

**FIRST AMENDMENT AND RESTATEMENT OF THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT AND RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment") is made on the 18th day of July 2017 on behalf of the Foxvale Farm Homeowners' Association ("Association").

WITNESSETH:

WHEREAS, this First Amendment was approved by at least 75% of the owners in the Association (as further attested to by the principal officer of the Association per Exhibit A) and does hereby amend and restate the Declaration of Covenants, Conditions and Restrictions originally recorded October 4, 1977 in Deed Book 4720, Page 66, et.seq., among the land records of Fairfax County, Virginia.

NOW, THEREFORE, this First Amendment will bind all of the Property described in the aforementioned Declaration and the Deed of Dedication recorded October 4, 1977 in Deed Book 4720, Page 28, et.seq., (Deed of Dedication) among the land records of Fairfax County, Virginia, and such other property as may from time to time be incorporated into the Property.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Foxvale Farm Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to any 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 3. "Properties" shall mean and refer to that certain real property described in the Declaration and Deed of Dedication hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

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.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner 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:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration, the Bylaws and its published rules and regulations (collectively "Governing Documents");
- (c) 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 Owners. No such dedication or transfer shall be effective

unless an instrument agreeing to such dedication or transfer signed by 2/3 of the Owners has been recorded.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his or her Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have one class of voting membership and each Lot shall be entitled to one vote. 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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, all costs, and all attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and 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 Board of Directors may offer incentives to Owners that agree to electronic/direct payment of assessments. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, including the failure of the successor in title to obtain a certificate which sets forth the unpaid assessments pursuant to the Virginia Property Owners Association Act.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the property values, recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment.

(a) The maximum annual assessment for any Lot may be increased each year not more than 10% above the maximum assessment for the previous year for that Lot without a vote of the membership.

(b) The maximum annual assessment for any Lot may be increased above 10% by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy.

(c) The Board of Directors of the Association may fix the annual assessment of any Lot at an amount not in excess of the maximum for that Lot.

Section 4. 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, provided that any such

assessment shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3(b) and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 20 days nor more than 50 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 shall constitute a quorum. If the required quorum is not present, a second 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 more than 60 days following the preceding meeting.

Section 6. Uniform Rates of Assessment. Annual and special assessments shall be fixed at a uniform rate for all Lots.

Section 7. Annual Assessments: Due Dates. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board. The Board of Directors of the Association shall endeavor to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the fiscal year. Written notice of the annual assessment shall be sent to every Owner. The Board may set due dates for payments of the annual or special assessment. 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. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment, including annual or special assessments, not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Board shall also have the power to adopt a late fee for an unpaid installment and may do so by resolution. The Association may bring an action at law against the Owner personally obligated to pay the same and/or file and foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. 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 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.

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 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 composed of three (3) or more

representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty-five business (35) days after a complete (to be determined by the Board or its designated committee) set 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.

ARTICLE VI

USE OF TECHNOLOGY

Any notice required to be sent or received or any signature, vote, consent or approval required to be obtained under the Governing Documents or the Virginia Property Owners' Association Act may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. Use of email and telefax for notices is a generally accepted business practice.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 (including monetary charges pursuant to the authority in the Property Owners Association Act) now or hereafter imposed by the provisions of this Declaration. Failure by the Association 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended by an instrument signed by or consented to by not less than the Owners of seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the Owners.

FOXVALE FARM HOMEOWNERS' ASSOCIATION

By: [Signature]
Thomas Hixon, President

STATE OF Virginia :
COUNTY OF Fairfax :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Thomas Hixon, whose name is signed to the foregoing First Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions dated the eighteenth day of July, 2017, has acknowledged the same before me in my county aforesaid.

Given under my hand this 9th day of August, 2017.

[Signature]
Notary Public



AIDAN KYLE WHITEHOUSE
NOTARY PUBLIC 320883
COMMONWEALTH OF VIRGINIA

MY COMMISSION EXPIRES AUGUST 31, 2018

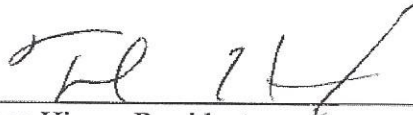
Aidan Whitehouse
Printed Name

320883
Registration Number

EXHIBIT A

OFFICER'S CERTIFICATION

I, Thomas Hixon, President and principal officer of the Foxvale Farm Homeowners' Association, hereby certifies that more than 75% of the owners of Foxvale Farm Homeowners' Association have ratified and approved of the First Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions to which this certification is Exhibit A.



Thomas Hixon, President

STATE OF Virginia :
COUNTY OF Fairfax :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Thomas Hixon, whose name is signed to the foregoing Officers Certification has acknowledged the same before me in my county aforesaid.

Given under my hand this 9th day of August, 2017.



Notary Public



AIDAN KYLE WHITEHOUSE
NOTARY PUBLIC 320883
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUGUST 31, 2018

Aidan Whitehouse
Printed Name

320883

Registration Number

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08/15/2017

RECORDED FAIRFAX CO VA
TESTE: J. Perry
CLERK