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JENI COMPANY
P.O. BOX 809
NICHOLASVILLE, VIRGINIA 22601

THIS DEED OF DEDICATION, made and dated this 10th day of September, 1990, by and between JENI COMPANY, a Virginia Corporation, party of the first part, hereinafter called the DECLARANT, whether one or more, COUNTY OF FREDERICK, VIRGINIA, party of the second part, J. RANDOLPH LARRICK, Sole-Acting Trustee, party of the third part, and J. P. DARLINGTON, Beneficiary, party of the fourth part; and OAKCREST BUILDERS, INC., a Virginia Corporation, an additional DECLARANT, where applicable, party of the fifth part.

WHEREAS, the DECLARANT is the owner in fee simple of the real estate shown on that certain Final Plat drawn by Douglas C. Legge, C.L.S., dated August 1, 1990, known as Huntington Meadows, Section I, and further, of that certain real estate shown on that certain Final Plat drawn by Douglas C. Legge, C.L.S., dated August 3, 1990, known as Huntington Meadows, Section II, which Final Plats are attached hereto and incorporated herein by reference as if set out in full. This is the same real estate prviously conveyed to the DECLARANT by that certain deed dated May 1, 1989, from J. P. Darlington, et ux, which deed is of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia, in Deed Book 712, at Page 253; and

WHEREAS, said real estate, as shown on the aforesaid attached Final Plats, has been subdivided into lots for the construction of single-family homes thereon (Lots 1 through 53, inclusive, of Section I) and for the construction of townhouses thereon (Lots 1 through 284, inclusive, of Section II), and the hereinabove-referenced Final Plats show accurately the metes and bounds of the subdivided land, together with the dimensions of each lot thereof and also shows certain surrounding lands in said Subdivision to be used as open space, parking areas, sanitary sewer easements,

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utility, parking, ingress-egress, sidewalk and drainage easements, all of which shall constitute a portion of that development known as Huntington Meadows Subdivision, Section I and Section II, and which common areas shall be owned and/or maintained by the Huntington Meadows Homeowners Association upon the terms and conditions set forth hereinafter; and

WHEREAS, the DECLARANT now desires to subdivide the same into lots to be known as Huntington Meadows Subdivision, Section I and Section II. The Subdivision of said real estate, as it now appears on the aforesaid attached Final Plats, is with the free consent and in accordance with the desires of the undersigned DECLARANT, Trustee and Beneficiary, and the parties hereto further desire to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable and in force and effect as of the date of execution of this Deed of Dedication.

NOW, THEREFORE, THIS DEED OF DEDICATION WITNESSETH: That for and in consideration of the premises and the benefits which will accrue by reason of this Dedication, the DECLARANT does hereby subdivide all of that certain tract or parcel of land designated as Huntington Meadows Subdivision, Section I and Section II, lying and being situate in the County of Frederick, Virginia, and being more particularly described by that certain Final Plat of Huntington Meadows, Section I, drawn by Douglas C. Legge, C.L.S., dated August 1, 1990, containing Lots 1 through 53, inclusive, and being more particularly described by that certain Final Plat of Huntington Meadows, Section II, drawn by Douglas C. Legge, C.L.S., dated August 3, 1990, containing Lots 1 through 284, inclusive, which Final Plats are attached hereto and

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incorporated herein by reference as if set out in full. This is the same real estate previously conveyed to the DECLARANT by deed dated May 1, 1989, from J. P. Darlington, et ux, said deed is of record in the aforesaid Clerk's Office, in Deed Book 712, at Page 253.

FOR AND IN CONSIDERATION AS AFORESAID, the DECLARANT does further dedicate all of the streets in Section I to the County of Frederick, Virginia, for public use, and further, does hereby dedicate that portion of Stratford Drive, in Section II, as more particularly set forth on Sheet 17 of the attached plat of Huntington Meadows, Section II, to the County of Frederick, Virginia, for public use, which streets dedicated hereby are more particularly described by the hereinabove referenced Final Plats of Huntington Meadows Subdivision, Section I and Section II. The remaining streets and parking areas in Section II are not hereby dedicated to the County of Frederick, Virginia, for public use, but are reserved for the common use and enjoyment of the homeowners in Huntington Meadows, Section II.

All of the lots shown on the plat attached hereto shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Huntington Meadows Homeowners Association, Inc., a nonstock Virginia Corporation, its successors and assigns.

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Section 2. "Common Areas" shall mean and refer to that certain real property described as common open space, the streets in Section II not dedicated to the public herein, and parking areas, and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation.

Section 3. "Lot" shall mean and refer to any of the Lots (Lots 1 through 53, inclusive, of Section I, and Lots 1 through 284, inclusive, of Section II), designated upon the Final Plats of Huntington Meadows Subdivision, Section I and Section II, with the exception of the open space and parking areas, defined as "Common Areas" hereinabove.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Huntington Meadows Subdivision, Section I and Section II, as shown on the hereinabove-referenced Final Plats, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "DECLARANT" shall mean and refer to Jeni Company, a Virginia Corporation, its successors and assigns. Specifically, the Jeni Company does intend to convey all of the lots in Huntington Meadows, Section II, to Oakcrest Builders, Inc. and, therefore, the term "DECLARANT" as used herein shall be deemed to include said Oakcrest Builders, Inc.

ARTICLE II
MEMBERSHIP

Every person or entity who is a record owner of a fee or

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undivided fee interest in any Lot which is subject by covenants of record to assessments 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. Only one membership shall be accorded per Lot. 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.

ARTICLE III
VOTING RIGHTS

Each Member of the Association shall have one vote for each lot owned in which said Member shall hold the interest required for membership in Article II. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), but no more than nine (9) directors, who must be members of the Association. The initial Board of Directors shall be appointed by the Association and serve until the first annual meeting following conveyance of the first Lot in Huntington Meadows Subdivision to a grantee other than Oakcrest Builders, Inc.; thereafter, the Board of Directors shall be elected by the Membership as determined in the Bylaws of the Association.

TREASURER

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The Treasurer of the Association shall be bonded, with the expense of such a fidelity bond for said officer to be borne by the Association.

ARTICLE IV
PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment: Every Member shall have a right and easement of enjoyment in and to the "Common Areas," specifically including but not limited to the rights of ingress and egress across the aforesaid "Common Areas" and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a): The rights of the Association, in accordance with its Articles and ByLaws, to borrow money for the purpose of improving the aforesaid "Common Areas". The Association is further empowered, with the consent of at least two-thirds (2/3) of the members, to mortgage the area in said Subdivision designated as "Common Areas" to secure any such borrowed funds, but such mortgage shall be subordinate to the rights of the Homeowners hereunder. In computing the required vote of the members in connection with any such mortgage of the "Common Areas", the lots owned by the DECLARANT shall not be included. All members shall be given notice of any such proposed mortgage of said "Common Areas" as set forth in Paragraph (c), infra.
- (b) The rights of the Association to suspend the voting rights and the right to the use of the "Common Areas" by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- (c) The rights of the Association to dedicate or transfer all or part of the "Common Areas" 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 two-thirds (2/3) of the votes has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than twenty-five (25) days nor more than fifty (50) days in advance.

Section 2. Delegation of Use: Any Member may

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delegate, in accordance with the Bylaws, his right of enjoyment to the "Common Areas" to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the "Common Areas": The DECLARANT, or such other entity as is vested with title at the time of conveyance, hereby covenants that fee simple title to the common open space and parking areas (referred to hereinabove as "Common Areas") will be conveyed to the Association free and clear of all liens and encumbrances prior to the conveyance of the first lot in Huntington Meadows Subdivision to a grantee other than Oakcrest Builders, Inc.

ARTICLE V
COVENANTS FOR MAINTENANCE
ASSESSMENT FOR THE ASSOCIATION

Section 1. Assessments: The DECLARANT, for each Lot owned, hereby covenants, and 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 agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment

fee was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien upon said lot as set forth hereinabove.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the following purposes, to-wit: Improvements and maintenance of the "Common Areas", specifically including, but not limited to, payment of real estate taxes, repairs, removal of snow from Association-owned and maintained parking areas and streets within said Subdivision, maintenance and repair of drainage and detention facilities, maintenance of street lights and payment of all utility charges therefore, maintenance and repair of utility and drainage easements, maintenance, repair and improvement of Association-owned parking areas and streets within said Subdivision, and services and facilities devoted to the aforesaid purposes and related to the use of and enjoyment of the "Common Areas"; and further, for the purpose of promoting the recreation, health, safety and welfare of the residents in the "Common Areas" of Huntington Meadows Subdivision, Section II.

Section 3. Basis and Maximum of Annual Assessments: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner (until January 1 of the year immediately following the conveyance of the first Lot to an owner other than a conveyance of said Lots to Oakcrest Builders, Inc., by DECLARANT) the maximum annual assessment shall be \$50.00 per Lot for all Lots in Section I (Lots 1 through 53, inclusive) and \$75.00 per Lot for all Lots in Section II (Lots 1 through 284, inclusive).

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an

Owner, the maximum annual assessment per Lot may be increased above that set forth hereinabove by a vote of the Members for the next succeeding year and at the end of each year's period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, 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. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation. The maximum annual assessment hereunder shall be subject to the limitations set forth in Paragraph (c), *infra*.

- (b) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum.
- (c) The annual assessment imposed on the lots in Section I shall never exceed two-thirds (2/3) of the amount of the annual assessment imposed on the lots in Section II of said Subdivision.

Section 4. Special Assessments for Capital

Improvements: 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the "Common Areas", specifically including but not limited to maintenance, repair and improvement of any Association-owned parking areas and streets within said Subdivision, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy 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

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of the meeting, setting forth the purposes of the meeting.

Section 5. Uniform Rate of Assessment: The Association is specifically authorized and empowered to impose differing annual and special assessments for the Lots in Section I and Section II of said Subdivision, based upon the differing expenses for Association responsibilities and activities in each Section of said Subdivision; provided, however, that within each Section of said Subdivision, both annual and special assessments must be fixed at a uniform rate for all lots in said Section and may be collected on a monthly basis, and further provided, that the limitation set forth in Section 3(c) of this Article shall apply.

Section 6. Quorum for any Action Authority 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-seven percent (67%) of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments - DUE DATE: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first lot to a grantee other than Oakcrest Builders, Inc. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the

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amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. 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. 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 have been paid. A reasonable charge 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 8. Effect of Non-Payment of Assessments:
Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or file a Notice of Lien among the land records and foreclose said lien against the property, and interest, costs and reasonable attorney's fees on any such action 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 Areas" or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages:
The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter encumbering any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant

to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein; (a) Any property owned by the Association; (b) All properties dedicated to and accepted by a local public authority; (c) Any and all lots owned by DECLARANT, its successors or assigns (specifically including the intended Grantee of said Lots, Oakcrest Builders, Inc.) for which a final Certificate of Occupancy has not been issued by the County of Frederick, Virginia or such other agency having jurisdiction thereof; and (d) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no residence occupied as a dwelling shall be exempt from these assessments.

Section 11. Failure to Maintain "Common Areas": In the event that the Association, or its successors, shall fail to maintain the "Common Areas" in reasonable order and condition, the County of Frederick may take such action as authorized by the County of Frederick Zoning Ordinance. The County of Frederick Zoning Ordinance and any and all amendments thereto is by this reference made a part hereof as if set out in full.

ARTICLE VI
USE, RESTRICTIONS AND COVENANTS

The Lots in Huntington Meadows, Section I (Lots 1 through 53, inclusive) shall be subject to the following restrictions, which are constituted covenants real to run with the land:

1. All Lots shall be used for single-family residential purposes only. No detached garage or carport shall

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be permitted on any Lot. A utility or other out building on any Lot shall be of the same material and construction as the main structure on such Lot.

2. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for said Lot which signs shall not exceed five (5) square feet in area, or signs used by the DECLARANT (and its intended grantee, Oakcrest Builders, Inc.) to advertise the property during construction and sale. No "For Rent" signs shall be allowed on any Lot.
3. No boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton (or less) vans) shall be permitted on any Lot except during the course of construction. No motor vehicle or material portion thereof, which does not have a current license and current Virginia inspection sticker shall be permitted on any Lot.
4. No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers.
5. No fence or hedge shall be constructed or planted in the front nor along the side (not applicable to corner lots) of any residence nor within twenty-five (25) feet of any street. Rear fencing and hedges shall not exceed six (6) feet in height. All fencing shall be constructed of wood.
6. No noxious or offensive activities 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.
7. In the event that a dwelling is destroyed, the owner of the dwelling, within thirty (30) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the lot in a neat and orderly condition.
8. In the event a dwelling unit is damaged, or has materially deteriorated, the owner of the unit shall immediately repair the damage or deterioration.
9. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be in sanitary containers. No refuse or any container for same shall be placed or stored in front of any house, except on the date of garbage pickup.
10. No exterior clotheslines, or hanging device, shall be permitted on any Lot, except for an umbrella-type with a diameter not to exceed seven (7) feet;

provided, however, that the same may only be used in the rear of any building constructed on said Lot and the clothes line is stored within a utility building or the equivalent when the clothes line is not in use.

11. The color of the paint on the exterior of every building on each Lot shall be the same as the original color unless the new color is a color used in the historic portion of Williamsburg, Virginia.
12. Every owner shall provide his Lot with off-street parking space of at least 450 square feet, which may include all area in any driveway located on the Lot itself, to be used by the inhabitants of the dwelling house located on said Lot. Parking on the street shall be prohibited and it is the intent of this restriction that parking space for at least two vehicles be provided.
13. All Lots are subject to a Ten Foot Slope and Drainage Easement along all rights of way, and a Ten Foot Utility Easement along all property lines.
14. There shall be no planting, structures, fences, shrubbery or other obstruction to obstruct vision planted or maintained on any corner Lot which rises more than three feet (3') above ground level within twenty-five feet (25') of the intersection of any street lines.
15. All split-foyer dwelling houses shall have 850 square feet of living space on each floor, excluding carports, garages and basements, and rancher-style dwelling houses shall have 1,200 square feet of living space on each floor.
16. All Lots are required to observe any setback lines, and/or side lines and/or rear yard lines as shown on the plat attached hereto in addition to those applicable requirements of the Frederick County Subdivision and Zoning Ordinances.
17. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of fifteen (15) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods, unless the Owners of a majority of Lots in Huntington Meadows Subdivision, Section I, shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions.
18. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the Lot Owners or the DECLARANT herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default

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occurring prior or subsequent thereto.

The Lots in Huntington Meadows, Section II (Lots 1 through 284, inclusive) shall be subject to the following restrictions, which are constituted covenants real to run with the land:

1. All Lots shall be used for single-family residential purposes only. No townhouse may be modified to provide for a garage therein or thereto after such townhouse has been erected.
2. No profession or home occupation shall be conducted in or on any part of a Lot; provided, however, that DECLARANT, its successors and assigns (specifically including its intended Grantee, Oakcrest Builders, Inc.) reserves the right to use one or more of said Lots or a portion of the "Common Areas" for business purposes in connection with the development, sales and operation of said townhouse Subdivision.
3. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for said Lot which signs shall not exceed five (5) square feet in area, or signs used by the DECLARANT (and its intended grantee, Oakcrest Builders, Inc.) to advertise the property during construction and sale. No "For Rent" signs shall be allowed on any Lot.
4. No exterior antennas, satellite dishes or similar devices shall be permitted on any Lot.
5. No boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton (or less) vans) shall be permitted on any Lot except during the course of construction. No motor vehicle or material portion thereof which does not have a current license and current Virginia inspection sticker shall be permitted on any Lot. Ownership of each Lot shall entitle the Owner thereof to the use of not more than two (2) vehicular parking spaces which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress upon said Parking Area.
6. No vehicles shall be parked in an area other than the parking lots constructed by DECLARANT in Huntington Meadows Subdivision, Section II. No motorized vehicles of any kind shall be permitted

upon any areas within said Subdivision except for the streets and parking areas constructed by DECLARANT. No right of vehicular access shall exist across any Lot in said Subdivision except for those areas upon which streets or parking areas have been constructed by DECLARANT.

7. No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers: and further, provided that no dogs shall be permitted to run at large or without restraint in said Subdivision. No dog may be tied and left unattended outdoors. Further, no doghouses or other structures housing any animal shall be allowed on any Lot whatsoever.
8. There shall be no fencing or hedges in the front of any of the townhouse units and all fencing to the rear of the townhouse units shall be attached to the individual unit, not longer than twenty (20) feet and be of one inch by six inch pressure-treated lumber, not higher than six feet, provided further, that no fence shall be constructed in such a way as to completely close the rear area of said townhouse Lot. No fence shall be constructed until the Board of Directors of the Association shall have approved the same.
9. No noxious or offensive activities 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.
10. In the event that a dwelling is destroyed, the Owner of the dwelling within thirty (30) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition. No structure other than a townhouse of at least the same dimensions and architecture as the unit destroyed shall be constructed in the place of the original unit.
11. Each Owner shall keep all Lots owned by him and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in Huntington Meadows Subdivision, Section II, shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after notice to the Owner as provided in the Bylaws and approval by two thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to

repair, maintain and restore the Lot and the exterior of the building erected thereon. All cost related to such correction, repair or restoration shall become a special assessment upon such Lot.

12. The general rules of law regarding party walls and liability for property damages due to negligence or willful acts or omissions shall apply. The cost of reasonable repair and maintenance of a party wall shall be shared by the two adjoining landowners, except to the extent the wall is not of use to one of the Owners. If a party wall is destroyed or damaged by fire or other casualty, any owner who has use of the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of the 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 negligence or for willful acts or omissions.

Notwithstanding any other provision of this Article, an Owner by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Article shall be apportioned to the land and shall pass to such Owner's successor in title.

13. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in the rear. No refuse or any container for same shall be placed or store in front of any townhouse, except on the date of garbage pickup.
14. No trees shall be planted nor other digging undertaken without first securing the approval of the local power company and without first being advised as to the location of all underground electrical and telephone wires.
15. No baby carriages, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain outside of any townhome except in the enclosed rear area. The Association shall specifically have authority to impound all such articles to remain outside in violation of this provision and to make a charge for the safekeeping and return thereof.
16. No exterior clothesline, or hanging device shall be allowed upon any unit, except for an umbrella-type one with a diameter not exceeding seven (7) feet, provided same is located in the rear of a unit. No clothes, or other washing, shall be dried outside except during the hours from 9:00 a.m. to 5:00 p.m.

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17. The color of the paint on the exterior of every building on each Lot shall be the same as the original color.
18. No building, structure, addition or exterior alteration (including basketball backboards, rims and nets) or improvements of any character shall be constructed upon any Lot or dwelling located thereon, except as exterior painting is permitted by the prior paragraph, unless the plan of construction, including quality of workmanship, design, colors and materials, shall have been approved in writing by the Huntington Meadows Homeowners Association as being in harmony with the whole Subdivision, especially the adjoining townhouse unit.
19. If in the construction of any dwelling by DECLARANT there occurs an encroachment, then such encroachment shall be deemed a perpetual easement for the benefit of the dominant Lot.
20. No Lot upon which a townhouse has been constructed shall be further subdivided or separated into smaller lots by any Owner and no portion less than all of such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments.
21. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of fifteen (15) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods unless the Owners of a majority of Lots in Huntington Meadows Subdivision, Section II, shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions.
22. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect. The failure of the Lot Owners or the DECLARANT herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.

ARTICLE VII
EASEMENTS

Section 1. Public Utility and Drainage Easements:

The property dedicated hereby is subject to those certain easements or rights of way designated as Drainage Easements,

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Gas Easements and Utility Easements on the aforesaid plat of Huntington Meadows Subdivision, Section I and Section II. The DECLARANT does hereby grant and convey unto the County of Frederick, Virginia, or other agency having jurisdiction thereof, a perpetual right of way or easement for the maintenance and repair of the aforesaid easements and any related facility designated on the aforesaid plat as Water Easements, Sanitary Sewer Easements, Gas Easements and Utility Easements.

Section 2. Maintenance of Drainage Easements and Detention Areas:

The maintenance of all drainage easements and detention areas located within the subdivision shall be maintained by the Association and in the event that said Association does not maintain said areas, and keep the same in good repair, then the Declarant and/or Frederick County, as the case may be, may come upon said property and make necessary repairs and perform whatever maintenance is necessary with the cost of the same to borne by the Association and in the event that said Association does not pay for said repairs and/or maintenance when billed, then said charge shall become a lien upon the property belonging to the Association. If requested, the Association, by the acceptance of a deed to the common areas, agrees to enter into any agreement absolving Frederick County of any and all liability with regard to said drainage easements and/or detention areas.

Section 3. Parking Area Easements: The property dedicated hereby is subject to those certain parking areas as shown on the aforesaid plat of Huntington Meadows Subdivision, Section II.

Section 4. Reservations:

(a) The DECLARANT reserves unto itself, its successors or assigns, the right to erect, maintain, operate and replace underground telephone and electrical conduits, related equipment, and other facilities, sewer, gas, water and television lines and related equipment, and other utility equipment where such utility lines and equipment are located within the easements set forth on the Final Plats of Huntington Meadows Subdivision, Section I and Section II, and over the "Common Areas," as needed, provided that such easements shall not interfere with the use and enjoyment of the "Common Areas."

(b) The DECLARANT further reserves unto itself, its successors or assigns, for a period of five (5) years from the date of conveyance of the first lot in Huntington Meadows Subdivision, Section I and Section II, a blanket easement and right on, over and under the ground within said Subdivision to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the DECLARANT shall restore the affected property to its original condition as near as practical. The DECLARANT shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the DECLARANT an emergency exists which precludes such notice. Reservation by DECLARANT of such blanket easement and rights contained herein shall not, in any way, obligate DECLARANT to undertake any maintenance, repair or corrective action whatsoever and shall not impose any liability or

responsibility upon DECLARANT therefore.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement: The Association, its successors or assigns, 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. Failure by the Association, its successors or assigns, 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. All costs which the Association, its successors or assigns, or any Owner shall incur in the successful enforcement of the restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed, shall be borne by the party against which action is taken and which costs shall include reasonable attorney's fees, costs, and damages.

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

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land 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 fifteen (15) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, as described under ARTICLE VI, Restriction No. 20, SUPRA. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. Dissolution Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed or assigned to any non-profit organization, for similar purposes.

The Dedication and Subdivision of the land as shown on the attached plat is with the free consent and in accordance

BK 754750618

with the desire of the undersigned DECLARANT, Proprietors, Trustee and Beneficiary of the land being subdivided, and is in conformity with the provisions of "The Virginia Land Subdivision Act" as are applicable, together with the applicable ordinances and regulations of the governing body of the County of Frederick, Virginia, or other agency having jurisdiction thereof.

The designated "Common Areas" are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Huntington Meadows Subdivision, Section I and Section II, as provided hereinabove.

The party of the third part, as Sole Acting Trustee, and the party of the fourth part, as Beneficiary under the terms of that certain deed of trust dated May 1, 1989, of record in the Clerk's Office, Circuit Court of Frederick County, Virginia, in Deed Book 712, at Page 257, do join in this instrument to evidence their consent to the terms of this Deed of Dedication.

WITNESS the following signatures and seals:

JENI COMPANY,
a Virginia Corporation
By Fred L. Claize, III (SEAL)
FRED L. CLAIZE, III, President

J. Randolph Larrick (SEAL)
J. RANDOLPH LARRICK, Trustee

J. P. Darlington (SEAL)
J. P. DARLINGTON, Beneficiary

OAKCREST BUILDERS, INC.,
a Virginia Corporation
By James T. Vickers (SEAL)
JAMES T. VICKERS, President

BK754790619

STATE OF VIRGINIA, At-Large,

City OF Winchester, to-wit:

The foregoing instrument was acknowledged before me on the 17th day of September, 1990, by FRED L. GLAIZE, III, who is PRESIDENT of JENI COMPANY, a Virginia Corporation, whose name is signed to the foregoing Deed of Dedication, dated Sept. 10, 1990.

My Commission expires January 3, 1992.

Denise D. Williams
NOTARY PUBLIC

STATE OF VIRGINIA, At-Large,

City OF Winchester, to-wit:

The foregoing instrument was acknowledged before me on the 10th day of September, 1990, by J. RANDOLPH LARRICK, TRUSTEE, whose name is signed to the foregoing Deed of Dedication, dated Sept. 10, 1990.

My Commission expires Jan 4, 1992.

Carolyn H. Jewell
NOTARY PUBLIC

STATE OF VIRGINIA, At-Large,

City OF Winchester, to-wit:

The foregoing instrument was acknowledged before me on the 17th day of September, 1990, by J. P. DARLINGTON, BENEFICIARY, whose name is signed to the foregoing Deed of Dedication, dated Sept. 10, 1990.

My Commission expires Jan 4, 1992.

Carolyn H. Jewell
NOTARY PUBLIC

BK75125-620

STATE OF VIRGINIA, At-Large,

County OF Frederick, to-wit:

The foregoing instrument was acknowledged before me on the 18 day of September, 1990, by JAMES T. VICKERS, who is PRESIDENT of OAKCREST BUILDERS, INC., a Virginia Corporation, whose name is signed to the foregoing Deed of Dedication, dated September 10, 1990.

My Commission expires Apr. 130, 1993

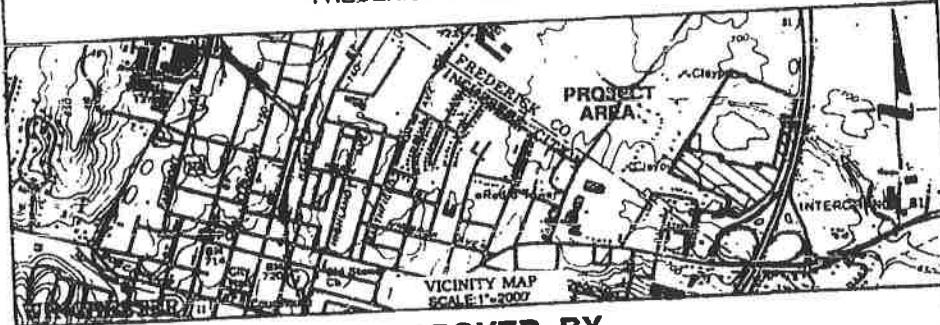
Clancy J. Van Velsor
NOTARY PUBLIC

BK754PG0621

FINAL PLAT HUNTINGTON MEADOWS

Section I

STONEWALL MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA



APPROVED BY

FRED. CO. SANITATION AUTHORITY [Signature] DATE 8-28-90
 PLANNING COMMISSION [Signature] DATE 12-13-90
 SUBDIVISION ADMINISTRATOR W. Wayne Miller DATE 12-14-90
 VA. DEPT. OF TRANSPORTATION William H. Bushman DATE 2/27/90

OWNER'S CERTIFICATE

The above and foregoing subdivision of the land of JENI Company, as appears in the accompanying plats, is with the consent and in accordance with the desires of the undersigned owners, proprietors, and trustees, if any. JENI COMPANY, A VIRGINIA CORPORATION

Fred C. Clifford, Jr. President

All streets as shown herein are hereby dedicated for public use. All property owners in Huntington Meadows - Section I are required to belong to the Huntington Meadows Home Owners Association. The Association is the owner of all areas shown as Open Space on the attached plat and is responsible for the maintenance of those areas. All property owners must pay an annual assessment to pay for this maintenance. This fee and all other rules of the Association are set forth in the Restrictions and Covenants attached hereto. A copy of the Final Master Development Plan for Huntington Meadows is on file at the Frederick County Department of Planning and Development.

SURVEYOR'S CERTIFICATE

I hereby certify that the land contained in this subdivision is a portion of the land conveyed to JENI Company by deed dated May 1, 1989, said deed recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia in Deed Book 712 at page 253.

P. Duane Brown
P. Duane Brown, C.L.S.



DATE: AUGUST 1, 1990

COVER SHEET

gilbert w. clifford & associates, inc.

Engineers - Land Planners
Surveyors

Sheet
1
of
5

19-C Only Revisions Form
Professional Seal, Virginia 22801 (703) 884-8114

198 State Chapter Seal
Professional Seal, Virginia 22801 (703) 884-8114



BK754.0022

CURVE TABLE						
NO.	A	RADIUS	ARC	TAN.	CHORD	CH. BEARING
1	03°47'06"	25.00'	40.82'	29.71'	36.50'	S46°59'05"E
2	01°31'07"	603.50'	23.45'	11.73'	23.48'	S00°40'01"W
3	01°45'31"	935.00'	28.70'	14.35'	28.70'	N00°32'40"E
4	02°36'09"	25.00'	40.81'	26.16'	36.16'	N45°58'08"E
5	22°02'14"	478.00'	182.83'	92.58'	141.71'	S76°42'10"E
6	70°31'44"	25.00'	30.77'	17.68'	28.87'	S30°24'41"E
7	147°37'35"	50.30'	128.83'	173.25'	95.04'	S68°57'37"E
8	06°23'49"	1829.88'	204.30'	102.26'	204.20'	S24°46'15"W
9	44°53'38"	874.93'	685.54'	381.45'	668.14'	S50°24'57"W
10	07°39'44"	504.00'	87.40'	33.78'	87.36'	S80°01'53"W
11	16°28'57"	730.00'	210.00'	105.73'	209.28'	N23°42'33"E
12	10°37'34"	910.00'	168.77'	84.63'	168.53'	S06°44'22"W
13	19°37'56"	910.00'	311.81'	157.45'	310.28'	S21°52'07"W
14	17°37'02"	700.00'	188.77'	94.63'	188.53'	S56°52'02"E
15	42°03'26"	265.00'	215.24'	108.47'	214.39'	S44°38'50"E
16	75°18'43"	25.00'	194.52'	101.88'	192.15'	N28°01'12"W
17	09°53'09"	935.00'	32.86'	19.20'	30.55'	N04°39'07"E
18	06°04'09"	885.00'	162.67'	81.54'	162.47'	S04°27'40"W
19	00°13'34"	885.00'	93.75'	46.02'	93.70'	S10°38'31"W
20	00°13'34"	885.00'	95.17'	48.13'	96.12'	S18°50'29"W
21	01°32'28"	885.00'	96.38'	48.24'	96.33'	S20°48'54"W
22	07°11'44"	885.00'	24.83'	12.42'	24.83'	S25°10'50"W
23	85°33'34"	25.00'	111.12'	55.85'	111.07'	S71°32'40"W
24	48°11'23"	25.00'	37.33'	23.13'	-33.98'	N41°34'52"W
25	48°11'23"	25.00'	21.03'	11.18'	20.41'	N28°24'02"W
26	17°49'43"	50.00'	15.55'	7.64'	15.50'	N70°27'33"W
27	70°17'20"	50.00'	61.34'	35.20'	67.56'	S49°21'37"W
28	50°04'20"	50.00'	43.70'	23.35'	42.32'	S09°51'16"W
29	40°56'22"	50.00'	35.73'	18.86'	34.97'	S38°50'17"E
30	40°29'38"	50.00'	35.20'	18.42'	34.57'	S85°27'48"E
31	56°48'20"	50.00'	49.57'	27.05'	47.57'	S89°48'14"E
32	48°11'53"	25.00'	21.03'	11.18'	20.41'	S87°31'35"E
33	18°17'58"	240.00'	98.27'	34.37'	68.04'	S43°13'31"E
34	12°18'32"	240.00'	51.86'	26.88'	51.48'	S22°25'00"E
35	58°15'38"	25.00'	24.11'	13.09'	23.19'	S09°13'13"E
36	48°60'11"	50.00'	42.62'	22.70'	41.34'	S51°09'45"E
37	60°44'45"	50.00'	35.55'	18.57'	34.81'	N80°14'38"E
38	40°44'32"	50.00'	35.55'	18.57'	34.81'	N47°30'05"E
39	40°44'32"	50.00'	35.55'	18.57'	34.81'	N08°46'34"E
40	40°44'32"	50.00'	35.55'	18.57'	34.81'	N45°32'31"W
41	63°59'37"	50.00'	55.84'	31.24'	62.08'	N59°09'39"W
42	32°52'41"	25.00'	18.71'	9.82'	18.25'	N43°18'44"W
43	17°10'50"	260.00'	84.98'	43.81'	86.63'	N43°18'44"W
44	13°48'24"	290.00'	66.71'	36.03'	69.54'	N58°47'21"W
45	93°58'37"	25.00'	41.01'	25.80'	38.56'	N18°41'14"W
46	06°15'55"	935.00'	103.33'	51.72'	103.28'	N28°06'07"E
47	06°14'13"	935.00'	101.78'	50.94'	101.73'	N18°51'03"E
48	98°35'29"	25.00'	43.02'	29.06'	37.90'	N68°01'42"E
49	08°41'40"	878.00'	102.48'	51.53'	102.30'	S81°10'38"E
50	04°10'15"	878.00'	49.14'	24.58'	49.12'	S54°43'37"E
51	50°25'31"	25.00'	22.08'	11.82'	21.97'	S27°52'12"E
52	44°26'34"	50.00'	38.83'	20.45'	37.86'	S5°28'48"E
53	40°44'32"	50.00'	35.55'	18.57'	34.81'	S67°03'49"E
54	40°44'32"	50.00'	35.55'	18.57'	34.81'	N72°11'39"E
55	40°43'48"	50.00'	35.54'	18.56'	34.80'	N31°27'29"E
56	40°44'32"	50.00'	35.55'	18.57'	34.81'	N09°18'41"W
57	68°50'52"	50.00'	60.05'	34.27'	58.53'	N64°05'24"W
58	40°01'01"	26.00'	20.08'	10.02'	10.84'	N75°29'19"W
59	05°35'52"	728.00'	83.49'	41.79'	83.44'	N54°46'44"W
60	05°35'52"	728.00'	83.49'	41.79'	83.44'	N82°22'37"W

AREA SUMMARY

Area in Lots 13.0660 Acres
 Area in R/W 2.9073 Acres
 Area in Open Space 7.2259 Acres
 Total Area Subdivided 23.2192 Acres
 No. of Lots 53
 Average Lot Size 10,755 Sq. Ft.



HUNTINGTON MEADOWS - Section I

DATE: AUGUST 1, 1990

CURVE TABLE

gilbert w. clifford & associates, inc.
 Engineers - Land Planners
 Surveyors

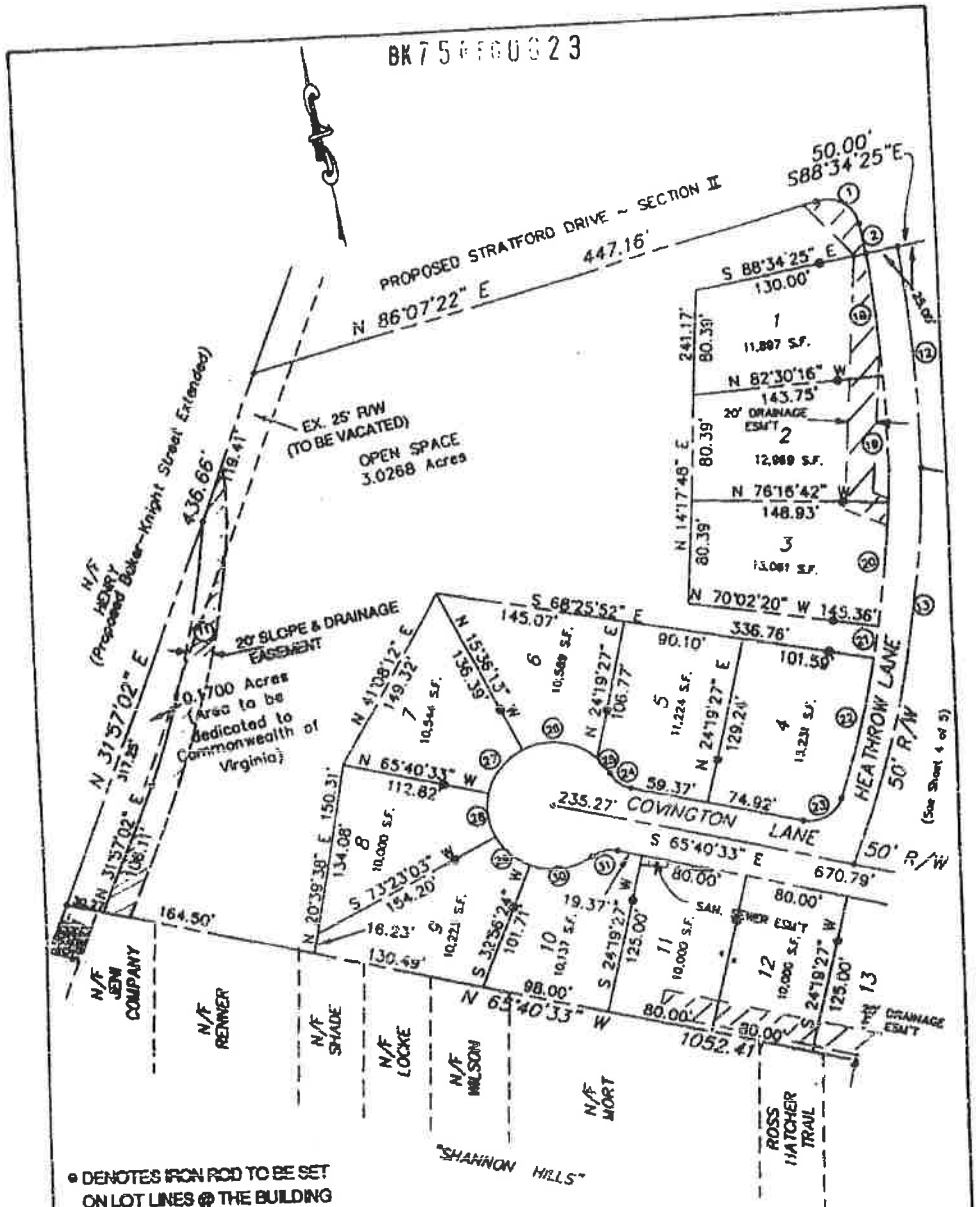
Sheet
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 of
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LIC-C Only, Renewable Date
 Fredericksburg, Virginia 22401 (703) 896-3113

NS North Carolina Firm
 Charlotte, Virginia 28801 (703) 567-2118



BK 75460023



• DENOTES IRON ROD TO BE SET ON LOT LINES @ THE BUILDING SETBACK LINE. (i.e. 35' from road Right-of-Way)

Min. Front Setback = 35'
(unless otherwise specified)
Min. Rear Setback = 25'
Min. Side Setback = 10'

All Lots are Single Family Detached - Cluster.
All Lots are subject to a 10' Slope & Drainage Easement along all Rights-of-Way and a 10' Utility Easement along all Property Lines.



HUNTINGTON MEADOWS - Section I

DATE: AUGUST 1, 1990

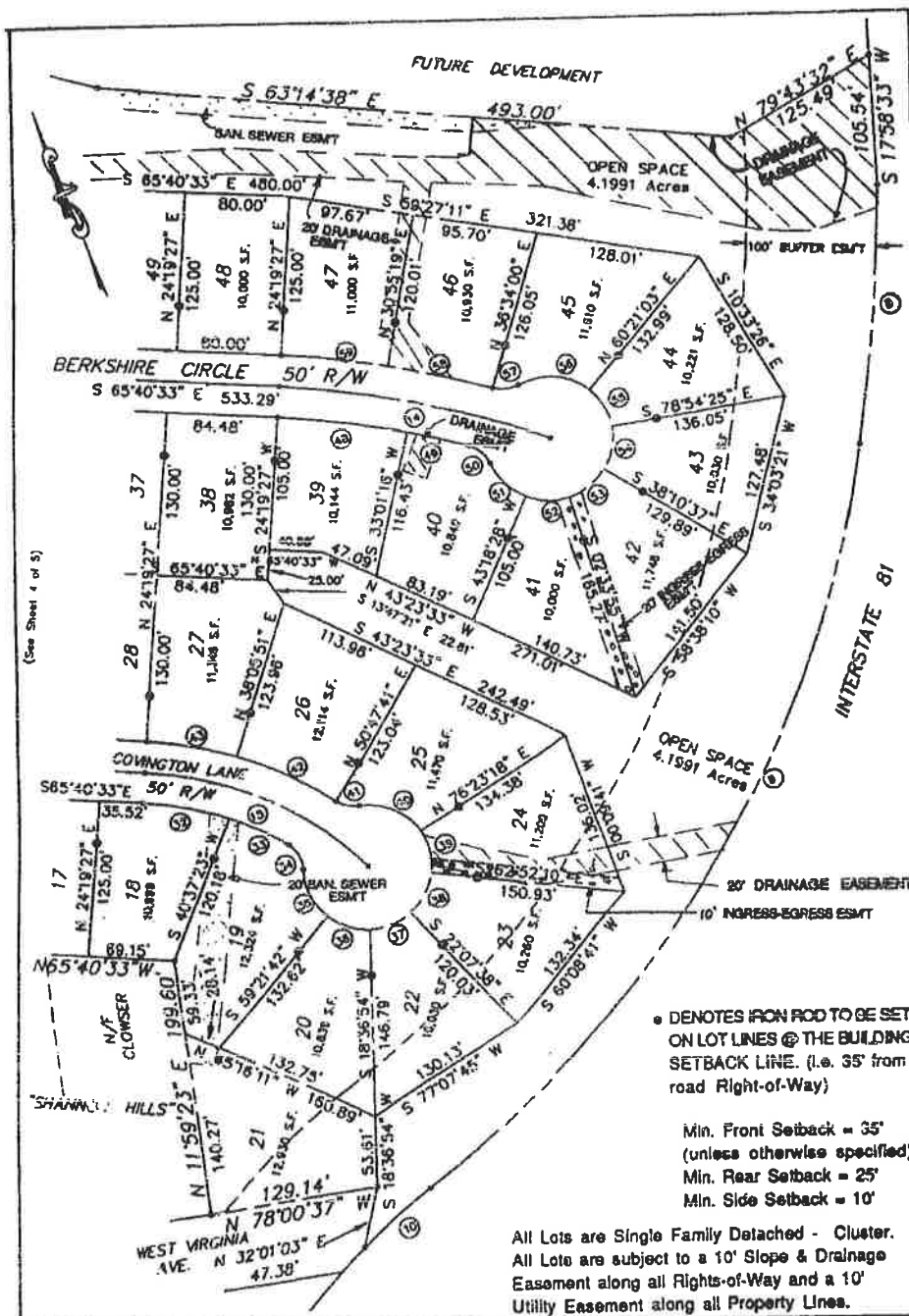
SCALE: 1"=100'

gilbert w. clifford & associates, inc.
Engineers - Land Planners - Surveyors

Sheet
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of
5

300-C Over Richmond, Va. Professional, Virginia 33461 (703) 496-2112





HUNTINGTON MEADOWS - Section I

DATE: AUGUST 1, 1990 SCALE: 1"=100'

gilbert w. clifford & associates, inc.
 Engineers - Land Planners
 Surveyors

Sheet
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of
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19-C Old Standard Date: Publication, Virginia 12/61 (70) 894-2111 20-Book Change Book: Publication, Virginia 12/61 (70) 897-6119



FINAL PLAT HUNTINGTON MEADOWS Section II

STONEWALL MAGISTERIAL DISTRICT
FREDERICK COUNTY, VIRGINIA



APPROVED BY

FRED. CO. SANITATION AUTHORITY	<i>[Signature]</i>	DATE 8-22-90
PLANNING COMMISSION	<i>[Signature]</i>	DATE 12-17-90
SUBDIVISION ADMINISTRATOR	<i>[Signature]</i>	DATE 12-14-90
VA. DEPT. OF TRANSPORTATION	<i>[Signature]</i>	DATE 8/27/90

OWNER'S CERTIFICATE

The above and foregoing subdivision of the land of JENI Company, as appears in the accompanying plats, is with the consent and in accordance with the desires of the undersigned owners, proprietors, and trustees, if any.

JENI COMPANY, A VIRGINIA CORPORATION
[Signature]
 JENI COMPANY

All property owners in Huntington Meadows - Section II are required to belong to the Huntington Meadows Home Owners Association. The Association is the owner of all areas shown as Parking Area and Open Space on the attached plat and is responsible for the maintenance of those areas. All property owners must pay an annual assessment to pay for this maintenance. This fee and all other rules of the Association are set forth in the Restrictions and Covenants attached hereto. A copy of the Final Master Development Plan for Huntington Meadows is on file at the Frederick County Department of Planning and Development.

SURVEYOR'S CERTIFICATE

I hereby certify that the land contained in this subdivision is a portion of the land conveyed to JENI Company by deed dated May 1, 1989, said deed recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia in Deed Book 712 at page 253.

[Signature]
 Douglas C. Legge, C.L.S.



DATE: AUGUST 3, 1990

COVER SHEET

gilbert w. clifford & associates, inc.

Engineers - Land PLANNERS
Surveyors


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BK754PG0627

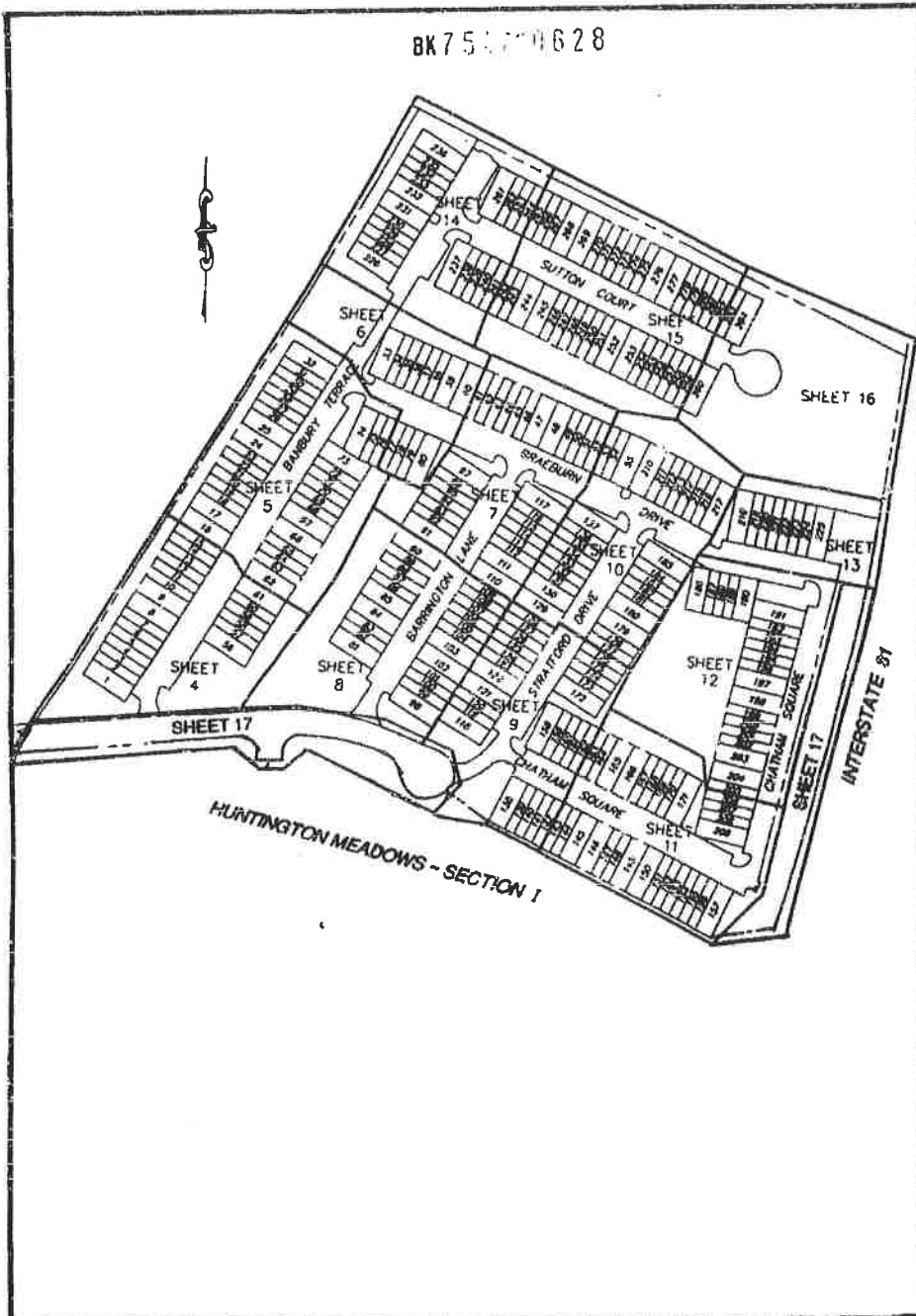
CURVE TABLE						
NO.	Δ	RADIUS	ARC	TAN.	CHORD	CH. BEARING
1	07°54'53"	7533.44'	1040.66'	521.16'	1039.83'	S11°37'03"W
2	147°37'36"	60.00'	128.85'	172.26'	94.04'	N88°57'37"W
3	70°31'44"	25.00'	30.77'	17.88'	28.87'	N30°24'41"W
4	22°03'14"	475.00'	182.83'	92.56'	181.75'	N76°42'10"W
5	92°58'09"	35.00'	40.41'	26.16'	36.15'	S45°58'09"W
6	01°45'31"	935.00'	28.70'	14.35'	28.70'	S00°32'49"W
7	01°31'07"	885.00'	23.48'	11.73'	23.48'	N00°40'01"E
8	93°47'06"	25.00'	40.92'	26.71'	36.50'	N48°58'06"W
9	28°12'05"	525.00'	258.41'	131.86'	256.81'	S70°48'36"E
10	102°54'08"	50.00'	89.80'	82.75'	78.21'	S14°13'39"E
11	28°12'05"	500.00'	246.10'	125.80'	243.83'	S70°48'36"E
12	04°52'38"	910.00'	77.46'	38.78'	77.44'	S01°33'44"E

AREA SUMMARY

Area in Lots	15.9291 Acres
Area in R/W	1.1363 Acres
Area in Parking	6.4483 Acres
Area in Open Space	<u>11.9863 Acres</u>
Total Area Subdivided	35.5000 Acres
No. of 2-BR Lots	134
Average Lot Size	1,993 Sq. Ft.
No. of 3-BR Lots	150
Average Lot Size	3,548 Sq. Ft.
Total No. of Lots	284

	HUNTINGTON MEADOWS - Section II	
	DATE: AUGUST 3, 1990	CURVE TABLE
gilbert w. clifford & associates, inc. Engineers - Land Planners Surveyors		Sheet 2 of 17
<small>19-C Old Dominion Drive Portsmouth, Virginia 23606 (703) 895-2118</small>		<small>30 Third Century Drive Williamsburg, Virginia 23181 (703) 497-2139</small>

BK 75-0628



HUNTINGTON MEADOWS - SECTION I



HUNTINGTON MEADOWS - Section II

DATE: AUGUST 3, 1990

KEY MAP

gilbert w. clifford & associates, inc.

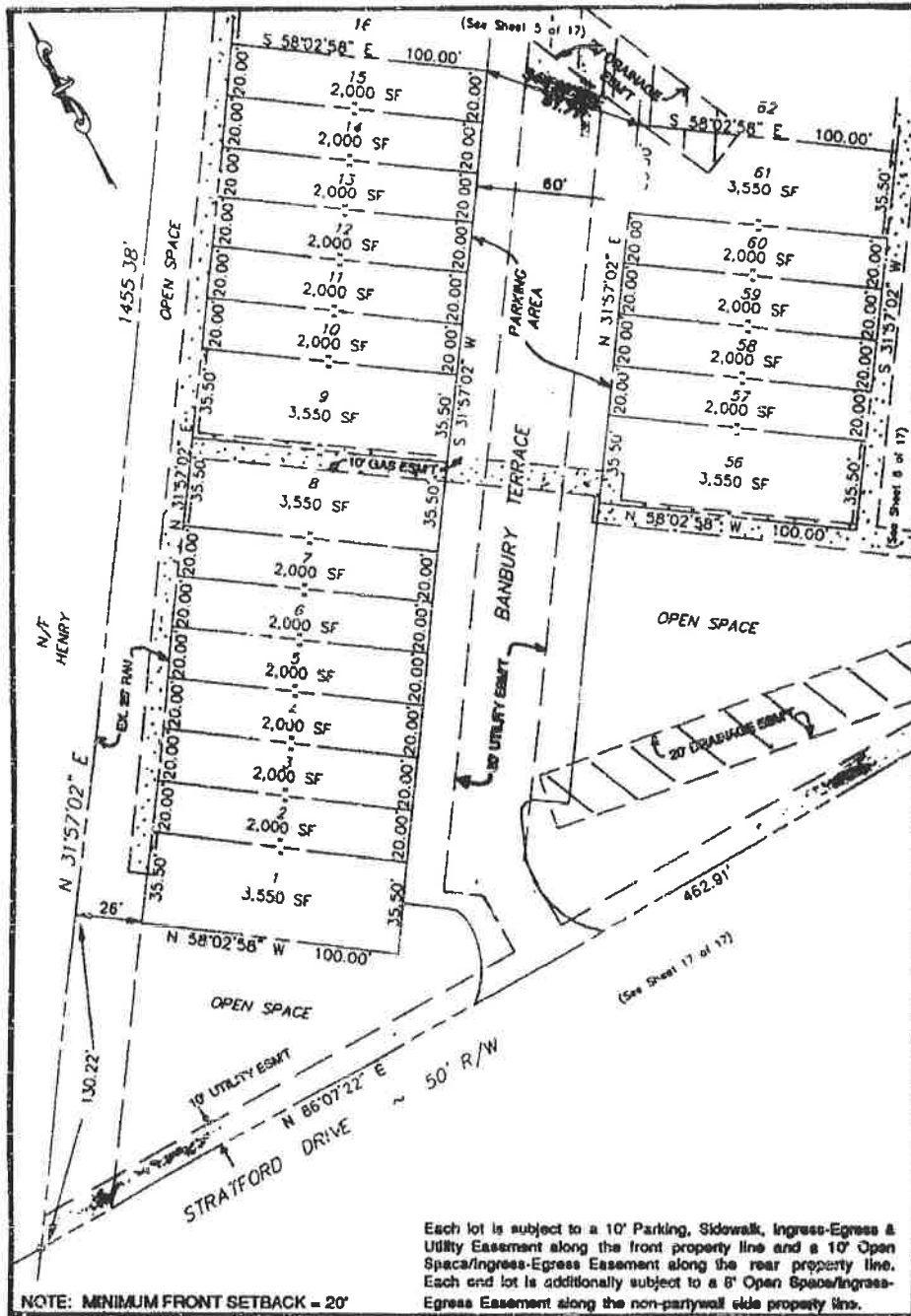
Engineers - Land Planners
Surveyors

Sheet
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of
17

120-C 046 October 1986
Professional - Virginia 2346 (90) 0-2111

200 West Chesnut Street
Wardens, Virginia 22681 (703) 687-3117

BK754100629

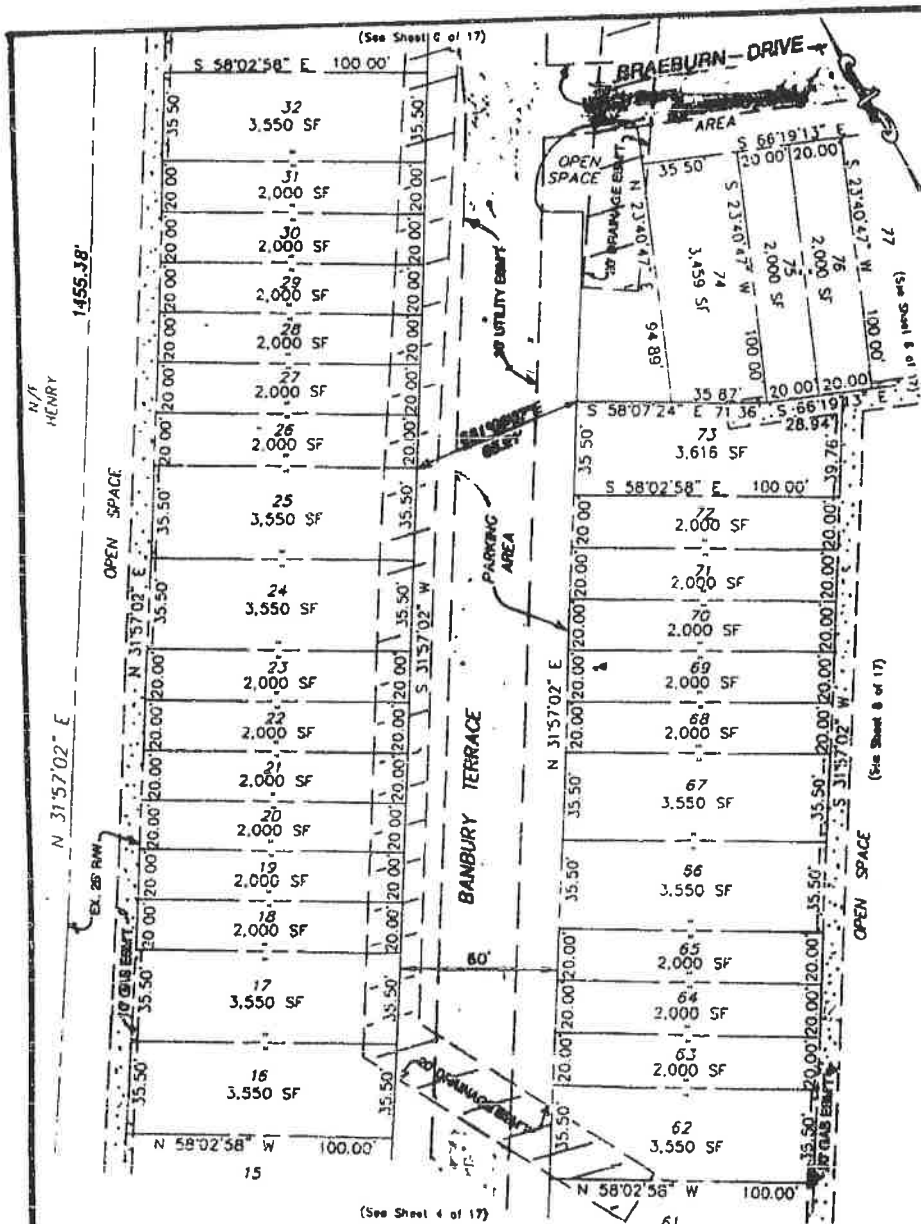


Each lot is subject to a 10' Parking, Sidewalk, Ingress-Egress & Utility Easement along the front property line and a 10' Open Space/Ingress-Egress Easement along the rear property line. Each end lot is additionally subject to a 8' Open Space/Ingress-Egress Easement along the non-partywall side property line.

NOTE: MINIMUM FRONT SETBACK = 20'

	HUNTINGTON MEADOWS - Section II	
	DATE: AUGUST 3, 1990	SCALE: 1"=50'
gilbert w. clifford & associates, inc. Engineers Land Planners Surveyors		Sheet 4 of 17
<small>U.S.C. 0001-0001-0001 Richmond, Virginia 23261 (803) 697-2111</small>		<small>200 North Commerce Street Richmond, Virginia 23261 (803) 697-2119</small>

BK754F0030



Each lot is subject to a 10' Parking, Sidewalk, Ingress-Egress & Utility Easement along the front property line and a 10' Open Space/Ingress-Egress Easement along the rear property line. Each end lot is additionally subject to a 5' Open Space/Ingress-Egress Easement along the non-partywall side property line.

NOTE: MINIMUM FRONT SETBACK = 20'

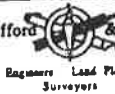


HUNTINGTON MEADOWS - Section II

DATE: AUGUST 3, 1980

SCALE: 1"=50'

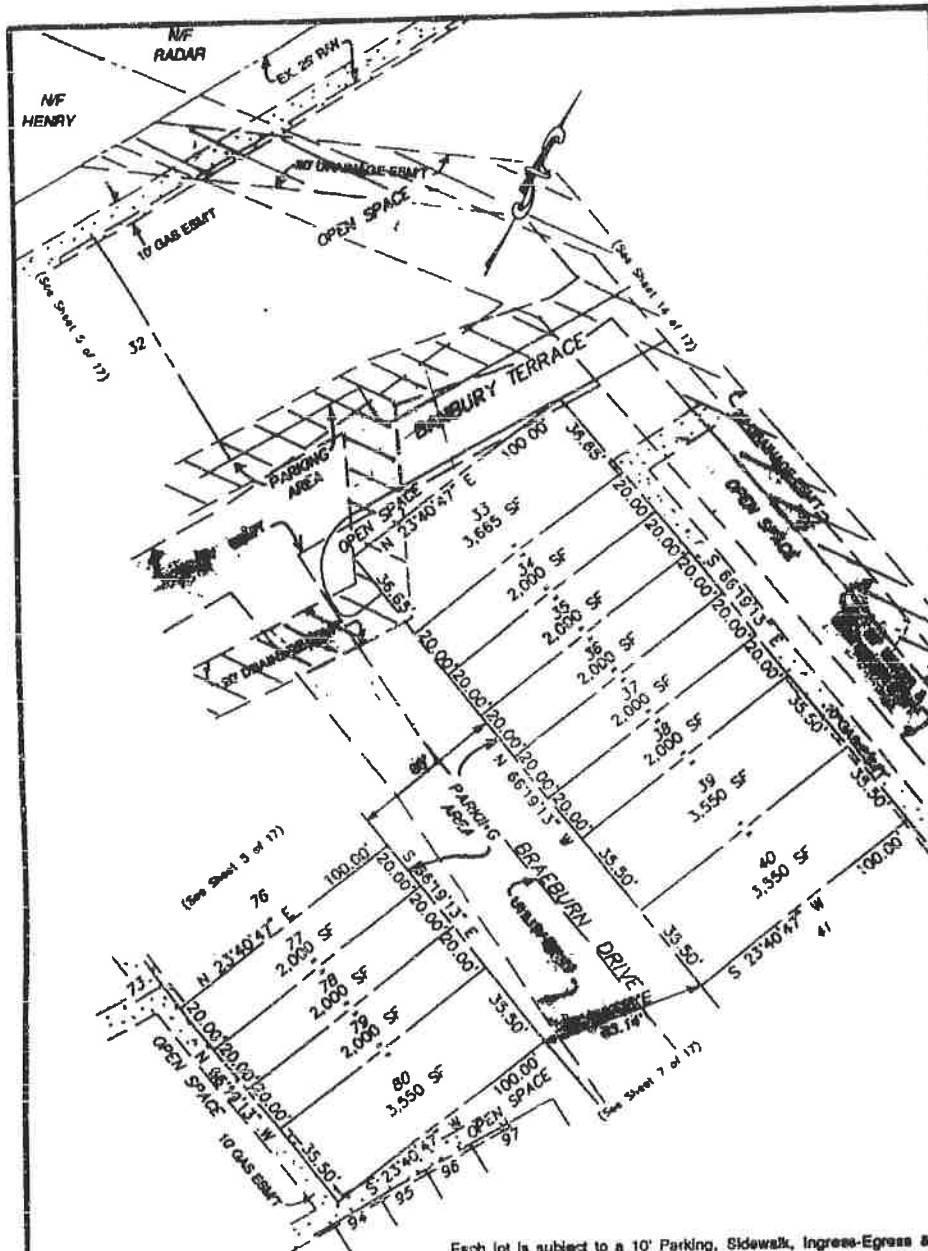
gilbert w. clifford & associates, inc.



Sheet
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of
17

150-C Old Dominion Drive
Falls Church, Virginia 22044 (703) 866-3111

222 West Columbia Street
Falls Church, Virginia 22041 (703) 627-3129



Each lot is subject to a 10' Parking, Sidewalk, Ingress-Egress & Utility Easement along the front property line and a 10' Open Space/Ingress-Egress Easement along the rear property line. Each and lot is additionally subject to a 8' Open Space/Ingress-Egress Easement along the non-partywall side property line.

NOTE: MINIMUM FRONT SETBACK = 20'



HUNTINGTON MEADOWS - Section II

DATE: AUGUST 3, 1990

SCALE: 1"=30'

gilbert w. clifford & associates, inc.

Engineers - Land Planners
Surveyors

Sheet
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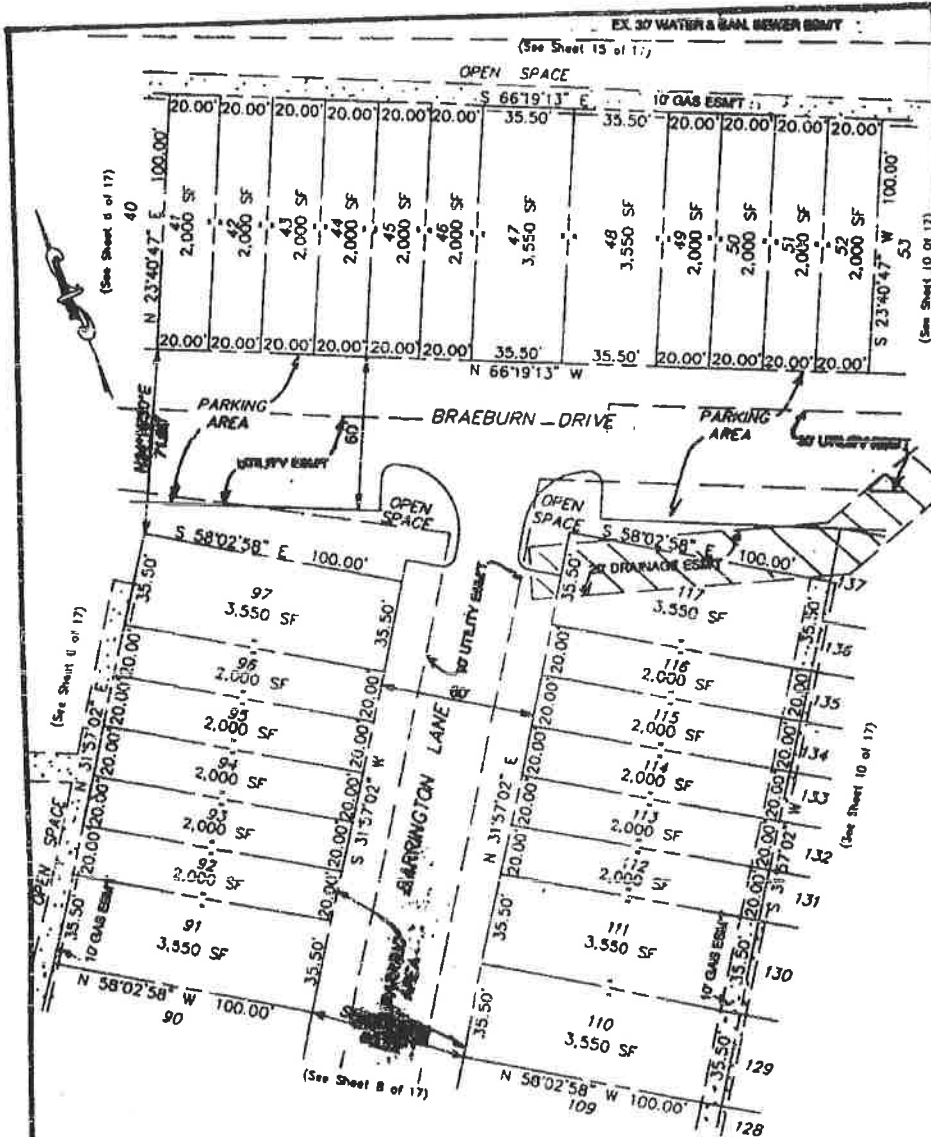
128-C Old Dominion Drive
Professional Bldg., Virginia 23061 (703) 894-2111

800 First Commonwealth Drive
Falmouth, Virginia 23041 (703) 647-2129

BK754100132

EX. 30' WATER & SAN. SEWER EASMT

(See Sheet 15 of 17)



Each lot is subject to a 10' Parking, Sidewalk, Ingress-Egress & Utility Easement along the front property line and a 10' Open Space/Ingress-Egress Easement along the rear property line. Each and lot is additionally subject to a 5' Open Space/Ingress-Egress Easement along the non-partywall side property line.

NOTE: MINIMUM FRONT SETBACK = 20'



HUNTINGTON MEADOWS - Section II

DATE: AUGUST 3, 1990

SCALE: 1"=50'

gilbert w. clifford & associates, inc.

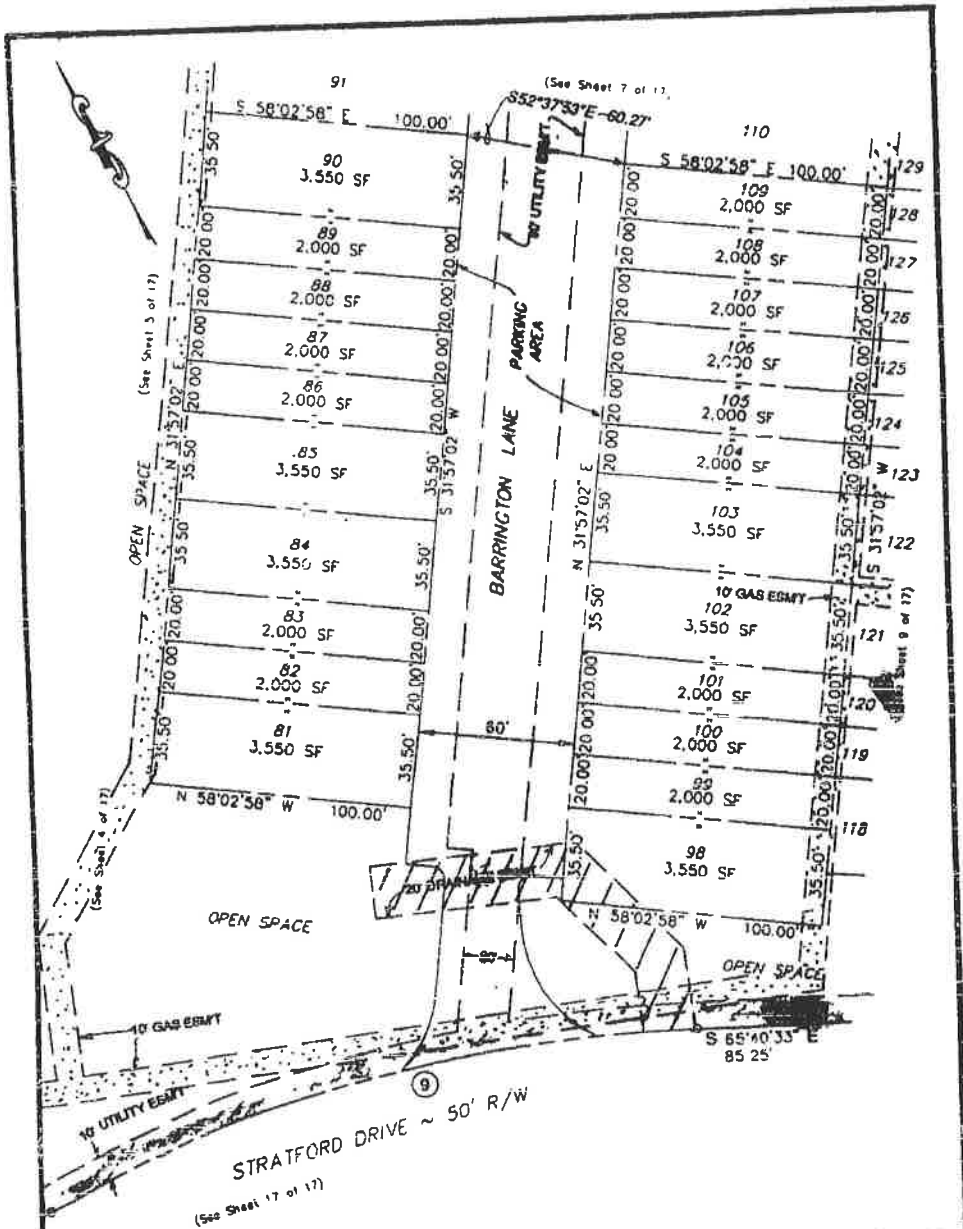
Engineers • Land Planners
Surveyors

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of
17

139-C Old Greenwich Drive
Falls Church, Virginia 22041 (703) 890-2113

300 South Courton Street
Washington, Virginia 22601 (703) 667-3137

BK75400633

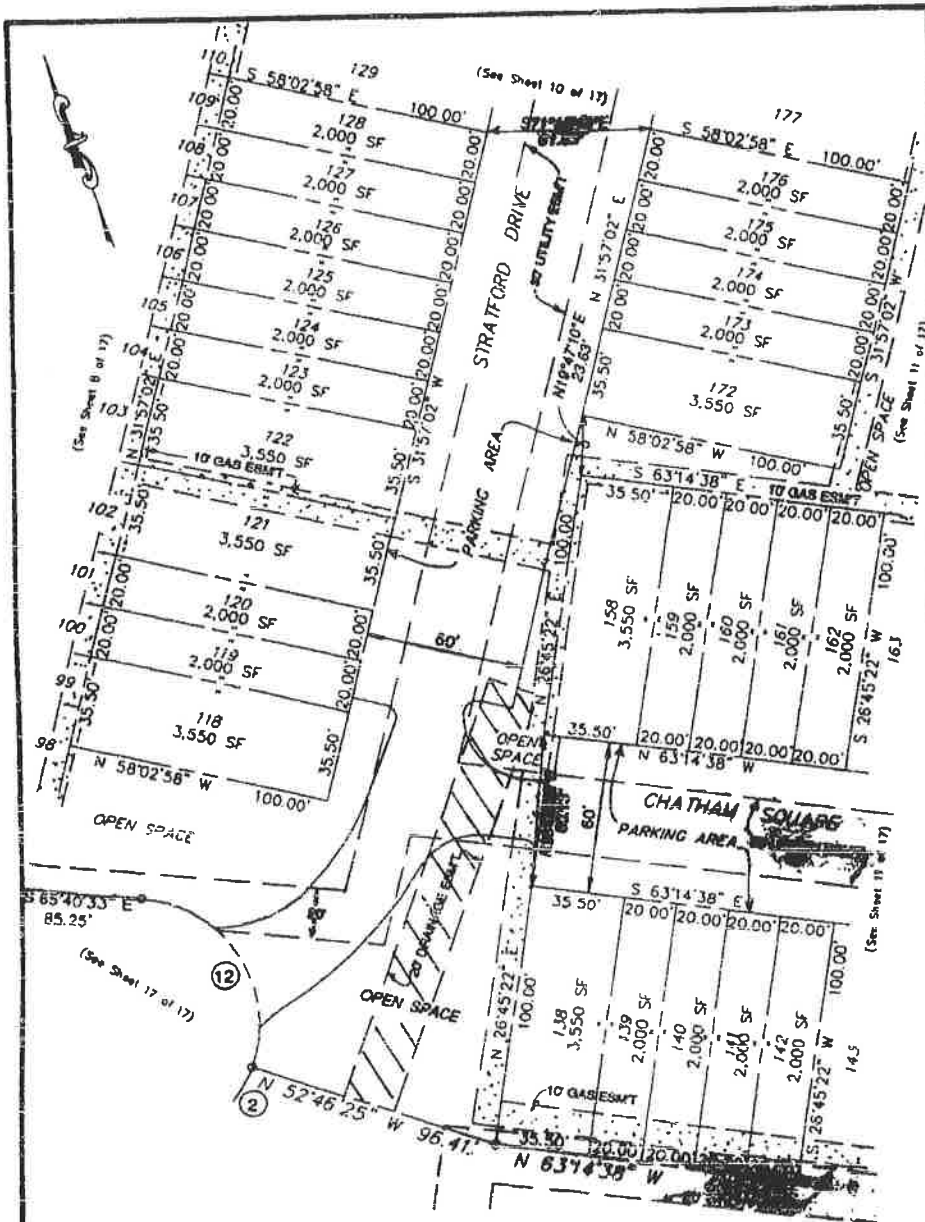


Each lot is subject to a 10' Parking, Sidewalk, Ingress-Egress & Utility Easement along the front property line and a 10' Open Space/Ingress-Egress Easement along the rear property line. Each end lot is additionally subject to a 6' Open Space/Ingress-Egress Easement along the non-partywall side property line.

NOTE: MINIMUM FRONT SETBACK = 20'

	HUNTINGTON MEADOWS - Section II	
	DATE: AUGUST 3, 1990	SCALE: 1"=50'
gilbert w. clifford & associates, inc. Engineers - Land Planners Surveyors		Sheet 8 of 17
<small>1500 Old Occombe Drive Richmond, Virginia 23221 (703) 884-2112</small>		<small>206 Main Commerce Street Portsmouth, Virginia 23701 (703) 887-2112</small>

BK75170634



Each lot is subject to a 10' Parking, Sidewalk, Ingress-Egress & Utility Easement along the front property line and a 10' Open Space/Ingress-Egress Easement along the rear property line. Each end lot is additionally subject to a 0' Open Space/Ingress-Egress Easement along the non-partywall side property line.

NOTE: MINIMUM FRONT SETBACK = 20'

HUNTINGTON MEADOWS - Section II

DATE: AUGUST 3, 1990

SCALE: 1"=50'



gilbert w. clifford & associates, inc.

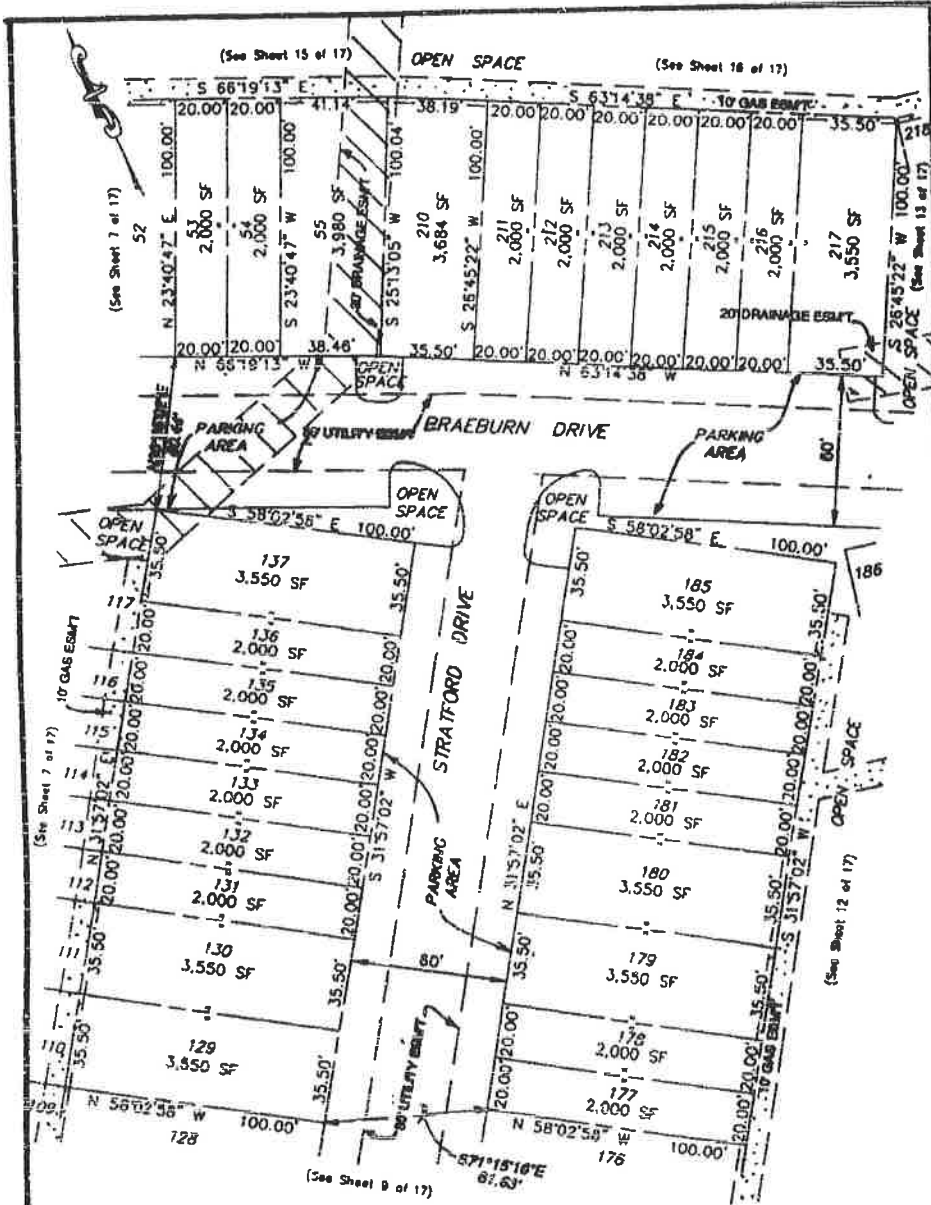
Engineers - Land Planners
Surveyors

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of
17

100-C Old Dominion Drive
Petersburg, Virginia 23101 (703) 894-2112

200 Main Commerce Street
Virginia Beach, Virginia 23061 (703) 667-2120

BK75400635



Each lot is subject to a 10' Parking, Sidewalk, Ingress-Egress & Utility Easement along the front property line and a 10' Open Space/Ingress-Egress Easement along the rear property line. Each end lot is additionally subject to a 5' Open Space/Ingress-Egress Easement along the non-party wall side property line.

NOTE: MINIMUM FRONT SETBACK = 20'



HUNTINGTON MEADOWS - Section II

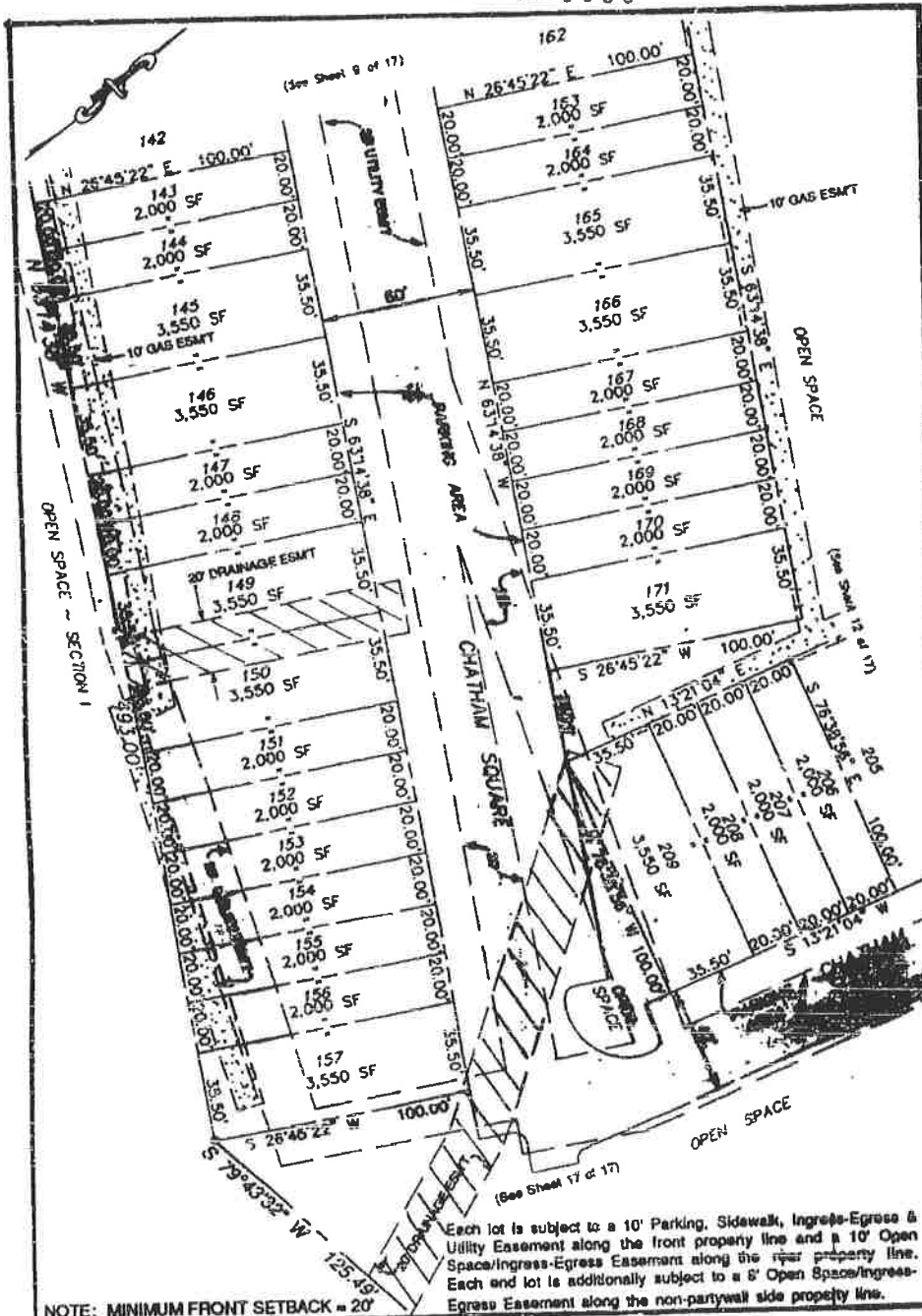
DATE: AUGUST 3, 1990

SCALE: 1"=50'

gilbert w. clifford & associates, inc.
 Engineers - Land Planners
 Surveyors

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 of
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BK75 00036



NOTE: MINIMUM FRONT SETBACK = 20'



HUNTINGTON MEADOWS - Section II

DATE: AUGUST 3, 1990

SCALE: 1"=50'

gilbert w. clifford & associates, inc.

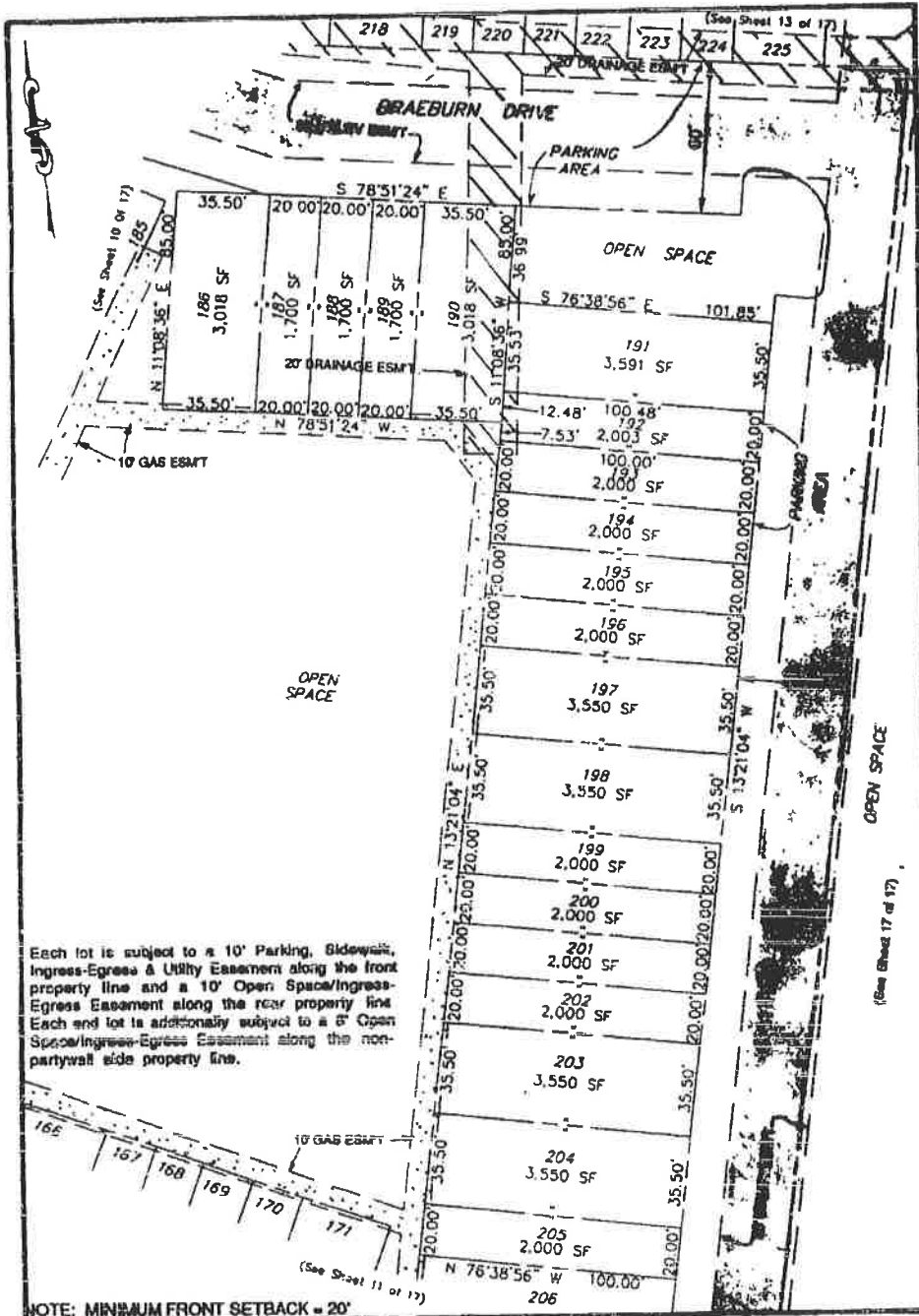
Engineers - Land Planners
Surveyors

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17

110-C Old Overlook Drive
Falls Church, Virginia 22041 (703) 894-2112

200 North Orange Street
Washington, Virginia 22001 (703) 467-3157

BK75A-00037

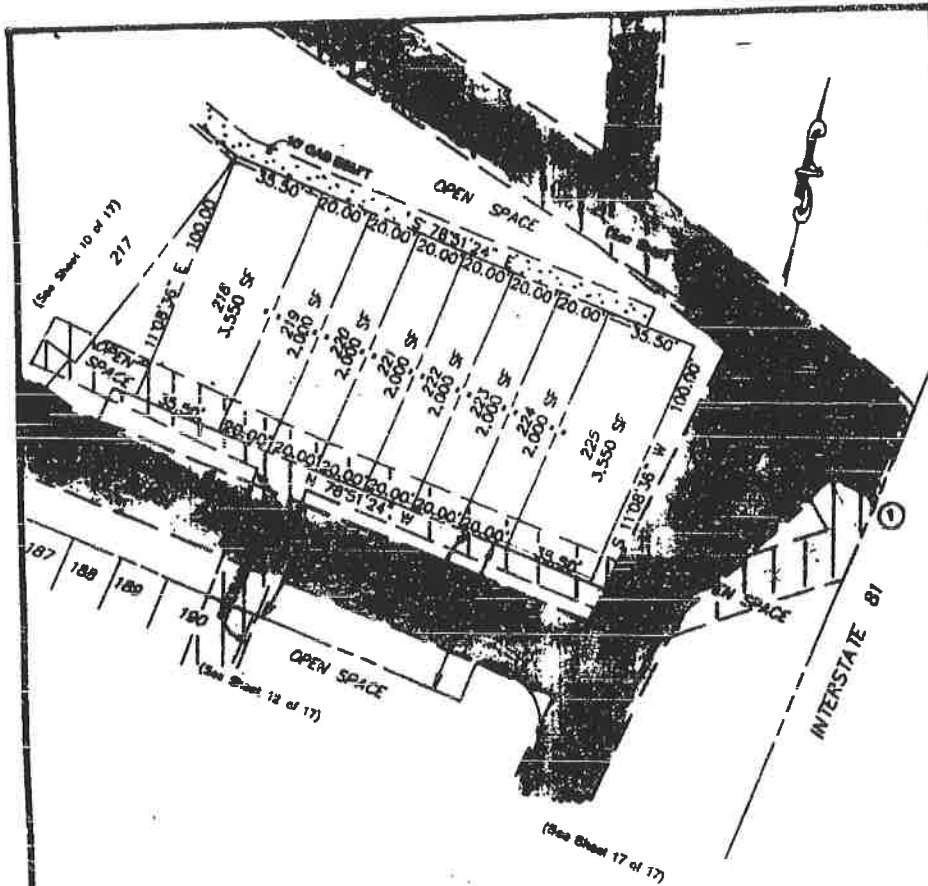


Each lot is subject to a 10' Parking, Sidewalk, Ingress-Egress & Utility Easement along the front property line and a 10' Open Space/Ingress-Egress Easement along the rear property line. Each end lot is additionally subject to a 5' Open Space/Ingress-Egress Easement along the non-partywall side property line.

NOTE: MINIMUM FRONT SETBACK = 20'

<p>COMMONWEALTH OF VIRGINIA DOUGLAS C. LEGGE CERTIFICATE NO. 1197 REGISTERED LAND SURVEYOR</p>	EUNTINGTON MEADOWS - Section II	
	DATE: AUGUST 3, 1890	SCALE: 1"=50'
gilbert w. clifford & associates, inc. Engineers - Land Planners Surveyors		Sheet 12 of 17
<small>LM-C Old Dominion Drive Petersburg, Virginia 23104 (802) 344-2114</small>		<small>200 Main Campus Drive Blacksburg, Virginia 22601 (800) 667-1129</small>

BK754260638



Each lot is subject to a 10' Parking, Egress-Escape & Utility Easement along the front property line and a 10' Open Space/Egress-Escape Easement along the rear property line. Each lot is additionally subject to a 5' Open Space/Egress-Escape Easement along the non-participating property line.

NOTE: MINIMUM FRONT SETBACK = 20'



HUNTINGTON MEADOWS - Section II

DATE: AUGUST 3, 1990

SCALE: 1"=50'

Gilbert W. Clifford & Associates, Inc.

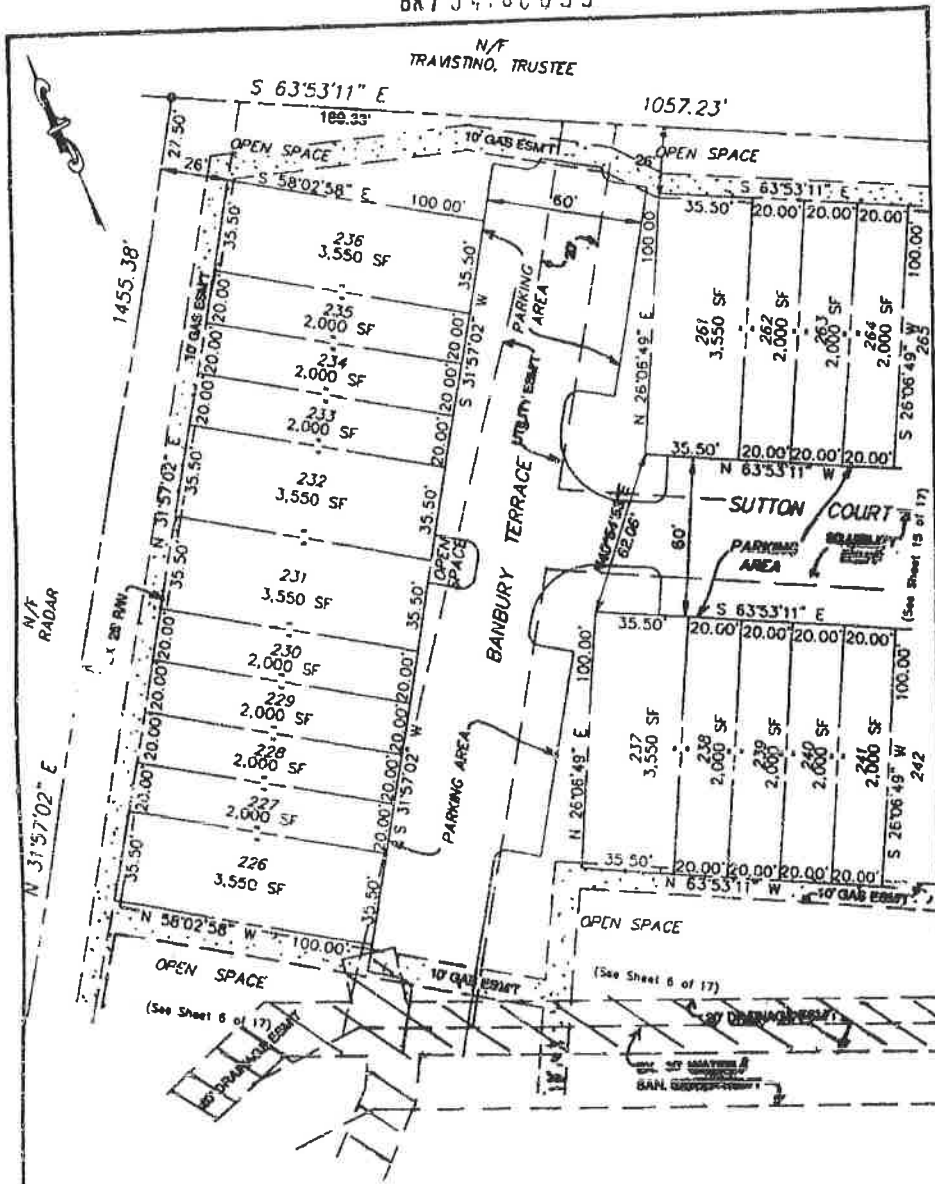
Engineers - Land Planners
Surveyors

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of
17

125-C City Commerce Bldg
Falls Church, Virginia 22041 (703) 844-2111

225 Park Center Blvd
Falls Church, Virginia 22041 (703) 642-2129

BK754780039



Each lot is subject to a 10' Parking, Sidewalk, Ingress-Egress & Utility Easement along the front property line and a 10' Open Space/Ingress-Egress Easement along the rear property line. Each end lot is additionally subject to a 8' Open Space/Ingress-Egress Easement along the non-partywall side property line.

NOTE: MINIMUM FRONT SETBACK = 20'



HUNTINGTON MEADOWS - Section II

DATE: AUGUST 3, 1990 SCALE: 1"=50'

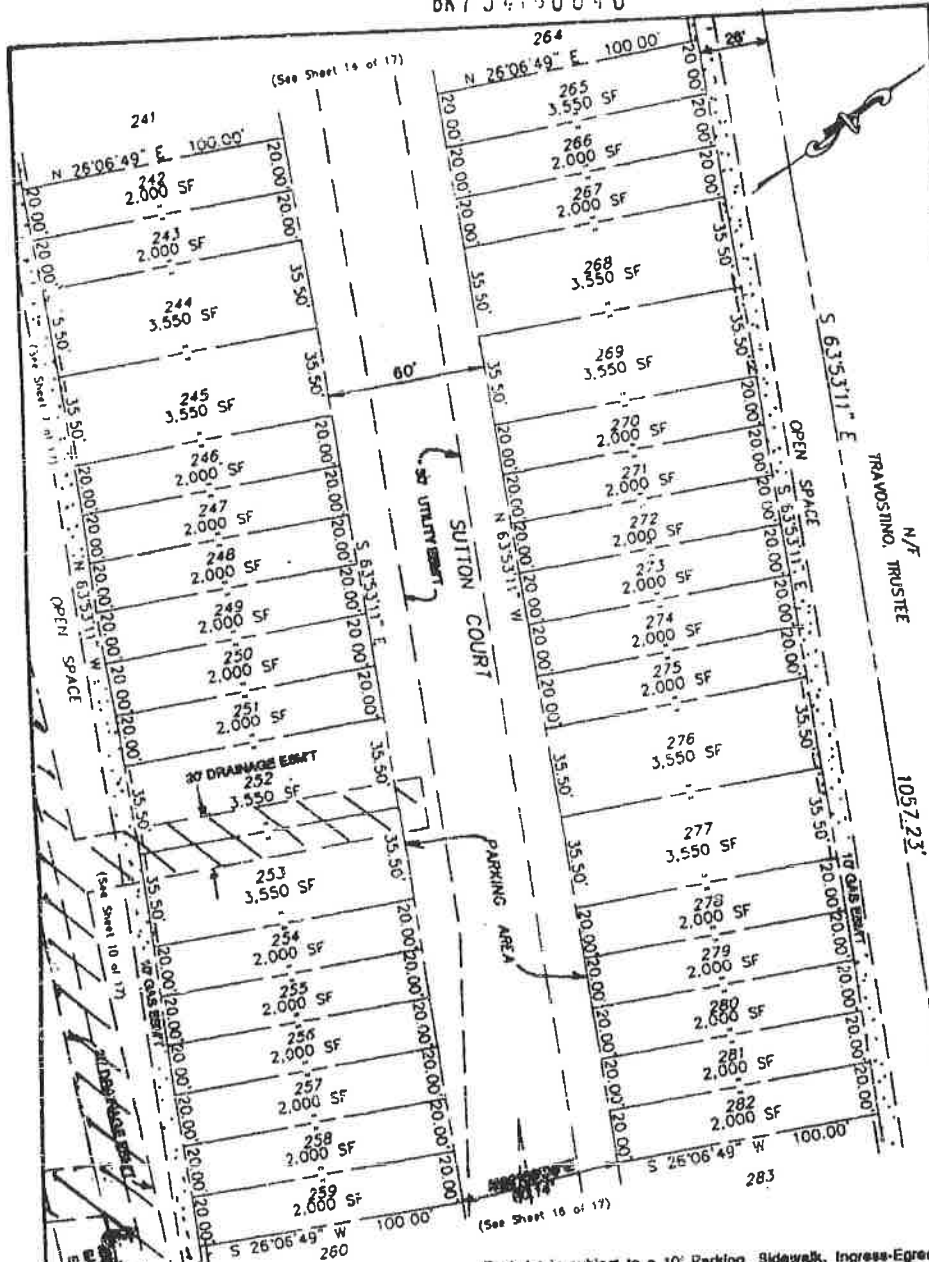
gilbert w. clifford & associates, inc.
 Engineers - Land Planners
 Surveyors

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of
17

130-C Old Chesapeake Drive
Farmingdale, Virginia 23041 (703) 698-3117

268 North Oakdale Street
Farmingdale, Virginia 23041 (703) 692-3119

BK754:30640



NOTE: MINIMUM FRONT SETBACK = 20'

Each lot is subject to a 10' Parking, Sidewalk, Ingress-Egress & Utility Easement along the front property line and a 10' Open Space/Ingress-Egress Easement along the rear property line. Each end lot is additionally subject to a 6' Open Space/Ingress-Egress Easement along the non-partywall side property line.



HUNTINGTON MEADOWS - Section II

DATE: AUGUST 3, 1990

SCALE: 1"=50'

gilbert w. clifford & associates, inc.

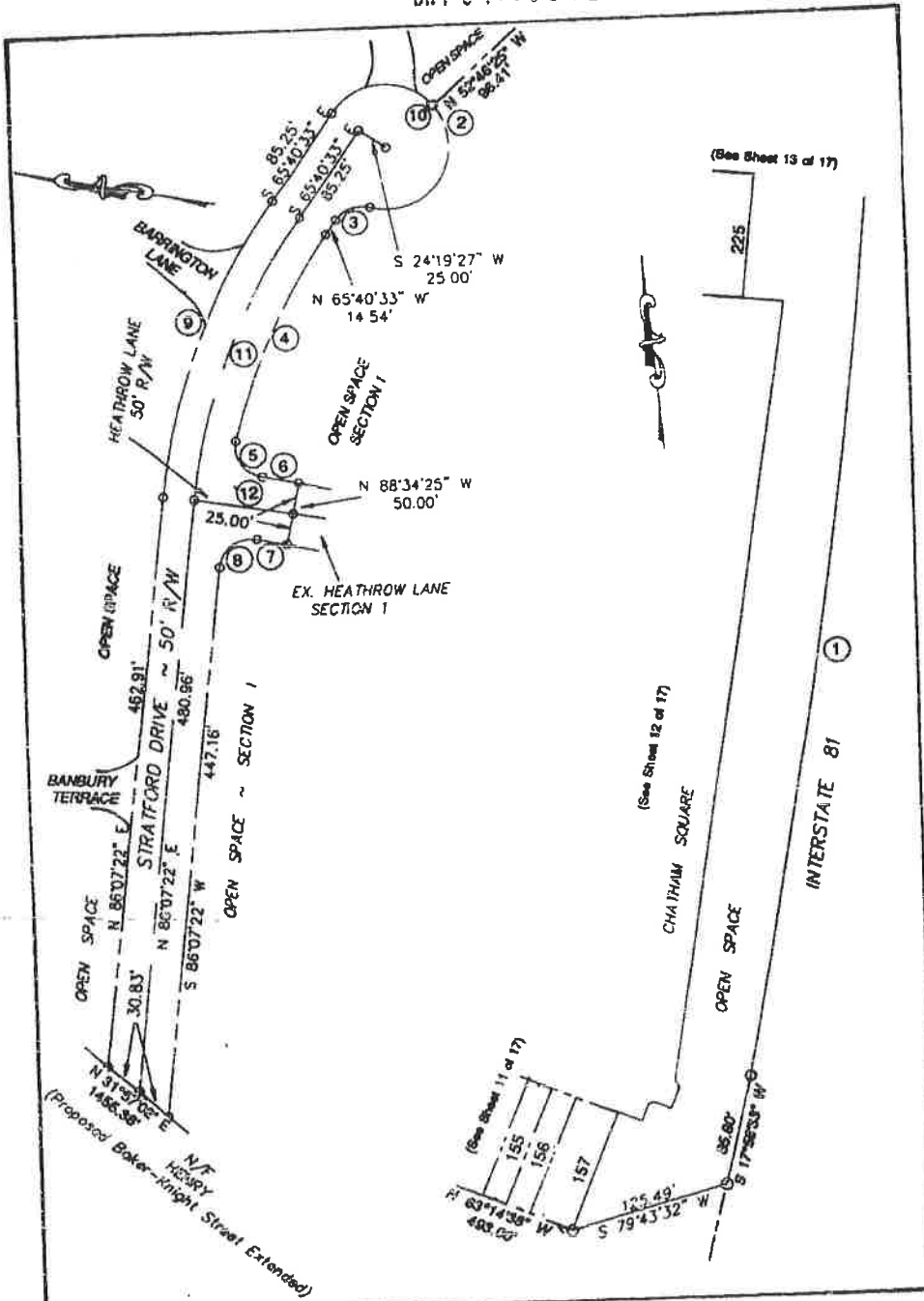
Engineers - Land Planners
Surveyors

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17

114-C Old Dominion State
Professional, Virginia 23061 (703) 544-2112

200 North Commerce Street
Washington, Virginia 22601 (703) 647-2112

BK754P00642



HUNTINGTON MEADOWS - Section II

DATE: AUGUST 3, 1990 SCALE: 1"=100'

VIRGINIA, FREDERICK COUNTY, SCT.
 This instrument of writing was produced
 to me on the 14th day of Dec
 1990, at 12:05 PM and with certificate
 of acknowledgment thereto annexed was
 admitted to record

Sheet
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George B. Whitacre
 CLERK