

APPENDIX B

LEGAL BASIS OF DESIGN REVIEW

The following are selected excerpts from the legal documents of the Huntington Forest Homeowners Association, Inc., pertaining to design review and the authority of the Association and the Board of Directors to enforce architectural control of residence lots and common areas.

ARTICLES OF INCORPORATION

We hereby associate to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia, and

- (1) NAME: The name of the corporation is Huntington Forest Homeowners Association, Inc.
- (2) PURPOSE AND POWERS: This corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of residence lots and common areas within that certain tract of property located in Fairfax County, Virginia, consisting of 74.46425 acres of land to be dedicated as Huntington Forest Subdivision and which is to be subject to the Declaration of Covenants, Conditions and Restrictions.

BY-LAWS

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to: (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

ARTICLE IX
COMMIITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE VII
RESTRICTIVE COVENANTS

Section 1. All lots in the tract shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No noxious or offensive trade or activity shall

be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 2. No structure or addition to be a structure shall be erected, placed, altered or externally improved on any lot until the plan and specification, including elevation, material, color and texture and a site plan showing location of improvement with grading modifications shall be filed with and approved in writing by the Architectural Review Board. No alternations, additions, or improvements shall be made to any garage that would defeat the purpose for which it was intended. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway or appurtenances to any of the aforementioned. This provision shall not apply to original construction on any lot by a Declarant commencing within four (4) years from the date of submission of said lot to this Declaration. No temporary building shall be maintained on any lot without the approval of the Architectural Review Board.

Section 3. All fences or enclosures must be approved by the Architectural Review Committee as to location, material and design. Any fence or wall built on any lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 4. All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 6. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, two cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

Section 8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Trash or garbage receptacles shall not be visible from front of house.

Section 9. No exterior television or radio antenna of any sort shall be erected or maintained on any lot without the written consent of the Architectural Control Committee, provided that the Association shall have the right to erect and maintain a master antenna on Association property, if the erection of such master antenna is approved by members of the Association pursuant to the provisions of Article V, hereof.

Section 10. Easements for installation and maintenance of utilities, including sanitary and storm sewer lines, are reserved over the side and rear five feet of each lot and over any

portion of the Common Area.

Section 11. No junk vehicles, recreational vehicles, house trailers, or commercial or industrial vehicles such as, but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, or buses shall be regularly or habitually parked within the boundaries of the subdivision. No storage of boats, boating equipment, travel trailers, camping equipment or recreational vehicles shall be visible from the street.

Section 12. No drying of any wet clothes or airing of any garment or bedding shall be permitted to be done outside of the house located on any lot in the subdivision except within the rear yard area and except on Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m.

Section 13. Invalidation of anyone or more of the covenants set forth herein (or part thereof) by judgment or court order shall in no way affect any of the other covenants set forth herein which shall remain in full force and effect.

Section 14. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration of Covenants, Conditions and Restrictions. Failure by the Association or by 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 15. The Architectural Control Committee shall consist of a committee of three or more persons appointed by the Directors of the Association. Applications for approval by the Architectural Control Committee shall be in writing. Approval or disapproval by the Committee shall also be in writing. Failure of the Committee to approve or disapprove a request within sixty (60) days shall be construed as Committee approval of the request.

ARTICLE IX POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Association shall have the following powers and duties which may be exercised at its discretion:

(a) To enforce any or all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Properties. Provided, that nothing contained herein shall be deemed to prevent the owner of any lot from enforcing any building restrictions in his own home;

the right of enforcement shall not serve to prevent such changes, releases or modifications of the restrictions or reservations placed upon any part of the Properties by any party having the right to make such changes, releases or modifications in the deeds, contracts, declarations or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. The expense and costs of any enforcement proceedings initiated by the Association shall be paid out of the general fund of the Association,

as hereafter provided for.

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

Section 2. Mandatory Powers and Duties.

The Association shall exercise the following rights, powers and duties:

(b) To make and enforce regulations governing the use of the Common Area.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any right, provision, covenant, or conditions which may be granted by this Declaration shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of anyone or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration, or at law or in equity.

NOTE: For the purpose of clarification, all references to an Architectural: (a) Control Committee, (b) Review Board, or (c) Review Committee in the legal documents of the Huntington Forest Homeowners Association, Inc., shall all mean the same thing and shall be referred to collectively as the Architectural Control Committee (ACC).