

*The Hunters Ridge community was developed in eight (8) discrete sections. During development and initial construction each section had their own Declaration of Covenants, Conditions and Restrictions until such time as a merger of all sections occurred resulting in one surviving set of Covenants. This document represents those surviving Covenants, Conditions and Restrictions for Hunters Ridge in its entirety. See Article IV below for a description of the merger process. Merger documents are on file with, and available from the Virginia State Corporation Commission.*

## **Declaration Of Covenants, Conditions And Restrictions Of Hunters Ridge**

### **INTRODUCTION**

This Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") is made on this (varies with each section) day of (varies with each section), by HUNTERS RIDGE L.L.C., a Virginia limited liability company (hereinafter referred to as the Declarant"); and

WHEREAS, Declarant Hunters Ridge L.L.C. is the owner of the real property to be known as Hunters Ridge, by deed recorded in Deed Book (varies with each section) recorded among the land records of Prince William County, Virginia;

WHEREAS, Declarant Hunters Ridge L.L.C. has caused a Deed of Dedication and subdivision plat to be recorded immediately prior hereto dividing the portion of the property identified in the property description attached hereto into Lots (varies with each section), Hunters Ridge; and

WHEREAS, Declarant desires to create a residential community upon the Property and to provide for the preservation of the values and amenities in Hunters Ridge and for the maintenance of open spaces, and other common facilities; and, to this end, desires to subject the Property to covenants, restrictions, easements, conditions, charges and liens, hereinafter set forth. These easements, covenants, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Property to create; an agency which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Virginia, as a non-stock corporation, the HUNTERS RIDGE HOMEOWNERS ASSOCIATION, for the purpose of exercising the; functions aforesaid.

NOW, THEREFORE, for and in consideration of the premises, Declarant, in accordance with its desire and free consent and in accordance with the laws of the Commonwealth of Virginia and the, County of Prince William, does hereby make, publish, declare and impose upon all of the Property, which is more particularly described in Exhibit (varies with each section) attached hereto, the following restrictions, protections and limitations and does hereby specify and declare that the restrictions and limitations shall be and constitute covenants running with the Property; shall be binding upon the Declarant and all persons claiming under, it; and shall be for the benefit of as well as limiting, protecting and restricting all future owners of all Lots.

## **ARTICLE I DEFINITIONS**

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- a. "Association" shall mean and refer to the HUNTERS RIDGE HOMEOWNERS ASSOCIATION.
- b. "The Property" shall mean and refer to that certain real property referred to in ARTICLE II herein below, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- c. "Common Area" or "Common Areas" shall mean all real property currently owned or later acquired by the Declarant and/or Association for the common use and enjoyment of the Members of the Association, subject to any easements created thereon and together with any facilities located thereon, including but without limiting the foregoing to all streets, roadways, and sidewalks.
- d. "Lot" shall mean and refer to (a) any plot of land shown upon any recorded subdivision map of the Property, (with the exception of dedicated rights of way and any common area) together with all improvements on the Lot; and (b) any lot which is owned by a declarant and shown on an approved preliminary subdivision plan for portions of Hunters Overlook, Section Two or Treywood subdivisions for which a final subdivision plot has not yet been recorded. In the event that any lot or lots are

resubdivided by the Declarant, then the term "lot" shall refer to the plots of land shown as lots on the recorded resubdivision plat.

- e. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.
- f. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in ARTICLE III, Section 1, hereof.
- g. "Declarant" shall mean and refer to HUNTERS RIDGE L.L.C. any successor, assignee or transferee of finished lots in Hunters Ridge who is specifically designated as a Declarant by Hunters Ridge L.L.C.. No party shall be a "Declarant" or "Class B" member of the Association unless so designated in writing by Hunters Ridge L.L.C., and Hunters Ridge L.L.C. reserves the right in its sole discretion as to whether to designate any purchaser of finished lots as a "Declarant".

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. The initial Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is known as future (varies with each section), Hunters Ridge, County of Prince William, Virginia, as described upon Exhibit (varies with each section) are attached hereto and made a part hereof.

Section 2. Additions to the Property. Additional lands may become subject to this Declaration by annexation or by merger as provided in ARTICLE IV.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. A member of the Association shall be 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. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each lot owned. 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.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

a. Every person, group of persons or entity who is a record Owner of a fee interest in any Lot which is or becomes subject by covenants of record assessment by the Association shall be a Class A member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record Owner of a fee interest in any Lot, then the vote for the membership appurtenant to 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. The vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any other holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

b. The Class B member shall be the Declarant or Declarants defined in Article I, Section 1(g) above and shall be entitled to three votes for each Lot in which it holds the interest otherwise required for Class A membership; provided, however, that Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) At such time as the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(ii) On December 31, 1999.

c. Following the lapse of Class B membership, the Declarant shall be entitled to the privilege of Class A membership for each Lot owned.

Section 3. Membership Benefits. The Association may, from time to time, extend the benefits of membership in the Association, to persons other than those owning Lots, for such fees or, considerations as may from time to time be determined by the Association, provided, however:

a. that such memberships shall not be extended to the general public but only to persons residing in the immediate vicinity of the Property; and

b. that such Members shall not have the right to vote, and shall not have any proprietary interest in the property of the Association.

**ARTICLE IV**  
**MERGERS AND ANNEXATION OF ADDITIONAL PROPERTY**

Section 1. Merger and Annexation. Merger Of Hunters Ridge Homeowners Association with any other homeowners' association or annexation of additional property may be accomplished by a vote of two-thirds (2/3) of the Class B members at any time prior to December 31, 1996. Thereafter, any such merger or annexation shall require the assent of two-thirds (2/3) of the votes of Class A members and two-thirds (2/3) of the votes of Class B members, if any, at a meeting duly called for this purpose. Written notice of any such meeting shall be sent to all Members not less than ten (10) days or more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Members not present may give their written assent to the action taken.

**ARTICLE V**  
**ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it within the Property hereby covenants, and each subsequent Owner of any Lot by acceptance of a Deed shall be deemed to covenant to agree (whether or not it shall be so expressed in any such deed or other conveyance) 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 and special assessments, together with such interest thereon and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the owner at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Hunters Ridge and other properties which may be annexed or added to the jurisdiction of the Association, and in particular for the taxes and improvements and maintenance of the Property of the Association. Said assessments shall be to the use and enjoyment

of the Common Areas, community facilities or easements now owned or later acquired by the Association and of any improvements situated upon thereon.

Section 3. Annual Assessments. Each member shall pay in advance to the Association, on such date as is specified by the Association, a monthly sum (sometimes hereinafter referred to as "assessments") required by the Association, as estimated by its Board of Directors to meet annual expenses of the Association.

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 the Common Areas, easements or facilities, or any capital improvement upon the Common Areas, easements or facilities, now owned or later acquired by the Association, including the necessary fixtures and personal property related thereto. Any such assessment shall have the assent of seventy-five percent (75%.) of the votes of each class 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 ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be apportioned equally among all Lots, provided, however, that nothing herein shall be construed to prohibit assessments wholly against one or fewer than all Lots when specifically authorized by this Declaration. The Association may, at its discretion, require the annual and/or special assessments to be paid on a monthly basis and may require that such payments be made to an Association Manager or any other collection agent selected by the Association.

Section 6. Date of Commencement of Annual Assessments: Due dates. The annual assessment provided for herein shall commence as to all Lots owned by class A members on the first day of the month following the conveyance of the first Lot; and said annual assessment shall commence as to all lots, including those owned by Class B members, on January 1, 1998; provided, however, that any Class B member may elect to pay a one-time charge of one hundred. dollars (\$100.00), payable upon sale of the lot to a Class A member, in lieu of the annual assessment.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of each subsequent annual assessment shall be sent to every Owner subject

thereto. The due dates shall be established by the Association. 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 Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Maximum Annual Assessment. Until January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty and NO/100 Dollars (\$120.00) per Lot; provided, however, that said maximum annual assessment may be increased by the Board of Directors so as to equal the assessment applicable to the Hunters Ridge subdivision in order to obtain trash removal service for the residents of Hunters Ridge at a rate below the rate which would be otherwise obtainable for trash removal.

(a) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year by the Board of Directors without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Failure to pay any assessment when due shall give rise to the following remedies, any or all of which may be exercised by the Association:

(a) For each assessment not received at the management agent's office within ten (10) days of the date due, a late payment fee of 5% of the assessment may be added to the amount due but no less than \$10.

(b) Upon an owner's failure to pay assessments for two consecutive months, the entire unpaid balance of the annual assessments may be accelerated and will be due and payable within ten (10) days following the mailing of written notice of acceleration, by certificate mail, return receipt requested, to the owner, and the entire unpaid balance, together with any late payment fee, shall bear interest at the judgment rate from the earlier of the date that any

such late payment fee is assessed or from the date of that notice of acceleration of the annual assessment is mailed.

(c) Any payments received by the Association from a delinquent owner shall be applied first to attorney's fees or costs of collection, next to any late payment fee imposed under subparagraph (a) above, next to any interest accrued, and lastly to the principal amount of any assessment unpaid, beginning with earliest assessment due.

(d) In the event of acceleration as provided in subparagraph (b) above, collection of the assessment may be referred to legal counsel for collection if payment of the accelerated assessment is not received within 20 days of the date notice of acceleration is mailed.

(e) All amounts due to the Association from the delinquent owner, including assessments, late charges, interest, attorney's fees and other charges shall constitute a lien under Article VI, Section 1 hereof and may be recovered by action at law or suit in equity against the owner personally and/or the Lot, for a money judgment and/or legal proceedings to foreclose the lien. In any such action the Association shall be entitled to an attorney's fee of twenty percent (20%) of the total sum due if paid before judgment, or if judgment is obtained, the Association shall be entitled to all-reasonable costs and expenses incurred, including an attorney's fee of twenty-five percent (25%) of the amount of such judgement. Notwithstanding the foregoing, the priority of any lien shall be subordinate to that of a first mortgage.

(f) No remedy provided herein shall be deemed to restrict or prohibit any other remedy that may be available to the Association, whether under the Deed of Dedication, the Declaration of Covenants, Conditions and Restriction, as amended; the Articles of Incorporation or By-Laws of the Association as amended; or the statutes or common law of the Commonwealth of Virginia, as the same may now or hereafter exist.

(g) No owner may waive or otherwise escape liability for the assessments, late charges, interest, attorney's fees or other charges 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 subordinate to the lien of any first mortgage or Deed of Trust against the Lot. The sale or transfer by foreclosure or by deed in lieu of foreclosure of any Lot which is subject to any prior mortgage or Deed of Trust shall extinguish the lien against that Lot with respect to the assessments. The lien shall not be extinguished, however, by any other sale or transfer of the lot, and any assessment due shall continue to remain the liability of the prior Lot Owner. No sale or transfer other than a foreclosure or deed in lieu of foreclosure shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof or re-



lieve the Seller of the lot from personal liability for assessments becoming due prior to the transfer of the Lot.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accented by a public authority; (b) any Common Areas now owned or later acquired by the Association.

Section 11. Right of Subrogation. In the event that the County of Prince William (or any other governmental agency or body), as a result of the failure or refusal of the Association to properly maintain the Common Areas performs such maintenance, the County of Prince William (or such other agency or body) shall be subrogated to the rights of the Association with respect to such expenditure and shall have all rights of the Association with respect to the levying and/or collection of assessments to the extent of such expenditures.

## **ARTICLE VI EXTERIOR MAINTENANCE**

In the event an Owner shall fail to maintain the Lot or the; exterior of any improvements thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) decision of the Board of Directors, shall have the right, through its agents and employees, to enter the Lot and perform the necessary work to bring the Lot and improvements up to standard. The cost of such work shall be added to and become part of the annual assessment to which such Lot is subject.

## **ARTICLE VII ARCHITECTURAL AND COLOR CONTROL**

Review by Committee. No building, fence, antenna, wall, roof or other structure other than those built by the Declarant shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change, alteration or improvement thereof be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of the same shall have been submitted to the Board of Directors or an Architectural Committee composed of three (3) or more persons designated by the Board of Directors of the Association. Each item submitted pursuant to this Paragraph must be approved by the Board of Directors or the Architectural Committee in writing as to harmony of external design and location in relation to surrounding structures and topography. In the event the Board, or the Architectural

Committee, as applicable, fails to approve or disapprove such design and location within sixty (60) days after plans and specifications have been submitted to it, approval will not be required and the obligation of this Article shall be deemed waived.

## **ARTICLE VIII RESTRICTIONS**

Section 1. No portion of the Property shall be used except for residential purposes and for purposes incidental or accessory thereto; provided, however, that the Declarant may establish models, a sales office or offices for the sale of the Lots, and/or recreation facilities upon any lot. At the discretion of the Association, as evidenced by written approval, however, professional offices in conjunction with residential use, as permitted by the County of Prince William zoning regulations, may be allowed. Nothing contained herein shall be construed as prohibiting such business activities as may be required for the development of the Lots, construction of the residences, or the sale or resale of residences erected upon the Lots.

Section 2. No structure, other than those permitted in Section 5 herein, shall be erected, altered or permitted to remain on any residential building lot other than one detached single family dwelling which shall contain a minimum of 1,000 square feet of living area on the immediate ground floor.

Section 3. No structure of a temporary character, trailer, tent, garage, basement or other outbuildings shall be used on any lot at any time as a residence, either temporally or permanently.

Section 4. No clothing, laundry or wash shall be aired or dried on any portion of the exterior of the Property in an area other than in the rear yard of the Lots.

Section 5. No shed or storage building shall be of a greater height than ten (10) feet; and any shed or storage building shall conform with the guidelines of the Architectural Committee.

Section 6. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic or so as (in the opinion of the Board or the Architectural Control committee) to be unsightly or unattractive. No fence or hedge of a height greater than four (4) feet in height shall be permitted between building lots. No fence or hedge shall be permitted along and property line adjacent to any roadway.

Section 7. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon which may be or become a nuisance or annoy-

ance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 8. No sign shall be displayed to the public view on any Lot, except temporary signs not more than five feet (5') square in area advertising the Lot for sale or rent and except for temporary signs erected by Declarant in connection with the construction, lease, or sale of Lots.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not raised, bred or kept for any commercial purpose. Owners with pets shall be permitted to walk their leashed pets within Common Areas but shall be responsible for removing waste created by their pets in such Common Areas.

Section 10. No waste material or refuse shall be placed or stored where it could be viewed by neighboring Owners.

Section 11. No person shall paint or resurface the exterior of any building a color different than the original color of the building without the proposed color thereof having been approved by the Board of Directors or by an Architectural Committee appointed by the Board in accordance with the provisions of Article VI.

Section 12. No Common Area or Lot shall be used to park or store boats, campers, trucks larger than pick-up size, detachable recreational vehicles, trailers, or the like, nor shall cars not regularly used be kept by Owners on the Lots or the Common Areas. No commercial truck, commercial bus, or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the Property, unless such vehicle is the primary vehicle of any member.

Section 13. No portion of the Property shall be used for the repair of automobiles, nor shall any inoperative vehicle or vehicle other than a private automobile be parked on any portion of the Property. After ten (10) days written notice to the owner of any vehicle parked in violation of this covenant, the Association may remove such vehicle at the expense of the owner thereof.

Section 14. No baby carriages, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain on any property of the Association, which shall include without limitation the sidewalks, Common areas and recreational areas. The Association may impound all such articles and make a charge for their return.

Section 15. The Association shall have the right (upon twenty (20) days notice to the Owner of the Lot involved, setting forth the action intended to be taken, and if at the end of

such time such action has not been taken by the owner) to enter on the Lots or the Common Areas and take such action as is necessary to enforce the provisions of this Article VIII. The costs of such action (including reasonable attorney's fees should the Association require or feel the necessity for legal counsel in connection with such action) shall be paid by the Owner violating Article VIII and such costs shall constitute a lien as set forth in Article V.

## **ARTICLE IX EASEMENTS**

Section 1. There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, to any Manager employed by or on behalf of the Association, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the Properties in the exercise of the functions provided by this Declaration, the Articles of Incorporation, and the Bylaws and Rules of the Association, in the event of emergencies, and in performance of governmental functions.

Section 2. When no emergency situation or governmental function is involved, the rights accompanying the easements provided by Section 1 of this Article shall be exercised only during reasonable daylight hours and then whenever practicable only after advance notice to, and with the permission of, any Owner or tenant directly affected thereby.

Section 3. The Declarant, its agents and employees, shall have a right of ingress and egress over the Common Area as required for construction and development of the Properties.

Section 4. Easement for Utilities, etc. There shall be and is hereby reserved to the Declarant a perpetual nonexclusive easement over any Lot for the purpose of installing, repairing and/or maintaining utility lines of any sort including, but not limited to, storm drains, sanitary sewers, gas lines, electric lines, and/or cables, water lines, telephone lines and the like.

Section 5. Easement for Landscaping and Related Purposes. There shall be and is hereby reserved to Declarant or Declarents during the period of their Class B Membership a perpetual and nonexclusive easement over all Lots and Common Areas for a distance of ten (10) feet behind any Lot line which parallels a street (whether public or private) for the purpose of planting and maintaining trees, shrubbery and other landscaping, and erecting' and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features and/or related landscaping. Exercise of this easement will be with the consent of the Owner of and affected Lot, or the Architectural Committee if the said owner does not consent.

**ARTICLE X**  
**GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The costs of such enforcement together with reasonable attorney's fees shall constitute a lien as set forth in Article V.

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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or 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 the covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners representing not less than ninety percent (90%) of the votes in the Association, and thereafter by an instrument signed by Owners representing not less than seventy-five percent (75%) of the votes in the Association. Any amendment must be properly recorded.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Conflicting Terms. In the case of any conflict between the terms of the By-Laws or the Articles of Incorporation and this Declaration, this Declaration shall control.

HUNTERS RIDGE L.L.C.

George F. Trowbridge, Jr., Manager

Gerald J. Fitzgerald, Manager

Oyton Tertemiz, Manager