

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration”), is made on the date hereinafter set forth by and on behalf of HUNTINGTON FOREST HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation.

ARTICLE I — DEFINITIONS

Section 1. “Association” shall mean and refer to Huntington Forest Homeowners Association, its successors and assigns.

Section 2. “Properties” shall mean and refer to all real property described in the recorded Deed of Dedication and Subdivision. The Properties consist of the real property designated as Lots 1 through 118, inclusive; Lot 158; and Parcels B and C, inclusive, all in the Kings Landing Subdivision shown as Subdivision 36 on Fairfax County property map number 82 04. See Exhibit A.

Section 3. “Common Area” shall mean all the real property owned by the Association, which is shown as Parcels B and C, inclusive, in the Kings Landing Subdivision shown as Subdivision 36 on Fairfax County property map number 82-4. See Exhibit A.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 5. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Mortgagee” shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area and who has notified the Association of this fact.

ARTICLE II — MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record 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. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. A Mortgagee in possession of a Lot shall be entitled to exercise the Owner’s rights in the Association with regard thereto.

ARTICLE III — VOTING RIGHTS

Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. The vote for any Lot held by more than one person may be exercised by any one of them, provided that no objection or protest by any other holder of such Lot is made prior to the completion of a vote. If such protest is lodged prior to the completion of the vote, the vote for such Lot shall not be counted, but the Member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the protest is lodged at the meeting.

ARTICLE IV — PROPERTY RIGHTS

Section 1. Members Easements of Enjoyment. Every Member shall have a right of access to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) Portions of the Common Area that are located in a Resource Protection Area (RPA) are subject, *inter alia*, to the Chesapeake Bay Preservation Act.

(b) The right of the Association at any time and consistent with the then existing zoning ordinance of Fairfax County and its designation as “open space,” or upon dissolution 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, provided that any such dedication or transfer shall require: (1) a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance; and (2) the assent of two-thirds (2/3rds) of the Members entitled to vote. And upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents.

(c) The right of the Association to grant any public utility with or without payment of damages to the Association, and consistent with the “open space” designation thereof, easements for the construction, reconstruction, installation, repair, and/or necessary maintenance of utility lines through or over any portion of the Common Areas. The foregoing shall not be construed, however, to permit any such public utility to acquire or damage any improvements situate thereon which would otherwise be deemed to be part of the realty, without the payment of damages, including severance or resulting damages, if any to the Association, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this Commonwealth.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right of access to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Member’s Lot.

ARTICLE V — COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot 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:

(a) Annual assessments or charges, and

(b) Special assessments for specified purposes, such assessment to be fixed, established and collected from time to time as hereinafter provided.

(c) The annual and special assessments, together with such interest thereon and cost of collections thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest, collections costs and reasonable attorney’s fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and 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 in the Properties and maintenance of the Common Area.

Section 3. Annual Assessments. The Association's fiscal year is the calendar year.

(a) Each November, after consideration of current maintenance costs and further needs of the Association, the Board of Directors shall fix the annual assessment for the following year, which amount shall not represent an increase that exceeds the greater of five percent (5%) or the rise in the (ALL-ALL) Consumer Price Index (as published by the U.S. Department of Labor) for the Washington, D.C. standard metropolitan area, for the year ending the preceding July 1.

(b) The annual assessment may be increased above that established by subparagraph (a) provided that any such increase shall have the assent of two-thirds (2/3rds) of the votes, whether in person or by proxy, of Members at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; such meeting shall have a quorum of Members as provided for in Section 6 below,

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any fiscal year, a special assessment applicable to that year only for any specified purpose, as determined by the Board, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes, whether in person or by proxy, of Members at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days; such meeting shall have a quorum of Members as provided in Section 6 below,

Section 5. Rate or Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 herein, the presence, in person or by proxy, of sixty percent (60%) of the Members entitled to vote shall constitute a quorum. If the required quorum is not present at such meeting, a second meeting may be called subject to the notice requirements as set forth in Sections 3 and 4, and the required quorum at such subsequent meeting shall be one-half (1/2) of the quorum required at the first meeting. Such subsequent meeting shall be held not more than sixty (60) days after the first meeting.

Section 7. Date of Commencement of Annual Assessments Due Dates. The Board of Directors shall make reasonable efforts to fix the amount of the annual assessment against each Lot by December 1 of the preceding year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8. The Association shall, upon demand at any time by an Owner or mortgagee of a specified Lot, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on that specified Lot have been paid. A reasonable charge, up to the maximum permitted by law, may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Remedies of the Association in the Event of Default. If any Member's assessment is not paid within thirty (30) days after the due date, a late fee of 10%, or such other amount as previously established by rule, shall be imposed. In addition, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The Association may deny that Member the right to vote or participate in any meeting and may take legal action to collect the delinquency, including bringing an action at law against the

Owner personally obligated to pay the same, and/or foreclose the lien against the property. Late fees, interest, costs of collection and reasonable attorney's fees incurred as a result of any legal action being taken to collect the delinquency, regardless of whether an action is filed (e.g., legal fees for a demand letter) shall be added to the amount of such assessment.

Section 10. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first trust or Mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

ARTICLE VI— POWERS AND DUTIES OF THE ASSOCIATION

Section 1. The Association's authorities and duties may be carried out by the Board of Directors, unless otherwise required herein.

Section 2. The Board of Directors shall appoint an Architectural Review Committee consisting of three (3) to nine (9) Owners to serve at the pleasure of the Board, for the purpose of maintaining the attractive character and value of the Properties.

Section 3. Discretionary Powers and Duties: The Association shall have the following powers and duties which may be exercised at its discretion:

(a) To adopt rules, regulations and guidelines regarding modifications to Lots, structures thereon, and other items on a Lot and regarding maintenance and repair of Lots.

(b) 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 name; 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.

(c) To maintain the Common Area.

(d) To exercise all rights and control over any easements which the Association may from time to time acquire, including, but not limited to, those easements specifically reserved to the Association in Article VIII hereof.

(e) To create, grant and convey easements upon, across, over and under all Association properties including but not limited to, easements for the installation, replacement, repair and maintenance of utility lines serving Lots in the Properties.

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

(g) To employ from time to time such agents, as the Association may deem necessary in order to exercise the powers, rights and privileges granted to it, and to make contracts.

(h) To enter into written agreements with private and public entities for the purpose of improving access, utilization, maintenance, cleanliness and appearance of paved roadways, sidewalks, and the unpaved easement areas between them within the Association's general boundaries to include, but not be limited to: emergency vehicle access/egress, winter precipitation preparation/removal, hurricane preparation/cleanup, street sweeping, waste collection, and utility access. Such agreements, and any amendments thereto, shall be made available to the Association's membership in a manner that facilitates timeliness of awareness and compliance thereof.

(i) To enter into written agreements with private and public entities for the purpose of assuring access, cleanliness, maintenance, safety, and utilization, as intended by this Declaration, of the Association's Common Area to include, but not be limited to trespassing prevention and enforcement.

Section 4. Mandatory Powers and Duties. The Association shall exercise the following rights, powers and duties:

(a) To hold title to the Common Area and to hold and administer said property for the benefit of the Owners and occupiers of Lots.

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

Section 5. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association. The amount of coverage shall be in compliance with Virginia law.

Section 6. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area. Such insurance policy shall contain a severability of interest clause or endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of average shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use.

ARTICLE VII — RESTRICTIVE COVENANTS

Section 1. All Lots in the tract shall be residential lots; only 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 may be erected on a Lot.

Section 2. All Lots, structures thereon, and yards must be maintained in a neat and attractive manner so as not to detract from the appearance of the Properties.

Section 3. 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, as determined by the Board of Directors.

Section 4. The Board of Directors shall adopt and publish guidelines for exterior modifications to any structures, which, as used in this Article, are anything that is built or paved on a Lot. The Board of Directors may adopt maintenance standards and guidelines regarding anything affecting the appearance of the Properties, including, but not limited to, the provisions of Sections 5-15 below.

Section 5. No structure or exterior modification to a structure on a Lot shall be erected, placed, or changed in any way (including color) until the plans and specifications, including, if applicable, elevation material, color and texture and a site plan showing location of improvement with grading modifications, are filed with and approved in writing by the Architectural Review Committee. The Architectural Review Committee may require the submission of additional documentation and/or information for any modification application. No alterations shall be made to any garage which would defeat its intended purpose. Modifications of windows, doors, patios, porches, fences, retaining walls, pavement, driveways, or any other exterior component of a structure require the written approval of the Architectural Review Committee.

Section 6. No temporary building shall be maintained on any Lot without the approval of the Architectural Review Committee.

Section 7. All fences, enclosures, and walls on a Lot must be approved in advance by the Architectural Review Committee as to location, material and design. Any fence or wall built on a Lot shall be maintained properly and in good order.

Section 8. No temporary structure, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, except that the Board of Directors may grant a temporary waiver in extreme circumstances.

Section 9. No permanent signs are permitted. Certain temporary signs that are in accordance with the architectural guidelines are permitted.

Section 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. There is an exception to keep two dogs, two cats or other household pets provided they are not kept, bred or maintained for commercial purposes. If extenuating circumstances exist to keep additional dogs or cats, a request may be made to the Architectural Review Committee. Unattended pets may not be tethered or constrained by an electronic fence except in a back yard.

Section 11. Trash, garbage or other waste shall not be kept except in sanitary containers. Trash or garbage receptacles, when stored, shall not be visible from the front of the house.

Section 12. Satellite dishes and exterior television or radio antennae shall be installed in accordance with the standards adopted by the Board and in accordance with applicable law and governmental regulations.

Section 13. The streets in our neighborhood are owned and maintained by the Virginia Department of Transportation (VDOT). Street parking is subject to VDOT regulations and Fairfax County ordinances. No vehicles are to be parked in yards other than on the paved driveway. No junk vehicles, recreational vehicles, house trailers, or commercial or industrial vehicles are to be parked in driveways or yards.

Section 14. Storage of boats, boating equipment, travel trailers, or recreational vehicles is not permitted in yards.

Section 15. Drying of any wet clothes or airing of any garment or bedding shall be permitted only within the rear yard.

Section 16. Applications for approvals by the Architectural Review Committee shall be complete and in writing. Approval or disapproval by the Committee shall also be in writing. Failure of the Committee to approve or disapprove a complete request within sixty (60) days after acknowledged receipt shall be construed as Committee approval of the request.

ARTICLE VIII— EASEMENTS

Section 1. In the event of emergencies, and in performance of governmental functions, a blanket easement, which may be exercised immediately and without prior notice, is hereby granted to the Association, its directors, officers, agents, and employees, and to all policemen, firemen, ambulance personnel, and all similar persons to enter upon the Properties in the exercise of the functions provided by the Declaration and the Articles, By-Laws and Rules of the Association.

Section 2. Except in the event of an emergency situation or a governmental function, the rights accompanying the easements provided by Section 1 of this Article shall be exercised only during reasonable hours and then whenever practicable only after advance notice to, and with the permission of, any Owner or tenant directly affected thereby. However, the Association shall be permitted to enter the Lot, if necessary, to hand deliver notices to the Owners without committing trespass; in such case advance notice and permission are not required.

Section 3. 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.

ARTICLE IX — RIGHTS OF MORTGAGEES

All Mortgagees shall have the following rights:

Section 1. A mortgagee, upon request, will be given written notification from the Association of any default in the performance by the Owner of a Lot relating to the mortgage owned by the Mortgagee of any obligation under this Declaration or related Association documents, which is not cured within sixty (60) days.

Section 2. Any Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage, or foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of the title to the Lot by the Mortgagee.

Section 3. A Mortgagee shall have the right to examine the books and records of the Association.

ARTICLE X — 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 condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or an Owner to enforce sum 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 any one 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Applicability. 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, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25)

years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of twenty (20) years.

Section 4. Amendment. The covenants and restrictions of this Declaration may be amended in whole or in part, and any such amendment require: (1) a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners s not less than thirty (30) days nor more than sixty (60) days in advance; and (2) the assent, in person or by proxy of the Members who own two-thirds (2/3rds) of the Lots. Any amendment must be properly executed and acknowledged (in the manner required by law for the execution and acknowledgement of deeds) by the Association and recorded among the land records of Fairfax County, Virginia.

Section 5. Precedence. In the event that provisions in this Declaration are found to be inconsistent with those in the Association's Articles of Incorporation, the provisions of this Declaration take precedence.

EXHIBIT A

Fairfax County property map number 82-04 36.

W. Stephen Piper, President
Huntington Forest Homeowners Association

Recorded
Fairfax County Circuit Court
Land Records
February 14, 2020

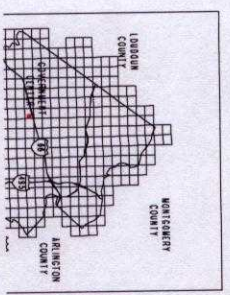
FAIRFAX COUNTY RESOURCE PROTECTION AREAS MAP

CHESAPEAKE BAY PRESERVATION AREAS

LEGEND

- Resource Protection Areas (RPAs)
- 1993 RPAs
- 2003 RPAs
- 2003 (Rev) RPAs
- Resource Management Areas (RMAs)
- 07/12/2005

The information contained on this page is NOT to be construed or used as a "legal description". It is not a survey product and not to be used for the design, modification or construction of improvements to real property or for flood plain determination. Fairfax County does not provide any guaranty of accuracy or completeness regarding the map information. Any errors or omissions should be reported to the Fairfax County Geographic Information Services Branch of the Department of Information Technology. In no event will Fairfax County be liable for any damages, including but not limited to loss of data, lost profits, business interruption, loss of business information or any other pecuniary loss that might arise from the use of this map or information it contains.



Not to Scale
Date of Map: 8/1/05

