

BOOK 2346 600

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
HUNNINGDON LAKES PROPERTY OWNERS ASSOCIATION**

THIS DECLARATION, is made on the date hereinafter set forth by: ARMADA/HOFFLER-ECUFIN ASSOCIATES, a Virginia general partnership (hereinafter referred to as the "Declarant"); joined in by Hunningdon Lakes Associates, L.P. and Pace Construction and Development, Corp.

W ITNESSETH

WHEREAS, Declarant is the owner of certain real property situate in the City of Chesapeake, Virginia, which is more particularly described as follows:

PARCEL 1:

ALL THAT certain tract of land, with the buildings and improvements thereon and the easements, privileges and appurtenances belonging thereto, situated in the Washington Borough of the City of Chesapeake, Virginia, shown and designated as "Parcel A", "Parcel B", and "Parcel C" on that certain plat entitled "Plat of Property for Hassell E. Perrel and Robert C. Sewell, Washington Borough, Chesapeake, Virginia", dated August 27, 1964, revised October 23, 1964, made by Baldwin and Gregg, Civil Engineers and Surveyors, which said plat is recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 44, at page 123, reference to said plat being made for a more particular description of the said property.

LESS AND EXCEPT:

- A. ALL THOSE certain parcels or tracts of land situate, lying and being in the City of Chesapeake, Virginia and being those parcels previously conveyed by deeds recorded in the Clerk's office of the Circuit Court of the City of Chesapeake, Virginia in (i) Deed Book 1456, at page 240, (ii) Deed Book 1623, at page 410, and (ii) Deed Book 1623, at page 412.
- B. ALL THOSE certain strips of land. situate, lying and being in the City of Chesapeake, Virginia, and being known, numbered and designated as Parcels 1A through 8A, inclusive, as shown on that certain plat entitled "PLAT OF PARCELS TO BE CONVEYED TO OWNERS OF LOTS 1-4, SECTION 1 AND LOTS 5-8, SECTION 2 GREEN MANOR ESTATES WASHINGTON BOROUGH, CHESA.PEAKE, VIRGINIA", Scale: 1" = 50', dated July 18, 1965, prepared by Engineering Services, Inc., which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 80, at page 23.
- C. ALL THAT certain lot, piece or parcel of land situate, lying and being in the City of Chesapeake, Virginia, and containing 10.408 acres, more or less, and described as follows:
Beginning at a point on the westerly right-of-way line of Kempsville Road said point being N18° 37' 25" East, 11.91' from the northerly end of return of the northwest corner of the intersection of Kempsville Road and Hunningdon Lakes Boulevard; thence leaving said westerly right-of-way line in a westerly direction N 71° 22' 35" West, 350.55' to a point; thence N 18° 37' 25" East, 1,262.41' to a point; thence S 67° 52' 06" East, 366.24' to a point on the westerly right-of-way line of Kempsville Road; thence southerly along said westerly right-of-way line S 18° 37' 25" West, 973.91' to a point; thence N 71° 22' 35" West, 15.00' to a point; thence S 18° 37' 25" West, 266.09' to the point of beginning.

D. All public streets dedicated to, and accepted by the City of Chesapeake, Virginia.

PARCEL 2:

ALL THAT certain parcel or tract of land, situate in Washington Borough in the City of Chesapeake (formerly Norfolk County, State of Virginia), designated and marked "School Site, Area = 1.2.5628 Ac." on that certain plat entitled "Plat Showing Property to be Conveyed to City of Chesapeake School Board, Washington Borough, Chesapeake, Virginia," made by Hassell & Folkes, Surveyors and Engineers, dated February 28, 1960, Revised March 9, 1966, which said plat is attached to and recorded with that certain deed of Hassell E. Perrel, et ux, et al, dated March 10, 1966, and recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 1456 at page 240.

Parcel 1 and Parcel 2 being the same property conveyed to Armada/Hoffler-Ecufin Associates, by deed of Oak Grove Associates, L.P. dated August 15, 1986, and recorded in the aforesaid Clerk's Office in Deed Book 2210, at page 595.

and which is hereinafter sometimes referred to as the "Property" .

AND WHEREAS, Declarant desires to subject the Property to certain protective covenants, conditions, restrictions, easements, reservations, liens and charges as hereinafter set forth;

AND WHEREAS, Hunningdon Lakes Associates, L.P., Pace Construction and Development Corp. and The Franciscus Company, builders who have purchased Lots or Townhouse Sites (hereinafter defined) from Declarant for the purpose of constructing thereon and selling detached single family or attached townhouse dwellings, desire to join in this Declaration solely to acknowledge and to agree to abide by the restrictions set forth herein;

NOW THEREFORE, Declarant, hereby declares that the Property, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to HUNNINGDON LAKES PROPERTY OWNERS ASSOCIATION, a Virginia non-stock corporation, its successors and assigns.

Section 2. "Builder" or "Builders" shall mean and refer to any person, partnership, corporation or other entity which purchases any Lot or Townhouse Site (hereinafter defined) from Declarant for the purpose of constructing thereon, and the selling in the ordinary course of business to owners, detached single family dwellings or attached townhouse dwellings.

Section 3. "Common Area" shall mean and refer to any areas designated "LAKE", "COMMON AREA" or "GREENBELT" on any future subdivision plat or plats of the Property.

Section 4. "Declarant" shall mean and refer to Armada/Hoffler-Ecufin Associates, a Virginia general partnership, its successors and assigns, if such successors or assigns should acquire from Declarant its

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remaining interest in the Property for the purposes of development. Development shall mean and refer to the orderly subdivision of the Property and the construction therein and thereon of private and/or public water facilities, sewer facilities, streets and/or drainage facilities to serve the Property for the purpose of selling same in the ordinary course of business to Builders.

Section 5. "Lot" shall mean and refer to that portion of the Property which is designated on any subdivision plat of the Property as a numbered or lettered building site, upon which a detached single family dwelling is constructed, but shall not include any plot, otherwise designated or any of the Common Area.

Section 6. "Member" shall mean and refer to those owners described in the first sentence of Article IV hereof.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Townhouse Site which is a part of the Property, including contract sellers, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to that certain real property described in the preamble hereof.

Section 9. "Townhouse Site", shall mean and refer to that portion of the Property designated on any subdivision plat of the Property as a numbered or lettered building site upon which a single family dwelling of party-wall construction (attached to one or more other similar dwellings) is constructed, but shall not include any plot otherwise designated or any of the Common Area.

ARTICLE II

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes of the Association, provided that any such merger or consolidation shall have the assent of more than two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be mailed to all members not less than twenty five (25) nor more than fifty (50) days in advance and shall set forth the purpose of the meeting. Upon a merger or consolidation of the Association with another association, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the property, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger or consolidation. The surviving or consolidated association may administer the covenants, conditions, restrictions and easements established by this Declaration within the Property, together with the covenants, conditions, restrictions and easements established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, conditions, restrictions and easements established by this Declaration within the Property except as herein provided.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Townhouse Site which is subject by this Declaration to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Townhouse Site

which is subject to assessment by the Association. Ownership of such Lot or Townhouse Site shall be the sole qualification for membership.

ARTICLE IV VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be .11 those Owners as defined in Article I, with the exception of the Declarant and Builders prior to and during the course of construction. Class A Members shall be entitled to one vote for each Lot or Townhouse Site in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot or Townhouse Site all such persons shall be Members, and the vote or votes for such Lot or Townhouse Site shall be exercised as the majority of such persons among themselves determine. At any meeting of the Members, a representation by any of such persons that & majority of such persons have agreed as to the vote or votes for such Lot or Townhouse Site shall be conclusive unless another of such persons contests such representation at such meeting prior to the casting of such vote or votes.

Class B. The Class B Members shall be the Declarant and Builders. The Class B Members shall be entitled to three (3) votes for each Lot or Townhouse Site in which they hold the interest required for membership by Article III; provided, however, that the Class B membership shall cease and be converted to Class A membership Ca} when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on December 31, 1990, whichever shall first occur. Notwithstanding anything herein contained to the contrary, if the Declarant shall, at any time or from time to time, convey one or more Lot(s) or Townhouse Site(s) to any person, firm or corporation, including Builders, the Declarant shall continue to have and exercise voting rights with respect to each such Lot(s) or Townhouse Site (s) to the same extent as if it continued to own such Lot or Townhouse Site, until such Lot or Townhouse Site is developed and either conveyed to a purchaser for occupancy, or occupied as a dwelling.

ARTICLE V PROPERTY RIGHTS

Section 1. Members Easement of Enjoyment. Every Member shall have the right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot or Townhouse Site, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Members;
- (b) The right of the Association to charge reasonable admission and other fees for the Use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage (which term shall include a deed of trust) the real property of the Association, and the rights of such mortgagee (which term shall include the' beneficiary of a need of Trust) shall be subordinate to the rights of the Members hereunder;
- (d) The right of the Association to suspend the. voting rights and right to use of the Common Area and facilities thereon by a Member for any period during which any assessment against his Lot or Townhouse Site remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such Conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument Signed by Members entitled to cast more than two-thirds (2/3) of the votes of the Class A membership and more than two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless a certificate of the Secretary of the Association is recorded stating that written notice of the proposed action Was sent to every Member not less than thirty (30) days in advance of such effective date of such dedication or transfer.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the Association's By-Laws, his right of enjoyment to the Common. Area and facilities to the members of his family, his tenants, or contract purchasers who reside on any Lot or Townhouse Site.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it shall, prior to the conveyance to an Owner for occupancy of the first Lot or Townhouse Site as shown on each subdivision plat and improved with a dwelling thereon, convey to the Association fee simple title to any Common Area shown on any such recorded subdivision plat free and clear of all liens and encumbrances, but subject to such matters .s are shown on recorded plats, as are set forth in this Declaration, or such utility and/or drainage easements as may be of record and affect such property.

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and Townhouse Site owned within the Property. hereby covenants, and each Owner of any Lot or Townhouse Site, by acceptance of a Deed therefor, whether Or' not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessment for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien and charge upon each Lot or Townhouse Site against which each such assessment is made and the sale or transfer of any such Lot or Townhouse Site shall not affect the validity of the assessment lien. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or corporation who was the Owner of such Lot or Townhouse Site at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors 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 of the Property through the ownership, improvement, operation and maintenance of the Common Area and any facilities thereon.

Section 3. Rate, Basis, and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot or Townhouse Site to an Owner for occupancy, the maximum annual assessment for each Lot or Townhouse Site shall be \$75.00.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot or Townhouse site to an Owner for occupancy, the maximum annual assessment may be increased each year either (i) by not more than five percent (5%) above the maximum annual assessment for the previous. year, or (ii) by not more than the rise, if any, in the Consumer Price Index for

All Urban Consumers (published by the Department of Labor, Washington, D.C. for the preceding July), whichever is higher, by the Board of Directors of the Association without a vote of the membership; provided, however, the maximum annual assessment imposed against any or Townhouse Site owned by the Declarant or Builders until completion of construction of a dwelling on any such Lot or Townhouse Site and the occupancy thereof as a residence shall be twenty-five percent (25%) of the assessment in effect from time to time as set forth above.

- (b) From and after January 1 of the year immediately following the conveyance of the first Lot or Townhouse Site to an Owner for occupancy, the maximum annual assessment may be increased above that set forth above by the assent of more than two-thirds (2/3) of the vote of each class of Members who are voting in person or by proxy, at a special meeting called for such purpose.
- (c) After consideration of current operating and maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum permitted hereunder.
- (d) The following method of computation shall be used when using the Consumer Price Index. The Consumer Price Index for All Urban Consumers establishes the United States City Average numeric rating for All Items under the Expenditure Category for the month of July, 1986, as _____. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of One Hundred Percent (100%), is multiplied by the original maximum annual assessment to obtain the maximum annual assessment for the subsequent year.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of more than two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose; and provided further that no such special assessment shall exceed an amount equal to twice the then current maximum annual assessment.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the applicable notice requirement, at which subsequent or postponed meeting the quorum requirement shall be one-half (1/2) of that required at the preceding meeting; provided, however, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to each Lot and Townhouse Site on the first day of the month following the latter to occur of (a) the first conveyance of the Common areas (or any Portion thereof) to the Association, or (b) the due recordation of the subdivision plat creating such Lot or Townhouse Site. The first annual assessment shall be adjusted according to the number of full calendar months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot or Townhouse Site at least thirty (30) days in advance of each annual

assessment period; but in the absence of such action by resolution of the Board of Directors, the annual assessment shall be in the amount last fixed. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates of assessments shall be established by resolution of 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 or Townhouse Site have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on any Lot or Townhouse Site. Foreclosure of any such first mortgage or first deed of trust shall extinguish such lien for assessments due prior to such foreclosure (but such assessment lien shall attach to any excess proceeds of the foreclosure), and no such foreclosure shall relieve such Lot or Townhouse Site from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment which is not paid when due shall be deemed delinquent. If the assessment, or any part thereof, is not paid within 30 days after the due date, the Board of Directors of the Association impose a late payment fee equal to ten percent (10%) of said delinquent amount or \$10.00, whichever is greater, and the assessment and late payment fee shall bear interest from the due date at the rate of eight percent (8%) per annum (or such greater per annum rate as may hereafter, from time to time, be permitted by applicable regulations of the Veterans Administration or any law). The Association may, as hereinafter provided and in addition to all other rights and remedies provided herein or by law, bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the assessment lien against the Lot or Townhouse Site, as the case may be, and in either case, late payment fees, interest at the above rate, costs of collection, including actual attorney's fees incurred 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 or Townhouse Site. In the event of default in the payment of any assessment when due, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity. Including without limitations by either or both of the following procedures:

- (a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner or Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with late payment fees, interest thereon at the rate hereinabove provided from the date of delinquency, and costs of collection, including actual attorney's fees incurred, as provided above.
- (b) Enforcement of Lien. This Declaration creates a lien, with power of sale, on each and every Lot or Townhouse Site within the Property to secure payment to the Association of any and all assessments and other sums levied against any and all Owners and such Lots or Townhouse Sites, together with late payment fees, interest thereon at the rate hereinabove provided from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith including actual attorney's fees incurred. If such assessment is not paid when due, the Association may elect to record a memorandum of lien on behalf of the Association against the Lot or Townhouse Site of which such assessment is delinquent, said memorandum of lien to be recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia. Such a memorandum of lien shall be executed and acknowledged by any office of the Association, and shall contain substantially the following information:

- i. The name of the Owner at the time of the recording;
- ii. A brief legal description and the street address of such Lot or Townhouse Site against which such memorandum of lien is filed;
- iii. The total amount claimed to be due on the lien for the amount of the delinquency, late payment fees, interest thereon, costs of collection and attorney's fees.
- iv. A statement that the memorandum of lien is filed by the Association pursuant to Article VI of this Declaration;
- v. A statement that a lien is claimed against said Lot or Townhouse Site in the amount equal to the amount therein stated.

Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the judicial foreclosure of a judgment lien mortgage or deed of trust as set forth by the law of the Commonwealth of Virginia as the same may be modified or amended. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Members. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any such Lot or Townhouse Site. In the event such foreclosure is by action in court, actual attorney's fees incurred, court costs, title search fees, interests and all other costs and expenses, shall be allowed. Each Owner, by becoming an Owner of any Lot or Townhouse Site expressly consents and waives any objection to the notice, enforcement and foreclosure of this lien in the manner above provided.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created here: (1) all Property dedicated to and accepted by a local public authority and (2) the Common Areas. However no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for, all Lots and Townhouse Sites, and may be collected as often as monthly.

ARTICLE VII USE RESTRICTIONS

Section 10. Each Lot or Townhouse Site shall be used exclusively for residential purposes, and no building or other structure shall be erected, altered, placed or permitted to remain thereon other than one detached single-family dwelling (hereinafter collectively referred to as "Dwellings" and severally as "Dwellings") not to exceed two and one-half (2-1/2) stories in height on any Lot, and an attached single family dwelling of party-wall or townhouse-type construction (hereinafter collectively referred to as "Townhouse" or severally as "Townhouses"), not to exceed three stories on any Townhouse Site, and an attached private garage for the exclusive use of the occupants of such Dwelling or Townhouse. The ground floor inside heated living area of anyone-story Dwelling, exclusive of open porches, decks and garages, shall not be less than 1,300 square feet. The ground floor inside heated living area of any two or more story Dwelling, exclusive of open porches, decks and garages, shall not be less than 600 square feet and the second floor inside heated living area shall not be less than 650 square feet. The ground floor inside heated area of anyone-story Townhouse, exclusive of open porches, decks and garage, shall not be less than 600 square feet. The ground floor inside heated area of any two or more story Townhouse, exclusive of open porches, decks and garages, shall not be less than 500 square feet, and the second floor inside heated living area shall not be less than said square feet.

Section 2. Any Dwellings or Townhouses constructed upon a Lot or Townhouse Site shall be required to conform to the minimum front, side and rear year setback requirements established by the City of Chesapeake, Virginia, for such Lot or Townhouse Site.

Section 3. No Lot or Townhouse Site shall be re-subdivided without the prior written consent of Declarant.

Section 4. No Dwelling, Townhouse, fence, sign, wall, bulkhead or other structure or site improvements shall be commenced, erected, placed or maintained on any Lot or Townhouse Site, nor shall any addition, change or alteration be made thereto, nor any change in the present grading of any Lot or Townhouse Site be made unless and until the plans and specifications therefore have been submitted to, and approved in writing by, Declarant. Declarant may, in its sole and absolute discretion, refuse to approve such plans and specifications for any reason, including purely aesthetic grounds relating to an attempt to preserve the subdivision of which the Lots and Townhouses are a part as a residential community which is uniform in architectural design. Declarant reserves the right to delegate such approval and related implementation and enforcement rights to an individual, committee, association or other entity, including, without limitation the Association. In the event Declarant, its designee or their respective successors or assigns fails to approve or disapprove any such plans and specifications within sixty (60) days after the receipt by Declarant, accompanied by written request for approval, such approval shall not be required, but no such failure to approve or disapprove shall be deemed to permit the erection of any structure expressly prohibited hereunder.

Section 5. No fence or wall of any height shall be constructed on any Lot or Townhouse Site until after the height, type, design and approximate location therefore shall have been approved in writing by Declarant or its designee for such purpose. No fence or wall shall be erected or placed on any Lot or Townhouse Site closer to the front Lot line than the rear line of the Dwelling or Townhouse constructed thereon. Only wooden split rail or wooden round rail fences, not to exceed three (3) feet in height, shall be approved for or permitted to be constructed upon any Lot. Only wooden privacy fences, not to exceed six (6) feet in height, shall be approved for or permitted to be constructed upon or along the side lines of any Townhouse Site, and only wooden split rail or wooden round rail fences, not to exceed three (3) feet in height (or of such greater height as may be required by the City of Chesapeake with respect to the installation of an approved swimming pool), shall be approved for or permitted to be constructed upon or along the rear line of any Townhouse Site. No chain link or other metal fence shall be erected or placed on any Lot or Townhouse Site at any time. No dock or boat ramp shall be erected or maintained on any Lot or Townhouse Site such that it extends into the water of any lake or pond within or adjacent to such Lot or Townhouse Site.

Section 6. No obnoxious or offensive activity shall be conducted or permitted on any of the Lots or Townhouse Sites, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No business or profession of any kind or nature shall be carried on or practiced on any Lot or Townhouse Site or in any Dwelling or Townhouse located thereon.

Section 7. No structure, trailer, tent, shack, barn, garage, or other outbuildings shall be used on any Lot or Townhouse Site at any time as a residence, either temporarily or permanently. No motor vehicles (other than that of a private passenger type), boat, boat trailer, house trailer, trailer, or any similar items shall be stored or parked in, upon or adjacent to any Lot or Townhouse Site unless the same is stored in a garage or other approved enclosure such that it is to be entirely hidden from the view of the adjacent and adjoining Lot or Townhouse

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Townhouse Site with the exception of dogs, cats and/or other customary household pets, not in excess of two, provided they are not kept, bred or maintained for commercial purposes.

Section 9. No sign of any kind shall be displayed to the public view on any Lot or Townhouse Site with the exception of one professional real estate sign not more than six (6) square feet, advertising a Lot or Townhouse Site, and the Dwelling or Townhouse constructed thereon, for sale or rent. All other signs must be submitted for approval as provided above.

Section 10. All electrical, telephone and other utility services to the Lots or Townhouse Sites shall be provided by underground service.

Section 11. No antenna or communication device shall be constructed on the exterior surface of a Dwelling or Townhouse or other structure, and no transmitting equipment or communication equipment shall be operated from any Lot, Townhouse Site, Dwelling or Townhouse that will in any manner interfere with standard electronic equipment, radio or television reception used in other Dwellings or Townhouses.

Section 12. No statues, monuments, bric-a-brac or symbols, other than the street number of a Dwelling or Townhouse and name of the resident, may be displayed from that portion of the Lot, Townhouse Site, Dwelling, or Townhouse observable, from the adjoining street, without the prior written consent of Declarant.

Section 13. No clothing or other household fabrics shall be hung in the open on any Lot or Townhouse Site unless the same are hung from a retractable umbrella or other retractable clothes hanging device which is removed from view when not in use, and unless the same is enclosed by an approved fence or other approved enclosure at least six (6) inches higher than such hanging articles. No machinery or equipment shall be placed or operated upon any Lot or Townhouse Site except such machinery or equipment as is usual in the maintenance of a private residence.

Section 14. No. lumber, metals, bulk materials, refuse or trash shall be kept stored or allowed to accumulate on any lot or Townhouse Site except building materials stored on a Lot or Townhouse Site during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in such a place so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. Declarant, its successors or assigns, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Lots or Townhouse Sites. No lumber, metals, bulk-materials, refuse or trash shall be disposed of in the lake area, but must be carried away from the site at the individual Owner's expense.

Section 15. Invalidation of anyone of the aforesaid easements, restrictions, covenants, conditions or reservations, by statute, ordinance or court order shall in no wise affect any other provision of this Declaration, which provisions shall continue to remain in full force and effect.

Section 16. Declarant reserves unto itself the right to assign, alter, release or waive the requirements of any of the easements, restrictions, covenants, conditions and reservations contained herein by an appropriate written instrument executed solely by Declarant (without notice to, or the requirement of the joinder in the execution thereof by, any other Lot or Townhouse Site Owners), duly recorded in the Clerk's Office wherein instruments affecting the Lots and Townhouse Sites are then recorded.

Section 17. The aforesaid easements, restrictions, covenants, conditions and reservations may be enforced proceedings at law or in equity, either by Declarant (whether or not at the time of such enforcement Declarant owns any of the Lots or Townhouse Sites), the Association, or the owners of any Lot or Townhouse

THIS HAS BEEN CONVERTED TO A SEARCHABLE FORMAT FOR LEGAL ISSUES PLEASE CONSULT THE SCANNED VERSION!!!

Site, against any person or persons violating or attempting to violate any of said easements, restrictions, covenants, conditions or reservations, whether to enjoin violation and or to recover damage therefore.

ARTICLE VIII PARTY WALLS

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

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

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

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

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

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

ARTICLE IX EASEMENTS

The Declarant reserves, for the benefit of itself and the Association, the right to grant easements over, along, under and through the Common Area to the City of Chesapeake or to any utility company for drainage or utility purposes. In addition, a five-foot easement (unless a greater width is noted on the subdivision plat thereof) along and adjacent to all side and rear lines of all Lots and along and adjacent to all side and rear lines of the blocks or parcels in which Townhouse Sites are situated, and a non-exclusive easement within the areas of any utility, drainage or impoundment easements dedicated to the City of Chesapeake as shown on each subdivision plat thereof are hereby reserved by the Declarant and the Association for the installation and/or maintenance of utilities and drainage facilities.

ARTICLE: X GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, 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 or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by statute, ordinance or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

Section 3. Binding Effect: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or by the Owner of any of the Property, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. All easements and reservations created or reserved herein shall be perpetual unless otherwise expressly provided to the contrary herein. The covenants and restrictions of this Declaration may be amended or revoked during the first thirty (30) year period by an instrument signed by Members entitled to cast at least seventy-five percent (75%) of the votes in each class of membership, and thereafter by an instrument signed by Members entitled to cast at least sixty percent (60%) of the Votes in each class of membership. Any such amendment or revocation must be recorded in the appropriate land records wherein deeds affecting the Property are then recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of either the Federal Housing Administration or the Veterans Administration: Dedication of any Common Area to a public authority; Mortgaging of any Common Area; Mergers and Consolidations; or Amendment of this Declaration of Covenants, Conditions, Restrictions and Easements.

Section 5. Management. The Board of Directors of the Association shall have the responsibility of implementing maintenance and other functions of the Association.

Section 6. Assignment of Rights. The Association shall have the right to assign anyone or more of the rights granted it hereunder as to any portion of the Property, or the Common Area; provided, however, that as long as there is a Class B membership, such assignment will require the prior approval of either the Federal Housing Administration or the Veterans Administration.

IN WITNESS. WHEREOF, ARMADA/HOFFLER-ECUFIN ASSOCIATES has caused this Declaration to be signed in its name and behalf by its General Partners, thereunto duly authorized, and each of the builders named below has caused this Declaration to be signed in its name and behalf by its General Partners or its proper officers, thereunto duly authorized, for the purpose set forth in the preambles hereof, this 6th day of May, 1987.

ARMADA/HOFFLER-ECUFIN
ASSOCIATES
BY: Armada/Hoffler-
Oak Grove, Inc., a
Virginia Corporation,
General Partner

AND BY: Ecufin, Inc., a Virginia
corporation, General Partner
STATE OF VIRGINIA

BUILDERS :
HUNNINGDON LAKES ASSOCIATES, L.P.
By The DeAnne Company, a Virginia
Corporation

PACE CONSTRUCTION AND
DEVELOPMENT, CORP., a
Virginia Corporation

STATE OF VIRGINIA
AT LARGE

I, _____, a Notary Public in and
for the City of _____, Virginia certify that
Armada/Hoffler-Oak Grove, Inc, a Virginia corporation, whose
name as such is assigned to the foregoing instrument bearing
date on the _ day of ___ 1987 has acknowledged the same before me.
GIVEN under my hand this _ day of _ 1987
State of VIRGINIA
AT LARGE

I, _____ a Notary Public in and
for the City of _____, Virginia, certify that
_____, _____ of
Ecufin, Inc., a Virginia corporation, whose name as such is
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AMMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF THE
HUNNINGDON LAKES PROPERTY OWNERS ASSOCIATION

THIS AMENDMENT 15 made this 24th day of June, 1988, by Armada/Hoffler-Ecufin Associates, a
Virginia general partnership ("Declarant");

WHEREAS, Declarant has recorded the Declaration of Covenants, Conditions, Restrictions and
Easements. of the Hunningdon Lakes Property Owners Association (the "Declaration") in the Clerk's Office of
the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 2346 at page 600; and

WHEREAS, Article VII, Section 16 permits the Declarant to alter the terms of the easements,
restrictions, covenants conditions and reservations contained in the Declaration without the approval or joinder
of any other party; and

WHEREAS, the Declarant now desires to amend the Declaration pursuant to Article VII, Section 16,

Now, THEREFORE, the Declarant hereby amends the Declaration as follows:

1) The third sentence of Article VII. Section 5 is hereby amended to read as follows:

"Only wooden fences, not to exceed four (4) feet in height, shall be approved for or permitted to be
constructed upon any waterfront Lot."

2) Immediately following the third sentence of Article VII. Section 5. the following shall be added:

“In addition to the aforementioned four (4) foot wooden fences, wooden privacy fences, not to exceed six (6) feet 1n height may be constructed upon any Lot which is not a waterfront Lot. The Architectural Committee shall approve design, placement, color and material specifications for all fences.”

IN WITNESS WHEREAS. This Amendment is executed as of the date first written above.

ARMADA/HOFFLER - ECUFIN ASSOCIATES,
a Virginia general partnership

BY: Armada/Hoffler - Oak Grove, Inc., a
Virginia corporation General Partner

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF THE
HUNNINGDON LAKE PROPERTY OWNER'S ASSOCIATION

THIS AMENDMENT is made this 8th day of December, 1994 by
Hunningdon Lake Associates a Virginia general partnership ("Declarant") Grantor;
WHEREAS, Declarant has recorded the declaration of Covenants, Conditions, Restrictions and Easements of
the Hunningdon Lakes ·Property Owners Association (the "Declaration") in the Clerk's Office of the Circuit
Court of the City of Chesapeake, Virginia, in Deed Book 2346, at page 600; and

WHEREAS, Article VII, Section 16 permits the Declarant to alter the terms of the easements,
restrictions, covenants, conditions and reservations contained in the Declaration without the approval or joinder
of any other party; and

WHEREAS, the Declarant now desires to amend the Declaration pursuant to Article VII, Section 16.
NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article VII, Section 4 ~s hereby amended to add the following language:

"No paint, stain or other material(s) which would affect the color of the exterior of any structure shall be applied to the exterior of any structure located upon the Property, any Townhouse Site, or any Lot including, but not limited to, dwellings, storage sheds, and fences, nor shall the color of any exterior painted siding, doors, jambs, casing or facia be changed with respect to any such structure located on any of the Property, Townhouse Sites, or Lots until color samples of such stain, paint, or other material(s) shall have first been submitted to and approved in writing by the Architectural Committee. Without limiting the authority of the Architectural Committee to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, the following guidelines are set forth: Earth tones or muted colors are preferred, for example the "Benjamin Moore Historical Color Collection."

2. Article VII, Section 5 is hereby amended to add the following three paragraphs:

"No side yard fence on any lot (including both single family and townhouse lots) shall be placed any nearer to that lot's front, street abutting lot line than the center point of that side of the dwelling on which the fence is placed, but in no event shall such fence be placed forward of the existing dwelling unit located on the adjacent lot nearest to the placement of such fence. All corner lots shall be subject to the additional restriction that no fence be placed closer to the side street curb than the side line of any dwelling unit located on such corner lot. Welded wire fabric may only be attached to the inside of split rail fences, provided that such welded wire consists of galvanized welded wire or green plastic coated wire with a thickness not thinner than fourteen gauge, expressly excluding poultry netting commonly known as chicken wire."

3. Article VII, Section is hereby amended to add the following paragraphs:

"Detached storage structures (sheds) are permitted. Provided however, that no such structure shall be permitted unless approved in accordance with Article VII Section 4 of the "Declaration of Covenants, Conditions, Restrictions and Easements," and unless such structure is in compliance with all Chesapeake ordinances, rules, and regulations. Nor shall any such structure be erected, altered, placed, permitted to remain, or moved onto any lot unless it shall conform to or be in harmony with the existing structures in the subdivision, and unless it shall substantially conform to the existing dwelling unit on the lot. In no event, however, shall any such structure be constructed of metal on its sides, front, or roof."

In the event of any conflict, inconsistency, or incongruity between the provisions of this amendment and any of the provisions of the Declaration (Deed Book 2346, at page 600) as heretofore amended, the provisions of this amendment shall in all respects govern and control.

IN WITNESS WHEREAS, this Amendment is executed as of the date first written above.

HUNNINGDON LAKE ASSOCIATES,
a Virginia general partnership

BY: Ecufin, Inc., a Virginia
corporation, General Partner

BY: Mohammad: KoocMedzadeh