

Prepared by/Return to:
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**AMENDMENT TO THE
AMENDED DECLARATION
OF
COUNTRYSIDE PROPRIETARY**

This Amendment to the Amended Declaration is made this _____ day of _____, 2022 by COUNTRYSIDE PROPRIETARY, INC., a Virginia Nonstock Corporation (“Association”).

***** W I T N E S S E T H *****

WHEREAS, the Declarant, Four Thirty Seven Land Company, Inc., a Delaware corporation, subjected certain real property located within Loudoun County, Virginia, to that certain Declaration recorded on April 17, 1980, in Book 757, Page 710 among the land records of Loudoun County, Virginia; as amended by the Amended Declaration recorded on November 7, 1980, in Book 773, Page 116 among the land records of Loudoun County, Virginia; and as further amended (collectively referred to as the “Declaration”); and

WHEREAS, the Class A members are all Owners of the Lots and condominium units within the Association and are the only remaining members with voting rights. The Class C member was the Declarant and its membership status ceased in 1995. The Class D members were owners of multi-family residential units whose status converted to a Class A membership when the condominium declaration for The Villas at Countryside Condominium was recorded among the land records of Loudoun County, Virginia on August 25, 2005 as instrument number 20050825-0095823; and

WHEREAS, there are 2,539 Lots and condominium units within the Association and the record Owners of these Lots and condominium units are the Association’s only Members with voting rights; and

WHEREAS, Article X, Section 1 of the Declaration provides that the Declaration may be amended by an instrument executed and acknowledged by a majority of the Members of the Association and Article X, Section 9 requires the prior written consent and approval of the institutional holders of all first mortgages of record on the Lot to modify the method of determining and collecting common expenses assessments or other assessments and to modify or amend any material or substantive provision of the Declaration or Bylaws; and

WHEREAS, notice containing the proposed amendments to the Declaration set forth herein was mailed to all Members on _____, advising that proposed amendments to the Declaration would be presented to and voted upon by the Members; and

WHEREAS, notice containing the proposed amendments to the Declaration and Bylaws was mailed on _____ to the institutional holders of all first mortgages of record on a Lot pursuant to Section 55.1-1829 of the Virginia Property Owners Association Act and the Association received no objection to the proposed amendments; and

WHEREAS, the Association's Articles of Incorporation provide that each Member is entitled to one (1) vote for each Lot or unit they own; and

WHEREAS, by a vote of _____ (00) to _____ (00) out of _____ (00) total votes cast, the Association obtained the assent of the Members to adopt the amendments to the Declaration set forth herein; and

WHEREAS, pursuant to the authority granted to the President of the Association under the Association's Bylaws, the President has signed and acknowledged this Amendment on behalf of the Association.

NOW THEREFORE, pursuant to and in accordance with the Declaration, the Association hereby amends the Declaration as follows:

1. Article I of the Declaration (Definitions) shall be deleted in its entirety and replaced with the following:

Section 1. "Association" or "Proprietary" shall mean and refer to Countryside Proprietary, a Virginia nonstock corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto brought within the jurisdiction of the Association, in accordance with the terms of the Declaration.

Section 3. "Common Area" shall mean and refer to all real property and the improvements thereon owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" means (i) any plot or parcel of land designated for separate ownership or occupancy shown on a recorded subdivision plat for a development or the boundaries of which are described in the declaration or in a recorded instrument referred to or expressly contemplated by the declaration, other than a common area, and (ii) a unit in a condominium association or a unit in a real estate cooperative if the condominium or cooperative is a part of a development.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association. Ownership of a Lot is the sole qualification for membership. Any reference to "Class A member" or "each class of the then Members" shall be deemed to mean and refer to a Member.

Section 6. “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 part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Dwelling” shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence.

Section 8. “Mortgagee” means the holder of any recorded mortgage, or the party secured or the beneficiary of any recorded deed of trust, encumbering one or more of the Lots. “Mortgage” shall include deed of trust. “First Mortgage” shall mean a Mortgage with priority over other Mortgages. As used in this Declaration, the term “Mortgagee” shall mean any mortgagee and not be limited to institutional lenders. As used in the Declaration, the term “Institutional Mortgagee” or “Institutional Holder” shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings, credit unions, pension funds, mortgage companies, Federal National Mortgage Association (“FNMX”), Federal Home Loan Mortgage Corporation (“FHLMC”), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration the terms “holder” and “mortgagee” shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 9. “Development Plan” shall mean and refer to the total general scheme of intended uses of land in the Properties approved by Loudoun County, Virginia as illustrated in Exhibit A hereof, as may be amended from time to time, and as further defined herein.

Section 10. “Book of Resolutions” shall mean and refer to the document containing the rules and regulations and policies of the Association, as they may from time to time be amended and repealed.

Section 11. “Governing Documents” shall mean and refer to the Articles of Incorporation, this Declaration, Supplementary Declarations, the Bylaws, and the Book of Resolutions, as such may be amended from time to time.

Section 12. “Living Unit” shall mean and refer to any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a Single Family.

Section 13. “Neighborhood District” shall mean and refer to a portion of the

Properties which is a coherent and defined geographic area, containing more than one cluster.

Section 14. “Notice” shall mean and refer to written notice delivered personally or mailed to the last known address of the intended recipient or sent by any method of delivery permitted by the Virginia Nonstock Corporation Act (“Act”) or the Virginia Property Owners Association Act (“POAA”).

Section 15. “Occupant” shall mean and refer to an occupant of a Living Unit who is the Owner or contract purchaser or tenant or sublessee who holds a written lease having an initial term of at least six (6) months and the members of the Owner’s or tenant’s household residing in the Living Unit.

Section 16. “Quorum” shall mean and refer to the representation by presence or proxy at a meeting of the Members who hold one-tenth (1/10) of the outstanding votes in the Association, unless otherwise provided for a specific vote under this Declaration, the Proprietary’s Bylaws, or the Proprietary’s Articles of Incorporation.

Section 17. “Short Term Rental” shall mean the provision of a dwelling, room or space that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than thirty (30) consecutive days, in exchange for a charge for the occupancy.

Section 18. “Single Family” shall mean and refer to: (a) One or more persons related by blood or marriage together with any number of natural, foster, step or adopted children, domestic servants, nurses and therapists and no more than two roomers or boarders; or b. No more than 4 unrelated persons; or, c. Any group identified in Section 15.2-2291 of the Code of Virginia.

Section 19. “Supplementary Declaration” shall mean and refer to any declaration of covenants, conditions and restrictions that is recorded in the Clerk’s office of the Loudoun County, Virginia Circuit Court which extends the provisions of this Declaration to a section of the Property, or which contains complementary provisions for such section.

2. Article II, Section 2 of the Declaration (Additions) is hereby deleted in its entirety and replaced with the following:

(a) Additional land may be annexed to the Proprietary upon the assent of more than two-thirds (2/3) of the Members.

(b) Any annexations shall be made by recording a Supplementary Declaration signed by the President of the Association with the Clerk’s office of the Circuit Court of

Loudoun County, Virginia.

3. Article II, Section 3 of the Declaration (The Development Plan) is deleted in its entirety.
4. Article II, Section 4 of the Declaration (Merger) shall be renumbered to Section 3 and the last sentence is deleted in its entirety and replaced with the following:

Such merger or consolidation shall have the assent of more than two-thirds (2/3) of the Members.

5. The word “nonprofit” shall be deleted from Article III, Section 1 of the Declaration (Organization).
6. Article III, Section 2 of the Declaration (Membership) shall be deleted in its entirety and replaced with the following:

Section 2. Membership

(a) Basis. *Every person or entity who holds a membership interest in the Association by virtue of ownership of a Lot is automatically a member of the Association. Membership may not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.*

(b) Member’s Rights and Duties. *Each Member shall have the rights, duties, and obligations set forth in the Governing Documents.*

(c) Exercise of Vote. *Members are entitled to one vote for each Lot owned. The vote for any membership which is held by more than one person may be exercised by any one of them, unless an objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.*

7. Article III, Section 3(a) of the Declaration (Board of Directors) shall be deleted in its entirety and replaced with the following:

(a) Composition. *The number of Directors and election procedures are set forth in the Bylaws and Articles of Incorporation.*

8. Article III, Section 3(c)(2) of the Declaration (Board of Directors) shall be deleted in its entirety and replaced with the following:

(2) Rule Making. *To establish rules and regulations for use of the Property and the conduct of the Occupants on the Common Area; to review, modify, and approve architectural standards adopted by the Design Review Committee; and impose monetary penalties against a Member for infractions of the Governing Documents*

and the Association's rules and regulations by an Occupant or the Occupant's guests, employees, agents, sublessees, and invitees; and

9. Article IV, Section 1(a) of the Declaration (Member's Right of Enjoyment) shall be deleted in its entirety and replaced with the following:

(a) the right of the Association to borrow money, pledge, mortgage, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided however, that any such any action to pledge, mortgage, deed in trust, or hypothecate any or all of its real property shall require the assent of. Any action to borrow money, or to pledge any or all of its personal property may be done by the Board of Directors following approval by the membership; and

10. Article IV, Section 1(d) of the Declaration (Member's Right of Enjoyment) shall be deleted in its entirety and replaced with the following:

(d) the right of the Board to suspend the voting rights and the right to use the Common Areas and facilities for any period during which any assessment or other financial obligation to the Association remains unpaid for more than sixty (60) days and for any period during which an Occupant is found in violation of the Governing Documents or rules and regulations of the Association. Any suspension of an Occupant's right to use the Common Area or facilities shall extend to all Occupants of the Living Unit, their guests, sublessees, invitees, employees, and agents; and

11. Article IV, Section 1(e) of the Declaration (Member's Right of Enjoyment) shall be deleted in its entirety and replaced with the following:

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority, or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed upon by the Members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless more than two-thirds (2/3) of the Members consent to such dedication, transfer, purpose, and conditions.

12. Article IV, Section 2 of the Declaration (Delegation of Right to Use) shall be deleted in its entirety and replaced with the following:

Section 2. Delegation of Right of Use. Any Member of the Association may delegate their rights to the use and enjoyment of the Common Areas to the members of their household and their tenants subject to leases of at least six (6) months subject to the rules and regulations adopted by the Board. No Member may delegate their right to use and enjoy the Common Area to any person occupying

the Living Unit in violation of the Declaration or rules and regulations, including those occupying a Living Unit pursuant to a Short-Term Rental.

13. Article IV, Section 3 of the Declaration (Title to Common Area) shall be deleted in its entirety and replaced with the following:

Section 3. Title to Common Area. In the event any open space in the Proprietary which is not owned by the Proprietary is foreclosed upon, the Proprietary shall have a right of first refusal to purchase the open space for an amount not more than the outstanding obligation. If the open space is secured as part of an obligation on a larger tract of land, the holder shall separate the open space obligation based upon the ratio of a fair appraisal of the open space to fair appraisal of the larger tract. The open space appraisal shall take into consideration its limitations of development for commercial and residential use.

14. Article V, Section 4(a)(2) of the Declaration (Basis for General Assessments) shall be deleted in its entirety and replaced with the following:

(2) Basis for Assessment. For General Assessment purposes, all Members owning: (i) detached single family homes shall be assessed on an equal and uniform basis; (ii) attached single family homes shall be assessed on an equal and uniform basis; and, (iii) condominium units shall be assessed on an equal and uniform basis.

15. Article V, Section 4(a)(3) of the Declaration (Maximum) shall be deleted in its entirety.

16. Article V, Section 4(b)(2) of the Declaration (Basis for Neighborhood District Assessments) shall be deleted in its entirety and replaced with the following:

(2) Basis for Assessment. Assessments applicable to a Neighborhood District shall be assessed against the Members of that Neighborhood District on an equal and uniform basis based on the type of dwelling unit. Therefore all detached single family homes in the same Neighborhood District shall be assessed a uniform Neighborhood District assessment, all attached single family homes in the same Neighborhood District shall be assessed a uniform Neighborhood District assessment, and all condominium units in the same Neighborhood District shall be assessed a uniform Neighborhood District assessment

17. Article V, Section 4(b)(3) of the Declaration (Maximum) shall be deleted in its entirety

18. Article V, Section 5 of the Declaration (Increase in Maximum Annual Maintenance Assessment) shall be deleted in its entirety and replaced with the following:

Section 5. Increase in Maximum Annual Maintenance Assessment. The maximum annual maintenance assessment and/or the maximum Neighborhood District

Assessment hereinabove provided for, may be increased by the Board of Directors without a vote of the Members by an amount equal to twelve percent (12%) of the maximum annual assessment and/or the maximum Neighborhood District Assessment for the preceding year, plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

The maximum annual maintenance assessment may be increased above by more than twelve percent (12%) over the preceding year if a majority of all votes entitled to be cast by the Members at a meeting in which quorum is present or through an electronic vote approve such increase. For the purposes of voting on such an increase in the maximum annual maintenance assessment, quorum will be at least a majority of the members of the Association present in person or by proxy or voting electronically.

19. Article V, Section 6 of the Declaration (Non-Payment of Assessments – Memorandum of Lien for Assessments) shall be deleted in its entirety and replaced with the following:

Section 6. Non-Payment of Assessments – Memorandum of Lien for Assessments.

Any assessment, charge, or other fee levied pursuant to the Governing Documents, and any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied,

The lien evidenced hereby shall bind the Lot or Lots herein described in the hands of the then Owner thereof, their heirs, devisees, personal representatives, and assigns. The personal obligation of the Member to pay such assessment shall, in addition, remain their personal obligation and a suit to recover a money judgment for nonpayment of any assessment, charge or fee levied pursuant to the Governing Documents, or any installment thereof, may be maintained without establishing, perfecting, foreclosing, or waiving the lien herein provided.

Any assessment, charge, fee, or installment thereof, which is not paid within ten (10) days after it is due, may bear interest at the rate of eight percent (8%) per annum, be subject to a late fee in such amounts as determined by the Board, and the Association may bring an action at law against the Member obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to the Member in the manner now or hereafter provided by law, or if no separate provision is made by law, then in the manner now or hereafter provided by law for the foreclosure of mortgages, deeds of trust or other liens on real property in the

Commonwealth of Virginia containing a power of sale or consent to a decree. If the assessment, charge, or fee is payable in installments and such installment is not paid within ten (10) days after it is due, the total remaining balance due may be accelerated, without notice to the Member, to become immediately due and payable.

All costs, including attorney's fees, incurred in the collection of any assessment, charge, or other fee regardless of whether court proceedings are initiated shall be assessed against the Member's Lot and be a personal obligation of the Member.

20. Article V, Section 7 of the Declaration (Assessment Certificates) shall be deleted in its entirety and replaced with the following:

Section 7. Assessment Certificates. The Board of Directors or management agent shall, upon request, furnish to any Member, contract purchaser, or Mortgagee, within fourteen (14) days after a written request therefor (or within such other times period as may be required by law), with a written statement of all unpaid assessments, charges, and fees due with respect to a specific Lot (or a statement that the amount of unpaid assessments, charges, and fees is zero). The Board or management agent may impose a reasonable charge for the preparation of such statement.

21. Article V, Section 9 of the Declaration (Exempt Property) shall be deleted in its entirety and replaced with the following:

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area.

22. Article V, Section 11 of the Declaration (Dissolution) shall be deleted in its entirety and replaced with the following:

Section 11. Dissolution. Upon the involuntary dissolution of the Association, each Lot shall continue to be subject to assessment, charges, and fees in accordance with this Declaration and each Owner of a Lot shall be personally obligated to pay such assessments, charges, and fees. The Association shall continue to be governed pursuant to this Declaration and unless otherwise amended, the provisions of the Bylaws in effect at the time of involuntary dissolution.

Dissolution by a vote of the Members shall be governed by the Articles of Incorporation.

23. Article VI, Section 1 of the Declaration (Design Review Committee) is deleted in its entirety and replaced with the following:

Section 1. Design Review Committee. Except for purposes of proper maintenance and repair, no building, fence, wall, structure, change of grade in or to any Lot, landscaping, addition, alteration, or improvement to the Lot or any structure thereon, whether permanent or temporary in nature, shall be commenced, directed, placed, moved, altered, or maintained upon the Property, nor shall any exterior change, including any change of color and materials, be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Design Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by a Design Review Committee designated by the Board of Directors.

24. Article VI, Section 2 of the Declaration (Design Review Committee – Operation) shall be deleted in entirety and replaced with the following:

Section 2. Design Review Committee – Operation. The Board of Directors shall appoint a Design Review Committee consisting of three (3) to seven (7) Members. The Board shall strive to appoint one committee member from each Neighborhood. The affirmative vote of a majority of the members of the Design Review Committee at a meeting in which quorum is met shall be deemed an act of the Design Review Committee. Notwithstanding the foregoing, the Design Review Committee may also take action outside of a meeting pursuant to the provisions set forth in the Articles of Incorporation and the Nonstock Corporation Act. In the event the Board fails to appoint a Design Review Committee, the Board shall act in its place and stead or may delegate the duties to a Neighborhood Advisory Council or other committee.

25. The first paragraph of Article VI, Section 3 of the Declaration (Approvals, Etc.) shall be amended to add the following to the end of the first paragraph:

Notwithstanding the foregoing, no plans and specifications will be deemed approved if the improvements or use are in violation of the Governing Documents or rules and regulations of the Association. Any addition, alteration, improvement, or change to a Lot or improvement thereon made in violation of the Governing Documents or rules and regulations shall be removed or altered at the expense of the Owner of the Lot to conform to the Governing Documents or rules and regulations within thirty (30) days after notice of the violation. The Board of Directors reserves the right to grant an extension of time to cure a violation of the Governing Documents or rules and regulations of the Association

26. Article VI, Section 6(d) is hereby amended by replacing the term “Architectural Control Committee” with “Design Review Committee”.

27. Article VI, Section 6(f) of the Declaration (Prohibited Uses and Nuisances) shall be deleted in its entirety and replaced with the following:

(f) no Lot shall be divided or subdivided, and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any Dwelling (other than the entire Dwelling) shall be leased, and all such leases shall be in writing and for a minimum lease term of six (6) months. No Lot or Dwelling may be used for hotel or transient use and Short-Term Rentals are prohibited. The Board may adopt a standard lease form and require its use and promulgate other rules and regulations governing the leasing and rental of Lots and Dwellings.

28. Article VI, Section 6(n) of the Declaration (Prohibited Uses and Nuisances) shall be deleted in its entirety and replaced with the following:

(n) No exterior antenna, satellite dish, or similar exterior improvement shall be maintained on the Property unless the prior written approval of the Design Review Committee is obtained; provided, however, that the Association shall not prevent access to telecommunication services in violation of applicable law and shall not require prior written approval to the extent prohibited by applicable law.

29. Article VI, Section 6 of the Declaration (Prohibited Uses and Nuisances) shall be amended to add the following new subsection (o):

(o) Lots and improvements thereon must be kept in good condition and repair. The Board of Directors may promulgate additional rules and regulations governing the maintenance and exterior condition of Lots, Dwellings, and other improvements on the Lot.

30. Article VI, Section 7 of the Declaration (Residential Use) shall be deleted in entirety and replaced with the following:

Section 7. Residential Use. All Dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a Dwelling, provided that such maintenance and use is limited to the person actually residing in the Dwelling and provided further, that such maintenance and use is in strict conformity with the provisions of applicable zoning law, ordinance, or regulation and any rules and regulations adopted by the Board governing the use of a Dwelling as a home based business or professional office. The Board may promulgate rules and regulations governing the use of the Dwelling and Common Areas by Occupants who maintain a home-based business or professional office to include defining what constitutes a home-based business or professional office; restricting businesses that increase traffic or parking usage; limiting the outdoor storage of materials and supplies; and assessing increased insurance costs against the Occupant.

31. Article VI, Section 8 of the Declaration (Fences) shall be deleted in entirety and replaced with the following:

Section 8. Fences. Any fences constructed on the Property shall be erected in accordance with the rules and regulations adopted by the Design Review Committee.

32. Article VI, Section 11 of the Declaration (Enforcement – Right to Remove or Correct Violations) shall be deleted in its entirety and replaced with the following:

Section 11. Right to Remove or Correct Violations. The violation or attempted violation of any rules and regulations adopted by the Board or any of its committees or the breach of the Governing Documents, shall give the Board the right, in addition to any other rights set forth in the Governing Documents or rules and regulations or available at law or in equity, to (a) enter any portion of the Lot (except the interior of the Dwelling) on which or to which, such violation or breach exists and summarily abate or remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist; or (b) enjoin, abate, or remedy by appropriate legal proceedings the continuance of any such violation. Except in the event of an emergency that constitutes a threat of injury to person or property, the Board shall provide the Owner of the Lot with notice of the violation, the requested cure, and a reasonable opportunity to cure the violation to the satisfaction of the Board before the Board may exercise self-help to abate or remove the violation. In the event the Owner fails to take such corrective action, the Board may enter upon the Lot to cure the violation without being deemed guilty of trespass and assess the costs against the Lot and become the personal obligation of the Owner of the Lot and collectible as an assessment.

The Association shall have the further right, through its Board, agents, employees, and committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the Governing Documents and rules and regulations exist on such Lot; and neither the Association, its directors, officers, agents, employees, and committee members shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

33. The second paragraph of Article VIII, Section 1 of the Declaration (Management Agent) shall be deleted in entirety and replaced with the following:

Any management agreement entered into by the Association shall provide, among other things, that such agreement may be terminated, with cause upon ninety (90) days' written notice to the other party or without cause and without the payment of a penalty or termination fee, upon ninety (90) days' written notice to the other party. The term of any such management agreement may be for one or more years.

34. Article VIII, Section 2 of the Declaration (Limitation of Liability) shall be deleted in entirety and replaced with the following:

Section 2. Limitation of Liability. The Association, its directors, officers, employees, and agents shall not be considered a bailee of any personal property stored or placed upon the Common Area (including property located in vehicles parked on the Common Area), whether or not exclusive possession of the particular area is given to the Occupant for parking or otherwise and shall not be responsible for the security of such personal property or for any loss or damage thereto. The Association shall not be liable for any failure of or interruption of services to be obtained by the Association or paid for as a common expense, or for personal injury or property damage which is caused by the elements or by any Occupant or any other person, or which results from electricity, water, snow, or ice which may leak or flow from or over any portion of the Property, or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. No diminution, offset, or abatement of any assessment, charge, or fee shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association or from any action taken by the Association to comply with any law, ordinance, or with the order or directive of any governmental agency. This section is not intended, nor shall it be construed to relieve any insurer of its contractual obligations under any policy benefiting the Association or any Occupant.

35. The last sentence of Article IX, Section 1 of the Declaration (Reservation of Easement Rights by the Declarant) shall be deleted in entirety. All subsequent Sections of Article IX shall be renumbered to reflect this deletion.

36. Article X, Section 1 of the Declaration (Amendment) shall be deleted in entirety and replaced with the following:

Section 1. Amendment. Subject to other limitations set forth in this Declaration, this Declaration may be amended by the majority of all votes entitled to be cast by the Members at a meeting in which quorum is present or through an electronic vote. For the purposes of voting on an amendment to this Declaration, quorum will be at least a majority of the members of the Association present in person or by proxy or voting electronically. Any amendment must be signed by the President of the Association and recorded with the Clerk's office of the Circuit Court of Loudoun County, Virginia to be effective. Unless such later date is specified in any such amendment, the effective date shall be the recordation date.

37. Article X, Section 4 of the Declaration (Successors of Declarant) shall be deleted in its entirety and replaced with the following:

Section 4. Compliance. Each Occupant and their respective guests, employees, agents, sublessees, and invitees shall be governed by, and shall comply with, all of

the terms of the Governing Documents and rules and regulations, as amended from time to time. A default shall entitle the Association, acting through its Board of Directors or management agent, to recover all costs, including without limitation legal fees, from the Occupant incurred as a result of the Occupant's failure or the failure of the Occupant's guests, employees, agents, sublessees, and invitees to comply with the Governing Documents and rules and regulations. Furthermore, each Occupant shall be liable to the Association for any costs incurred by the Association and the expense of all upkeep rendered necessary by such Occupant's acts or omissions and the acts and omissions of the Occupant's guests, employees, agents, sublessees, and invitees regardless of negligence or culpability, but only to the extent not covered by the proceeds of insurance carried by the Association.

38. The first paragraph of Article X, Section 9 of the Declaration (Consents) shall be deleted in its entirety and replaced with the following:

Any other provision of this Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the institutional holders of all first mortgages of record who opt in to receiving such notices on the lots. Mortgagees who have opted into receiving such notices shall provide their consent within 30 days; failure to provide consent within 30 days of receipt of the notice shall constitute consent:

39. Article X, Section 9(f) of the Declaration (Consents) shall be deleted.

40. Article X, Section 10 of the Declaration (Consent of Veterans Administration and/or Federal Housing Administration) shall be deleted in its entirety and replaced with the following:

Section 10. Use of Technology. Due to ongoing development of new technologies and corresponding changes in business procedures, to the extent permitted by law now or in the future, the Association and any Occupant may perform any obligation and exercise any right by use of technological means. This includes, without limitation, any notice required to be sent or received, and any signature, consent, vote, or approval required to be obtained.

41. The first two paragraphs of Article X, Section 11 of the Declaration (Additional Rights of Mortgagees – Notice) shall be deleted in their entirety.

42. Article X, Section 14 of the Declaration (Captions and Gender) shall be deleted in entirety and replaced with the following:

Section 14. Captions, Gender, Interpretation. The captions contained in this Declaration are for convenience only and are not part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this

Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

The Governing Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others or the Act or POAA. If there is any ambiguity or question regarding any term or provision in the Governing Documents, a determination may be made by the Board of Directors which shall be binding and conclusive and the Board may proceed, by majority vote, to prepare and record a corrective amendment.

43. All other provisions of the Declaration shall remain in full force and effect without amendment.

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[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned President of Countryside Proprietary has caused this Amendment to the Amended Declaration to be executed in its name on behalf of the Association.

_____, President

Countryside Proprietary

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

I, _____, a Notary Public in and for the state and county/city aforesaid, do certify that _____, whose name is signed to the writing above, bearing date on the _____ day of _____, 2022, has acknowledged the same before me in my county/city aforesaid on behalf of the Association.

Given under my hand this _____ day of _____, 2022.

Notary Public

My Commission Expires: _____

Registration Number: _____