

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[Text added to the original Declarations recorded as described below is shown as shaded (Example: shaded); deleted text is shown as stricken (Example: ~~stricken~~)]

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS is made as of _____, 2019 by KINGSTON CHASE HOMEOWNERS ASSOCIATION, a Virginia Nonstock Corporation;

~~THIS DECLARATION IS made this 20th day of February, 1974, by A & A HOMES, INC., a Virginia corporation, hereinafter referred to as "Declarant."~~

~~WHEREAS, Declarant is the owner of certain property on Crestview Drive in the County of Fairfax, State of Virginia, which is more particularly described as set forth on Schedule A, which schedule is attached hereto, initialed on behalf of the Declarant and incorporated herein.~~

~~AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth;~~

~~NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.~~

WHEREAS, Declarations of Covenants Conditions and Restrictions for Kingston Chase Homeowners Association are recorded in the following books and pages among the land record of Fairfax County, Virginia:

Deed Book 3995, beginning at page 737

Deed Book 4716, beginning at page 527

Deed Book 4831, beginning at page 530

Deed Book 4956, beginning at page 86

hereinafter collectively the "Declarations");

WHEREAS, the Declarations contain substantially identical provisions except that they are intended to be applicable to each of the three Sections of Lots in that are part of KINGSTON CHASE HOMEOWNERS ASSOCIATION (hereinafter the "Association");

WHEREAS, certain amendments to the Declarations were proposed to the owners and approved by an instrument signed owners of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, the Association desires to record this Amended and Restated Declaration of Covenants, Conditions and Restrictions to give notice of those amendments and to make those amendments effective as required by Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Declarations and the Virginia Property Owners Association Act;

NOW THEREFORE, the Association hereby declares all of the properties described in the Declarations shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Kingston Chase Home Owners Association, Inc., a Virginia corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of members of the Association. ~~The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Parcel H, consisting of 7, 853. 98 sq. ft., as shown on plat of Section One, Kingston Chase, as the same is dedicated, platted and recorded in Deed Book 3794 at Page 428, among the land records of Fairfax County, Virginia.~~

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to A & A Homes, Inc., a Virginia corporation, and its successors or assigns.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Assessment" shall include any assessment levied pursuant to Article IV, Sections 3, 4 and 5 of this Amended Declaration.

ARTICLE II
PROPERTY RIGHTS

Section 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder; the Association may not borrow money pursuant to this section unless agreed to by two-thirds (2/3) of each class of the members who are voting in person or by proxy at a meeting duly called for that purpose;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member ~~for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed Sixty (60) days for any infraction of its published rules and regulations;~~ (i) for any time period for violation of its published rules and regulations, following reasonable notice and opportunity to correct; and (ii) for any period during which any Assessment against his Lot remains unpaid in accordance with the requirements and procedures of the Virginia Property Owners Association Act.
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions

as may be agreed to by the members and the Department of County Development of Fairfax County, Virginia or its successor. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded and there has been written approval by the appropriate officials of Fairfax County, Virginia.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

~~Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will, prior to the conveyance of the first lot to a purchaser, convey fee simple title to the Common Area to the Association, free and clear of any encumbrances and liens, but subject to easements, covenants and conditions herein and subject to easements for utilities and other public purposes regardless of when recorded, as may be required in the orderly development of the property, prior to the conveyance of the first Lot, but provided, however, that no such future easements shall affect the beneficial use and enjoyment of the Common Area by the Association and its Members.~~

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity, who is a record owner of a fee or undivided interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of any obligation. No owner shall have more than one membership for each lot owned as described above. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Membership: ~~The Association shall have two classes of voting membership:~~

~~Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for 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.~~

~~Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:~~

~~(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or~~

~~(b) on December 31, 1980.~~

(a) The Association shall have one class of members, which shall include all Owners, who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for 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.

(b) Voting electronically: Notwithstanding any other provision of this Declaration, the Board of Directors may allow voting by Owners to be conducted electronically, or may allow Owners to express their agreement electronically, on the following issues:

(1) Whether to approve an increase in the annual assessment over the Maximum Annual Assessment in accordance with Article IV hereof.

(2) Whether to approve a special assessment in accordance with Article IV hereof.

(3) Whether to approve amendment(s) to the Declaration in accordance with Article IX Section 3 hereof; and

(4) Election of members of the Board of Directors.

Electronic voting may be conducted up to the time of the meeting at which the election will take place or the question will be voted upon, in accordance with such rules and procedures as may be adopted by the Board of Directors. The procedures adopted shall include a means for Owners who do not desire to cast votes or evidence their agreement electronically to submit their votes or agreements by non-electronic means.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. ~~The Declarant, for each Lot owned within the Properties, hereby covenants, and each~~ Each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as

hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties (including administrative and overhead expense), and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

~~Section 3. Optional and Discretionary Exterior Maintenance of Other than Common Area. In addition to maintenance upon the Common Area, the Association may provide, at its option and in its sole discretion, exterior maintenance upon each Lot, which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, in the event that the need for maintenance or repair is caused through the willful or negligent acts of the owner, his family, guests or invitees. Such exterior maintenance shall not include glass surfaces. The costs of said discretionary exterior maintenance shall be a special assessment against the particular Lot upon which the work is performed and shall be a lien upon said Lot and the personal obligation of the Lot owners as any other special assessment for capital improvements as is herein provided.~~

Section 3. Access to Correct Lot and Improvements Maintenance Violations. The Association shall have the right to: (a) trim or prune, at the expense of the Owner, any hedge or other planting that in the opinion of the Board of Directors, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance; (b) to care for any Lot, including its improvements, and to cut grass or remove weeds and/or rubbish therefrom, and to perform any exterior maintenance on any improvements and do any and all things necessary or desirable in the opinion of the Board of Directors to keep such Lot and improvements 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 principal to the lien provided for in Article IV, Section 9 hereof.

Provided that, before any such action is taken, the Owner of the Lot or Lots involved shall be given thirty days' notice by certified mail, return receipt requested, setting forth the action intended to be taken and the Owner does not take such action by the end of such thirty days. The thirty days may be reduced if the Board of Directors finds that the condition presents a health or safety to residents of the community.

The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection or by taking any action authorized by this Section. However, such entry shall not be made except after written notice to the owner and residents and at a time reasonably convenient to the owner and resident and shall not include entry into the home.

Section 4. Maximum Annual Assessment. ~~Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot owned by the Class A Members; provided, however, that the maximum annual assessment per Lot owned by the Class B Members shall be twenty five percent (25%) of the actual assessment paid by Class A Members for unoccupied Lots but shall be one hundred percent (100%) of the actual assessment paid by Class A Members for occupied Lots.~~ The Maximum Annual Assessment for the Calendar Year 2019 is three hundred fifty-eight dollars (\$358.00) per Lot.

~~(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment applicable to each Lot may be increased each year not more than the "Maximum Percentage" (as defined below) above the maximum and annual assessment applicable to each such Lot for the previous year without a vote of the membership. The "Maximum Percentage" for any year shall be the percentage of increase in the Consumer Price Index, 1957-59 Base, All Items, District of Columbia Area, as published by the Bureau of Labor Statistics, of the United States Department of Labor, or its successor, in the report most current on the first day of such year as compared to the report most current on the first day of the preceding year. (If the aforesaid Index shall be discontinued, there shall be substituted~~

~~therefor such other comparable index as may be furnished by the United States Government or the District of Columbia).~~

(a) Following the year 2019, the Maximum Annual Assessment shall be increased by the percentage equal to the percentage increase in the CPI over the period between that year and the year 2019, using the most recently published CPI and the CPI published in 2019 (the "Maximum Percentage"). When used herein, CPI shall mean the "Consumer Price Index presently designated as the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, Washington-Arlington-Alexandria."

~~(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment applicable to each Lot may be increased more than the "Maximum Percentage" above the maximum annual assessment, with respect to each class of Members, by a vote of two thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.~~

(b) The Maximum Annual Assessment applicable to each Lot may be increased by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the ~~maximum annual assessment permitted~~ Maximum Annual Assessment.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto ~~or to fund a deficit in reserves~~; provided that any such assessment shall have the assent of two-thirds(2/3)of the votes ~~of each class of~~ members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Both annual and special assessments (not including assessments pursuant to Section 3 of this Article) must be fixed at a uniform rate for all ~~lots~~ Lots in accordance with Section 4 above and may be collected on a quarterly or less frequent basis as the Board of Directors may determine.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than Sixty (60) days in advance of the meeting. At the first such meeting called, the

presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held less than thirty (30) or more than Sixty (60) days following the preceding meeting.

If the required quorum is not present at the second attempt at a meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held less than Thirty (30) or more than Sixty (60) days following the preceding meeting.

Section 8. Due Date of Commencement of Annual Assessments. Due Dates. ~~The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.~~ The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be subject to a late charge in such amount as may be established by the Board of Directors. Any assessment not paid within thirty (30) days after the due date shall additionally bear interest from the due date at the rate of ~~six~~ ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner can escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or otherwise.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any judicial proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall

relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change in or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an ~~architectural committee~~ Architectural Review Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within ~~thirty~~ sixty (30/60) 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. ~~The Declarant is not subject to the provisions of this Article.~~ The Board of Directors may assess charges for violations of this Article in accordance with Article IX, Section 1 of this Declaration.

ARTICLE VI
ANNEXATION OF ADDITIONAL PROPERTIES

~~Section 1.~~ Annexation of additional property shall require the assent of two-thirds (2/3) of the ~~Class A members and two thirds (2/3) of the Class B members (if any)~~ present and voting at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of ~~each class of the~~ membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. In the event a quorum is not attained a new meeting shall be called and the quorum reduced fifty percent (50%) and the procedure shall be continued until a quorum is obtained.

~~Section 2. If within seven (7) years of the date of incorporation of this Association, the Declarant should develop adjacent lands within the area described in Schedule B attached hereto, such additional lands may be annexed to said Properties without the assent of the Class A members, provided, however, that such annexation shall be in accordance with the provisions of Article IX, Section 4 hereof.~~

ARTICLE VII
USE RESTRICTIONS

Section 1. No property shall be used other than for residential purposes ~~except for a builder's construction or sales office during the construction and sales period and other construction purposes incidental to development.~~ with the exception of certain home based businesses. Home based businesses shall be permitted if: (a) properly licensed and permitted by Fairfax County; (b) no employees or visitors regularly come to the home as part of the business; and (c) the work does not create noise, vibration or odors that may disturb other homes or use of the Common Area. All such businesses must operate within the interior of the home unless specifically approved in writing by the Board of Directors. Signs and other exterior advertising for such businesses are prohibited. Notwithstanding the above, the Board may allow home day care facilities if the Board finds the facility is not creating undue noise, traffic or parking problems.

Section 2. No building, accessory building or structure, shed, awning, porch or porch covering, garage, trailer, tent, driveway, fence, hedges, screens, barns, walls or other structure shall be allowed, constructed or altered upon any property or dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality ~~or~~ of workmanship, design, colors and materials and harmony of same to the project as a whole.

Section 3. No fence, wall or walls or other similar type structure shall be allowed except those approved by the Architectural Control Committee.

Section 4. No exterior clothesline or hanging device shall be allowed upon any property.

Section 5. No boats on cradles or trailers may be parked in streets, driveways, yards or common parking areas that are part of the Common Area of the Association.

~~Section 6. No vehicles except as may be classified as passenger cars or station wagons shall be regularly parked in residential areas.~~

Section 7~~6~~. No noxious or offensive activities shall be carried on upon the property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

~~Section 8. During the construction and sales period no signs other than those of the builders may be displayed. Thereafter, no signs exceeding two square feet shall be displayed.~~

Section 97. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose.

Section 108. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE VIII EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and/or other public purposes and access to all property are reserved as shown on the recorded plat of the project, and, in addition over the rear 10 feet of the Lot.

ARTICLE IX ENFORCEMENT

Section 1. Enforcement. The Association, ~~the Declarant,~~ or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, ~~the Declarant,~~ or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association's right to enforce shall include the right to assess charges for rules violations in accordance with the provisions of the Virginia Property Owners Association Act as the same may be amended from time to time.

Section 2. Severability. Invalidation of any one of covenants or restrictions by judgment or court order shall no wise affect any other provisions which shall remain in full and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration 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 Lot subject to this Declaration, their respective, legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Amended Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of Ten (10) years.

The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) fifty-one percent (51%) of the Lot Owners. Any amendment must be properly recorded. Agreement of the required majority of Lot owners to any amendment of this Amended and Restated Declaration shall be evidenced by their execution of the amendment, or ratifications thereof, and the same shall become effective when a copy of the amendment is recorded together with a certification, signed by the principal officer of the association, that the requisite majority of the Lot owners signed the amendment or ratifications thereof. However, anything to the contrary contained herein notwithstanding the covenants contained in Articles I, II, III, IV and IX shall not be amended at any time or vacated without the written approval of the Director of County Development for Fairfax County, Virginia or its successor.

~~Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration, provided, however, that said approval shall be required only in the event FHA/VA shall have insured a first trust loan on a residence lot in Kingston Chase and the proceeds of the loan shall have been used to acquire said residence lot from the Declarant annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions. Continued eligibility of Kingston Chase for FHA/VA financing shall be conditioned upon FHA/VA approval of any of the aforementioned actions.~~

Section 54. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean "deed or deeds of trust" where such security instruments are used in lieu of or instead of a mortgage or mortgages.

~~Section 6. Non applicability to Other Property. The covenants, conditions and restrictions set forth herein shall apply only to the property described in Schedule A attached hereto and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns.~~