

Fairfax County Circuit Court

CPAN Cover Sheet v2.0

Instruments

DECLARATION MODIFICATION

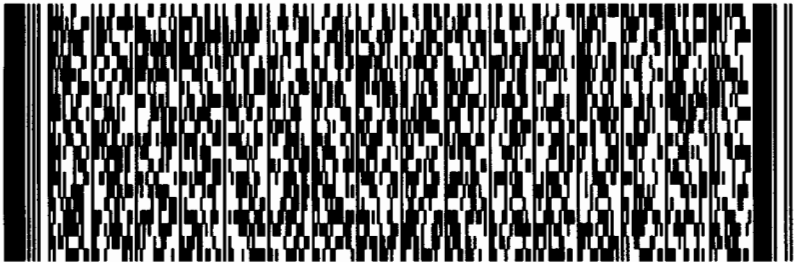
Grantor(s)

TERRA GRANDE COMMUNITY ASSOCIATION_F_N

Grantee(s)

TERRA GRANDE COMMUNITY ASSOCIATION_F_N

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|-----------------|----|------------------|--------------------|
| Consideration | | Consideration % | 100 |
| Tax Exemption | | Amount Not Taxed | |
| DEM Number | | Tax Map Number | 099-3- -02- -0000- |
| Original Book | | Original Page | |
| Title Company | | Title Case | |
| Property Descr. | | | |
| Certified | No | Copies | 0 |
| | | Page Range | |



Return to: Laurie L. Dolson, P.C.
Box 191, Judicial Center

Prepared by: Terra Grande Community Association
Tax Map No. 099-3-02-0000

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TERRA GRANDE COMMUNITY ASSOCIATION

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Amended and Restated Declaration" or "Declaration") is made this 24th day of September, 2013, by the Terra Grande Community Association (the "Association").

WHEREAS, Section 1 of the Terra Grande Subdivision was made subject to the Declaration of Covenants, Conditions and Restrictions for Section 2 of the Terra Grande Subdivision, by instrument recorded in Deed Book 5439, at Page 1690, as amended in Deed Book 5597, at Page 1236; and

WHEREAS, Section 2 of the Terra Grande Subdivision is subject to a Declaration of Covenants, Conditions and Restrictions, by Schedule B to the instrument recorded in Deed Book 5439, at Page 1702, among the land records of Fairfax County; and

WHEREAS, Section 3 of the Terra Grande Subdivision is subject to a Declaration of Covenants, Conditions and Restrictions, by Schedule B to the instrument recorded in Deed Book 5439, at Page 1756, among the land records of Fairfax County; and

WHEREAS, Section 4 of the Terra Grande Subdivision is subject to a Declaration of Covenants, Conditions and Restrictions, by Schedule B to the instrument recorded in Deed Book 5193, at Page 723, among the land records of Fairfax County; and

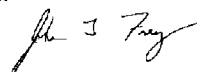
WHEREAS, Article XII, Section 3, of each of the above described Declarations of Covenants, Conditions and Restrictions provides that any amendment to the respective three Declarations must have the assent of seventy-five percent (75%) of the votes of the Lot owners at a meeting duly called for this purpose; and

WHEREAS, it is the intention of the Association to amend and restate each of the three Declarations applicable to Sections 1-4 of the Terra Grande Subdivision, and to merge all three Declarations into one amended and restated instrument; and replace in their entirety the three Declarations described above, and;

Grantor: TERRA GRANDE COM
DateTime: 03/05/2014 14:16:05
Book/Page: 23574/0952
Recorded in FAIRFAX CIRCUIT COURT

Grantee: TERRA GRANDE COM
Instrument: 2014005027.001
of Pages: 39

TESTE: JOHN T. FREY



WHEREAS, this Amended and Restated Declaration was approved by more than 75% of the votes at a duly called meeting of the Owners of Lots in Sections 1 and 2 of the Terra Grande Subdivision; and this Amended and Restated Declaration was approved by more than 75% of the votes at a duly called meeting of the Owners of Lots in Section 3 of the Terra Grande Subdivision; and this Amended and Restated Declaration was approved by more than 75% of the votes at a duly called meeting of the Owners of Lots in Section 4 of the Terra Grande Subdivision;

NOW THEREFORE, the three Declarations applicable to Sections 1-4 of the Terra Grande Subdivision are hereby replaced in their entirety by the following terms of this Amended and Restated Declaration; and

The requisite majority of Lot Owners in the Terra Grande Subdivision, hereby covenant and declare as evidenced by their signatures on "Exhibit A," which is attached hereto, and made a part hereof, that the Properties are hereby subjected to this Amended and Restated Declaration, as well as any other real property that may be in the future subjected to the provisions of this Amended and Restated Declaration, and the Properties shall be held, conveyed, acquired and occupied subject to the terms and provisions set forth in this Amended and Restated Declaration, for the purpose of enhancing the value, desirability and attractiveness of the community, all of which shall run with the land and bind and inure to the benefit of all persons or entities who now have or hereafter may acquire any right, title, or interest in or to any Lot.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration, or in any amendment to this Declaration, shall (unless the context clearly indicates otherwise) have the following meanings:

Section 1. "Association" shall mean and refer to Terra Grande Community Association, a Virginia nonstock corporation, its successors and assigns.

Section 2. "Board of Directors" means the executive body of the Association, or a committee which is exercising the power of the executive body by resolution or bylaw.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Homeowner" or "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 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, with the exception of the Common Area and areas dedicated for public use.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Mortgagee" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area and who has notified the Association of this fact.

Section 8. "Properties" shall mean and refer to all Lots and Common Area parcels, as shown on subdivision plats recorded among the land records of Fairfax County, Virginia, in the instruments described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds ($\frac{2}{3}$) of the Homeowners at a meeting duly called for this purpose, written notice of which shall be sent to all Homeowners, not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of all Homeowners shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum of such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum

of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Homeowners are not present in person or by proxy, Homeowners not present may give their written assent to the action taken thereat.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee 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 holding an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership in the Association. A Mortgagee in possession of a Lot shall be entitled to exercise the Homeowner's rights in the Association with regard thereto.

ARTICLE IV

VOTING RIGHTS

The Association Members shall be all those Homeowners as defined herein. Homeowners shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such 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.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members Easements of Enjoyment. Every Homeowner shall have a right and easement of enjoyment in and to the Common Area and such easement 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 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 limit the number of guests of Homeowners at any such recreational facility;

(c) The right of the Association, in accordance with the Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with the assent of more than two-thirds (2/3) of all Homeowners, to mortgage the property, subject to this Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by the lien or liens of the deed or deeds of trust securing improvements on Association property, provided that any such mortgage of the Common Area must state that it is subject to this Declaration, and the easement of enjoyment created hereby, and shall not be in conflict with its designation as "open space";

(d) The right of the Association to suspend the voting rights, and right to the use of any Common Area and any recreational facilities constructed on the Common Area, of any Homeowners for any period during which any assessment against their Lot remains unpaid. In addition, for any infraction of the Association's published rules and regulations, the aforementioned rights may be suspended for a period not to exceed sixty (60) days;

(e) The right of the Association at any time and consistent with the then existing zoning ordinance of Fairfax County and its designation as "open space," or upon dissolution 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, provided that any such dedication or transfer shall have the assent of more than two-thirds (2/3) of all Homeowners who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Homeowners not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the Association's Board of Directors shall execute the necessary documents.

(f) The right of the Association to grant any public utility, with or without payment of damages to the Association, and consistent with the "open space" designation thereof, easements for the construction, reconstruction, installation, repair, and/or necessary maintenance of utility lines through or over any portion of the Common Areas. The foregoing shall not be construed,

however, to permit any such public utility to acquire or damage any improvements situated thereon which would otherwise be deemed to be part of the realty, without the payment of damages, including severance or resulting damages, if any to the Association, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in the Commonwealth of Virginia.

(g) The right of the Association to lease Common Area, provided however that such lease(s) shall:

- i. Give preference to any Homeowner of the Association with regard to membership and use of facilities,
- ii. Prohibit assignment and subleasing,
- iii. Require approval by the Association of uses, which must be in accordance with this Declaration,
- iv. Be consistent with the then existing ordinances of Fairfax County, and
- v. Be consistent with the general space designation thereof.

Section 2. Delegation of Use. Homeowners may delegate, in accordance with the Association's governing documents, their right of enjoyment in the Common Area and facilities to the members of their family and tenants who reside on the Homeowner's Lot.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. A Homeowner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments and any associated charges, and
- (b) Special assessments for capital improvements, or other specified items, such assessments to be fixed, established and collected from time to time as hereinafter provided.
- (c) The annual and special assessments, together with such interest thereon, late fees and cost of collection thereof, as hereinafter provided, 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 such interest, late fees, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the Homeowner of such Lot at the time when the assessment fell due.

Section 2. Liability for Assessments. No Homeowner may waive or otherwise escape liability for assessments levied by the Association by non-use of the Common Area, or Common Area facilities, or programs offered by the Association, or abandonment of his or her Lot. In case of voluntary conveyance, the seller and the purchaser shall be liable, jointly and severally, for any unpaid assessments outstanding at the time of conveyance.

Section 3. Effect of Sale or Transfer of Lot. The sale or transfer of any Lot shall not affect the lien of assessments that accrued prior to the date of such sale or transfer. The sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not extinguish the personal liability of the Homeowner for such unpaid assessments. Mortgage foreclosure shall not extinguish a pro-rata assessment due for the remainder of the fiscal year from the date of a foreclosure.

Section 4. 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, and in particular for the payment of taxes and improvements, and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, for necessary operating funds, and to otherwise meet any and all obligations of the Association, established by this Declaration and the Association's other governing documents, and by federal, state or local law.

Section 5. Basis and Maximum of Annual Assessments.

(a) The maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (All Items Index) for the Washington, D.C. standard metropolitan area (published by the

Department of Labor, Washington, D.C.) for the year ending the preceding July 1, or five percent (5%), whichever is greater.

(b) The maximum annual assessment may be increased above that established by subparagraph (a) above by a vote of the Homeowners for the next succeeding three (3) years, and thereafter for each succeeding period of three (3) years, provided that any such change shall have the assent by a vote of more than two-thirds (2/3) of all Homeowners who are voting, in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Homeowners not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting setting forth the purpose of the meeting.

(c) After consideration of current maintenance costs and further needs of the Association, the Association's Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 6. Special Assessments. 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 or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto, or for any other specified purpose, provided that any such assessment shall have the assent of more than two-thirds (2/3) of the votes of Homeowners who are voting, in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Homeowners, not less than thirty (30) days nor more than sixty (60) days, in advance of the meeting setting forth the purpose of the meeting.

Section 7. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

Section 8. Quorum for any Action Authorized under Sections 5 and 6. At the first meeting called, as provided in Sections 5 and 6 herein, the presence at the meeting of Homeowners or proxies entitled to cast sixty (60%) percent of all of the votes of Homeowners shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements as set forth in Sections 5 and 6, and the

required quorum at any such subsequent meeting shall be one-half (1/2) of required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of February of each 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 Homeowner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer or director of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Remedies of the Association in the Event of Default. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the simple interest rate of eight (8%) percent per annum. The Association in its discretion may:

(a) Impose a late fee after an assessment payment is more than 30 days overdue, in an amount not less than \$15.00 to be fixed from time to time by resolution of the Board of Directors;

(b) Accelerate the required payment date of the entire remaining annual assessment; and/or

(c) Bring an action at law against the Homeowner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, late fees, costs of collection and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The delinquent Homeowner shall be personally responsible for reasonable attorney's fees and costs whether or not any judicial proceedings are filed.

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; and
- (b) The Common Area.

ARTICLE VII

RESTRICTIVE COVENANTS

Section 1. All Lots in the community shall be known and described as residential Lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single-family dwelling, not to exceed two and one-half stories in height, with a private garage for no more than two cars.

Section 2. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Home Offices or Home Businesses. No Lot shall ever be used for any business, commercial, manufacturing, mercantile, storage, vending, sales, or other non-residential purpose, provided, however, a Homeowner may maintain an office or home business in the Unit if: (i) such office or home business is operated by the Homeowner or a member of the Homeowner's household residing in the Lot; (ii) there are no displays or signs indicating that the Lot is being used other than as a residence; (iii) such office or business does not generate significant traffic or parking usage (as determined by the Board of Directors) by clients, customers, or other persons related to the business; (iv) no equipment or other items related to the business are stored, parked or otherwise kept on the Common Area; (v) such Homeowner has obtained any required approvals for such use from any appropriate state and local governmental agencies; and (vi) the activity is consistent with the residential nature of the community and complies with state law and local ordinances.

Section 4. Solar Energy Collection Devices (Solar Panels). Roof-mounted solar panels will generally be considered acceptable, provided the Homeowner receives permission from the Architectural Review Committee prior to installation.

Section 5. Storm doors and storm windows may be installed or replaced, subject to approval of the Architectural Review Committee, provided they meet the standards of color, style and architecture.

Section 6. No structure or addition to be a structure shall be erected, placed, altered or externally improved on any Lot until the plan and specifications, including elevation, material, color, and texture, and a site plan showing the location of the improvement, with grading modifications shall be filed with and approved in writing by the Architectural Review Committee. No alterations, additions, or improvements shall be made to any garage which would defeat the purpose for which it was intended. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway, or common driveway to any of the aforementioned. No temporary building shall be maintained on any Lot without the approval of the Architectural Review Committee. Obtaining a building permit from Fairfax County does not relieve the Homeowner of the need to seek approval from the Architectural Review Committee. The Board of Directors shall have the authority to establish and adopt architectural standards to preserve the natural beauty of the community, to guard against the construction and installation of undesirably designed or proportioned structures and structures built of undesirable and unsuitable materials, to obtain harmonious color schemes, to secure and maintain proper setbacks from the streets and adequate free space between structures, and, in general, to provide adequately for a high type and quality of improvements on the Properties, and thereby to enhance the value of the Lots in the community. Following approval, the following standards shall be met:

(a) A Fairfax County building permit, if required, shall be obtained.

(b) Structures shall blend with the character of the community in color, style, and architecture (e.g., storm doors and windows shall be color coordinated with the existing house trim).

(c) Structures shall be structurally sound.

(d) Temporary structures shall not be clearly visible from the front of the house.

Section 7. All fences or enclosures shall be approved by the Architectural Review Committee as to location, material, and design. Any fence or wall built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

(a) Fairfax County permits shall be obtained if required. Enclosures shall be permanently installed using acceptable construction standards.

(b) Fences will not extend forward of the front line of the house, will be installed with the finished side out and exposed to the public view, and will not exceed six (6) feet in height. A corner Lot has faces on two streets, and this rule applies to both faces. In addition to the "front" face of the house, the fence on the side street shall start at the back corner of the house and run parallel to the side street.

(c) Fence pickets and posts shall be vertical.

(d) Fences shall be constructed principally of either wood or vinyl. Vinyl fences shall have the highest quality UV and weather protection.

(e) Chain link fences or free standing wire-mesh type fences are strictly prohibited.

Section 8. All Lots and improvements thereon shall be maintained in good order and repair and in a neat and attractive manner so as not to detract from the appearance of the community, including but not limited to, the seeding, watering and mowing of all lawns, pruning and cutting of shrubbery and trees, and the painting or other external care of all improvements, all in a manner and with such frequency as is consistent with good property management.

(a) Siding, trim, gutters, and shutters shall be kept in good repair, including paint. Any change in colors must be approved by the Architectural Review Committee. No approval is required if the paint color remains the same.

(b) Lawns shall be kept mowed during the growing season, and grass may not be taller than nine (9) inches.

(c) Compost piles, firewood stacks, and construction materials shall be maintained in an orderly manner and must not be clearly visible from the front of the house. Deliveries of

firewood, mulch, or other landscaping materials which are unloaded and visible to the front of the house shall be removed from sight within 72 hours.

(d) Landscape timbers, bricks, and stones shall blend with the character of the community in color, style, and architecture.

Section 9. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanently.

Section 10. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than one square foot, and except as follows:

(a) Real estate signs advertising the sale, rental or lease of a premise or part of the premises on which the signs are displayed. Such signs shall not exceed a total area of four (4) square feet. Such signs shall not exceed one (1) in number per property, except that there may be two (2) such signs on a corner Lot. Such signs shall be removed within seven (7) days of settlement, rental, or lease.

(b) Nothing in this section will be deemed to prohibit directional signs to properties which are for sale, provided that permission is obtained by the Homeowner prior to placing a sign on a private Lot. Any directional sign(s) placed in the traffic circle at the intersection of Terra Grande Avenue and Woodstown Drive shall not exceed 30 inches in height, and shall not be more than 24 inches away from the road sign post at the center of the circle.

(c) A temporary political sign may be displayed and shall be in accordance with the Fairfax County Zoning Ordinance Article 12, Part 1, Section 12-103, 3. L. (1) - (7), as it may be amended. Only one (1) temporary political campaign sign may be displayed on one Lot, no more than seventy-five (75) days prior to the nomination, election, or referendum, and shall be removed within fifteen (15) days after the nomination, election, or referendum. The sign should be no larger than four (4) square feet in size.

(d) Temporary home improvement signs may be displayed. Any such sign may identify the contractor, architect, or firm involved with the home improvement, but shall not include any advertisement of any product. Such sign shall be located on the Lot of the dwelling unit with the home improvement, shall not exceed a total area of four (4) square feet and a maximum height of

three and one-half (3 1/2) feet, shall be limited to one (1) in number per dwelling unit, and may be freestanding. No such sign shall be displayed prior to commencement of the on-site home improvement work, and such sign shall be removed within seven (7) days after the home improvement is complete. However, in no event shall such sign be displayed for a period in excess of three (3) months.

Section 11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that two dogs, two cats or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.

(a) Owners of pets shall comply with Fairfax County leash laws. Compliance with all other animal control laws is required. Residents are required to clean up after their pet(s) and immediately remove any pet waste left by their pets anywhere in the community.

(b) Dogs that are vicious or threatening to other residents or their families are prohibited. The Association will attempt to identify the owner of the animal. If the owner can be identified, the Association will communicate a warning, in writing, that the animal has been found not in compliance. Following a second occurrence within a one (1) year period, the Association has the right, following a hearing, to order that the animal be removed from the community.

(c) Doghouses, other pet structures, and the grounds around them, shall be kept neat, attractive, and clean.

Section 12. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only 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. Trash, recycling, and garbage receptacles shall not be stored where they are visible from the front of house. Trash and recycle containers shall not be placed on the curb for pickup prior to 6:00 p.m. on the evening before the scheduled pickup. They shall be removed by 8:00 p.m. on the day of pickup.

Section 13. No exterior television or radio antenna that exceeds one meter (39.37") in diameter, including a satellite dish of any sort, used to receive video programming, or to receive and transmit fixed wireless signals shall be erected or maintained on any Lot. Any antenna

masts that extend more than 12 feet above the roofline and antennas posing safety hazards are prohibited.

Section 14. Easements for installation and maintenance of utilities, including sanitary and storm sewer lines, are reserved over the side and rear five feet of each Lot and over any portion of the Common Area.

(a) The Association reserves the right to grant right-of-access to Fairfax County and utility companies for ingress to and egress from easement areas, including, but not limited to Fairfax County Storm Management and Virginia Dominion Power, which use easement paths for periodic maintenance of dams and power lines.

(b) Residents are prohibited from dumping trash and yard waste in easement areas.

(c) Residents are prohibited from driving vehicles and ATVs on these paths.

(d) Residents are prohibited from trespassing in the dam areas located on any of the Association's Common Areas.

Section 15. No commercial vehicles, junk vehicles, and recreational vehicles (including boats) shall be maintained or parked permanently within the boundaries of the subdivision; no motorized vehicle may be used or maintained on the yards or sidewalks of a Lot or Common Area; and no unlicensed vehicles are allowed on the Property, except as follows. The Board of Directors shall have the right to tow any improperly parked vehicle, or it may tow any vehicle kept or parked on any Lot or Common Area in violation of this Declaration, upon forty-eight (48) hours' notice posted on the vehicle.

(a) "Commercial Vehicle" shall include: (i) any solid waste collection vehicle, tractor, truck or tractor truck/semi-trailer, or tractor truck/trailer combination, dump truck, concrete mixer truck, towing and recovery vehicle, with a registered gross weight of 12,000 pounds or more, and any heavy construction equipment, whether located on the highway or on a truck, trailer, or semi-trailer; (ii) any trailer, semi-trailer, or other vehicle in which food or beverages are stored or sold; (iii) any trailer or semi-trailer used for transporting landscaping or lawn-care equipment, whether or not such trailer or semi-trailer is attached to another vehicle; (iv) any vehicle with "For Hire," or Dealer (either in-state or out-of-state) plates; and (v) any vehicle licensed by the Commonwealth for use as a common or contract carrier or as a limousine. In

addition the following are considered commercial vehicles: any vehicle that the owner uses primarily for commercial practices and activities -- for example, any specialized car, van, or truck used for or to advertise a business or service (be it a profit, non-profit, or not-for-profit organization). Specialization includes, but is not limited to, signs, ladders, ladder racks, extended hitches, and hydraulic lifts, oversized tool boxes, welding equipment, and towing mechanisms. The provisions of this Declaration prohibiting the parking of commercial vehicles on the Lots and Common Areas shall not apply when any such commercial vehicle is picking up or discharging passengers, or when it is temporarily parked pursuant to the performance of work or service at a particular location.

(b) "Junk Vehicle" shall be defined as any motor vehicle, trailer or semi-trailer that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals are removed, destroyed, damaged, or deteriorated. Junk vehicles also include those vehicles parked within boundaries of the community for a period of four (4) days or more which do not have valid license plates. Vehicles must also have a valid inspection sticker and current state license plates. Noncompliant vehicles shall not be allowed to remain in public view beyond the four (4) day period.

(c) "Recreational Vehicles" shall include, but are not limited to, motor vehicles that are intended for leisure activities, motorized self-propelled motor homes, recreational motor homes, or other recreational vehicles, boats, boating equipment, travel trailers, camping vehicles or camping equipment. Travel trailers and small boats may be stored in the rear yard of a Lot behind a privacy fence, provided that the trailer or boat is not visible from the street, and provided that the Lot Owner obtains written permission from the Board of Directors. The Board of Directors may impose any reasonable conditions and restrictions as to the nature, dimensions, and materials of any privacy fence, so as to limit the impact on the surrounding Lots and Common Areas.

Section 16. Drying of any wet clothes or airing of any garment or bedding shall be permitted to be done outside of the house located on any Lot in the subdivision within the rear yard area only, but shall not be visible from the front of the house.

Section 17. Invalidation of any one or more of the covenants set forth herein (or part thereof) by judgment or court order shall not affect any of the other covenants set forth herein which shall remain in full force and effect.

Section 18. The Association or any Homeowner 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 Amended and Restated Declaration of Covenants, Conditions and Restrictions. Failure by the Association or by any Homeowner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 19. The Board of Directors may appoint an Architectural Review Committee consisting of three or more persons. All current members of the Association Board of Directors are eligible to serve as members of the Architectural Review Committee. No project shall be commenced until approval of the Architectural Review Committee has been obtained. Failure of the Committee to approve or disapprove a request within thirty (30) days shall be construed as Committee approval of the request.

ARTICLE VIII COMMON DRIVEWAYS

Section 1. Restrictions.

(a) "Common Driveways" and "Pipestem" shall be defined as any privately-owned thoroughfare built and maintained by Homeowners using and sharing the thoroughfare. To allow easy access for emergency vehicles, parking is prohibited on these Common Driveways. Care and maintenance of each common driveway is the collective and equal responsibility of the Homeowners whose properties are accessed from that Common Driveway.

(b) "Affected Lots" shall be the Lots encumbered by and/or served by a Common Driveway.

(c) Common Driveways shall be used for the purpose of ingress and egress to the Affected Lots served by the individual Ingress and Egress Easements, for governmental and other emergency vehicle ingress and egress, and for construction and maintenance of utilities.

(d) No act shall be performed by any Homeowner, their tenants, guests, or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other authorized Lot in and to the Common Driveway of an Affected Lot.

(e) There shall be no parking within Common Driveways at any time except for delivery and/or emergency vehicles, unless all Homeowners of the affected Lots pertaining thereto shall agree upon other parking limitations.

Section 2. Damage or Destruction to the Common Driveways. In the event that any Common Driveway is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) Through the act of the Homeowner or any of their agents, or guests, or members of the household (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Homeowner to rebuild and repair the Common Driveway without cost to the other Homeowners of Affected Lots adjoining that Common Driveway.

(b) Other than by the act of the Homeowner, their agent, guest or members of the household, it shall be the obligation of all owners of Affected Lots for that Common Driveway to rebuild and repair such Common Driveway at their joint and equal expense. To this end, the Homeowners of the Affected Lots for a Common Driveway shall assess themselves periodic dues which shall be used to defray the costs of said rebuilding and repair. Any lien arising out of an assessment for repair or maintenance of Common Driveways shall be subordinate to the lien of any first or second deed of trust or mortgage.

(c) In the event of any dispute arising concerning the use, repair and maintenance of the Common Driveways as set forth herein, which cannot be resolved by the Homeowners, the parties to such dispute shall use good faith efforts to resolve any such dispute by mediation, prior to initiating any appropriate legal action. The mediation shall be in accordance with Section 55-515C of the Virginia Property Owners' Association Act, as it may be amended from time to time.

ARTICLE IX

EASEMENTS

Section 1. There is hereby granted a blanket easement to the Association, its Board of Directors, officers, agents, employees, any Manager employed by or on behalf of the Association, and to all policemen, fireman, ambulance personnel and all similar persons to enter upon the Properties, in the event of emergencies and in performance of governmental functions.

Section 2. The rights accompanying the easements provided by Section 1 of this Article shall be exercised only during reasonable daylight hours and then whenever practicable only after advance notice to, and with the permission of, any Homeowner or tenant directly affected thereby during an emergency situation or a governmental function, and for the Association to carry out any of its responsibilities under the terms of this Declaration or as required by law.

ARTICLE X

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Association shall have the following powers and duties which may be exercised at its discretion:

(a) To enforce any or all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Properties. Provided that nothing contained herein shall be deemed to prevent the Homeowner of any Lot from enforcing any building restrictions in his own name; the right of enforcement shall not serve to prevent such changes, releases or modifications of the restrictions or reservations placed upon any part of the Properties by any party having the right to make such changes, releases or modifications in the deeds, contracts, declarations or plats in which such restrictions or reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. The expense and costs of any enforcement proceedings initiated by the Association shall be paid out of the general fund of the Association, as provided for herein.

(b) To provide such lights as the Association may deem advisable on streets and for the maintenance of any and all improvements, structures or facilities which may exist or be erected from time to time on any Common Area.

(c) To use the Common Area and any improvements, structures or facilities erected thereon subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use.

(d) To mow and re-sow the grass and to care for, spray, trim, protect, plant and replant trees and shrubs growing on the Common Area and to pick up and remove from the common property and area all loose material, rubbish, filth, and accumulations of debris, and to do any other things necessary in the judgment of the Association to keep the Common Areas in neat appearance and in good order.

(e) To exercise all rights and control over any easements which the Association may from time to time acquire, including, but not limited to, those easements specifically reserved to the Association in Article IX hereof.

(f) To create, grant and convey easements upon, across, over and under all the Association properties including, but not limited to, easements for the installation, replacement, repair and maintenance of utility lines serving Lots in the subdivision.

(g) To employ counsel and institute such suits as the Association may deem necessary and to defend suits brought against the Association.

(h) To employ from time to time such agents, servants and laborers as the Association may deem necessary in order to exercise the powers, rights and privileges granted it and to make contracts.

(i) The Association may establish reasonable restrictions as to the time, place and manner of the operation of a home-based business.

Section 2. Mandatory Powers and Duties. The Association shall exercise the following rights, powers and duties:

(a) To accept title to the Common Area and to hold and administer the common property for the benefit and enjoyment of the Owners and occupiers of Lots in the subdivision. The purpose of this provision is to impose on the Association the obligation to accept title to any

Common Area and to hold and maintain the same for the benefit of Owners and occupiers of Lots in the Terra Grande Subdivision.

(b) To make and enforce regulations governing the use of Common Areas and concerning any other matters within the jurisdiction of the Association as authorized by its governing documents and by law. Should any current or future provision of the Virginia Property Owners' Association Act, or other applicable laws or regulations, enable, authorize or require a property owners' association to take certain actions, the Association's Board of Directors may implement any rules, regulations or policies necessary to comply with such laws or regulations.

(c) To provide for the maintenance, preservation and architectural control of the residential Lots and Common Area within the community.

(d) To promote the health, safety, and welfare of the residents within the community.

(e) To collect and disburse the Assessments and charges authorized by Article VI, of the Declaration of Covenants, Conditions and Restrictions.

(f) To exercise all powers needed to carry out the purposes of the Association which are enabled by law or the governing documents of the Association, and which are not specifically reserved to the Members.

(g) To exercise the power to establish, adopt, and enforce rules and regulations with respect to use of the Common Areas and with respect to such other areas of responsibility assigned to the Association by the Declaration of Covenants, Conditions and Restrictions; and

(h) To establish and maintain due process procedures in connection with the assessment of charges for violations of the Declaration and other rules, regulations, and policies of the Association, and in connection with the suspension of rights as set forth in Article V, Section 1(d) of this Declaration and as otherwise authorized by Section 55-513 of the Property Owners' Association Act, as it may be amended from time to time, or such other applicable provisions of Virginia law or regulations.

(i) The Board of Directors shall establish and adopt any and all rules and regulations governing Association complaint procedures or other matters as may be necessary to comply with Section 55-530 of the Code of Virginia, as it may be amended, from time to time, and with any regulations of the Virginia Common Interest Community Board as they may be promulgated from time to time.

ARTICLE XI
RIGHTS OF MORTGAGEE

All Mortgagees shall have the following rights:

Section 1. A Mortgagee, upon request, will be given written notification from the Association of any default in the performance by the Homeowner of the Lot relating to the mortgage owned by the Mortgagee of any obligation under the Declaration or related Association documents, which is not cured within sixty (60) days.

Section 2. Any Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage, or foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of the title to the Lot by the Mortgagee.

Section 3. A Mortgagee shall have the right to examine the reports and records that are normally included with disclosure packets with regard to the Association.

Section 4. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 5. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area. Such insurance policy shall contain a severability of interest clause or endorsement, which shall preclude the insurer from denying the claim of a Homeowner because of negligent acts of the Association or other Homeowners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use.

Section 6. Provided that improvements have been constructed in the Common Area, and provided that a Mortgagee gives notice to the Association that it has relied on the value of the improvements in making a loan on the Properties, then such Mortgagee shall be further entitled to the following rights:

(a) Unless three-fourths (3/4) of the Mortgagees have given their prior written approval the Association shall not:

- i. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or other property owned by the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of the clause.
- ii. Change the method of determining assessments.
- iii. By act or omission change, waive or abandon the architectural controls or imposition thereof established by this Declaration.
- iv. Fail to maintain fire and extended coverage on insurable parts of the Common Area or other the Association property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs, not including land value of the improvements.
- v. Use hazard insurance proceeds for losses to the Common Area or other the Association property for other than the repair, replacement, or reconstruction of such property.

(b) A Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The Mortgagee or Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

(c) The assessments imposed by the Association shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Areas which may be replaced or require maintenance on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

(d) Association shall cause the immediate repair, reconstruction or renovation of any damage to the Common Area or Association property unless a decision not to repair, reconstruct or renovate is approved by all Mortgagees.

(e) In the event that there is a condemnation of the Common Area or other Association property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation.

(f) Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds shall be added to the general operating funds of the Association to be used for the maintenance, repairs or improvements of the Common Area, or for such other purpose of the Association, consistent with its governing documents. In the discretion of the Board of Directors, any excess proceeds may be deposited in the Association's reserve funds, in accordance with law.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Homeowner, shall have the right to enforce, by a 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 or by any Homeowner to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or a Homeowner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or any Homeowner pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration, or at law or in equity.

Section 2. Other Sanctions. In accordance with applicable provisions of law and the Association's governing documents, the Board of Directors shall have the power to:

(a) Suspend a Member's right to use facilities or services offered by the Association for nonpayment of assessments, including, but not limited to, the power to suspend the use of the tennis court and any other recreational facilities of any member for any period during which any assessment against the Member's Lot remains unpaid.

(b) Assess charges against any member for any violation of the Declaration or rules or regulations for which the Member or his family members, tenants, guests or other invitees are responsible.

(c) If the Board of Directors exercises the remedies provided for in Section 55-513 of the Code of Virginia, or by such other applicable provisions of Virginia law or regulations, as they may be amended from time to time, then the Board of Directors shall comply with rules and regulations that it has established, consistent with law, governing the due process procedures and all other requirements of law related to the exercise of these remedies.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenant 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 Homeowner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, from the date this Declaration is approved and recorded. The covenants and restrictions of this Declaration may be amended in whole or in part, with the assent of seventy-five (75%) percent of the votes of the Homeowners, at a meeting duly called for this purpose, written notice of which shall be sent to all Homeowners not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting setting forth the purpose of the meeting. Any amendment must be properly executed and acknowledged by the Association in the manner required by law and recorded among the land records of Fairfax County, Virginia.

CERTIFICATION

I, Michael W. Everett, President and principal officer of Terra Grande Community Association, hereby certify that a Ratification of this Amended and Restated Declaration of Covenants, Conditions, and Restrictions has been signed by the required minimum of seventy-five percent (75%) of the total Lot Owners/Members who voted in person or by proxy, at a duly called meeting of members, to amend and restate each of the three Declarations described above, covering Sections 1-4 of the Terra Grande Subdivision; specifically, at least seventy-five percent (75%) of the votes of the Lot Owners/Members of Sections 1 and 2 combined, and at least seventy-five percent (75%) of the votes of the Lot Owners/Members of Section 3, and at least seventy-five percent (75%) of the votes of the Lot Owners/Members of Section 4 have signed the Ratification; and such Ratification has been attached to this instrument as "Exhibit A".

TERRA GRANDE COMMUNITY ASSOCIATION

Michael W. Everett
By: *Michael W. Everett*
President

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX, to wit:

SUBSCRIBED, SWORN AND ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid by MICHAEL W. EVERETT, President of Terra Grande Community Association, this 3rd day of FEBRUARY, 2014.

[Signature]
Notary Public

My Commission Expires: 30 SEPTEMBER 2014

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|--|
| ERIC SENGSTACK NOTARY PUBLIC COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES SEPT. 30, 2014 COMMISSION # 7334009 |
|--|

EXHIBIT A

RATIFICATION OF THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF TERRA GRANDE COMMUNITY
ASSOCIATION

The requisite majority of Lot Owners have approved and executed this AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as
evidenced below:


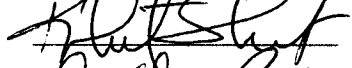
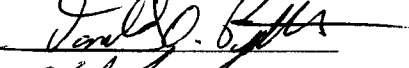
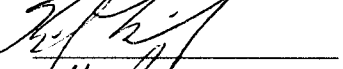
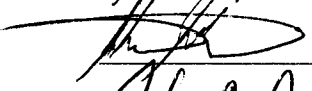


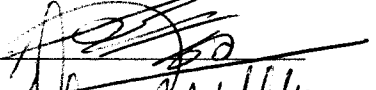
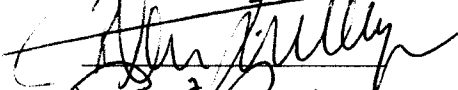

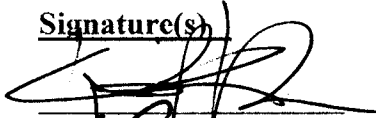
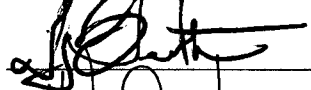
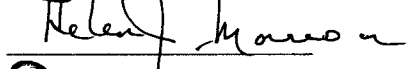
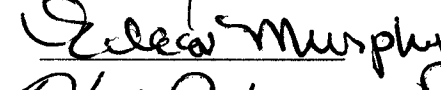

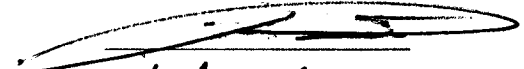
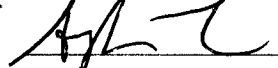

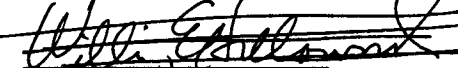

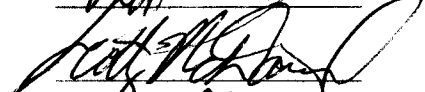

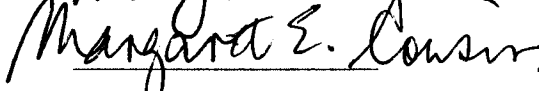
| <u>Lot #</u> | <u>Signature(s)</u> | <u>Printed Name(s)</u> |
|--------------|---|----------------------------|
| <u>35</u> |  | <u>GARY G. LYTTEK</u> |
| <u>88</u> |  | <u>Robert Short</u> |
| <u>33</u> |  | <u>DONALD O. PETTIT</u> |
| <u>41</u> |  | <u>Kirk Friedman</u> |
| <u>13</u> |  | <u>ANDREW MULVANEY</u> |
| <u>102</u> |  | <u>JOHN C. AUSTIN</u> |
| <u>27</u> |  | <u>Michael W. Everett</u> |
| <u>15</u> |  | <u>SAYED HASHIME</u> |
| <u>2</u> |  | <u>ELIAS GEORGE SOUAYA</u> |
| <u>18</u> |  | <u>Ramon Ramirez</u> |
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EXHIBIT A

RATIFICATION OF THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF TERRA GRANDE COMMUNITY
ASSOCIATION

The requisite majority of Lot Owners have approved and executed this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as evidenced below:

| <u>Lot #</u> | <u>Signature(s)</u> | <u>Printed Name(s)</u> |
|----------------|--|-------------------------------|
| 80 |  | CINDI K. BRYANT |
| 2 |  | Fred Beata |
| 119 |  | Helen Morrison |
| 55 |  | EILEEN MURPHY |
| 6 |  | Kent Petersen |
| 123 |  | Bev Shiner |
| 20 |  | Sophann Pa |
| 57 |  | BEV SHINER |
| 121 |  | William E. Cousins |
| 92 |  | Brandon Horne |
| 69 |  | Scotty McDaniel |
| 85 |  | MARY MORAN |
| 105 |  | MARGARET E. COUSINS |
| | | |
| | | |
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| | | |
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[illegible]

EXHIBIT A

| Lot # | Signature(s) | Printed Name(s) |
|-----------------------------------|--------------------------------|-----------------------------|
| 127 | <u>Paul Sillers</u> | <u>PAUL SILLERS</u> |
| 137 | <u>[Signature]</u> | <u>RICHARD G. MAHER</u> |
| 184 | <u>Dick H. Wong</u> | <u>Dick H. Wong</u> |
| 185 | [Signature] | JAMES R. HICKEL |
| 128 | <u>E. Chauncey Lavender II</u> | <u>E. CHAUNCEY LAVENDER</u> |
| 185 8302 <u>initia</u> | <u>[Signature]</u> | <u>Peter S. Tantor</u> |
| 141 8305 .. | <u>[Signature]</u> | <u>Peter S. Tantor</u> |
| 169 | <u>Wendy S. Hill</u> | <u>Wendy S. Hill</u> |
| 155 155 | <u>Anita G. Schnaidt</u> | <u>Anita Schnaidt</u> |
| 139 | <u>[Signature]</u> | <u>RICHARD G. GONZALES</u> |
| 157 | <u>Julia Albers</u> | <u>Julia Albers</u> |
| | [Signature] | [Signature] |
| 178 | <u>Nella Neary</u> | <u>Nella Neary</u> |
| 138 | <u>Marty Lazarte</u> | <u>MARTY LAZARTE</u> |
| 151 | <u>[Signature]</u> | <u>Craig Rakein</u> |
| 152 | <u>Thomas A. Morrison</u> | <u>Thomas A. Morrison</u> |
| 233 | <u>David L. Thomas</u> | <u>DAVID L. THOMAS</u> |

"Yes" Votes

EXHIBIT A

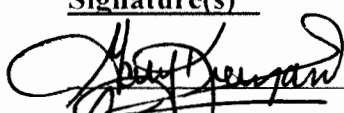
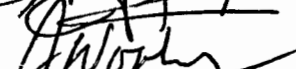
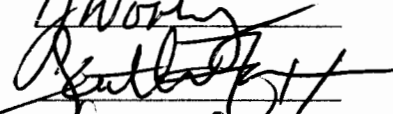
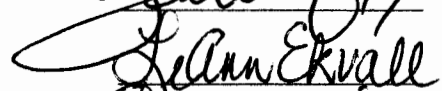
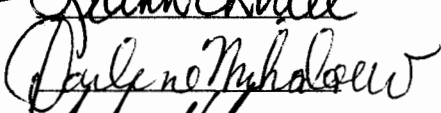
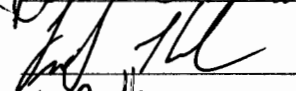
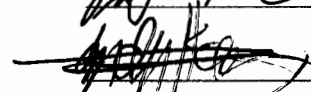
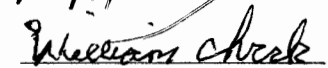
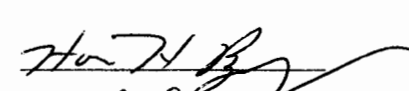
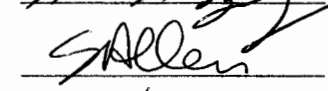
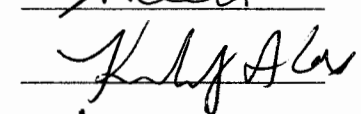

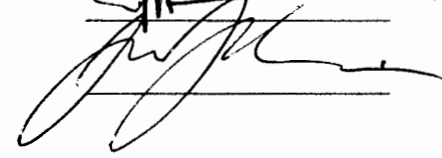
| Lot # | Signature(s) | Printed Name(s) |
|-------|---|---------------------------|
| 241 |  | GARY Kierdan |
| 240 |  | Jeff Woolsey |
| 228 |  | KEITH FOXX |
| 203 |  | LeAnn Ekvall |
| 201A |  | Darlene Mihalow |
| 208 |  | Timothy Kwak |
| |  | Brandon Harkey |
| 251 |  | William Chack |
| 214 |  | Harry H. Byerly |
| 247 |  | Sheila Allen |
| 192 |  | Kimberly A Cox |
| 212 |  | Elizabeth Adams-Tyler |
| 257 |  | Jewelyn Morris |
| | | |
| | | |
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EXHIBIT A
DIRECTED PROXY

Section 4
Lot # 2560

The undersigned Member of the **Terra Grande Community Association** does hereby appoint the following as my Proxy to act on my behalf at the Annual Meeting of Members to be held on September 24, 2013, at 6:30 p.m., at the Saratoga Elementary School, 8111 Northumberland Avenue, Springfield, VA 22153 or at any adjournments thereof. My Proxy named below shall have full authority to vote upon any and all matters that may be presented at the Meeting, as fully and with the same effect as if the undersigned had been present at the Meeting, except as directed below.

I hereby appoint as Proxy: (You may designate a member of the Board of Directors or another individual.)

Mike Everett,
Name President Address _____

EXPRESS INSTRUCTIONS:

I expressly direct and instruct my Proxy to vote regarding the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

☒ I hereby vote to approve the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.:

☐ I hereby vote to disapprove the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

I, the undersigned record owner of a lot in Terra Grande, have executed this Directed Proxy:

Jennife Renard Jennifer Renard 9/14/2013
Printed Name Signature of Member Date

Address: 7612 Glenville Ct.

THIS PROXY MUST BE EITHER MAILED TO THE TERRA GRANDE COMMUNITY ASSOCIATION AT P.O. BOX 416 NEWINGTON, VA 22122-0416 IN TIME TO BE RECEIVED BY 5 PM ON SEPTEMBER 22, 2013, OR IT MAY BE HAND DELIVERED TO ANY BOARD MEMBER IN TIME TO BE RECEIVED NOT LATER THAN THE START OF THE MEETING AT 6:30 PM ON SEPTEMBER 24, 2013.

EXHIBIT A
DIRECTED PROXY

Section 2
lot #52

The undersigned Member of the **Terra Grande Community Association** does hereby appoint the following as my Proxy to act on my behalf at the Annual Meeting of Members to be held on September 24, 2013, at 6:30 p.m., at the Saratoga Elementary School, 8111 Northumberland Avenue, Springfield, VA 22153 or at any adjournments thereof. My Proxy named below shall have full authority to vote upon any and all matters that may be presented at the Meeting, as fully and with the same effect as if the undersigned had been present at the Meeting, except as directed below.

I hereby appoint as Proxy: (You may designate a member of the Board of Directors or another individual.)

Tracy Sollers
Name

8308 Terra Grande
Address

EXPRESS INSTRUCTIONS:

I expressly direct and instruct my Proxy to vote regarding the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

☒ I hereby vote to approve the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.:

☐ I hereby vote to disapprove the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

I, the undersigned record owner of a lot in Terra Grande, have executed this Directed Proxy:

David Adams
Printed Name

[Signature]
Signature of Member

9-7-13
Date

Address: 8217 Terra Grande Ave.

THIS PROXY MUST BE EITHER MAILED TO THE TERRA GRANDE COMMUNITY ASSOCIATION AT P.O. BOX 416 NEWINGTON, VA 22122-0416 IN TIME TO BE RECEIVED BY 5 PM ON SEPTEMBER 22, 2013, OR IT MAY BE HAND DELIVERED TO ANY BOARD MEMBER IN TIME TO BE RECEIVED NOT LATER THAN THE START OF THE MEETING AT 6:30 PM ON SEPTEMBER 24, 2013.

EXHIBIT A
DIRECTED PROXY

Section 2
Lot 68

The undersigned Member of the **Terra Grande Community Association** does hereby appoint the following as my Proxy to act on my behalf at the Annual Meeting of Members to be held on September 24, 2013, at 6:30 p.m., at the Saratoga Elementary School, 8111 Northumberland Avenue, Springfield, VA 22153 or at any adjournments thereof. My Proxy named below shall have full authority to vote upon any and all matters that may be presented at the Meeting, as fully and with the same effect as if the undersigned had been present at the Meeting, except as directed below.

I hereby appoint as Proxy: (You may designate a member of the Board of Directors or another individual.)

BEV SANNER

Frank D. Elizondo
Name

13719 RIDGE RIVER SAN ANTONIO, TX 78230
Address
OWNER 7590 WOODSTOWN DR

EXPRESS INSTRUCTIONS:

I expressly direct and instruct my Proxy to vote regarding the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

X JOE

I hereby vote to approve the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.:

_____ I hereby vote to disapprove the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

I, the undersigned record owner of a lot in Terra Grande, have executed this Directed Proxy:

FRANK D. ELIZONDO
Printed Name

Frank D. Elizondo
Signature of Member

1 Sep 2013
Date

Address: OWNER 7590 WOODSTOWN DR.

13719 RIDGE RIVER SAN ANTONIO, TX 78230

THIS PROXY MUST BE EITHER MAILED TO THE TERRA GRANDE COMMUNITY ASSOCIATION AT P.O. BOX 416 NEWINGTON, VA 22122-0416 IN TIME TO BE RECEIVED BY 5 PM ON SEPTEMBER 22, 2013, OR IT MAY BE HAND DELIVERED TO ANY BOARD MEMBER IN TIME TO BE RECEIVED NOT LATER THAN THE START OF THE MEETING AT 6:30 PM ON SEPTEMBER 24, 2013.

EXHIBIT A
DIRECTED PROXY

Section 3
Lot 128

The undersigned Member of the **Terra Grande Community Association** does hereby appoint the following as my Proxy to act on my behalf at the Annual Meeting of Members to be held on September 24, 2013, at 6:30 p.m., at the Saratoga Elementary School, 8111 Northumberland Avenue, Springfield, VA 22153 or at any adjournments thereof. My Proxy named below shall have full authority to vote upon any and all matters that may be presented at the Meeting, as fully and with the same effect as if the undersigned had been present at the Meeting, except as directed below.

I hereby appoint as Proxy: (You may designate a member of the Board of Directors or another individual.)

MS. BEV SHINER
Name

8227 TERRA GRANDE AVENUE
Address

EXPRESS INSTRUCTIONS:

I expressly direct and instruct my Proxy to vote regarding the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.



I hereby vote to approve the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.:

☐

I hereby vote to disapprove the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

I, the undersigned record owner of a lot in Terra Grande, have executed this Directed Proxy:

E. CHAUNCEY LAVENDER
Printed Name

E. Chauncey Lavender II
Signature of Member

August 28, 2013
Date

Address: 8310 TERRA GRANDE AVE. LOT 128

THIS PROXY MUST BE EITHER MAILED TO THE TERRA GRANDE COMMUNITY ASSOCIATION AT P.O. BOX 416 NEWINGTON, VA 22122-0416 IN TIME TO BE RECEIVED BY 5 PM ON SEPTEMBER 22, 2013, OR IT MAY BE HAND DELIVERED TO ANY BOARD MEMBER IN TIME TO BE RECEIVED NOT LATER THAN THE START OF THE MEETING AT 6:30 PM ON SEPTEMBER 24, 2013.

EXHIBIT A
DIRECTED PROXY

Section 3
Lot 136

The undersigned Member of the **Terra Grande Community Association** does hereby appoint the following as my Proxy to act on my behalf at the Annual Meeting of Members to be held on September 24, 2013, at 6:30 p.m., at the Saratoga Elementary School, 8111 Northumberland Avenue, Springfield, VA 22153 or at any adjournments thereof. My Proxy named below shall have full authority to vote upon any and all matters that may be presented at the Meeting, as fully and with the same effect as if the undersigned had been present at the Meeting, except as directed below.

I hereby appoint as Proxy: (You may designate a member of the Board of Directors or another individual.)

Pracy D. Sallers 8308 TERRA GRANDE
Name Address

EXPRESS INSTRUCTIONS:

I expressly direct and instruct my Proxy to vote regarding the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

☒ I hereby vote to approve the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.:

☐ I hereby vote to disapprove the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

I, the undersigned record owner of a lot in Terra Grande, have executed this Directed Proxy:

Peg Green Peg Green 9-24-13
Printed Name Signature of Member Date

Address: 8316 Terra Grande Ave

THIS PROXY MUST BE EITHER MAILED TO THE TERRA GRANDE COMMUNITY ASSOCIATION AT P.O. BOX 416 NEWINGTON, VA 22122-0416 IN TIME TO BE RECEIVED BY 5 PM ON SEPTEMBER 22, 2013, OR IT MAY BE HAND DELIVERED TO ANY BOARD MEMBER IN TIME TO BE RECEIVED NOT LATER THAN THE START OF THE MEETING AT 6:30 PM ON SEPTEMBER 24, 2013.

EXHIBIT A
DIRECTED PROXY

Section 4
Lot: 200A

The undersigned Member of the **Terra Grande Community Association** does hereby appoint the following as my Proxy to act on my behalf at the Annual Meeting of Members to be held on September 24, 2013, at 6:30 p.m., at the Saratoga Elementary School, 8111 Northumberland Avenue, Springfield, VA 22153 or at any adjournments thereof. My Proxy named below shall have full authority to vote upon any and all matters that may be presented at the Meeting, as fully and with the same effect as if the undersigned had been present at the Meeting, except as directed below.

I hereby appoint as Proxy: (You may designate a member of the Board of Directors or another individual.)

Mike Everett

Name

Address

EXPRESS INSTRUCTIONS:

I expressly direct and instruct my Proxy to vote regarding the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

PK

I hereby vote to approve the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.:

_____ I hereby vote to disapprove the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

I, the undersigned record owner of a lot in Terra Grande, have executed this Directed Proxy:

PATRICIA GARMAN

Printed Name

Patricia Garman

Signature of Member

8-31-13

Date

for Address: 6202 Simpson Patent Ct Fairfax Station VA 22039
8357 Terra Grande Avenue

THIS PROXY MUST BE EITHER MAILED TO THE TERRA GRANDE COMMUNITY ASSOCIATION AT P.O. BOX 416 NEWINGTON, VA 22122-0416 IN TIME TO BE RECEIVED BY 5 PM ON SEPTEMBER 22, 2013, OR IT MAY BE HAND DELIVERED TO ANY BOARD MEMBER IN TIME TO BE RECEIVED NOT LATER THAN THE START OF THE MEETING AT 6:30 PM ON SEPTEMBER 24, 2013.

LAW OFFICES
LAURIE L. DOLSON, P.C.

10513 JUDICIAL DRIVE, SUITE 101

FAIRFAX, VA 22030

TELEPHONE
(703) 352-1040

FACSIMILE
(703) 352-7673

March 26, 2014

By Certified Mail

Ms. Tracy Sollers
Terra Grande Community Association
P. O. Box 416
Newington, VA 22122

Re: Original Recorded Declaration Amendment

Dear Tracy:

Per my recent email, enclosed is the original Amended and Restated Declaration of Covenants, Conditions and Restrictions which was recorded in Fairfax County Land Records on March 5, 2014. Please place this document with the Association's permanent records.

Very truly yours,



Laurie L. Dolson

Encl.