subdivided parcels or property owned by the Association for the benefit, use and enjoyment of its members.
- (d) "Common Areas" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members.
- (e) "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.
- (g) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association.

## ARTICLE II

### SECTION 1. Property Subject to Declaration.

The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to the Declaration and this Amendment is located in the County of Loudoun, State of Virginia, and is Seneca Ridge Subdivision, Section 1, Lots 1-4, and 138-146, inclusive, and Parcel A, and more particularly described on "Exhibit A" attached hereto and by this reference made a part hereof.

### SECTION 2. Additions.

Additional property may be annexed only with the consent of three-fifths (3/5) of the Class A members of the Association. Any additional property so annexed however, must be adjacent to or in the immediate vicinity of the above-described property, or adjacent to or in the immediate vicinity of property already then subject to these covenants and restrictions. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on "Exhibit A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the land records of Loudoun County, Virginia, which Supplementary Declaration shall extend the scheme of the within covenants and restrictions to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in the Declaration and this Amendment as may be necessary to reflect the different character or use, if any, of such annexed property.

### **ARTICLE III**

#### **SECTION 1. Membership.**

This Association shall have one class of voting membership. Every person, group of persons or entity who is a record owner of a fee interest in any lot which is or becomes subject to covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member and provided, further, that any person, group of persons or entity who holds such an interest in any lot designated as "Common Area" shall not be a member on account thereof. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

### **ARTICLE IV**

**SECTION 1. Member's Right of Enjoyment.** Every member shall have a right and easement of enjoyment in and to the "Common Areas" and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the rights of the Association expressed in its Articles of Incorporation

and By-Laws and to the following:

- (a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the “Common Areas” and in aid thereof to mortgage said property, provided the same does not, in any way, interfere with the member’s right and easement of enjoyment to the “Common Areas.” The Association shall not mortgage the “Common Areas” except by resolution approved by three-fifths (3/5) of the Class A members; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosure; and
- (c) The right of the Association to limit the number of guests of members; and
- (d) The right of the Association to suspend the voting rights for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (e) The right of the Association to dedicate or transfer provided the same shall not be contrary to the provisions of the then existing Ordinances of the County of Loudoun, all or any part of the “Common Areas” to any public or municipal agency, authority or utility for the purposes consistent with the purpose of the Declaration and this Amendment and subject to such conditions as may be agreed to by the members, provided, however, that no such dedication or transfer shall be effective unless an instrument signed by three-fifths (3/5) of the Class A Members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed Agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any action; and
- (f) The rights of the fee owners of lots to a perpetual easement over any “Common Areas” or such portion of their Dwellings that may overhang said “Common Areas,” and for necessary pedestrian ingress and egress to and from any such Dwelling over said “Common Areas.”; and
- (g) The right of the Association to permit owners of neighboring properties and/or bona fide associations, clubs, and organizations to use such bridle trails as may, from time to time, be developed on the property; and
- (h) The right of the Association to suspend the right of enjoyment of the Property of any

Member for non-payment of dues or fees.

## ARTICLE V

### SECTION 1. Covenant for Maintenance Assessments.

Each person, group of persons or entity who becomes an Owner of a lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyances, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property and lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such property and lot at the time when the assessment fell due.

### SECTION 2. Purpose of Assessment.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents of the Property, and in particular, for the improvements and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the "Common Areas," including, but not limited to, the payment of taxes and insurance for said "Common Areas" and repair, replacement and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof.

### SECTION 3. Annual Assessments.

The maximum annual assessment for each lot shall not exceed \$60.00 per annum, and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum herein provided for.

### SECTION 4. Increase in Maximum Assessment.

- (a) From and after the date of the Declaration, the maximum annual assessment for all memberships may be increased by the Board of Directors of the Association, without a vote of the Membership, not more than five percent (5%) above the maximum annual assessment for the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided for in Section 3 of this Article.
- (b) From and after the date of the Declaration, the maximum annual assessment for all

memberships may be increased above that established by the preceding paragraph by a vote of members, as hereinafter provided, for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of three-fifths (3/5) of the Class A members. A meeting of the members shall be duly called for this purpose.

SECTION 5. Special Assessment.

In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the "Common Areas," including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fifths (3/5) of the Class A members of the Association. A meeting of the members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate for each lot.

SECTION 6. Commencement of Annual Assessments.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each lot for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the owner of any lot subject thereto.

SECTION 7. Assessment Certificates.

The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

**ARTICLE VI**

SECTION 1. Non-Payment of Assessment.

Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property (to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages under the law of the Commonwealth of Virginia), in either of which events, interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the "Common Areas" or abandonment of his lot or Dwelling.

SECTION 2. Subordination Provisions.

The lien of the assessments provided for in the Declaration shall be subordinated only to the lien of any first mortgage or mortgages now or hereafter placed upon the lot subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**ARTICLE VII**

SECTION 1. Architectural Control Committee.

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of not less than three (3) members appointed by the Board of Directors. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said

plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 2. Fences.

No fence, hedge or wall shall be constructed upon the Property without the prior written approval of the Architectural Control Committee.

SECTION 3. Prohibited Uses and Nuisances. Except for activities during original construction:

- (a) No noxious or offensive trade or activity shall be carried on upon any lot or within any Dwelling situate upon the Property nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the Owners of the Property.
- (b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be, and is, hereby prohibited on any lot or within any Dwelling situate upon the Property except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes.
- (c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any lot.
- (d) Except as herein elsewhere provided, no junk vehicle, commercial vehicle, trailer, truck, house trailer, boat or the like, shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, at the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.
- (e) Other than when at the curb for collection, no more than two (2) waste receptacles (which include, but are not limited to, trash/garbage and recycling containers) may be visible from the street. If visible from the street, waste receptacles may only be stored along the side of the Dwelling unless the Member receives written consent from the Board of Directors for an alternate location. No waste receptacles may be stored on the front porch. Waste receptacles stored in public view must have lids which must be closed while stored and cannot be overflowing except when at the curb for collection. Waste receptacles may only be placed at the curb from the evening of the day before collection to the evening of the day of collection.
- (f) Off-street parking of permissible motorized vehicles shall be limited to the paved



driveway and garage portions of the Lot.

- (g) With the exception of the area to be occupied by a dwelling and an area of six feet on each side thereof, no sound hardwood trees measuring in excess of six (6) inches in diameter five (5) feet above the ground shall be removed from any lot without written approval of the Association acting through its Board of Directors or duly appointed committee.
- (h) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time. Temporary playhouses or the like may be so maintained provided that their primary purpose is the maintenance and/or promotion of juvenile recreation.
- (i) Except for entrance signs, directional signs, and such promotional sign or signs as may be maintained by the Association, no permanent, semi-permanent, or temporary signs, including home-based business signs, that are visible from a Lot's property line shall be erected, posted, placed or displayed upon, on or about a Lot and/or a Dwelling. Notwithstanding the foregoing, the following signs, subject to the stated conditions and County regulations, are permitted.
- REAL ESTATE SIGNS. One temporary real estate sign not exceeding six (6) square feet in area and three (3) feet on an edge may be erected upon any Lot or placed upon the market for sale or rent. Any such temporary real estate sign shall be removed within thirty (30) days following the sale or rental of such Lot.
  - CONTRACTOR SIGNS. One temporary service-related sign, not exceeding six (6) square feet in area and three (3) feet on an edge, may be erected upon any Lot by a contractor while service is actually being performed on the Lot and/or Dwelling. Any such temporary service-related sign shall be removed within seven (7) days following completion of the service.
  - SECURITY SIGNS. Two security signs, each not exceeding one hundred (100) square inches may be posted on a Lot. Only one sign may be posted forward of the front plane of the Dwelling. The approved

location shall be at the front door, in shrubbery within twelve (12) feet of the front door or on the mailbox post.

- WARNING SIGNS. Two “Beware of Dog” signs, each not exceeding one hundred forty-four (144) square inches and fourteen (14) inches on an edge, may be posted on the Lot. If dogs are restricted to a fenced yard, one sign may be posted at each gate. If an invisible fence is used, signs should be posted at the most logical approaches to the invisible fenced portion of the yard. Only one invisible fence sign may be posted forward of the front plane of the Dwelling. Two other warning signs, such as “No Trespassing” or “No Soliciting”, each not exceeding one hundred forty-four (144) square inches and fourteen (14) inches on an edge, may be posted upon the Property.
- CAMPAIGN SIGNS. One temporary campaign or campaign-related political support sign per issue, party or candidate, not exceeding six (6) square feet in area and three (3) feet on an edge, may be erected upon any Lot or attached to any dwelling during a political campaign with the permission of the Owner. The temporary campaign or political support sign shall be displayed no earlier than 45 days before the election and shall be removed within three (3) days following the election.

Any sign allowed to be posted more than seventy-two (72) hours must be professionally printed. All signs must be non-illuminated.

- (j) No structure, planting or other material, other than driveways or sidewalks, shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.
- (k) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.
- (l) There shall be no violation of any rules of the use of the “Common Areas” which may, from time to time, be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

- (m) There shall be no operation of motor vehicles, including “trail bikes,” “mini-bikes,” and the like, upon any “Common Area,” except upon prior written consent of the Board of Directors.
- (n) All lots and improvements thereon shall be at all times maintained in a safe, orderly, sanitary and aesthetically pleasing fashion, such maintenance to include the regular periodic cutting of grass and removal of weeds.

SECTION 4. Right of Association to Remove or Correct Violations of this Article.

The Association may, in the interest of the general welfare of all the Owners of the Property and after reasonable notice to the Owner, enter upon any lot or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

**ARTICLE VIII**

SECTION 1. Residential Use.

All Dwellings shall be used for single family private residential purposes exclusively.

**ARTICLE IX**

SECTION 1. Easement - Common Areas.

An easement is hereby granted to the Association and its successors or assigns, to enter upon “Common Areas” in order to accomplish anything which may be required to be done thereon by any governmental authorities.

SECTION 2. General Easement.

An easement is hereby granted to the Association and its successors or assigns, to enter upon all areas of the Property for the installation and maintenance of underground utilities, supply and transmission lines, drain facilities, walkways and trails through and across all areas of the Property as shown on the Plat dated November 1982, and prepared by Johnson, Mirmiran & Thompson, and recorded in Deed Book 819, at page 14, among the land records of Loudoun County, Virginia, whether within the boundaries of residential lots or in “Common Areas” (excepting only approved building areas), provided that damage resulting from the exercise of the rights hereinabove granted shall be promptly repaired, or replacement effected, at the expense of the Association or the authority which procured the entry.

SECTION 3. Special Easement.

An assessment is hereby granted to Loudoun County law enforcement officers, rescue squad personnel, and firefighting personnel while in pursuit of their duties to enter upon all areas of the Property, including “Common Areas” and common or joint driveways to permit the enforcement of cleared emergency vehicle ingress and egress.

SECTION 4. Drainage.

No person, except the Association or its duly authorized agents, shall obstruct, alter or in any way modify the established drainage pattern from, on or over any “Common Areas,” lot or parcel of land, nor shall any person obstruct, alter or in any way modify any drainage swales, devices and/or facilities installed on any “Common Areas,” lot or parcel of land, nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage.

**ARTICLE X**

SECTION 1. Duration.

Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the Declaration and this Amendment shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to the Declaration and this Amendment, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date of recordation of the Declaration and this Amendment, after which the said covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless an instrument signed by the then Owners of eighty percent (80%) of the lots has been recorded, agreeing to change said covenants and restrictions, in whole or in part. No such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests related to the “Common Areas” herein created.

SECTION 2. Incorporation by Reference on Resale.

In the event any Owner sells or otherwise transfers his lot, any deed purporting to affect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in the Declaration and this Amendment.

SECTION 3. Notices.

Any notice required to be sent to any member or Owner under the provisions of the Declaration and this Amendment shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

SECTION 4. Enforcement. These covenants and restrictions may be enforced by either the Association or any Owner. Prior to taking any action against an Owner, the Association shall follow the due process procedures, as outlined in the Code of Virginia, which include: providing the Owner involved with written notice concerning an alleged violation; providing the Owner with a reasonable opportunity to correct or cease the violation; and, if the violation remains uncorrected, providing the Owner with an opportunity to bring the matter before the Association and be represented by Counsel.

The Association may, after written notice as legally required, enforce these covenants and restrictions by the imposition of a reasonable monetary charge, not to exceed the highest amount allowed under the Code of Virginia. If a reasonable monetary charge is imposed by the Association against an Owner for violation of a covenant or restriction, it will be a lien upon the Owner's Lot.

The Association also has the right to proceed against the Owner in a proceeding at law or in equity. If the Association fails or chooses to forebear to enforce any covenants or restriction, it shall not be deemed a waiver to the Association's right to proceed against the Owner at a later date. There is a conclusive presumption that any violation or breach or any attempted violation or breach of any of these covenants and restrictions cannot be adequately remedied by action at law or by recovery of damages.

The Association, to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the admission, interpretation and enforcement of the provisions of the Declaration and this Amendment. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein, the Association shall take into consideration the best interest of the Owners of the lots to the end that the Property shall be preserved and maintained as a high quality community.

SECTION 5. No Dedication to Public Use.

Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any "Common Areas" by any public or municipal agency, authority or utility.

SECTION 6. Severability.

Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

**ARTICLE XI**

**SECTION 1. Interpretation.**

The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretations of the covenants thereof.

**SECTION 2. Applicability.**

Each grantee accepting a deed, lease or other instrument conveying any interest in a lot, whether or not the same incorporates or refers to these covenants, restrictions, easements, charges and liens, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these covenants, restrictions, easements, charges and liens.

WITNESS the following signature and seal:

**SENECA RIDGE HOMEOWNERS ASSOCIATION, INC.**

By: Lea Nigon (SEAL)  
Lea Nigon, President

STATE OF VIRGINIA:

COUNTY OF Loudoun, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that this day personally appeared before me in my said State and County, Lea Nigon, President of Seneca Ridge Homeowners Association, Inc., a Virginia corporation, whose name is signed to the foregoing Amendment to the Declaration dated the 29 day of April, 2016, and acknowledged the same for and on behalf of the Corporation.

Given under my hand this 29 day of April, 2016.

[Signature]  
Notary Public

My Commission Expires: 10/31/2017

**TRACY MICHELLE DILLARD**  
NOTARY PUBLIC  
REG. #7539106  
Commonwealth of Virginia  
My Commission Expires Oct. 31, 2017