

WBE
HUNTINGTON HILLS HOMEOWNERS' ASSOCIATION INC.
P.O. BOX 3852
FREDERICKSBURG, VIRGINIA 22402

September 7, 2001

Dear Members,

Please see the attached Amendment to the Huntington Hills Homeowners' Association Inc. Covenants, which is provided for your records. This Consent To Amendment was agreed to and signed by the required seventy-five percent (75%) of the members and recorded in the Clerk's Office of Fredericksburg on August 31, 2001. It is from this date forward that the Amendment is in force.

Thanking you for your participation in the operation of the Association.

Sincerely,



David Edelstein
President

Prepared by: Robert W. Ackerman

CONSENT TO AMENDMENTS OF DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS
HUNTINGTON HILLS

THIS CONSENT TO AMENDMENTS OF DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS is made this 31st day
of July, 2001, by James C. Bondurant (owner of Lot 1), Thomas J. Balch and Mary S. Balch
(owners of Lot 2), Tanner/Zarembra Construction Co., Inc. (owner of Lots 3 & 13), Kent D.
Stout and Anita Jo Stout (owners of Lot 4), Jafari Ahmad (owner of Lot 5), Gerald M. Smith
and Denise Bennett Smith (formerly Denise Bennett) (owners of Lot 6), Arnold Baron and Mary
Ann Baron (owners of Lot 7 & 8), Jonathan P. Conner and Mary K. Vanhorn (owners of Lot 9),
Nelson R. Bohrer and Peggy D. Bohrer (owners of Lot 10), J. Todd Hardy and Aimee S. Hardy
(owners of Lot 11), Ira D. Grinnan, Jr. and Nichole Grinnan (owners of Lot 12), Darren Charles
Barnes and Angela Joan Plante (owners of Lot 14), Stephen P. Stageberg (owner of Lot 15),
William G. Kjar and Resa M. Kjar (owners of Lot 16), J. Richmond Low and Patricia A. Low
(owners of Lot 17), James Richmond Low (owner of Lot 18), Quintus L. Ferguson and Eva D.
Ferguson (owners of Lot 19), George J. Barron and Betty C. Barron (owners of Lot 20), Edgar F.
Pulzone and Kathleen R. Pulzone (owners of Lot 21), Cecelia Heitmanek (owner of Lot 22),
Matthew R. Byrd and Vanessa A. H. Byrd (owners of Lot 23), Eldon J. Ullmer and Mary A.
Ullmer (owners of Lot 24), Marycarol K. Speier (owner of Lot 25), Edgar A. Lombard, IV
(owner of Lot 26), David L. Meisner (owner of Lot 27), Hue T. Duong and Hong T. Nguyen
(owners of Lot 28), David D. Eadie and Doris A. Eadie (owners of Lot 29), Neil B. Green and
Cynthia K. Green (owners of Lot 30),

TAX MAP IDENTIFICATION No. 298 A L1, 298 A L2, 298 A L3, 298 A L4, 298 A L5, 298 A L6, 298 A L7, 298
B L8, 298 B L9, 298 B L10, 298 B L11, 298 B L12, 298 B L13, 298 B L14, 298 B L15, 298 B L16, 298 A L17, 98
A L18, 298 A L19, 298 A L20, 298 B L21, 298 B L22, 298 B L23, 298 B L24, 298 B L25, 298 C L26, 298 C L27,
298 C L28, 298 C L29, 298 C L30, 298 C L31, 298 C L32.

Thomas E. Wheeler and Heidi D. Wheeler (owners of Lot 31), David T. Edelstein and Linda G. Edelstein (owners of Lot 32).

RECITALS

1. Huntington Hills Subdivision is comprised of thirty-two lots located in the City of Fredericksburg, Virginia, and is shown on a plat of survey entitled "Plat of Subdivision, Huntington Hills, prepared by Reid, Bagby, and Caldwell, dated February, 1992 and recorded in Plat Book 6, at Page 87 in the Clerk's Office of the Circuit Court of the City of Fredericksburg.

2. The lots in Huntington Hills subdivision are held, transferred, sold, given, donated, leased and occupied subject to certain covenants, reservations, restrictions and easements dated August 10, 1992, recorded in Deed Book 253, at Page 01 et seq., as amended, in Deed Book 273, at Page 826 et seq. in the Clerk's Office of the Circuit Court of the City of Fredericksburg, which were imposed on the lots by the fee simple owner as of the aforesaid date, herein the "Original Declaration" and "Amended Declaration" respectively.

3. Pursuant to the Original Declaration a homeowners' association was created under the name of Huntington Hills Homeowners' Association, Inc., herein the "Association."

4. Section 1. of Article IV of the Original Declaration provides that each lot owner is a member of the Association and shall be entitled to one vote for each lot owned.

5. Section 7. of the Article V of the Original Declaration provides that the covenants, reservations, restrictions and easements may be amended by the written consent of seventy-five percent (75%) of Class A votes in the Association and the unanimous consent of Class B members so long as Class B membership exists.

6. There are no Class B members and Class A members are the owners of all of the lots in Huntington Hills.

7. By their execution of this Consent to Amendments, the undersigned who comprise at least seventy-five percent (75%) of the Class A members entitled to vote do hereby consent to the Amendment of the Original Declaration and Amended Declaration as set forth hereinafter.

AMENDMENTS

Section 4. of Article II of the Original Declaration as amended by the Amended Declaration is hereby deleted in its entirety and the following is hereby substituted in its place.

Construction Materials. (a) Exterior Walls. The front elevation of all residences and garages shall be constructed exclusively of brick, stone, stucco, or a combination thereof approved by the Architectural Control Committee. Each brick front elevation exterior shall incorporate quoins on corners. The remaining exterior walls of all buildings constructed on any lot, including residences and garages shall be (i) constructed of brick, stone or stucco (ii) covered with solid wood siding, (iii) covered with horizontal hardboard type siding, (iv) vinyl or constructed or covered with any other material approved in writing by the Architectural Control Committee. The exterior walls of outbuildings such as garden sheds shall match the material used to cover the residence and garage, but does not require the use of brick, stone, or stucco on the front elevation. The exposed portion of any horizontal siding may be no more than eight inches in width. The use of any exterior metal for construction purposes other than baked metal window frames and aluminum siding is prohibited. The Architectural Control Committee may permit the use of such materials by express written approval.

(b) Windows. Each Residence shall have a minimum of two windows on all four elevations on the first and second floors. Windows on the front elevation of each Residence

shall incorporate arched, half round or transom windows accented with keyed mantels, jack arches, or soldier arches.

(c) Ceiling Height. Each Residence shall have a minimum first floor ceiling height of nine feet.

(d) Diversity. Each Residence shall be diverse in appearance from each Residence immediately adjoining it, including but not limited to different style and color.

(e) Roofs. The roofs of all Residences and other improvements to be constructed on the Property shall consist of either slate or shake or of a hardboard material fashioned to resemble slate or shake, or architectural fiberglass or architectural asphalt shingles. There shall be a minimum overhang of twelve inches on all roof eaves and rakes.

(f) Foundations. All exposed block foundations and all exposed front and side piers on front and side porches must be either brick, stone, stone veneer or brick veneer. The exposed sides and rear of foundations may be brick-patterned concrete painted to match the residence color scheme.

(g) Garages. (i) Any garage located on any lot must conform architecturally to the Residence that it serves. (ii) All lots shall have at least a two car garage. The doors for vehicular entrances to any garage shall be of a material and design approved by the Architectural Control Committee. (iii) No carport shall be constructed on any lot.

(h) Basements. Basements, when provided, need not be "finished" but must provide for easy access and subsequent finishing. The basement must be a minimum of 8 feet in height. All external exposed basement walls shall be either brick, stone, brick veneer, stone veneer, or brick-patterned concrete painted to match the residence color scheme.

(i) Chimneys. All exposed chimneys shall be brick, stone, brick veneer or stone veneer.

Article V of the Original Declaration and the Amended Declaration is hereby amended by adding the following section.

Section 8. Fees and Costs. Any persons or entity violating any provisions of the Original Declaration or any amendments to the Original Declaration shall be liable to the Association for all costs and reasonable attorney's fees incurred by the Association or the Architectural Control Committee in enforcing the Original Declaration or any amendments thereto.

Except as specifically amended by this Consent to Amendment, the Original Declaration and Amended Declaration shall remain in full force and effect.

JAMES C. BONDURANT

THOMAS J. BALCH

MARY S. BALCH

TANNER/ZAREMBA CONSTRUCTION
CO., INC.

BY: _____


KENT D. STOUT

ANITA JO STOUT

JAFARI AHMAD

HUNTINGTON HILLS HOMEOWNERS' ASSOCIATION INC.
ARCHITECTURAL CONTROL COMMITTEE
P.O. BOX 3852
FREDERICKSBURG, VIRGINIA 22404

Design Concept for The Community.

The following design concepts are offered to assist prospective homeowners with plans submitted to the Huntington Hills Subdivision Architectural Control Committee.

Huntington Hills is a community with homes that reflect classical or contemporary custom home construction. Homes built in the subdivision shall be diverse in appearance, complement immediate surrounding homes, and possess architectural features that reflect enhanced details as to the exterior facade. It is not the intent of the Architectural Control Committee to restrict the style of homes being built, but simply ensure that homes have features incorporated into the architectural presentation that give it an upscale custom appearance.

The following architectural features are to assist you in understanding the design concept. All of these features are not required to obtain Architectural Control Committee approval. They are offered as examples of attractive details, which highlight the exterior of a home which produces a custom appearance.

- Front elevation of the home:
 - Constructed of brick, stone, stucco, or a combination of these materials.
 - Quoins on corners.
 - Arched or half round windows.
 - Windows accentuated with keyed mantels / jack arches.
 - Decorative hand and porch railing.
 - Changing roof line elevations.
 - Suitably covered returns on gables.
 - Dormers on gable roof construction.
- Brick foundation as opposed to poured concrete.
- Hip roof construction with or without gables.
- Sufficient windows on all sides of house to minimize bare wall appearance.
- First floor, minimum nine foot ceiling height.
- Side load garage.

DECLARATIONS OF COVENANTS,
CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS
HUNTINGTON HILLS

THIS DECLARATION, of covenants, conditions, reservations, restrictions and easements applicable to Huntington Hills Subdivision, made this 10th day of AUGUST, 1992, by Huntington Hills Joint Venture, hereinafter known as "Declarant".

INTRODUCTION

1. The Declarant is the fee simple Owner of certain real Property, known as Huntington Hills Subdivision, located in Fredericksburg, Virginia as shown on a plat of survey entitled "Plat of Subdivision, Huntington Hills", prepared by Reid, Bagby and Caldwell dated February 1992.
2. The Property shown on the Plat is hereinafter referred to as the "Property" and/or Huntington Hills Subdivision.
3. The Declarant desires to create a general plan for the development and use of the Property.
4. The Declarant shall cause to be incorporated under the laws of the Commonwealth of Virginia as a non-profit, non-stock corporation, Huntington Hills Homeowners' Association, Inc. (the Association), organized for the purpose of enforcing and administering the architectural and lot use restrictions contained herein. Each Owner shall be a member of the Association and abide by the duties and obligations established by the Association
5. The Declarant hereby declares that the Property and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants,

conditions, reservations, restrictions and easements hereinafter set forth for and during the period of time hereinafter specified.

ARTICLE 1

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise require) shall have the following meanings:

- (a) "Association" shall mean Huntington Hills Homeowners' Association, Inc.
- (b) The "Properties" shall mean the Property and all additions thereto as are subject to this Declaration.
- (c) "Lot" shall mean any lot shown on any recorded subdivision plat of the properties and any improvements thereon.
- (d) "Residence" shall mean one detached single-family dwelling not to exceed two and one half stories in height, excluding basement level.
- (e) "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Residence but notwithstanding any applicable theory of mortgages, shall not mean or refer to the mortgagee or any trustee therefor unless and until such mortgagee has acquired title pursuant to foreclosure or any transaction in lieu of foreclosure.
- (f) "Members" shall mean all members of the Association.
- (g) "Declarant" shall mean Huntington Hills Joint Venture, and its successors and assignees for the purpose of development.
- (h) "Architectural Control Committee" shall mean and refer to the committee established pursuant to Article II hereof.

ARTICLE II

ARCHITECTURAL CONTROL AND GENERAL RESTRICTIONS

Section 1. Architectural Control. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any lot accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall, swimming pool, deck, porch, storage shed, or other improvements or structures (hereinafter referred to as "Proposed Improvements") shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including, but not limited to, any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, dimensions, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee, as hereinafter defined) shall have been submitted to and approved in writing as to harmony of external design, color, location in relation to surrounding structures and topography, and conformity with the design concept for the community by the Architectural Control Committee. All builders and Owners must submit their plans for approval. Plans and specifications submitted to the Architectural Control Committee shall include but not be limited to one copy of the following:

- (a) A site plan showing the location of all Proposed and existing Improvements on the lot, and the limits of any proposed clearing of trees;
- (b) Floor plans/schematic for the Proposed Improvements;
- (c) Exterior elevations for the Proposed Improvements;
- (d) Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed buildings;
- (e) Description of the plans or provisions for grading, drainage, erosion control and

landscaping.

Section 2. Approvals. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within 45 days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required, and this Article will be deemed to have been fully complied with. Plans submitted by builders shall be reviewed and acted on within 30 days of submission. In the event that the Architectural Control Committee disapproves any proposal as provided hereinabove, the Architectural Control Committee shall suggest those changes that will permit approval.

Section 3. Land Use and Building Type. No principal structure shall be erected, altered or permitted to remain on any lot other than a single Residence, as herein defined, and a private garage for not more than three automobiles. No business or commercial venture, other than model home and builder, shall be permitted within the properties. All ranch style Residences must have a first floor living area of at least 2,000 square feet. All two-story Residences must have a finished living area of at least 2,500 square feet on the first two levels, exclusive of basements and third levels. All one and a half story Residences must have a total finished living area of at least 2,250 square feet, exclusive of basements. The Architectural Control Committee shall set the minimum square foot requirements of all other style dwellings on a case-by-case basis. All of the foregoing dimensions are exclusive of porches, basements, garages and represent finished, habitable, heated space. Homes constructed off site are permitted, provided they are approved by the Architectural Control Committee. All Residences and garages shall have at least 8/12 roof pitch unless the Architectural Control Committee states otherwise in its approval of the plans and specifications.

Section 4. Construction Materials. (a) Exterior Walls. The exterior walls of all

buildings constructed on any lot, including Residences, garages and outbuildings, shall be (i) constructed of brick or stone, (ii) covered with solid wood siding, (iii) covered with horizontal hardboard type siding, (iv) stucco or constructed or covered with any other material approved in writing by the Architectural Control Committee. Any vertical siding must be approved by the Architectural Control Committee. The exposed portion of any horizontal siding may be no more than eight inches in width. The use of any exterior metal for construction purposes other than baked metal window frames and aluminum siding is prohibited provided that the Architectural Control Committee may permit the use of such material by express written approval.

(b) Roofs. The roofs of all Residences and other improvements to be constructed on the Property shall consist of either slate or shake or of a hardboard material fashioned to resemble slate or shake, or textured fiberglass or textured asphalt shingles.

(c) Foundations. All exposed fronts and sides of block foundations and all exposed front and side piers on front and side porches must be either brick, stone, stone veneer or brick veneer. The exposed rear of block foundations must be brick-patterned concrete.

(d) Garages. (i) Any garage located on any lot must conform architecturally to the Residence that it serves. (ii) All lots shall have at least a two car garage. The doors for vehicular entrances to any garage shall be of a material and design approved by the Architectural Control Committee. (iii) No carport shall be constructed any lot.

(e) Basements. Basements, when provided, need not be "finished" but must provide for easy access and subsequent finishing. The basement must be a minimum of 8' feet in height. All external exposed basement walls shall be either brick, stone, brick veneer or stone veneer.

(f) All exposed chimneys shall be brick, stone, brick veneer or stone veneer.

Section 5. Completion of Construction. The exterior of all Residences and other improvements must be completed within nine months after construction commences,

unless such completion is impossible or would result in great hardship to the Owner or builder due to strike, fire, national emergency, natural calamity, or other reason which the Architectural Control Committee may approve. Residences may not be temporarily or permanently occupied until the occupancy permit is issued by Fredericksburg, Virginia. A crushed rock construction entrance to each lot shall be installed prior to the commencement of lot clearing, grading or construction of a Residence thereon. Such construction entrance shall be properly maintained by the Owner or contractor so as to prevent the depositing or accumulation of mud, dirt, rock, or debris upon the streets of the subdivision. During the continuance of construction, the Owner shall require the contractor to maintain the building site in a reasonably clean and uncluttered condition. Within one month after the completion of any construction, all debris, waster material, excess material and equipment shall be removed. Within one month after completion of a Residence, the lot shall be landscaped and any bare earth properly seeded, weather and growing seasons permitting. Time is of the essence.

Section 6. Model Homes. No model homes will be permitted without the prior written consent of the declarant upon such terms as the declarant may impose.

Section 7. Subdivision of Lots Prohibited. No more than one Residence shall be erected on any lot. No lot may be further subdivided so as to created an additional building lot. However, a Residence may be erected on one or more lots, or a lot and a part of another to be combined, provided that the building site for any one Residence is enlarged and not reduced in size. Nothing herein contained shall be construed to prohibit the use of more than one lot for the construction of a single Residence.

Section 8. Other Buildings. No structure or building of any kind, including storage sheds, shall be erected on, or moved onto , any lot unless it is in general conformity and harmony with the class of existing structures on the surrounding lots and approved by the Architectural Control Committee as provided in Section 1 of this Article. The architectural

style, color and building materials of any storage shed, garage or other such structure or building shall conform to the Residence which it serves.

Section 9. Building Location. No Residence or other improvement shall be located on any lot less than 35 feet from the front lot line, or nearer to a side street line or an interior lot line than is permitted by the applicable City ordinance.

Section 10. Nuisances. No noxious or offensive activity, including unduly loud noise, shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood (ex: the construction and or use of skateboard ramps, etc.).

Section 11. Off Road Vehicles. No dirt bikes, three wheelers, go carts, other off road vehicles or other types of vehicles which cause annoyance to other lot Owners shall be operated upon the streets or lots of the Subdivision. The operation of any such vehicle by the lot Owner, a member of his family and/or guest or invitee shall subject the lot Owner to legal action provided for enforcement of these "Restrictive Covenants", notwithstanding that operation of the vehicle is by a person other than the record Owner of the lot.

Section 12. Parking and Vehicles. Each Owner shall construct and maintain suitable and adequate parking spaces on his lot for the parking of motor vehicles prior to the occupancy of the Residence to be constructed thereon. No trucks or heavy equipment shall be permitted to be parked on the streets servicing the Properties or in the driveway of any Residences, except that each Owner shall be allowed to park one pickup truck, jeep or passenger van in the driveway of his lot. Subject to the approval of the Architectural Control Committee, recreational vehicles and campers weighing up to 18,000 pounds gross vehicle weight may be maintained on a lot, provided that any such recreational vehicle (i) must be parked on a driveway located on the side of the Residence so that the vehicle is no closer to the street than the front of the Residence

and (ii) shall be subject to such other requirements as the Architectural Control Committee may impose. Boats and boat trailers weighing up to 7,500 pounds gross vehicle weight may be parked on any lot on a driveway located on the side of the Residence so that the vehicle is no closer to the street than the front of the Residence and shall be subject to such other requirements as the Architectural Control Committee may impose. No boats, boat trailers or other equipment or vehicles weighing in excess of 7,500 pounds gross vehicle weight may be parked on any lot other than (i) commercial vehicles temporarily located on the Properties to furnish necessary services to an Owner or (ii) temporary construction trucks and heavy equipment located on the Properties for construction purposes. No disabled, unlicensed or inoperable vehicle may be parked on the Properties. All vehicles parked on the Property must have current State inspections and state licenses at all times. For purposes of this section, there shall be deemed to be only one Owner per Residence.

Section 13. Fences and Retaining Walls. Construction, location and design of any fence or retaining wall (built for landscaping purposes) must be approved by the Architectural Control Committee. Fences must be constructed of wood, brick, or stone. No fences shall be more than six feet in height and no fence shall extend beyond the front building line of the dwelling. All retaining walls built for landscaping purposes shall be composed of brick, stone or wood timbers.

Section 14. Natural Vegetation. It is declared to be the purpose and intent of the Declarant and the lot Owners to generally establish the Property as a development of homesites, utilizing the existing natural vegetation, topography and storm water drainage system as much as possible. Exceptions to the foregoing shall be permitted where necessary to meet Fredericksburg requirements, and for the construction and reasonable clearing adjacent to homes, driveways, and other improvements, for assuring necessary vehicular sight distances, for fences and storage sheds, and for placement of utility

services with related and required easements. Where clearing is proposed, excluding areas specifically authorized to be cleared, more latitude will be permitted in the clearing of soft wood species than in the case of hardwood species such as oak, poplar, hickory and similar species. In addition, this section shall not apply to the clearing or grubbing of trees and shrubs under three inches in diameter at a point one foot above the ground. To assure compliance with the above, no clearing shall be commenced on any lot until a site plan showing proposed limits of clearing is submitted to and approved by the Architectural Control Committee.

Section 15. Variances and Exceptions. Notwithstanding any provision to the contrary, the Architectural Control Committee may, in its sole discretion, make exceptions to and grant variances from any restrictions provided in this Article II, and Article III, provided that such exception or variance is in writing.

Section 16. Architectural Control Committee. The Board of Directors of the Association shall appoint an Architectural Control Committee consisting of at least three members, and such committee shall be entitled to enforce the foregoing architectural restrictions as provided above.

ARTICLE III

LOT MAINTENANCE

Section 1. Mowing, Weed and Erosion Control. All Owners shall keep their lots free of weeds, undergrowth, garbage, trash, debris and litter. It shall be the responsibility of each Owner to prevent the development of any unclean or unsightly conditions of the grounds on the Property which would tend to decrease the attractiveness of the neighborhood as a whole or the specific area. The height of the ground cover on a lot (not including landscaping, shrubbery or flowers unless used for ground cover), shall be mowed to a height not exceeding six inches. All Owners shall maintain adequate ground cover on all cleared areas to prevent erosion.

Section 2. Ditches and Swales. It shall be the responsibility of every Owner of every lot on which any part of an open storm drainage ditch or swale is situated, to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, including trimming of grass, weeds and other vegetation. The Owner shall not alter the course of any natural waterway or open storm drainage ditch or swale that may be on or bordering said Owner's lot without approval from the Architectural Control Committee.

Section 3. Upkeep Improvements. All improvements on the Property shall be kept in good repair, and where necessary, painted on a regular basis. The Owner shall prevent the development of any unsightly or unclean conditions of the improvements.

Section 4. Temporary Structures. No structure of a temporary character, nor any trailer, shack or any other temporary outbuilding shall be placed on any lot at any time; provided that, construction trailers are allowed on the Properties for the purposes of sales or construction supervision.

Section 5. Animals. No livestock or poultry of any kind shall be raised, bred or kept on any lot. No animals shall be kept, bred or maintained for commercial purposes. All dogs must be fenced or leashed. The foregoing notwithstanding, no animals or pets shall be kept on any lot which are a nuisance to other lot Owners or other residents in the vicinity of the Subdivision.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any lot except (i) one sign of not more than six square feet advertising the lot or residence for sale or rent and (ii) signs used by a builder to advertise the lot during the construction and sale of a residence. Any lighted signs must have the express written approval of the Architectural Control Committee. All signs must be approved by the Architectural Control Committee.

Section 7. Garbage and Refuse Disposal. No lot shall be used or maintained as

a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary metal or plastic cans. All equipment for the storage and disposal of trash, garbage or other waste shall be kept behind the structure and shall be kept in a clean and sanitary condition at all times.

Section 8. Outdoor Clothes Poles. All outdoor clothes poles, clothes line and similar equipment shall be, as much as reasonably practical, placed or screened by shrubbery or harmonious screens as to not be visible from any streets, within the Section or Subdivision.

Section 9. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations greater than three feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street Property lines and a line connecting them at 25 feet from the intersections of the street lines, or in case of a rounded Property corner from the intersection of the street Property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 10. Driveways. All driveways and private roads must be paved with asphalt, brick, concrete or materials approved by Architectural Control Committee.

Section 11. Antennas and Solar Collectors. No exterior antenna or satellite dishes shall be permitted on the Property. Solar collectors or panels which are not visible from a street may be installed and maintained on a lot.

Section 12. Swimming Pools. (a) No Owner shall be allowed to construct an above-ground swimming pool on any lot. (b) One below-ground swimming pool may be constructed and maintained on a lot provided that the following conditions are met; (i) the design, excavation and building plans are first approved by the Architectural Control Committee in accordance with Article II of this Declaration; (ii) any mechanical equipment

used to operate and maintain the swimming pool shall be screened from the view of adjacent lots by appropriate landscaping or fencing; and (iii) the swimming pool is located in the yard behind the Residence, not facing any street; (v) the pool is properly fenced.

Section 13. Mail/Newspaper Boxes. All mail/newspaper boxes shall be installed by the lot owner and follow standard design prescribed by the Architectural Control Committee.

Section 14. House Numbers. House numbers are required for each Residence and shall be placed where lighting illuminates the house number. The height of the house numbers shall be no less than three inches and no more than six inches.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be a member of the Association and abide by the duties and obligations established by such Association provided that any person or entity who holds such interest merely as security for the performance of an obligation or as a trustee under any instrument securing such an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to this Declaration. Membership in the Association is mandatory and shall automatically occur simultaneously with recordation of a general warranty deed to the Owner.

Section 2. Voting Rights. The Association shall have two classes of voting memberships:

Class A. Class A Memberships shall be all Owners except the Class B member(s). Class A members shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in any lot, all such persons and entities shall be members. The vote for such a lot shall be exercised as they among themselves

determine, but in no event shall more than one vote be cast on behalf of any lot. Builders which purchase a lot or lots in the subdivision for the purposes of constructing one or more single-family homes shall be Class A members of the Association provided; however, that Declarant shall have the right in its sole and absolute discretion, to designate any such builders as a Class B Member.

Class B. The Class B member(s) shall be the Declarant, its successors, assigns as developers of the subdivision, or designees and any builder designated as hereinabove provided, and shall have three (3) votes for each lot owned at any time subject to this Declaration. The Class B memberships and their accompanying voting rights shall cease and be converted to Class A memberships on the happening of any of the following events, whichever event shall occur first: (a) when the total number of votes outstanding in Class A membership equals the total votes outstanding in Class B membership, or (b) on December 31, 1999, or (c) upon voluntary termination of such Class B membership status by the Declarant.

Section 3. Board of Directors. The Association shall elect a Board of Directors consisting of seven members which will manage the business and affairs of the Association in accordance with this Declaration. The Board of Directors shall establish an Architectural Control Committee. In addition, The Board of Directors is hereby granted the following powers: (i) the power to establish any other committees as it deems appropriate, (ii) the power to adopt, publish and modify rules and regulations governing the use and maintenance of the Property and (iii) all other powers necessary to further the general scheme of these Declarations. All regulations, rules and bylaws adopted by the Board of Directors shall have the same status as all other restrictions and covenants set forth herein.

Section 4. Exemptions. None of the provisions in Article II and Article III above shall be applicable to the activities of: (i) Declarant, its officers, employees, agents or

assigns, in their development, marketing and sale of lots or other parcels within the Property so long as the Declarant holds Class B membership; or (ii) to the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and community facilities.

Section 5. Inspections. During reasonable hours and after reasonable written notice, the Declarant, any member of the Architectural Control Committee, or member of the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE V

Section 1. Application. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any lot subject to this Declaration, his respective legal representatives, heirs, successors and assigns.

Section 2. Utility Easements. (a) The Declarant, reserves in perpetuity for itself, its successors in interest, grantees and assigns (including, but not limited to, C&P Telephone, Virginia Power, Commonwealth Gas, and Media General Cable of Fredericksburg), the following perpetual and alienable easements; (i) an easement of 15 feet on the front of all lots for the purposes of laying, operating and maintaining underground electric, telephone, natural gas and cable television lines including usual above-ground fixtures and appurtenances within such easements. Cable television lines must be buried within 30 days from the time such lines are installed; (b) These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary

to provide economical and safe utility or other such installations and to maintain reasonable standards of health, safety and appearance, provided that any disturbed landscaping will be relandscaped within a reasonable time. Such rights may be exercised by a licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. No structures, including walls, fences, paving and planting, which will interfere with the rights of ingress and egress and maintenance of facilities provided for in this paragraph, shall be erected upon any part of the Properties. Should any wall, fence or other improvement within such easement area obstruct the required maintenance of utility lines and fixtures, it shall be the property owner's responsibility to remove and appropriately replace such improvement. (c) Easements noted on the Subdivision plat of Huntington Hills, take precedence over easements described above; however, all easements described herein are in full effect.

Section 3. Entrance - Maintenance. The Association shall be responsible for mowing the grass and otherwise maintaining in good and proper condition the entrance in Huntington Hills.

Section 4. Reservation of Easement Rights By the Declarant. The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the Properties for the purpose of storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provisions of utility services, whether public or private to the community and to other property adjacent to or in the vicinity of the community.

Section 5. Enforcement. The Association or any Owner, including the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions,

conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Also, the exercise of one remedy shall not operate as a waiver of the right to seek other remedies.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, court order or legislative mandate shall in no way affect any other provisions, which shall remain in full force and effect.

Section 7. Amendment. (a) Unless amended as herein provided, the covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded. After the initial twenty year term, the covenants and restrictions of this Declaration shall be automatically extended for successive periods of ten years. (b) The Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulations, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the lots; or (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the lots; provided, however, any such amendment shall not adversely affect the title to any lot conveyed prior to said amendment unless the Owner shall consent thereto in writing; or (v) necessary to bring any provision hereof into compliance with any utility company requirements. So long as it still owns any part of the property, the Declarant

may unilaterally amend this Declaration for purposes of correction or clarification, provided the amendment has no material adverse effect upon any right of any Owner. (c) Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 75 percent of the total Class A votes in the Association, including 75 percent of the Class A votes held by members other than the Declarant, and the unanimous consent of the Class B members, so long as such membership exists. (d) No amendment may remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

Section 8. Association Dissolution. In the event of dissolution of the Association, its assets shall be conveyed to another Association or to an appropriate public agency having similar purposes.

HUNTINGTON HILLS JOINT VENTURE

BY:



Darrell M. Caldwell

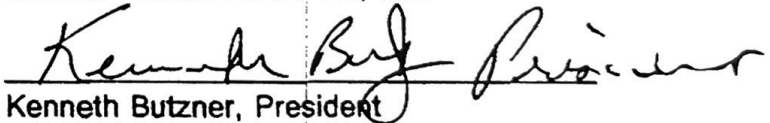
BY:



Michael M. Bagby

Butzner Construction Co., Inc.

BY:



Kenneth Butzner, President

Huntington Hills Development Co., Inc.

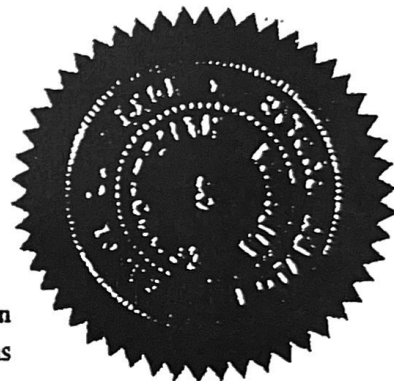
BY:

John Mullins (President)
John Mullins, President

COMMONWEALTH OF VIRGINIA

City
COUNTY OF Fredericksburg, to-wit:

I, Carol L. Scruggs, a Notary Public in and for the said State and ~~County~~ City, do hereby certify that this day personally appeared before me in my said ~~County~~ City, Darrell M. Caldwell, Michael M. Bagby, Kenneth Butzner, President of Butzner Construction Co., Inc. and John Mullins, President of Huntington Hills Development Co., Inc., all of Huntington Hills Joint Venture, whose names are signed to the foregoing Declaration of Covenants, Conditions and Restrictions, dated August 10th, 1992, and acknowledged the same before me in my said County for and on behalf of Huntington Hills Joint Venture, by due authority.

My commission expires: 10-25-92GIVEN under my hand and notarial seal this 10th day ofAugust, 1992.
Carol L. Scruggs
Notary Public aka Carol L. Scruggs


VIRGINIA. In the Clerk's Office of the Circuit Court of the City of Fredericksburg on the 10th day of August 1992 at 11:32 o'clock A. m. this Deed was presented and with Certificate annexed admitted to record and indexed.

Teste: Sharron S. Mitchell

By: J. Williams, Deputy Clerk