

7/31/13

Fairfax Circuit Court - CPAN Cover Sheet v2.0

Fairfax County Land Records Cover Sheet

Instruments

DECLARATION MODIFICATION

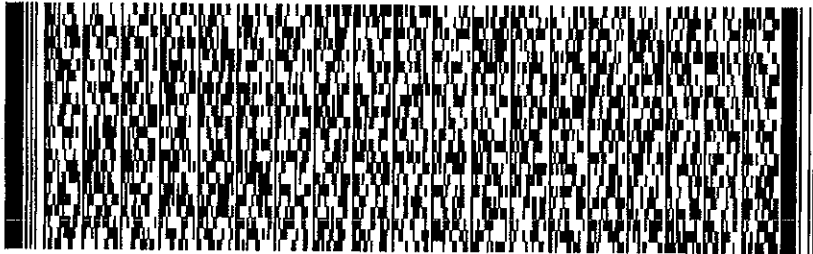
Grantor(s)

George Mason Forest Homeowners Association, Inc_I_N, Amanda Place Property Owners Association, Inc_I_N

Grantee(s)

Amanda Place Property Owners Association, Inc_I_N, George Mason Forest Homeowners Association, Inc_I_N

Consideration	0	Consideration %	100
Tax Exemption		Amount Not Taxed	
DEM Number		Tax Map Number	069-1- -16- 0-0000-
Original Book	5210	Original Page	0065
Title Company		Title Case	
Property Descr.			
Certified	No	Copies	0
		Page Range	



Print Cover Sheet

Box 56

Prepared by and return to:
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Fairfax, Virginia 22030

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GEORGE MASON FOREST HOMEOWNERS ASSOCIATION, INC.

THIS Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Amended and Restated Declaration") is made this 1st day of July, 2013, by GEORGE MASON FOREST HOMEOWNERS ASSOCIATION, INC. and AMANDA PLACE PROPERTY OWNERS ASSOCIATION, INC., successor to AMANDA PLACE HOMEOWNERS ASSOCIATION, INC., both Grantors and Grantees for indexing purposes.

WHEREAS, GMF Limited Partnership, as Declarant, executed the Declaration of Covenants, Conditions and Restrictions ("GMF Declaration") for George Mason Forest Homeowners Association, Inc. ("Association") and caused said Declaration to be recorded on June 22, 1979 among the land records of Fairfax County, Virginia in Deed Book 5210 at Page 0065, et seq., as Exhibit B to the Deed of Dedication and Subdivision of Easement and Deed of Conveyance for Section 1 of the George Mason Forest development;

WHEREAS, GMF Limited Partnership, as Declarant, executed the Declaration of Covenants, Conditions and Restrictions ("GMF Section 2 Declaration") for the Association and caused said GMF Section 2 Declaration to be recorded on June 26, 1980 among the land records of Fairfax County, Virginia in Deed Book 5443 at Page 0950, et seq., as Exhibit B to the Deed of Dedication, Subdivision, Easement and Conveyance for Section 2 of the George Mason Forest development;

WHEREAS, Taurus Enterprises, Inc., as Declarant, executed the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements of Amanda Place ("Amanda Place Declaration") for Amanda Place Homeowners Association, Inc. and caused said Amanda Place Declaration to be recorded on February 20, 1997 among the land records of Fairfax County, Virginia in Deed Book 9928 at Page 0764, et seq., as Exhibit B to the Deed of Subdivision, Dedication, Vacation, Easements and Restrictions for the Amanda Place development;

WHEREAS, Article XII, Section 3 of the GMF Declaration, as amended at Deed Book 5338, Page 0705, et seq., provides that the GMF Declaration may be amended with the assent of at least sixty percent of the votes of lot owners at a meeting duly called for that purpose;

WHEREAS, Article XII, Section 3 of the GMF Section 2 Declaration provides that the GMF Section 2 Declaration may be amended with the assent of at least eighty percent of the lot owners at a meeting duly called for that purpose;

WHEREAS, Article XI, Section 4 of the Amanda Place Declaration provides that Amanda Place Declaration may be amended by an instrument signed by not less than ninety percent of the owners of lots within Amanda Place;

WHEREAS, as referenced in the Declaration of Annexation and Dedication recorded among the County's land records at Deed Book 22615, Page 1662, et seq., the members of the Association and the members of Amanda Place Property Owners' Association, Inc., as successor to Amanda Place Homeowners Association, Inc. previously approved the Association's annexation of the Amanda Place Lots and Common Area;

WHEREAS, the parties and members of the above-referenced associations desire to continue to maintain a residential community with permanent open spaces and other community facilities for the benefit of the community and to provide for the preservation of the values of said community and such other area as may be subjected to this Amended and Restated Declaration, and for the Association's maintenance of said open spaces and other community facilities; and

WHEREAS the parties and members of the above-referenced associations desire to amend and restate into one consolidated instrument the GMF Declaration, GMF Section 2 Declaration and Amanda Place Declaration, and the requisite percentage of lot owners have approved this Amended and Restated Declaration, as evidenced by certification and signatures attached to this instrument;

NOW, THEREFORE, (1) the GMF Declaration, GMF Section 2 Declaration and the Amanda Place Declaration, all as may have been amended from time to time prior hereto (collectively, "Prior Declarations") are hereby amended and restated in their entirety as set forth in the Articles below, and this Amended and Restated Declaration supersedes the Prior Declarations; (2) each Owner of a Lot, as defined below, has mutual non-exclusive rights, privileges and easements of enjoyments on equal terms in common with all other owners of Lots, in and to the use of the Common Area as more fully set forth below; and (3) the real property defined as the "Properties" below and designated as George Mason Forest Sections One through Three, Braddock Manor, Braddock Manor Section Two, and Amanda Place are henceforth to be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, charges and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Each of following capitalized words when used in this Declaration shall be defined and interpreted as having the following meaning:

Section 1. "Association" shall mean and refer to George Mason Forest Homeowners Association, Inc., its successor and assigns.

Section 2. "Properties" shall mean and refer to certain real property hereinafter described, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association. "Properties" shall include all Lots, parcels, Common Area and other real property as shown on the recorded plats for George Mason Forest Sections One through Three, Braddock

Manor, Braddock Manor Section Two, and Amanda Place, all located in Braddock District, Fairfax County, Virginia and more particularly described in the following recorded instruments (as may be duly amended from time to time):

- (a) DEED OF DEDICATION AND SUBDIVISION OF EASEMENT AND DEED OF CONVEYANCE (Deed Book 5210, Page 0056, et seq.) for George Mason Forest, Section One;
- (b) DEED OF RE-SUBDIVISION (Deed Book 6280, Page 0443, et seq.) for George Mason Forest, Section One;
- (c) DEED OF DEDICATION, SUBDIVISION, EASEMENT AND CONVEYANCE (Deed Book 5443, Page 0941, et seq.) for George Mason Forest, Section Two;
- (d) DEED OF RESUBDIVISION (Deed Book 5485, Page 0779, et seq.) for George Mason Forest, Section Two;
- (e) DEED OF DEDICATION, SUBDIVISION, EASEMENT AND CONVEYANCE (Deed Book 5595, Book 0009, et seq.) for George Mason Forest, Section Three;
- (f) DEED OF RESUBDIVISION (Deed Book 5879, Page 0448, et seq.) for George Mason Forest, Section Three;
- (g) DEED OF RESUBDIVISION, DEDICATION AND RELEASE (Deed Book 5903, Page 0825, et seq.) for George Mason Forest, Section Three;
- (h) DEED OF RESUBDIVISION (Deed Book 8011, Page 0065, et seq.) for George Mason Forest, Section Three;
- (i) DEED OF DEDICATION, SUBDIVISION AND EASEMENT (Deed Book 7237, Page 1483, et seq.) for Braddock Manor;
- (j) DEED OF DEDICATION, SUBDIVISION, DEDICATION, CONVEYANCE & EASEMENT (Deed Book 8787, Page 0305, et seq.) for Braddock Manor, Section Two;
- (k) DEED OF SUBDIVISION, DEDICATION, VACATION, EASEMENTS AND RESTRICTIONS (Deed Book 9928, Page 0746, et seq.) for Amanda Place; and
- (l) DEED OF RESUBDIVISION (Deed Book 13604, Page 0130, et seq.) for Amanda Place.

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. "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 as public use) including but not necessarily limited to Lots 1 through 44, Section 1, George Mason Forest; Lots 45 through 120, Section 2, George Mason Forest; Lots 121 through 156, Section 3, George Mason Forest; Lots 1-21, Braddock Manor; Lots 1 through 7, Section 2, Braddock Manor; and Lots 1-18, Amanda Place, all as may have been, and may be, duly re-subdivided as reflected in the County's land records.

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

Section 6. "Eligible Member" shall mean and refer to the Member in Good Standing who will cast the one vote for the Lot owned or co-owned by that Member in accordance with Article IV.

Section 7. "Member in Good Standing" shall mean and refer to a Member who is not delinquent in the payment of assessments or other charges owed to the Association as reflected in the Association's books and records.

Section 8. "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, and those who acquire fee simple title to any Lot through inheritance or foreclosure, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Declaration" or "Amended and Restated Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Section 10. "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 11. "Structure" shall include, but not be limited to, any building or portion thereof, fence, pavement, driveway, flagpole, light, pole, hot tub, sauna, pond, recreational equipment, retaining wall, or appurtenances to any of the aforementioned. Structure shall also include 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. Such examples of Structures shall be construed as illustrations and not as limitations.

Section 12. "Governing Documents" shall mean and refer collectively to this Declaration and the Association's Articles of Incorporation, Bylaws and rules and regulations, all as may be duly amended from time to time.

Section 13. "Board" or "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 14. "Neighborhood" shall mean and refer to the geographic area in which the Properties are located, including the George Mason Forest, Braddock Manor and Amanda Place sections referenced above.

ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent by a vote in person or by proxy of two-thirds (2/3rds) of the Association's total Eligible Members, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Eligible Members, in person or by proxy, entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum for this purpose. 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 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 (2/3rds) of the Eligible Members are not present in person or by proxy, Members 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, including contract sellers, shall be a Member of the Association. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership 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. A Mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Association with regard thereto.

**ARTICLE IV
VOTING RIGHTS**

Association Members in Good Standing 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, 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 Member 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 title to every assessed 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 Members at such recreational facility or other part of the Common Area;

(c) The right of the Association, in accordance with the Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with approval by at least a two-thirds (2/3rds) vote of those Eligible Members voting in person or by proxy at a meeting duly called for this purpose, to mortgage said 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 said 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, after notice and an opportunity for a hearing, to suspend the right to use any Common Area or other Association-provided facilities or services by a Member (and his family members, guests and tenants, as applicable) 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 the Declaration or the Association's published rules and regulations; provided,

however, that suspension of use rights based on delinquencies shall not occur until the Member is more than 60 days past due;

(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 be approved by at least a two-thirds (2/3rds) vote of those Eligible Members 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 (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. And upon such assent and in accordance therewith, the officers of the Association 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 this State. The portion of the Common Area bounded and described on the Plat for Amanda Place section as Outlet "B" shall be dedicated for public street purposes upon demand by the Department of Environmental Management of Fairfax County, Virginia, or the Virginia Department of Transportation in accordance with Section 10 of the Amanda Place section Proffers;

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

- (1) be only to non-profit organizations.
- (2) such organizations must give preference to Members of the Association with regard to membership and use of facilities.
- (3) prohibit assignment and subleasing.
- (4) require approval by the Association of uses, which must be in accordance with this Declaration.
- (5) be consistent with the then existing ordinances of the County, and (6) be consistent with the general space designation thereof.

(h) The right of the Association to adopt, amend and enforce reasonable rules and regulations pertaining to the use, operation and management of the Common Area;

(i) The right of the Association to grant easements on or over the Common Area as long as such easements do not unreasonably interfere with the Members' easement enjoyment in and to the Common Area, including but not limited to easements for the installation, replacement, repair or maintenance of utility lines.

Section 2. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Member's Lot. When a Member is leasing his Lot or otherwise is not residing on his Lot, that Member shall be deemed to have delegated his right of enjoyment to the lawful occupants of his Lot.

**ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of each Lot within the Properties, whether or not it shall be so expressed in any such Lot's deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) Annual assessments or charges, and (b) Special assessments, or other specified charges, costs or fees authorized by this Declaration or applicable law, all of which shall constitute assessments of the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such late fees and interest thereon, cost of collections thereof and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such late fees, interest, collection costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, for otherwise carrying out the Association's responsibilities under the Governing Documents, 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.

Section 3. Basis and Maximum of Annual Assessments. As of January 1, 2013, the maximum annual assessment shall be \$131.00 per Lot.

(a) The maximum annual assessment may be increased by no more than twelve percent (12%) effective January 1 of each year without a vote of the membership.

(b) The maximum annual assessment may be increased above that established by subparagraph (a) above by a vote of the Eligible Members, provided that any such change shall have the assent of more than two-thirds (2/3rds) of those Eligible 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 (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 Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. In addition to the annual assessment 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 costs of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area or easement areas,

including the fixtures and personal property related thereto, or other specified purpose, provided that any such assessment shall have the assent of more than two-thirds (2/3rds) of the votes of those Eligible 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 (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Rate of Assessment. Both annual and special assessments shall be a uniform rate for all Lots.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the meeting called, as provided in Sections 3 and 4 herein, the presence at the meeting of Eligible Members, in person or by proxy, entitled to cast sixty (60%) percent of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements as set forth in Sections 3 and 4, 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 7. Annual Assessments Due Dates. 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 certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. 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 be deemed delinquent and the Association in its discretion may:

- (a) Impose interest from the due date until paid at the rate of 10% per annum;
- (b) Impose a late fee in the amount of \$25.00 or such other amount as previously established by a Board-adopted rule;
- (c) Accelerate the required payment date of the entire remaining annual or special assessment; and/or
- (d) Bring an action of law against the Lot Owner personally obligated to pay the same, and/or foreclose the lien against the Owner's Lot, and all resulting costs and reasonable attorney's fees of any such action shall be added to the amount of such 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.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any trust or mortgage recorded prior to the perfection of the Association's lien, in accordance with Section 55-516 of the Virginia Property Owners' Association Act ("POA Act"). Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment thereof which became due

prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become 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 Area; and
- (c) all properties owned by charitable or other 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 assessment.

ARTICLE VII RESTRICTIVE COVENANTS

Section 1. All Lots 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 and containing a private garage for not more than two cars, and Structures appurtenant thereto of a residential character to the extent authorized by this Declaration or approved by the Association in accordance with this Declaration. If any Structure on any Lot in the Association is improved, demolished or rebuilt, any such actions shall be subject to prior review and approval of the Architectural Control Committee pursuant to this Article VII.

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 unreasonable annoyance or nuisance to other Owners or residents or the Neighborhood as a whole. An Owner or occupant may use a portion of their home for a professional or home office or studio (including, e.g., for providing individual piano, educational or other artistic lessons), provided that such use shall be consistent with all other provisions of this Declaration and all laws, zoning ordinances and regulations and shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant. Except for such professional or home office or studio use, no other home-based business, industry or profession of any kind, whether commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on a Lot or elsewhere on the Property without the prior written approval of the Board of Directors. Notwithstanding the above, no such professional or home office or studio, or other use approved in writing by the Board pursuant to this provision, shall be permitted if it (i) results in, requires or generates daily visits to the Lot, or an otherwise significant number of visits as determined by the Board, by clients, customers or other persons; or (ii) results in, requires or involves equipment, signs or business-related items stored, parked, kept or visible on or from the exterior of the Owner's Lot or home. This provision shall not be interpreted to prohibit or require Board approval for an Owner or resident of a Lot providing occasional babysitting for another resident of the Neighborhood as long as that babysitting does not require any county or state licensing or permits.

Section 3. No Structure or addition to a Structure shall be erected, placed, altered or externally improved on any Lot until the plan and specification, including elevations, material, color and texture and a site plan showing location of improvement with grading modifications shall be filed with and approved in writing by the Architectural Control Committee. No alterations,

additions or improvements shall be made to any garage which would defeat the purpose for which it was intended.

Section 4. All fences, walls, or enclosures must be approved by the Architectural Control Committee as to location, material and design. Any fence, barrier, 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.

Section 5. All Lots, Structures and yards shall be maintained in a neat and attractive manner so as not to detract from the appearance of the Neighborhood, and must be in compliance with the Architectural Control Committee Guidelines.

Section 6. No Structure of a temporary character, trailer, tent, shack, pod, garage, barn or other outbuilding shall be placed on any Lot at any time for residential or storage use for more than seventy-two (72) hours in any one week without prior written approval by the Architectural Control Committee.

Section 7. No signs of any kind shall be displayed to the public view on any Lot or on any Structure or in the window of any building, without the permission of the Architectural Control Committee, except those signs that are in compliance with the Architectural Control Committee Guidelines.

Section 8. The maintenance, keeping, boarding or raising of animals, livestock, reptiles or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or other part of the Neighborhood, except that this shall not prohibit the keeping of not more than two dogs and two cats or other domesticated common household pets, provided such domestic pets are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the Neighborhood. All domestic pets are subject to the applicable Fairfax County Code and regulations. Pets shall be attended to at all times, shall not be permitted to trespass, and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. The person accompanying any pet is responsible for the removal and disposal of any solid waste products deposited by the pet on Neighborhood Property or Lots.

Section 9. No Lot or any part of the Common Area shall be used or maintained as a dumping ground for rubbish or yard debris. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash or garbage receptacles shall not be visible from the front of the house, except as otherwise provided in the Architectural Control Committee Guidelines or other Association rules and regulations.

Section 10. No exterior appurtenances including, but not limited to antenna or solar panel of any sort shall be erected or maintained on any Structure, Lot or elsewhere within the Properties without the prior written consent of the Architectural Control Committee. Notwithstanding the above, prior written consent is not required for an Owner or occupant of a Lot to install wholly within a Lot's boundaries the following types of satellite dish or antenna: (1) a "dish" antenna that is one meter (39.37") or less in diameter that is designed to receive direct broadcast satellite service (including direct-to-home satellite service) or to receive or transmit fixed wireless signals via satellite; (2) an antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or

to receive or transmit fixed wireless signals other than via satellite; (3) an antenna that is designed to receive local television broadcast signals; and/or (4) any other dish or antenna that may subsequently be covered by the Federal Communications Commission's Over-the-Air Reception Devices ("OTARD") rule.

Section 11. 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.

Section 12. Vehicles not in regular use, recreational vehicles, house trailers, boats, boating equipment, trailers, camping equipment, or commercial or industrial vehicles such as, but not limited to, moving vans, trucks (not including trucks designed for consumer rather than commercial use), tractors, trailers, vans, wreckers, hearses, or buses shall not be regularly or habitually parked or stored on the Lots, unless located wholly within the Lot's closed garage. This provision is intended to allow these types of vehicles, trailers and other equipment to be temporarily located on the Lots (other than within a closed garage) only to the extent reasonably necessary to load or unload persons or items (e.g., before or after a boating, camping or other trip) or for a contractor to carry out repairs, service or other contracted work to or on a Lot.

Section 13. No drying of any wet clothes or airing of any garment, equipment or bedding shall be permitted to be done outside of the house located on any Lot in the Neighborhood except as permitted by the Architectural Control Committee Guidelines.

Section 14. Invalidation of any one or more of the covenants set forth herein (or part thereof) by judgment or court order shall in no way affect any of the other covenants set forth herein which shall remain in full force and effect.

Section 15. In addition to any other enforcement remedies available to the Association pursuant to this Declaration, 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 the Governing Documents. Failure by the Association or by any Owner to enforce any provision of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

Section 16. The Architectural Control Committee shall consist of not less than three members appointed by the Board of Directors. The Architectural Control Committee shall be empowered to implement the Architectural Control Committee Guidelines as established, approved and/or amended by the Board of Directors. The Architectural Control Committee Guidelines may include architectural design standards and maintenance standards, and shall constitute part of the Association's rules and regulations. Applications for approval and the decision by the Architectural Control Committee shall be submitted and done in accordance with the Architectural Control Committee Guidelines. Failure of the Committee to approve or disapprove a request within sixty (60) days shall be construed as the Committee's approval of the request unless the requested Structure, alteration, addition or improvement would violate an express restriction or prohibition contained in this Declaration. Appeals of decisions of the Architectural Control Committee shall be made in writing to the Board of Directors of the Association in accordance with the Architectural Control Committee Guidelines. During any period in which there is no functioning Architectural Control Committee (e.g., due to lack of volunteers), then the Board shall be deemed to be the Architectural Control Committee.

Section 17. No tree, hedge or shrub shall be planted or maintained in such a manner as to obstruct sight lines for vehicular or pedestrian traffic, to interfere with the proper drainage and operation of any storm water and/or sewer drainage easement and facility.

Section 18. Exceptions to Restrictive Covenants. Notwithstanding anything to the contrary in this Declaration, the following exceptions apply to the specified Lots within the section of the Neighborhood originally developed as Amanda Place:

(i) Any Structure in existence as of the date this Declaration is recorded in land records that is both (a) located on a Lot within the Amanda Place section and (b) in full compliance with the provisions of the Amanda Place Declaration shall not be deemed to be in violation of Sections 1, 3, 4 or 6 of this Article VII (or related rules and regulations of the Association); except, however, that any such Structure shall be properly maintained and repaired in accordance with the Governing Documents, and any replacement of that Structure and any exterior alteration, addition or improvement of that Structure must comply with the Governing Documents, including but not limited to any requirements to obtain the approval of the Board or the Architectural Control Committee. The existing Structures falling within this provision include, but are not necessarily limited to, the attached three-car garages on Lots 5A, 6A, and 10 and the detached garage on Lot 6A.

(ii) Consistent with the applicable zoning proffers (Amanda Place, RZ 95-B-021, amended February 2, 1996), Lot 9 is exempt from all provisions of this Declaration and the Owner of Lot 9 is not a Member of the Association until such time that the existing dwelling is removed and the County issues a residential occupancy permit for Lot 9's new replacement dwelling, except however that such new dwelling shall be subject to the architectural review required by the Declaration. Upon issuance of such occupancy permit, Lot 9 shall no longer be exempt from the provisions of this Declaration and the Owner of Lot 9 shall be a Member of the Association. In addition, at such time as Lot 9 is no longer exempt under this provision, any new Structure to be constructed on that Lot and any exterior alteration, addition or improvement of or to any Structure on that Lot existing as of that date shall be subject to the terms of this Article, except that any such existing Structures may be removed at any time by the Owner of Lot 9 without requiring approval of the Architectural Control Committee.

ARTICLE VIII COMMON DRIVEWAYS

Section 1. Definitions.

(a) "Common Driveways" shall be the areas within the Ingress and Egress Easements as shown on the plats attached to the Deeds of Dedication and Subdivision for any section of the Neighborhood.

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

Section 2. Use Restrictions.

(a) 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.

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

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

Section 3. Damage or Destruction. In the event that any Common Driveway is damaged or destroyed (including deterioration from ordinary wear and tear and laps of time):

(a) through the act of a Member or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Member to rebuild and repair the Common Driveway without cost to the other Owners of Affected Lots for that Driveway.

(b) other than by the act of Member, his agents, guest or family, it shall be the obligation of all owners of Affected Lots served by any Common Driveway to rebuild and repair such common Driveway at their joint and equal expense. To this end, the Owners of Affected Lots served by said 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 said Common Driveways as set forth herein, which cannot be resolved by the Owners, such dispute shall be resolved by arbitration. 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 IX EASEMENTS

Section 1. There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, to any Manager employed by or on behalf of the Association, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the Properties in the exercise of their functions, 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 Owner or tenant directly affected thereby when not an emergency situation or a governmental function.

Section 3. Easements for installation and maintenance of utilities, including sanitary and storm sewer lines are reserved over the Properties to the extent reflected in the various recorded deeds of subdivision or dedication and/or plats for each section of the Neighborhood.

Section 4. Lot Owners are responsible for knowing and complying with any easements, reservations, or rights of way specific to their Lots as may be recorded in deeds of subdivision or dedication and/or plats for the applicable section of the Neighborhood.

**ARTICLE X
POWERS AND DUTIES OF THE ASSOCIATION**

Section 1. Discretionary Powers: The Association shall have the following powers, 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 Owner 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 and 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 hereafter provided for.

(b) To provide such light 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 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.

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

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

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

(h) To otherwise carry out the responsibilities of the Association pursuant to this Declaration and those powers specified in the Association's Articles of Incorporation.

Section 2. Mandatory Duties. The Association shall exercise the following duties:

(a) To accept title to the Common Area and to hold and administer said property for the benefit and enjoyment of the owners and occupiers of Lots in the Neighborhood. 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 and enjoyment of the owners and occupiers of Lots in the Neighborhood.

(b) To make and enforce rules and regulations governing the appearance, use and maintenance of the Common Area and Lots, and governing such other areas of Association responsibility under this Declaration, including but not limited to rules and regulations pertaining to the assessment of charges for violations of the Declaration and rules and regulations of the Association pursuant to Section 55-513 of the POA Act.

(c) To mow the grass and to care for, spray, trim, protect, plant and replant trees and shrubs growing on the Common Area in a manner consistent with county, Commonwealth and Federal environmental laws and regulations and to pick up and remove from said property and area all loose material, rubbish, filth and accumulations of debris; and to do any other thing necessary in the judgment of the Association to keep the Common Area in neat appearance and in good order.

(d) To 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 an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and construction, location and use.

(e) To obtain fidelity bond (or employee dishonesty) 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.

(f) To provide, as part of the assessments imposed by the Association, an adequate reserve fund for maintenance, repairs, and replacements for those part of the Common Area which may be replaced or require maintenance on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 3. Board of Directors. All powers, duties and authority vested in or delegated to the Association are exercised by the Board of Directors, acting on behalf of the Association, except where such power, duty or authority is expressly reserved to the Members by the provisions of this Declaration, the Association's Articles of Incorporation or Bylaws, or applicable law.

ARTICLE XI RIGHTS OF MORTGAGEES

All Mortgages 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 Owner of a Lot relating to the mortgage owned by the Mortgagee of any obligation under this 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 books and records of the Association during normal business hours and upon reasonable notice to the Association.

Section 4. 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:

1. Unless all Mortgagees and two-thirds (2/3) of the Owners have given their prior written approval, the Association shall not:

(a) 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 purpose consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining assessments.

(c) By act or omission change, waive or abandon the architectural controls or imposition thereof established by this Declaration.

(d) Fail to maintain fire and extended coverage on insurable parts of the Common area or other Association property on a current replacement cost basis in an amount no less than one hundred (100%) percent of the insurable value based on current replacement costs, not including land value of the improvements.

(e) Use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property.

2. 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 payment shall be owed immediately reimbursement therefor from the Association.

3. The 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.

4. 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.

5. Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds shall be placed in the Association Reserve Fund.

ARTICLE XII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner 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 an Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant

or condition of this Declaration shall be deemed to be cumulative, and the exercise of anyone 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. The costs of any enforcement efforts, together with reasonable attorney's fees, incurred by the Association shall be treated as an assessment against the non-compliant Owner and such Owner's Lot in accordance with Article VI. In the event that the Association incurs any maintenance, repair, restoration or replacement expenses as a result of the act, neglect or carelessness of an Owner (or the Owner's family members, tenants, other residents of the Lot, or their guests, agents or invitees), then that Owner shall be liable for all such expenses, which shall be treated as an assessment against such Owner and such Owner's Lot in accordance with Article VI.

Section 2. Severability/Conflict. Invalidation of anyone 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. In the event of irreconcilable conflict between the Declaration and other Governing Documents, the provisions of the Declaration shall control.

Section 3. 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 Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of twenty (20) years. The covenants and restrictions of this Declaration may be amended in the whole or in part. Any such amendment shall have the assent of not less than two-thirds (2/3) of the Association's Eligible Members, which may be obtained by a vote at a meeting duly called for this purpose, written notice of which shall be sent to all Members 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 (in the manner required by law for the execution and acknowledgment of deeds) by the Association and recorded among the land records of Fairfax County, Virginia.

Section 4. Use of Technology. Notwithstanding anything to the contrary in this Declaration or the Association's Bylaws or Articles of Incorporation, the Board may provide for or allow notices, signatures, votes, consents or approvals to be accomplished using the most advanced technology available at the time if such use is a generally accepted business practice, all in accordance with any requirements and limitations imposed by Section 55-515.3 of the POA Act and by the Virginia Nonstock Corporation Act, as may be amended from time to time. If a provision of this Declaration provides for a vote, approval or consent of Members at a meeting, such vote, approval or consent may also, or in the alternative, be obtained by mail or electronic transmission in accordance with applicable law, and in such event, the minimum total number or percentage of Members required to participate in the process shall be equal to the applicable quorum requirement had a meeting been held for that purpose, and such process shall be subject to the same amount of advance notice as would have to be given to Members had a meeting been held for that purpose.

IN WITNESS WHEREOF, GEORGE MASON FOREST HOMEOWNERS ASSOCIATION, INC. and AMANDA PLACE PROPERTY OWNERS ASSOCIATION, INC., as successor to Amanda Place Homeowners Association, Inc., have caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions to be signed by its respective president or vice president and attested by its respective secretary, who hereby certify that this amendment was duly adopted by the required percentage of Owners.

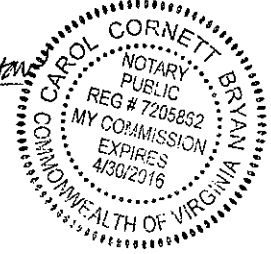
Signed By: Tena R. Bluhm Date: July 3, 2013
Tena R. Bluhm, President,
George Mason Forest Homeowners Association, Inc.

State of Virginia,
City/County of Fairfax, to wit:

The foregoing instrument was acknowledged before me on this 3rd day of July, 2013 by Tena R. Bluhm, whose name is signed as president of George Mason Forest Homeowners Association, Inc. to the foregoing amendment instrument, as being signed pursuant to due and proper authority on behalf of that Association.

Carol Cornett Bryan
Notary Public

My commission expires: 4-30-13
My notary registration number: 7205862



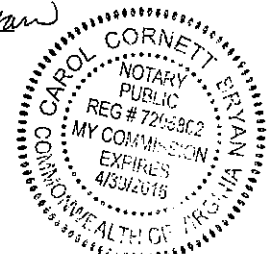
Attested To By: Fred Knowles Date: July 3, 2013
Fred Knowles, Secretary,
George Mason Forest Homeowners Association, Inc.

State of Virginia,
City/County of Fairfax, to wit:

The foregoing instrument was acknowledged before me on this 3rd day of July, 2013 by Fred Knowles, whose name is signed as secretary of George Mason Forest Homeowners Association, Inc. to the foregoing amendment instrument, as being signed pursuant to due and proper authority on behalf of that Association.

Carol Cornett Bryan
Notary Public

My commission expires: 4-30-16
My notary registration number: 7205862

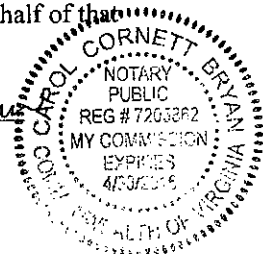


Signed By: Richard Tenga Date: 7/3/2013
Richard Tenga, Vice President, Amanda Place Property Owners Association,
Inc. (acting in President's absence)

State of Virginia,
City/County of Fairfax, to wit:

The foregoing instrument was acknowledged before me on this 3rd day of July, 2013 by Richard Tenga, whose name is signed as president/director of Amanda Place Property Owners Association, Inc. to the foregoing amendment instrument, as being signed pursuant to due and proper authority on behalf of that Association.

Carol Cornett Bryan
Notary Public



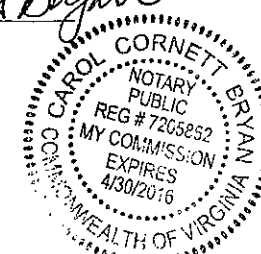
My commission expires: 4-30-16
My notary registration number: 7205862

Attested To By: Fred Knowles Date: July 3, 2013
Fred Knowles, Secretary, Amanda Place Property Owners Association, Inc.

State of Virginia,
City/County of Fairfax, to wit:

The foregoing instrument was acknowledged before me on this 3rd day of July, 2013 by Fred Knowles, whose name is signed as secretary of Amanda Place Property Owners Association, Inc. to the foregoing amendment instrument, as being signed pursuant to due and proper authority on behalf of that Association.


Carol Cornett Bryan
Notary Public



My commission expires: 4-30-16
My notary registration number: 7205862

APPROVAL BY OWNERS IN AMANDA PLACE SECTION
FOR AMENDED AND RESTATED DECLARATION

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

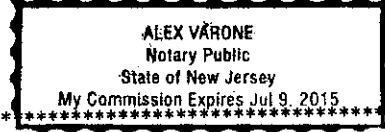
LOT 5A AMANDA PLACE
9990 Ashley Way
Fairfax VA 22092 Anthony Piracelli 
Lot # or Address Print Name Signature

STATE OF New Jersey
CITY/COUNTY OF Ocean:


The foregoing instrument was acknowledged before me, this 2nd day of August, 2013 in the aforesaid jurisdiction.


Notary Public (SEAL)

My Notary Registration No.: _____
My Commission Expires: July 9, 2015

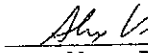


I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

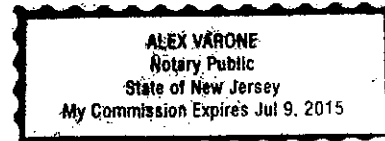
LOT 5A AMANDA PLACE
9990 Ashley Way
Fairfax VA 22092 Anthony Piracelli 
Lot # or Address Print Name Signature

STATE OF New Jersey
CITY/COUNTY OF Ocean:

The foregoing instrument was acknowledged before me, this 2nd day of August, 2013 in the aforesaid jurisdiction.


Notary Public (SEAL)

My Notary Registration No.: _____
My Commission Expires: July 9, 2015



PROPOSED VERSION 05/21/13

APPROVAL BY OWNERS IN AMANDA PLACE SECTION FOR AMENDED AND RESTATED DECLARATION

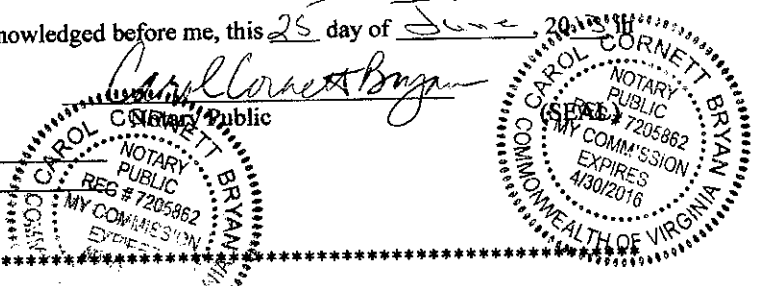
I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

9991 Ashby Manor Ct Anne P. Pilcher [Signature]
Lot # or Address Print Name Signature

STATE OF Virginia
CITY/COUNTY OF Fairfax:

The foregoing instrument was acknowledged before me, this 25 day of June, 2013, the aforesaid jurisdiction.

My Notary Registration No.: 7205862
My Commission Expires: 4.30.16



I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF
CITY/COUNTY OF:

The foregoing instrument was acknowledged before me, this ___ day of ___, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.:
My Commission Expires:

PROPOSED VERSION 05/21/13

APPROVAL BY OWNERS IN AMANDA PLACE SECTION FOR AMENDED AND RESTATED DECLARATION

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

9993 Ashley Manor Lot # or Address Mari Tenga Print Name Man Jerry Signature

STATE OF Fairfax Virginia CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me, this 25 day of June, 2013 in the aforesaid jurisdiction.

Notary Public Carol Cornett Bryan seal: CAROL CORNETT BRYAN NOTARY PUBLIC REG # 7205862 MY COMMISSION EXPIRES 4/30/2016 COMMONWEALTH OF VIRGINIA

My Notary Registration No.: 7205862 My Commission Expires: 4.30.16

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF CITY/COUNTY OF

The foregoing instrument was acknowledged before me, this ___ day of ___, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.: My Commission Expires:

APPROVAL BY OWNERS IN AMANDA PLACE SECTION
FOR AMENDED AND RESTATED DECLARATION

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

9994 Ashley Manor Ct Fred S. Knowles Jr Fred Knowles Jr
Lot # or Address Print Name Signature

STATE OF Virginia
CITY/COUNTY OF Fairfax :

The foregoing instrument was acknowledged before me, this 27th day of June, 2013 in the aforesaid jurisdiction.

Carol Loretta Bryan (SEAL)
NOTARY PUBLIC
REG # 7205862
MY COMMISSION EXPIRES 4/30/2016
COMMONWEALTH OF VIRGINIA

My Notary Registration No.: _____
My Commission Expires: 4.30.16

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF _____
CITY/COUNTY OF _____ :

The foregoing instrument was acknowledged before me, this ____ day of _____, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.: _____
My Commission Expires: _____

APPROVAL BY OWNERS IN AMANDA PLACE SECTION FOR AMENDED AND RESTATED DECLARATION

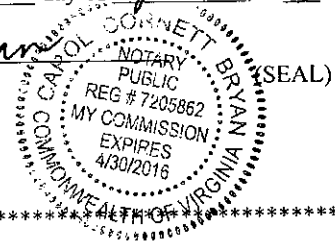
I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

9995 Ashley Manor Ct Xiaoming Wang [Signature]
Lot # or Address Print Name Signature

STATE OF Virginia
CITY/COUNTY OF Fairfax :

The foregoing instrument was acknowledged before me, this 25 day of June, 2013 in the aforesaid jurisdiction.

[Signature]
Notary Public



My Notary Registration No.: 7205862
My Commission Expires: 4.30.16

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF
CITY/COUNTY OF :

The foregoing instrument was acknowledged before me, this ___ day of ___, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.:
My Commission Expires:

PROPOSED VERSION 05/21/13

APPROVAL BY OWNERS IN AMANDA PLACE SECTION FOR AMENDED AND RESTATED DECLARATION

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

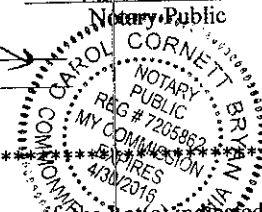
9996 Ashley Manor Ct Sally Lee Signature

STATE OF VA CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me, this 25 day of June, 2013 in the aforesaid jurisdiction.

Carol Cornett Bryan Notary Public (SEAL)

My Notary Registration No.: My Commission Expires: 9.30.16



I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

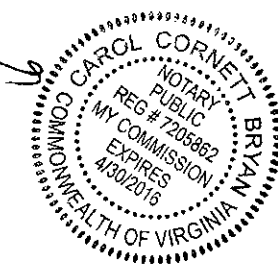
9996 Ashley Manor Ct Paul Hollman Signature

STATE OF VA CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me, this 25 day of June, 2013 in the aforesaid jurisdiction.

Carol Cornett Bryan Notary Public (SEAL)

My Notary Registration No.: My Commission Expires: 4.30.16



J

APPROVAL BY OWNERS IN AMANDA PLACE SECTION FOR AMENDED AND RESTATED DECLARATION

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

9997 Ashley Manor Court Lot # or Address, Glenda Trimmer Print Name, Glenda Trimmer Signature

STATE OF Virginia CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me, this 27th day of June in the aforesaid jurisdiction.

[Signature] Notary Public



My Notary Registration No.: 7088714 My Commission Expires: February 29, 2016

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

9997 Ashley Manor Ct Lot # or Address, William S Trimmer Print Name, [Signature] Signature

STATE OF VIRGINIA CITY/COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me, this 27th day of June, 2013 in the aforesaid jurisdiction.

[Signature] Notary Public



My Notary Registration No.: 7088714 My Commission Expires: February 29, 2016

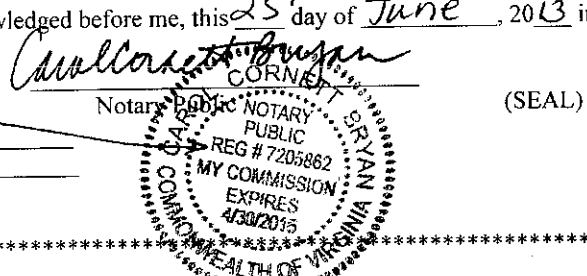
APPROVAL BY OWNERS IN AMANDA PLACE SECTION FOR AMENDED AND RESTATED DECLARATION

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

4500 Rachael Manor Drive Kelly Dobrydney Kelly Dobrydney
Lot # or Address Print Name Signature

STATE OF Virginia
CITY/COUNTY OF Fairfax/Fairfax

The foregoing instrument was acknowledged before me, this 25th day of June, 2013 in the aforesaid jurisdiction.



My Notary Registration No.:
My Commission Expires: 4.30.15

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF
CITY/COUNTY OF

The foregoing instrument was acknowledged before me, this ___ day of ___, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.:
My Commission Expires:

APPROVAL BY OWNERS IN AMANDA PLACE SECTION
FOR AMENDED AND RESTATED DECLARATION

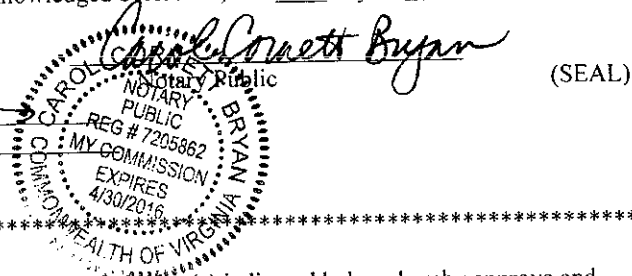
I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

4501 RACHAEL MANOR ARTHUR T. DEVLIN Arthur T. Devlin
Lot # or Address FAIRFAX, VA Print Name Signature

STATE OF VIRGINIA
CITY/COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me, this 25 day of June, 2013 in the aforesaid jurisdiction.

My Notary Registration No.:
My Commission Expires: 4.30.16



I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF _____
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me, this ____ day of _____, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)
My Notary Registration No.: _____
My Commission Expires: _____

APPROVAL BY OWNERS IN AMANDA PLACE SECTION
FOR AMENDED AND RESTATED DECLARATION

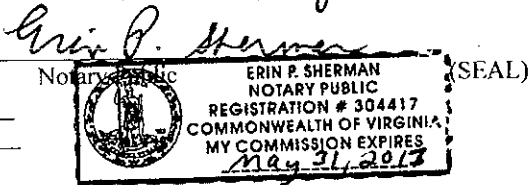
I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

4502 Rachael Manor Timothy G. Donovan [Signature]
Lot # or Address Print Name Signature

STATE OF Virginia
CITY/COUNTY OF Fairfax:

The foregoing instrument was acknowledged before me, this 25 day of June, 2013 in the aforesaid jurisdiction.

My Notary Registration No.: 304417
My Commission Expires: May 31, 2017



I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF _____
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me, this ____ day of _____, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)
My Notary Registration No.: _____
My Commission Expires: _____

APPROVAL BY OWNERS IN AMANDA PLACE SECTION
FOR AMENDED AND RESTATED DECLARATION

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

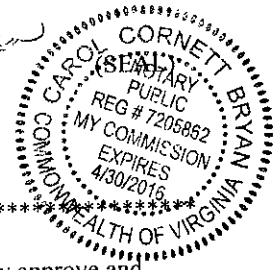
4503 Rachael Manor Lucy Green Lucy Green
Lot # or Address Print Name Signature

STATE OF Virginia
CITY/COUNTY OF Fairfax:

The foregoing instrument was acknowledged before me, this 25 day of June, 20 13 in the aforesaid jurisdiction.

Caryl Cornett Bryan
Notary Public

My Notary Registration No.: 7205862
My Commission Expires: 7.30.16



I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF _____
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me, this ____ day of _____, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.: _____
My Commission Expires: _____

APPROVAL BY OWNERS IN AMANDA PLACE SECTION
FOR AMENDED AND RESTATED DECLARATION

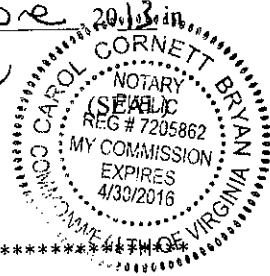
I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

4504 Rachael Manor Susan Job Susan Job
Lot # or Address Print Name Signature

STATE OF VA
CITY/COUNTY OF Fairfax :

The foregoing instrument was acknowledged before me, this 25 day of June, 2013 in the aforesaid jurisdiction.

Carol Cornett Bryan
Notary Public



My Notary Registration No.: 7205862
My Commission Expires: 4.30.16

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF _____
CITY/COUNTY OF _____ :

The foregoing instrument was acknowledged before me, this ____ day of _____, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.: _____
My Commission Expires: _____

PROPOSED VERSION 05/21/13

APPROVAL BY OWNERS IN AMANDA PLACE SECTION FOR AMENDED AND RESTATED DECLARATION

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

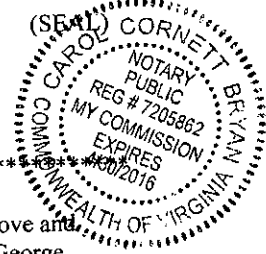
4505 Rachel Manor Dr. Charles Collins Signature [Handwritten Signature]

STATE OF VIRGINIA CITY/COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me, this 1st day of July, 2013 in the aforesaid jurisdiction.

[Handwritten Signature] Notary Public

My Notary Registration No.: 7205862 My Commission Expires: 4-30-16



I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF CITY/COUNTY OF

The foregoing instrument was acknowledged before me, this ___ day of ___, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.: My Commission Expires:

PROPOSED VERSION 05/21/13

APPROVAL BY OWNERS IN AMANDA PLACE SECTION FOR AMENDED AND RESTATED DECLARATION

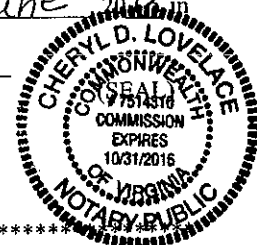
I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

4506 Rachel Manor Dr Fairfax Va 22032 William R Goldsmith Signature

STATE OF Virginia CITY/COUNTY OF Prince William

The foregoing instrument was acknowledged before me, this 17 day of June 2012 in the aforesaid jurisdiction.

Cheryl D. Lovelace Notary Public



My Notary Registration No.: 7514310 My Commission Expires: 10/31/2016

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF CITY/COUNTY OF

The foregoing instrument was acknowledged before me, this day of 20 in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.: My Commission Expires:

APPROVAL BY OWNERS IN AMANDA PLACE SECTION
FOR AMENDED AND RESTATED DECLARATION

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

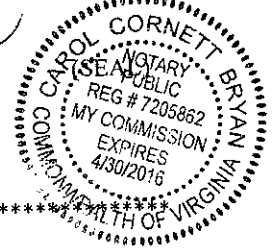
4507 Rachael Manor Dr. Marc Shichman 
Lot # or Address Print Name Signature

STATE OF VA
CITY/COUNTY OF Fairfax:

The foregoing instrument was acknowledged before me, this 25 day of June, 20 13 in the aforesaid jurisdiction.


Notary Public

My Notary Registration No.: 7205862
My Commission Expires: 4-30-16



I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF _____
CITY/COUNTY OF _____:

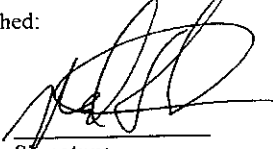
The foregoing instrument was acknowledged before me, this ___ day of _____, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.: _____
My Commission Expires: _____

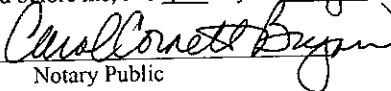
APPROVAL BY OWNERS IN AMANDA PLACE SECTION
FOR AMENDED AND RESTATED DECLARATION

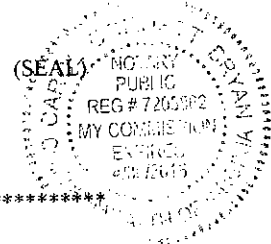
I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

4508 Rachael Manor Dr Neil Hewington 
Lot # or Address Print Name Signature

STATE OF Virginia
CITY/COUNTY OF Fairfax:

The foregoing instrument was acknowledged before me, this 4th day of August, 2013 in the aforesaid jurisdiction.


Notary Public



My Notary Registration No.: 7205862
My Commission Expires: 4-30-16

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

Lot # or Address Print Name Signature

STATE OF _____
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me, this ____ day of _____, 20__ in the aforesaid jurisdiction.

Notary Public (SEAL)

My Notary Registration No.: _____
My Commission Expires: _____

APPROVAL BY OWNERS IN AMANDA PLACE SECTION
FOR AMENDED AND RESTATED DECLARATION

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended and Restated Declaration of Covenants, Conditions and Restrictions for George Mason Forest Homeowners Association, Inc., to which this page is attached:

9992 Ashley Manor CT DUGUMA, Bahiru
Lot # or Address Print Name

[Handwritten Signature] 06/17/2013
Signature

STATE OF VA)
CITY/COUNTY OF Fairfax)
OF THE UNITED STATES) ss

The foregoing instrument was acknowledged before me, this day of 17, June, 2013 in the aforesaid jurisdiction.

[Handwritten Signature]
Notary Public (SEAL)

My Notary Registration No.: _____
My Commission Expires: _____
Jonathan Baas
Vice Consul
U. S. Embassy
New Delhi, India
COMMISSION EXPIRES: INDEFINITE