

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS,  
GREAT OAK SQUARE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION made on this 5<sup>th</sup> Day of October 2021 set forth by Great Oak Square Homeowners Association, Inc. a Virginia Non-Stock Corporation hereinafter referred to as "Association", the party hereto.

WITNESSETH:

WHEREAS the founding Declarant was Wills Investment, Inc as the owner of certain property in Fairfax County, Virginia, which is more particularly described as:

All of Lot One (1) through Thirty-four (64), both inclusive and Parcel "A", Great Oak Square as the same appears on a plat attached to a Deed of Dedication recorded in Deed Book \_\_\_\_, Page \_\_\_\_, among the land records of Fairfax County, Virginia: and

WHEREAS the founding Declarant dedicated and recorded the original Declaration of Covenants Conditions and restrictions on September 22, 1981, at Deed Book 5594 at page 0084 among the land records of Fairfax County, Virginia subjecting the Lots described in Exhibit A to the easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and be binding on all parties having any rights, title and interest in the described properties or any part thereof, their heirs, successor, and assigns, and shall inure to the benefits of each owner hereof,

AND WHEREAS this restatement of the Declaration of Covenants Conditions and Restrictions incorporates all amendments made and approved by vote of the members of the Great Oak Square Homeowners Association, Inc., on and through the 5<sup>th</sup> day of October 2021 as follows.

ARTICLE I. - DEFINITIONS

Section 1. "Association" shall mean and refer to GREAT OAK SQUARE HOMEOWNERS ASSOCIATION, INC., (a non-stock, non-profit Virginia corporation), its successors and assigns.

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

Section 3. "Common Open Space" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, comprised of Parcel "A", Great Oak Square, as shown on plat thereof.

Section 4. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision plat of the Properties with the exception of the Common Areas.

Section 5. "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 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Declarant" shall mean and refer to Wills Investment, Inc., a Maryland corporation, its successors, and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Applicable Law" means all statutes, laws, common law, rules, regulations, ordinances, codes, and other legal requirements of any Federal or Virginia Governmental Authority, and any judgment, injunction, order, directive, decree or other judicial or regulatory requirement of any Federal or Virginia court or Governmental Authority of competent jurisdiction affecting or relating to the Person or property in question. Unless otherwise provided, the laws of the Commonwealth of Virginia shall apply.

Section 9. "Assessment" means a Common Expense Assessment, Special Assessment, Services Assessment, Individual Assessment, or Individual Sanctions Assessment in each case imposed with respect to Lots and Owners in accordance with the Association Documents.

Section 10. "Common Expenses" means all expenditures lawfully incurred by or on behalf of the Association, together with all funds determined by the Board of Directors to be necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents.

Section 11. "Costs of Collection" means any cost incurred by the Association rendered necessary by an Owners' act or omission to act, regardless of neglect or culpability, shall include, but shall not be limited to, legal fees, management fees, late fees, interest, court costs, reasonable attorney's fees, administrative charges, notice charges, process service charges, post collection legal and or legal fees, release fees, copy charges, postage and mailing charges or

any other costs associated with collection incurred by the Association or its agents contractors or management in the collection of any assessment or penalty, lien, foreclosure or judgment action, regardless of whether suit is filed, settled by agreement or by enforced by legal action.

Section 12. "Costs of Enforcement" means collectively any costs incurred by the Association and the expense of all upkeep rendered necessary by an Owners' act or omission to act, or the act or omission to act of such Owner's tenant or such Owner's (or tenant's) household members, guests, employees, agents, or invitees, regardless of neglect or culpability. Any Costs of Enforcement, including without limitation legal fees, management fees, administrative charges, notice charges, process service charges, post collection legal and or legal fees, release fees, copy charges, postage and mailing charges or any charge incurred by the Association or its agents contractors or management in the collection of any assessment, monetary sanction or penalty, lien, foreclosure or judgment action, regardless of whether suit is filed, settled by agreement or enforced by legal action and incurred as a result of a failure to comply with the Association Documents by any Owner, tenant, guests, employees, agents or invitees may be assessed against such Lot Owner's Account upon the direction of the Board of Directors to so charge Cost of Collection and Costs of Enforcement actions to such Lot Owner.

Section 13. "Design Standards" means the community guidelines and architectural standards which may be established, modified, and supplemented by the Board of Directors from time to time.

Section 14. "Individual Assessment" means an assessment levied against an individual Owner with respect to a Lot in accordance with Article VI, Section 7.2 hereof.

Section 15. "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation, and physical appearance of the Property, as the same may be adopted and amended by the Board of Directors.

Section 16. "Upkeep" means maintenance, operation, repair, repainting, remodeling, restoration, renovation, alteration, replacement, and reconstruction.

Section 17. "Services Assessment" means any charges assessed by the Association upon a Lot or group of Lots of the Property for certain services or benefits accruing to such group of Owner, which are not shared generally by all Members of the Association, or which specifically benefit one or more Members, but not all Members, pursuant to Article VI, hereof.

Section 18. "Special Assessment" means any charges assessed by the Association upon all Members for actual Common Expenses that exceed the estimate of Common Expenses in the Budget, pursuant to Article VI, hereof.

Section 19. "Structure" shall mean and refer to: (a) any object or thing (other than trees, shrubbery, landscaping and hedges less than two feet high), the placement of which upon any Lot may affect the appearance of such Lot, including any building, garage, porch, shed, terrace, wall, trailer, covered or uncovered patio, pool, fence, curbing, paving, wall, signboard, antenna, tower, statues, transformer, junction box, or any other temporary or permanent improvement on such Lot; or (b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot;

Section 20. "Acceleration" shall mean the automatic acceleration of all assessment payments due through the end of a fiscal year when any account is turned over for collection of delinquent assessments and charges.

Section 21. "Governing Documents" refers to all Deed of Dedication, Deed of Resubdivision and Rededication and Easement Agreement, Articles of Incorporation and By-Laws and any rules or policies currently in effect.

Section 22. "Management" and/or "Management Agent" means at any given time the duly hired professional management team to manage the Association. In addition, management may mean the act of the board in taking acts, actions, or decisions as permitted by Article V of these By-Laws

## ARTICLE II – ANNEXATION OF ADDITIONAL PROPERTIES

Sections 1. Annexation of additional property shall require the assent of two-thirds (2/3rds) of the Class A members at a meeting duly called for this purpose, written notice of which shall be sent to all members to 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 class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum of such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the precedent meeting. In the event that two-thirds (2/3rds) of the Class A membership are not present in person or by proxy, members not present may give their written assent to the action taken hereat.

Section 2. If within ten (10) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in the Articles of Incorporation of GREAT OAK SQUARE HOMEOWNERS ASSOCIATION, INC., such additional lands may be amended to said Properties without the assent of the Class A members; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section if such agencies shall be involved, and otherwise in accordance with the preliminary plan heretofore submitted to Fairfax County, Virginia. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development if such agencies shall be involved. If either the Federal Housing Administration or the Veteran Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of three-fourths (3/4ths) of the Class A members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all members not less than ten (10) days or more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of the proxies entitled to cast seventy-five percent (75%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at all preceding meetings. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

### 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 to covenants of record or assessment by the Association, including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separate from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

### ARTICLE IV – VOTING RIGHTS

Section 1. The Association shall have one class of voting membership.

Class A. Class A members shall be all those owners as defined in Article III with the exception of the Declarant. Class A members 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.

Section 2. Suspension. In the event that any assessment of the Association remains unpaid by a member for more than thirty (30) days, the Association may then suspend the voting rights of a member for the duration that any assessment against his lot remains unpaid, and for any unpaid charges, late fees, interest and penalties for violations of the provisions of this Declaration or violations of any Rules and Regulations adopted by the Board of Directors, after a hearing on the violations, pursuant to this Declaration.

Section 3. Delinquency. No Owners may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such Owner of any financial obligation to the Association is delinquent more than thirty (30) days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

#### ARTICLE V – PROPERTY RIGHTS

Section 1. Owners Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Open Space and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- a) The right of the Association to limit the number of guests of members.
- b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
- c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with the assent of 2/3rds of Class A membership, to mortgage said property, and the rights of such mortgage in said properties shall be subordinate to the rights of the homeowner's association hereunder.
- d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- e) The right of the Association to dedicate or transfer all or any part of the Common Open Space to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3rds) of the

votes of the Class A membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.

f) The right of the individual owners to the exclusive use of parking spaces as provided in this Article.

and

g) The party hereto does hereby grant to the County of Fairfax, its agents, contractors, and employees an easement on, over, and across the streets and areas shown and designated on said attached plat as Common Open Space, for the purpose of performing any and all municipal functions, governmental or proprietary, which the County may find necessary or desirable to perform, including but not limited to police and fire protection and trash removal, together with all other rights necessary for full enjoyment and use of the aforesaid easement. The terms and provisions of this easement shall extend to and be binding upon the successors and assigns of the party hereto.

Section 2. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas.

Section 3. The right of the Board of Directors to perform the management and administration of the business, property, and affairs of the Association. Unless otherwise specifically provided in the Act or other Applicable Law or the Association Documents, all rights, powers, obligations, and duties of the Association may be performed by the Board in the name of and on behalf of the Association. The Board shall have all of the powers specified in By-Laws, the Act, the Virginia Property Owners' Association Act, and the Association Documents that are reasonably necessary for the proper management and administration of the business, property, and affairs of the Association. Without limiting the generality of the foregoing, the Board shall have the power to (a) levy Assessments, as well as costs, costs of collections and enforcement, and other charges; (b) adopt and approve the Association's Budgets; (c) retain a managing agent and to delegate duties and responsibilities to the managing agent to the extent permitted in the Association Documents and the Act, (d) retain the services of lawyers, accountants, architects, engineers and other professionals, and (e) adopt reasonable Rules and Regulations.

## ARTICLE VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Associations. The Declarants, for each lot owned within the Properties, hereby covenants, and



each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed of other conveyance, is deemed to covenant, and agree to pay to the Association: (1) annual assessment or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessment together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in the title unless expressly assumed by them.

Section 2. Purpose of Assessment. 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 improvement and maintenance of the properties, services and fatalities devoted to this purpose and related to the use of enjoyment of the Common Area, and of the homes situate upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be at the rate of \$15.00 per month, per lot for all occupied lots.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3rds) of Class A members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

At an amount not in excess of the maximum.

Section 4. Special Assessment 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of Class A members 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 members not less than thirty (3) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty (60%) percent of all of the votes of Class A member's 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 in Sections 3 and 4, and the required quorum at any such 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 sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Open Space. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certification in writing signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid. A reasonable charge may be made by the Board for the issuance of these certifications. Such certifications shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of The Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum. Additionally, the entire balance of the unpaid annual assessment for the remainder of the fiscal year shall also become due and shall be accelerated upon thirty 30 days delinquency by direction of the Board, as well as any Individual Assessment, Special Assessment, Costs of Collection and Costs of Enforcement, and is immediately payable, and collectible in the same manner as the delinquent portion of such annual assessment. The Board may also impose a "late charge," the amount of which shall be determined by the Board. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot (and all improvements thereon) in the manner as provided by Virginia law for the foreclosure of mortgages containing a power sale, and, in either event, interest, all costs, and reasonable attorney's fees of any such action shall be added to the assessment. Election of one remedy does not foreclose the use of any other remedy and selection of a

remedy is not an election of only that remedy for collections. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his lot.

8.1. Late Charges and Acceleration. The late charge and/or notice of late assessment fees and the imposition of any banking fees for non-sufficient payments are in addition to the Association's other enforcement powers pursuant to the Declaration. Any assessment levied pursuant to the Declaration or any installment thereof, which is not paid within thirty (30) days after it is due, may at the option of the Board of Directors be subject to a late charge of not less than twenty dollars (\$20.00), or as defined in a Board resolution, per assessment due from each assessment in arrears or such other amounts as the Board of Directors may fix, and in addition, the Board of Directors may declare the installments which would otherwise be due during the remaining fiscal year immediately due and payable and may take those actions to collect such accelerated amounts as are provided in the Declaration for the collection of assessments on any account over thirty (30) days delinquent without further acts or actions by the Board of Directors.

8.2. Individual Sanction Assessments (Fines). The Board of Directors, in compliance with The Virginia Property Owners' Association Act, as amended, can assess monetary fines in accordance with the Act, of up to ten dollars (\$10.00) per day for a continuing violation or fifty dollars (\$50.00) for a single violation. Such sanctions shall be treated in all respects as an Assessment.

8.3. A suit to recover monetary judgement for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained without the pendency of any suit to recover money judgement.

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 deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree or foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority
- (b) The Common Open Space
- (c) All properties owned by charitable or non-profit organizations exempt from taxation by the laws of the State of Virginia. However, no land or

improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. "Individual Assessment" levied against an individual Owner with respect to a Lot, or non-compliance with any Rule and Regulations is expressly not required to be uniform and shall be set based upon the rules and regulations duly by the Board of Directors.

Section 12. Services Assessment is levied against a group of owners with respect to certain services or benefits typically requested, by owners, but may additionally be imposed by the Association if benefiting the Association as a whole, or when requested generally by the members.

Section 13. "Special Assessment" means any charges assessed by the Association upon all Members for actual Common Expenses that exceed the estimate of Common Expenses in the Budget, pursuant to Article VIII, Section 10.4 hereof.

Section 14. Enforcement and Costs of Collection: The Association shall have the power and authority to assess and to collect Costs of Enforcement and Costs of Collections, which may be assessed against such Lot Owner's account upon the direction of the Board of Directors.

Section 15. The Association may bring an action at law against the Owner personally obligated to pay the same of foreclosure the lien against his Lot. All late fees, interest, costs, Cost of Collections, Costs of Enforcement, and reasonable attorney's fees associated with collection of past due Assessments shall be added to the amount of such Assessment and shall be collectible as with any Assessment. 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, or for any alleged failure of the Association or the Board of Directors or the Management Agent to perform its duties under the Association Documents.

## ARTICLE VII – PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owner who make use of the wall in proportions to such use.

Section 3. Destruction by Fire and Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the costs of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts of omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such element.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

#### ARTICLE VIII- PROTECTIVE COVENANTS AND RESTRICTIONS

In order to conserve the natural beauty of the subdivision property, to ensure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the entire area herein above described shall be subject to the following protective covenants and restrictions hereinafter referred to as The General Covenants:

Section 1. No building, accessory building or structure (including play structures), shed, awning, porch, or porch covering, garbage, trailer, tent, driveway, fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors, and materials and harmony of same to the project as a whole. The Architectural Control Committee shall have the right, in its discretion, to prohibit the allowance, construction or alteration of any of the above upon any lot except for the main dwelling unit. No structure built upon any of the said lots shall have the exterior painted without the proposed color thereof having been approved by the said Architectural Control Committee. In the event the Architectural Control

Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

Section 2. The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members. The members of the committee shall not be entitled to any compensation in connection with the performance of their functions as such, unless otherwise agreed upon between the Board of Directors of said Association and the members of said Committee.

Section 3. No lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

Residential Use - Leasing. All Dwellings shall be used for private residential purposes exclusively. Any owner who leases his/her Dwelling must do so on a written lease and shall provide a copy of such lease to the Association if requested. Any and all lessees shall acknowledge within their applicable leases the receipt of a copy of this Declaration, and of the Articles of Incorporation, By-Laws and any Rules and Regulations of the Association, and their intention to comply with all provisions of said Declaration, Articles of Incorporation, By-Laws and Rules, and Regulations. Each Owner, by the active leasing of his/her Lot, consents to an automatic assignment of rents in favor of the Association of any assessment is not paid within thirty (30) days from the due date.

3.1 Professional Offices on Residential Lots. No Residential Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purposes; provided, however, that an Owner may maintain an office or home business in the dwelling if: (i) such office or business does not generate a significant number of visits or unreasonable parking usage (as determined by the Board of Directors) by clients, customers or other persons related to the business; (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Property outside of an approved enclosure; and (iii) such Owner has obtained approvals for such use as may be required by all appropriate Governmental Authority. As a condition to such use, the Board of Directors may require the Owner to pay any increase in the rate of the Association's insurance or other costs;

and/or may require that additional or other insurance be obtained by the Owner to limit potential liability exposure.

3.2 Section 3 does not prohibit the use of a residence for teleworking purposes.

Section 4. No fence or wall shall be constructed on any lot, except by the developer prior to the conveyance of said lot, without the permission in writing by the Architectural Control Committee.

Section 5. No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situated upon the Property, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or to the other owners or occupants of any Lot. Without limiting the generality of the foregoing, no speaker, foreign object, whistle, siren, Bell, or other sound devices, except such devices as may be used exclusively for security purposes, shall be located, installed, and maintained upon the exterior of any Dwelling or improvement. Any such device expressly permitted above must be located in an unobtrusive location.

Section 6. Easements for the installation and maintenance of underground utilities, supply, and transmission lines, and drainage facilities are reserved to the Declarant through all areas shown on the plat attached to the Deed of Subdivision of Great Oak Square, whether within the boundaries of residential lots or in common properties until such time as the common open space is conveyed to the Association. Such easements shall include right of ingress and egress, provided that any damage resulting from the installation, maintenance, or repair of an underground utility, supply or transmission line, or drainage facility shall be promptly repaired or replaced at the expense of the Association or authority which directed the entry. And, further, the Association shall have the right to establish easements over the common area as needed for utility purposes after such time as the common area has been conveyed to the Association. Easements for individual lots for utilities may be established only by the recorded plan of the subdivision or as granted thereafter by the individual lot owners.

Section 7. No exterior clothesline, or clothes hanging devise, except that of an umbrella-type nature with a diameter not exceeding 7 feet, shall be allowed upon any lot.

Section 8. No sign of any kind larger than one-foot square shall be displayed to the public view on any lot, except temporary signs of more than four square feet advertising the said lot for sale or rent and except for temporary

signed erected by the Declarant in connection with the construction, lease or sale of building and lots or other parcels of the Properties.

Section 9. Animals. No livestock, poultry, or other animals shall be raised, bred, or kept on any portion of the Property. Dogs, cats, or other customary household pets (as determined by the Board), only, may be kept for personal enjoyment, protection, or assistance, so long as they do not create a nuisance (including noise, odor, damage, or threat to safety, which may include designation under Virginia statute as a dangerous or vicious animal). All household pets shall be registered, licensed, and inoculated as required by applicable law and shall be kept on a leash or otherwise appropriately restrained outside any building. The Board of Directors may, in their reasonable discretion, adopt and publish supplemental Rules and Regulations concerning animals on the Property. Appropriate County authorities are hereby permitted access to the Property for purposes of enforcing the provisions of this Section and any state and local animal control laws and ordinances.

Section 10. The Association shall have the right (if after 20 days' notice to the owner of the lot or lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner) to trim or prune, at the expense of the Owner, any hedge or together planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon notice and conditions, to care for any vacant or unimproved lot, and to remove grass, weeds, and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such lot in neat and good order, all at the cost and expense of the Owner.

10.1. Enforcement-Right To Remove Or Correct Violations & Right to Pursue Legal Actions: In the event, any Restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article without the approval of the Board of Directors or the Architectural Control Committee required herein, and, upon written notice from the applicable Architectural Control Committee or Board, such violation shall be promptly removed or abated.

10.2. Self-Help. In the event the violation is not correct or is not removed, or the violation is not otherwise terminated or abated, within the time period set forth in such notice, and after notice of such violation is delivered to the owner of the Lot upon which said violation exists or to the Member responsible for such violation committed or attempted upon premises other than the Lot owned by



such Member, then the association shall have the right through its agents and employees to enter upon such land to take such steps as may be necessary to remove or otherwise terminate or abate such violation. Before the exercise of self-help, the Owner or Member shall be provided with a notice of the exercise of Self-Help at least 24 hours prior to the exercise of self-help in non-emergency matters. The cost thereof shall be assessed against the Lot upon which such violation occurred, or against the Member 's Lot who committed the violations. Whenever a Lot is so assessed, a statement for the amount assessed shall be rendered to the owner of said Lot, at which time the assessed cost shall become due and payable and shall constitute a lien upon such Lot and a binding personal obligation of the owner of such Lot in all respects as provided in this Declaration.

10.3. Right to Inspect. The Association shall have the further right, through its agents, employees, or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration exists on such Lot; and neither the Association nor any such Agent or Employee shall be deemed to have committed a trespass or other wrongful act by reason of entry or inspection.

10.4. Right to Assess Charges. In addition to all remedies hereinabove provided, the Board of Directors shall have the power to assess monetary charges or penalties, in such amounts as provided by Virginia law or as set by the Board by formal Rule, against a Member for any violation of this Declaration, the By-Laws, or any Rules and Regulations of the Association.

Section 11. No antenna for the transmission or reception of radio or television signals shall erected or permitted on any building or lot or other parcel of the Properties except upon approval of the Architectural Control Committee.

Section 12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. Any equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop at any time. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any lot for this purpose.

12.1 Trash storage and collection shall be in accordance with the Rules and Regulations. Except in connection with construction activities, no open burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any portion of the Property. No Lot shall be used as a dumping ground for trash and

rubbish. Trash containers shall not be permitted to remain in public view from the Common Area or another Lot except on days of trash collection. The Board of Directors may determine to negotiate a trash service contract on behalf of any Owner in violation of this Declaration, the cost of which shall be a Common Expense or a Services Assessment, as appropriate. No incinerator shall be kept or maintained upon any Lot without the prior written approval of the Board of Directors

12.2 Upkeep of Lots. Each Owner shall keep any Lot owned by it (a) in good order, condition, and repair, (b) in a clean, sanitary, and safe condition, and (c) in compliance with the Association Documents, Each Owner shall be responsible for the Upkeep of any area of its Lot burdened with an easement. If an Owner shall fail to discharge its Upkeep responsibilities, and such failure shall continue for thirty (30) days after notice of default, the Association may remedy the default and recover the cost thereof as an Individual Assessment in accordance with Article VIII, Section 10.4.

12.3. If an Owner shall fail to discharge its Upkeep responsibilities, and such failure shall continue for thirty (30) days after notice of default, the Association may remedy the default and recover the cost thereof as an Individual Assessment in accordance with Article VIII, Section 10.4.

Section 13. No commercial truck, commercial bus, or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the Properties.

Only properly licensed and registered vehicles may be operated and parked on the Property. Vehicles must be appropriately operated and only over roads, streets, or other areas specifically designed for vehicle operation within the community. Vehicle repairs are not permitted. The parking of vehicles on Lots shall be subject to reasonable rules and regulations adopted by the Board of Directors. No motor vehicles shall be driven on trails or unpaved portions of the Common Area, except such vehicles that are authorized by the Board of Directors as needed to maintain, repair, or improve the Common Area or trails. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area. Vehicles that are not in a condition to be normally operated or that do not have a current registration tag may not be stored or situated on the Property for more than five (5) days. All vehicles shall be required to be parked on the Property in accordance with the applicable provisions of the Rules and Regulations and the requirements of Governmental Authorities having jurisdiction.

13.1 RV (Recreational Vehicle as defined by the Association), camper, trailer, boat, tents, other structures, a temporary character, or portable vehicle parking are prohibited in designated numbered parking spaces.

Section 14. No portion of the Properties shall be used for the repair of automobiles, nor shall any vehicles other than a private automobile be parked in any of the parking spaces maintained by the Association. After ten (10) days written notice to the owner of any vehicle parked in violation of this covenant, the Association may remove such vehicle at the expense of the owner thereof.

Section 15. No baby carriage, velocipedes, bicycles, or other articles of personal property shall be deposited, allowed, or permitted to remain on any lot except in the enclosed rear area. The Association may impound all such articles or make a charge for their return.

Section 16. Open space not contained in lots and streets shall not be denuded, defaced, or otherwise disturbed in any manner, at any time without the approval of the appropriate County Departments and in concurrence with the County Planning Engineer.

Section 17. The Board of Directors shall adopt and enforce design standards, rules and guidelines for the Property that shall be in accordance with the Declaration and are attached and incorporated into this Declaration of Covenants, Conditions and Restrictions as Exhibit "C", as if fully stated herein. The Design Standards and Guidelines of Exhibit "C" are subject to revision(s) by the Board of Directors, at such time and in the sole discretion of the Board of Directors, as may in their sole opinion be periodically required, and such Design Standards and Guidelines of Exhibit "C" act as a covenant of the Members with the Association.

Section 18. Compliance with Fairfax County Zoning Ordinance. These Covenants, Conditions, and Restrictions, and easements shall be subject to the regulations set forth in the Fairfax County Zoning Manual, as periodically amended.

Section 19. Compliance with Fairfax County Ordinances. These Covenants, Conditions, and Restrictions and easement shall be subject to the regulations set forth in the Fairfax County Code, as periodically amended.

Section 20. Rules. The Board of Directors shall have the authority to promulgate Rules and Regulations for the use of the Lots and Common Areas. These Rules and Regulations may be adopted or amended from time to time. The

Board of Directors shall further have the right to enforce such Rules and Regulations.

20.1. Failure to enforce any covenant shall not constitute a waiver of any provision of the Covenants contained within the governing documents of the Association. By the Association or by an owner or by any mortgagee of any Lot to enforce any covenant or restriction herein contained, or any provision of the By-Laws or Articles of Incorporation shall in no way be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created a conclusive presumption that any violation or breach or attempted violation or breach of any of the within Covenants or Restrictions or any provision of the governing documents cannot be adequately remedied by an action at law or exclusively by a recovery of damages.

20.2. The Board, upon the notice of violation of the Covenants contained herein, or of Covenants contained within the governing documents, or of the duly promulgated Rules and Regulations, may, after full discussion and a simple majority vote, agree to modify or waive a specific requirement, if it is determined, after full disclosure and frank discussion, that is that it is proper to grant such waiver, and is in the best business judgment, as exercised by the Board, to properly do so. Any granted waiver under these provisions shall not grant a waiver to any other Lot in the future, and the Board, upon its motion, may rescind the granting of a waiver of the provisions of the Governing Documents at any time.

Section 21. Temporary Structures. No structure of a temporary character, and no temporary trailer, tent, shack, barn, pen, kennel, run, stable or other temporary accessory building shall be erected, used, or maintained on any Lot without the prior written approval of the Architectural Control Committee.

Section 22. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot except for required street, sidewalk, and parking lot lighting. Typical residential flood lighting directed toward the applicable dwelling is permitted, subject to Rules and Regulations that may be promulgated by the Board of Directors. See the applicable provisions regarding lighting in the Design Standards.

Section 23. Timesharing. No Lot shall be used for any timesharing, licensing, temporary and short-term rental of all or part of the lot, or other arrangements that would entail revolving or periodic occupancy by multiple owners, licensees, or timesharing participants. Rentals less than 30 days are prohibited.

Section 24. Tree Maintenance. No live trees with a diameter in excess of six (6) inches, measured twenty-four (24) inches above the ground, or more than fifteen (15) feet in height, nor trees in excess of two (2) inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broadleaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent (20%) gradient or marked "no cut" areas on approved site plans may be cut without the prior approval of the Architectural Control Committee unless necessary to construct improvements based on plans previously approved by the Declarant.

Section 25. Replacement Structure & Additions: No replacement structures of any kind or character including additions are permitted that exceed the existing footprint of the original structure by more than 20%. No replacement structure shall be smaller in footprint size than the original structure. All Restrictions and provisions of this Article apply to any replacement structure or to any additions to the existing, original structure built upon a Lot.

Section 26. Flags. Subject to the provision of the Federal Flag Act and the Virginia Flag Act, the Board of Directors is authorized and reserves the right to regulate the type of flags which may be displayed on the Property, including the right to prohibit the display of flags on the Property or the right to require the removal of flags that the Board of Directors deems inappropriate, in its sole discretion. The Board of Directors is also authorized to regulate, restrict, or prohibit the erection and placement of flagpoles or other structures on the Property and reserves the right to do so in its sole discretion.

The Board of Directors authorizes flags for various military services, POW, seasons, holidays, professional sports, universities and colleges, and LGBTQ+. Flags shall not display symbols of hate, vulgar language or similar.

Section 27. In addition to all remedies hereinabove provided, the Board of Directors shall have the power to assess monetary charges other charges and other limitations against a Member for any violation of this Declaration, By-Laws or Rules and Regulations of the Association as provided by applicable law or as set by the Board by formal Rule. The Board reserves the right and power to suspend Membership privileges for violations of this Declaration. Any monetary charges so imposed may be secured by a lien against the Lot owner's title in accordance with the provisions of Virginia Code Section 55-513 or the Declaration. The Association reserves the right to exercise all other powers and remedies provided by the Association's Governing Documents or the Laws

Virginia and Fairfax County. Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity or law. In the event the Association must enforce these Restrictions through any form of legal action, the offending Owner shall be responsible for all expenses and/or attorneys' fees incurred by the Association in enforcing the provisions of these Restrictions.

Section 28. Notice of Default. If an Owner shall fail to discharge its Upkeep responsibilities, and such failure shall continue for thirty (30) days after written notice of default, the Association may remedy the default and recover the cost thereof as an Individual Assessment in accordance with Declaration, Article IV, Section 9.

Section 29. Enforcement-Right To Remove Or Correct Violations & Right to Pursue Legal Actions: In the event any Restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article without the approval of the Board of Directors or the Architectural Control Committee required herein, and, upon written notice from the applicable Architectural Control Committee or Board, such violation shall be promptly removed or abated.

Section 30. Other Charges. In addition to all remedies hereinabove provided, the Board of Directors shall have the power to assess monetary charges other charges and other limitations against a Member for any violation of this Declaration, By-Laws or Rules and Regulations of the Association as provided by applicable law or as set by the Board by formal Rule. The Board reserves the right and power to suspend Membership privileges for violations of this Declaration. Any monetary charges so imposed may be secured by a lien against the Lot owner's title in accordance with the provisions of Virginia Code Section 55-513 or the Declaration. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing Documents or the Laws Virginia and Fairfax County. Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity or law. In the event the Association must enforce these Restrictions through any form of legal action, the offending Owner shall be responsible for all expenses and/or attorneys' fees incurred by the Association in enforcing the provisions of these Restrictions.

The Declarant hereby grants to members of the Association in good standing, who are owners of townhouses, and their agents and employees an easement upon and across any lot adjacent to a lot owned by said member for the purpose of temporary support of ladders during cleaning, painting and

maintenance operations on said member's lot, and all members are granted an easement over and across all walkways and sidewalks not dedicated to public use.

## ARTICLE IX – 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 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 or more of these covenants or restrictions by judgement or court order shall in no wise affect any other provision 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 and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of twenty (20) years. Any Amendment to Articles I, III, IV, V, VI, and IX must also be approved by the appropriate officials of Fairfax County, Virginia.

This Declaration may be amended by an instrument signed by not less than 66% of the lot owners present and voting at a meeting to include subsequent adjournments called for the purpose of amendment to the Declaration. Any such amendment must be recorded.

Section 4. FHA/VA Approval or Other Mortgagee Approvals. No suit or other proceeding brought to foreclose the lien for any assessment levied, nor any amendments to Association Governing Documents, shall first require notice to the first mortgage on the lot which is the subject matter of such suit or proceeding *where such first mortgage has formally requested notice by the Association.*

Section 5. Assessed Charges for Violations. The Board of Directors may from time to time establish, impose, assess, and collect charges, for violation of obligations under or pursuant to this Declaration, or duly adopted Association rules and regulations. The amount of any charges so assessed shall not be limited to the expense or damage to the association caused by the violation, shall not exceed such other charges as provided for in Section 55.1 1819 of the Virginia Property Owners Association Act, and shall be treated as an Individual assessment against the member's Lot.

Section 6. Injunctive Relief. With respect to the violation of any restriction, condition or covenant governing the use or occupancy of any portion of the Property, it shall be presumed that there exists no adequate remedy at law, and the Association shall be entitled to appropriate preliminary and permanent injunctive relief as necessary to obtain compliance by the noncompliant Person.

Section 7. Damages. Each Owner shall be liable to the Association for all Assessments and for any costs incurred in performing Upkeep rendered necessary by such Owner's wrongful act or omission or for loss or damage resulting from the negligence or willful misconduct of the Owner or any Persons for whom the Owner is legally responsible. The foregoing shall not be construed as modifying any waiver of subrogation given by or with the approval of any insurance company.

Section 8. Costs and Attorneys' Fees. In any civil action or other adjudicatory proceedings arising out of an alleged violation of the Rules and Regulations or other Association Documents, the prevailing party shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees.

Section 9. Assessed Charges for Violations. The Board of Directors may from time to time establish, impose, assess, and collect charges, for violation of obligations under or pursuant to this Declaration, or duly adopted Association rules and regulations. The amount of any charges so assessed shall not be limited to the expense or damage to the association caused by the violation, shall not exceed such other charges as provided for in Section 55-516 of the Virginia Property Owners Association Act, and shall be treated as an assessment against the member's Lot.

Section 10. Costs of Enforcement and Costs of Collection: The Association shall have the power and authority to assess Costs of Enforcement and Costs of Collections, which may be assessed against such Lot Owner's account upon the direction of the Board of Directors.

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IN WITNESS WHEREOF, we being all of the Directors of Great Oak Square Homeowners Association, Inc., has caused this First Amended Declaration of Covenants, Conditions and Restrictions to be signed by its President on behalf of said corporation, on this the 4<sup>th</sup> day of December, 2021.

WITNESSETH:

GREAT OAK SQUARE HOMEOWNERS ASSOCIATION, INC.

By: M A C [SEAL]

Marc A. Crudo President

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Marc A. Crudo, President, whose name is signed to the foregoing First Amended and Restated Declaration of Covenants, Conditions, Restrictions Great Oak Square Homeowners Association, Inc. bearing the date of the 5<sup>th</sup> day of October 2021, has acknowledged the same before me in my county aforesaid.

Given under my hand this 4 day of December, 2021.

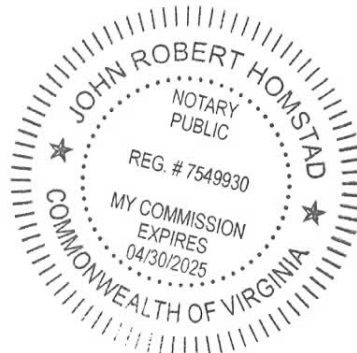
[Signature]  
Notary Public

John Robert Homstad  
Printed Name

7549930  
Registration Number

30 April 2025

My Commission Expires:



By: *Joseph M. DeSantis* [SEAL]  
Joseph M. DeSantis, Director

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX:


I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Joseph M. DeSantis, Director whose name is signed to the foregoing First Amended and Restated Declaration of Covenants, Conditions, Restrictions Great Oak Square Homeowners Association, Inc. bearing the 5<sup>th</sup> day of October 2021, has acknowledged the same before me in my county aforesaid.

Given under my hand this 8 day of December, 2021.

A. Himagiri Himagiri Achanta 7948340  
Notary Public Printed Name Registration Number

6/30/2025  
My Commission Expires:



By:  [SEAL]

Mohammad Asim Iqbal, Director

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Mohammad Asim Iqbal, whose name is signed to the foregoing First Amended and Restated Declaration of Covenants, Conditions, Restrictions Great Oak Square Homeowners Association, Inc. bearing the 5<sup>th</sup> day of October 2021, has acknowledged the same before me in my county aforesaid.

Given under my hand this 17 day of December, 2021.



7957026

Notary Public

Printed Name

Registration Number

04/30/2025

My Commission Expires:



By: Kirsten Hill [SEAL]

Kirsten Hill, Director

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Kirsten Hill, whose name is signed to the foregoing First Amended and Restated Declaration of Covenants, Conditions, Restrictions Great Oak Square Homeowners Association, Inc. bearing the date of the 5<sup>th</sup> day of October 2021, has acknowledged the same before me in my county aforesaid.

Given under my hand this 3<sup>rd</sup> day of Dec, 2021.

mm Sepideh A Shahriari #7060550  
Notary Public Printed Name Registration Number

4-30-2022

My Commission Expires:

SEPIDEH HASSAN SHAHRIARI  
# 7060550  
COMMONWEALTH OF VIRGINIA  
EXPIRES  
APRIL 30, 2022

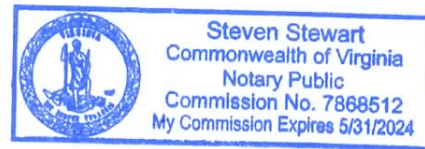
By: W Baldwin [SEAL]  
William Caleb Baldwin, Director

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that William Caleb Baldwin, whose name is signed to the foregoing First Amended And Restated Declaration of Covenants, Conditions, Restrictions Great Oak Square Homeowners Association, Inc. bearing the date of the 5<sup>th</sup> day of October, 2021, has acknowledged the same before me in my county aforesaid.

Given under my hand this 15 day of Dec, 2021.  
Steven Stewart 7868512  
Notary Public Printed Name Registration Number

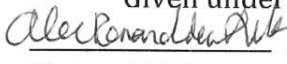
5/31/24  
My Commission Expires:



By:  [SEAL]  
John Lujan, Director

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that John Lujan, whose name is signed to the foregoing First Amended And Restated Declaration of Covenants, Conditions, Restrictions Great Oak Square Homeowners Association, Inc. bearing the date of the 5<sup>th</sup> day of October, 2021, has acknowledged the same before me in my county aforesaid.

Given under my hand this 3 day of December, 2021.  
 Alec Roman Deleon Schneider 7957026  
Notary Public Printed Name Registration Number

04/30/2025  
My Commission Expires:



**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Great Oak Square Homeowners Association, Inc., a Virginia non-stock corporation, and

That the foregoing First Amended and Restated Declaration of Covenants, Conditions, Restrictions for Great Oak Square Homeowners Association, Inc. constitute the revised Declaration of said Association, as duly adopted at a meeting of the Members pursuant to the Bylaws and the founding Declaration on October 5, 2021, by resolution, and by an affirmative vote of at least Seventy-five (75%) percent of the Members voting at the Annual Meeting of the Association called and held on that same date.

By: Kirsten B. Hill [SEAL]  
Kirsten B. Hill, Secretary

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Kirsten B Hill, Secretary, whose name is signed to the foregoing First Amended And Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Great Oak Square Homeowners Association, Inc. bearing the date of the 5<sup>th</sup> day of October, 2021, has acknowledged the same before me in my county aforesaid.

Given under my hand this 3<sup>rd</sup> day of Dec, 2021.

[Signature] Sepideh Shahrari #7060550  
Notary Public Printed Name Registration Number

4-30-2022

My Commission Expires:

SEPIDEH HASSAN SHAHRIARI  
# 7060550  
COMMONWEALTH OF VIRGINIA  
EXPIRES  
APRIL 30, 2022

**President's Certification**

IN WITNESS WHEREOF, the President, Marc Crudo, has caused First Amended And Restated Declaration of Covenants, Conditions, Restrictions for Great Oak Square Homeowners Association, Inc. to be executed on behalf of Great Oak Square Homeowners Association, Inc., and asserts that these amendments were adopted by an affirmative vote in favor by Seventy-Five(75%) percent of the Members voting at the Annual and Special Meeting(s) of the Association first held on November 18, 2020 and continuing to October 5, 2021. I certify to these facts this 4<sup>th</sup> day of DECEMBER, 2021

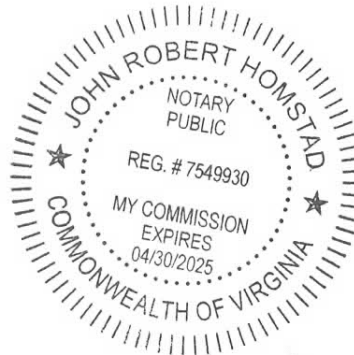
By: Marc A. Crudo [SEAL]  
Marc A. Crudo, President

STATE OF VIRGINIA :  
COUNTY OF FAIRFAX:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Marc A. Crudo, President, whose name is signed to the foregoing First Amended and Restated Declaration of Covenants, Conditions, Restrictions for Great Oak Square Homeowners Association, Inc. bearing the date of the 5<sup>th</sup> day of October 2021, has acknowledged the same before me in my county aforesaid.

Given under my hand this 4 day of December, 2021.  
[Signature] John Robert Homstad 7549930  
Notary Public Printed Name Registration Number

30 April 2025  
My Commission Expires:





## **SCHEDULE OF EXHIBITS**

- Exhibit "A" Tax Map Numbers
- Exhibit "B" Ratification forms, executed
- Exhibit "C" President's Certification/ Secretary Certification

