

**CONSENT AND RATIFICATION OF  
AMENDMENTS TO THE DECLARATION OF COUNTRY CREEK ASSOCIATION, INC.**

As a member of the Country Creek Association, Inc., I/we hereby cast my/our consent and ratification of the following Amendments to the Declaration of Covenants, Conditions and Restrictions of the Country Creek Association, Inc.:

**Article VI, Section 1 of the Association's Declaration –  
Section 1. Creation of the lien and Personal Obligation of Assessments.**

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, *late fees, administrative charges, court costs* and all costs of collection, including but not limited to attorney's fees incurred by the Association, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with *late fees*, interest, *administrative charges, court costs*, and *costs of collection*, including but not limited to attorney's fees incurred by the Association, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title, unless expressly assumed by them. *The Association may assess costs of collection and attorney's fees incurred by the Association to the Owner and declare such fees a lien against the lot and the personal obligation of the Owner whether or not court action is initiated.*

\_\_\_\_\_ I/We **approve** the amendment to Article VI, Section 1 of the Declaration of Country Creek Association, Inc. (as noted in italics above).

\_\_\_\_\_ I/We **do not approve** the amendment to Article VI, Section 1 of the Declaration of the Country Creek Association, Inc. (as noted in italics above).

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**Article VI, Section 8 of the Association’s Declaration -  
Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum *and shall be subject to a late fee of twenty-five dollars (\$25.00) or such other amount as may be established by the Board of Directors from time to time.* The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability against the property. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area and the recreation facilities or abandonment of their Lot.

\_\_\_\_\_ I/We **approve** the amendment to Article VI, Section 8 of the Declaration of Country Creek Association, Inc. (as noted in italics above).

\_\_\_\_\_ I/We **do not approve** the amendment to Article VI, Section 8 of the Declaration of the Country Creek Association, Inc. (as noted in italics above).

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**Article XI, Section 1 of the Association’s Declaration –  
Section 1. Enforcement.**

The Association, or any Owner, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restrict herein contained shall in no event be deemed a waiver of the right to do so thereafter. *The Association shall have the power to assess monetary penalties for violations of the Declaration and any duly adopted policies, rules, or regulations, subject to the procedures and limitations in the Virginia Property Owners’ Association Act. Owners shall be assessed monetary penalties for any infraction of the Declaration and any duly adopted policies, rules, or regulations committed by their guests, family members, invitees, and tenants. Monetary penalties shall be treated in the same manner as assessments in this Declaration. In addition, the Association shall have the power to suspend an Owner’s privileges and right to use the Common Area for any period during which any assessment against his Lot remains unpaid for more than 60 days, and for a period not exceeding sixty (60) days for any violation of the Declaration and any duly adopted policies, rules, or regulations, subject to the procedures and limitations of the Virginia Property Owners Association Act. The Association shall have the power to suspend and Owner’s privileges and right to use the Common Area for any infraction of the Declaration and any duly adopted policies, rules, or regulations committed by an Owner’s guests, family members, invitees, and tenants. The Board of Directors may adopt rules and regulations to implement this authority.*

\_\_\_\_\_ I/We **approve** the amendment to Article XI, Section 1 of the Declaration of Country Creek Association, Inc. (as noted in italics above).

\_\_\_\_\_ I/We **do not approve** the amendment to Article XI, Section 1 of the Declaration of the Country Creek Association, Inc. (as noted in italics above).

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**Articles I, II, IV, V, VI, Article X and Article XI of the Association’s Declaration**

The amendments to the Articles above are solely for the purpose of removing references to the “Declarant”, “Class A”, and “Class B” member. The terms “Class A” and “Class B” members will be replaced with the terms “Owner” or “Lot Owner” where necessary, and references to the Declarant will be deleted. Sections of the Declaration that solely refer to the Declarant and are no longer applicable will be deleted in their entirety. This amendment is intended to bring the documents into conformity with the current operations of the Association as the “Declarant” entity and “Class B” member no longer exist.

\_\_\_\_\_ I/We **approve** the amendment to Article I, II, IV, V, VI, X, and XI, Section 1 of the Declaration of Country Creek Association, Inc.

\_\_\_\_\_ I/We **do not approve** the amendment to Article I, II, IV, V, VI, X, and XI, Section 1 of the Declaration of the Country Creek Association, Inc.

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**Member Vote Acknowledgment**

**I/We acknowledge our votes, consent, and ratification of the Amendments to Declaration for the Country Creek Association, Inc. (as indicated above) by signing below. All lot owners must sign and date this form below.**

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lot Address

**Please return this signed document by JULY 31, 2022 to:**  
  
Country Creek Association, Inc.  
c/o Ryan Courtney, Community Manager  
13998 Parkeast Circle  
Chantilly, VA 20151