

HIDDEN FARM ESTATES SUBDIVISION

Declaration

This Declaration is made and entered into as of the 31st day of March, 2006, by HIDDEN FARM ESTATES, LLC, a Virginia limited liability company, herein called "Declarant";

WITNESSETH:

That Whereas, Declarant is the owner of certain real property lying and being in the Mineral District, Louisa County, Virginia, hereinafter called the "Property", and

Whereas, Declarant has caused said Property to be subdivided into Lots 1 through 70 and Common Area A and Common Area B as shown on a certain plat of survey (hereinafter called the "Plat") made by William W. Webb, Jr., Land Surveyor, Webb and Associates, dated January 25, 2006, revised March 7, 2006, entitled "Hidden Farm Estates Subdivision" (hereinafter called the "Subdivision") which Plat is to be recorded contemporaneously with this Declaration;

Now, Therefore, subject to the foregoing, the Declarant declares that all of the Property described on the Plat shall be held, conveyed, leased, used, encumbered, occupied and improved subject to the following, all of which is declared and agreed to be in furtherance of a plan for the improvement of the Property and is established and agreed upon for the general purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

1. General Provisions. This Declaration shall run with the Property and, except as may be otherwise herein provided, shall be binding on all parties and all persons claiming under or through them for thirty (30) years from the recordation of this Declaration, after which time this Declaration, as then modified or amended, shall be automatically renewed and extended for successive periods of ten (10) years, except as herein provided.

Unless a contrary intent is specifically expressed herein or may be inferred from the language hereof, the term "Declarant", when used herein with respect to the management and maintenance of the Common Areas, shall include any successor in interest to the Declarant, it being the intent of the Declarant to convey some or all of the Declarant's interest in the Common Areas to a property owners association which shall thereafter manage and maintain the Common Areas and shall succeed to the interest of the Declarant hereunder with respect to enforcement of this Declaration and with respect to the management and maintenance of the Common Areas.

2. No Restraint on Declarant. Notwithstanding any statement herein that may be interpreted to the contrary, nothing in this Declaration shall impose any restraint on any land not part of the Subdivision that may now be owned or hereafter acquired by the Declarant, whether near or adjacent to the Subdivision, without the express written consent of the Declarant or its successors in interest, the term "successors in interest" as used in this section specifically excluding any property owners association formed for the Subdivision.

3. Land Use. The Declarant intends that except as may be specifically otherwise set forth in this Declaration, lots within the Subdivision shall be used by the owners thereof for single-family residential purposes and no lot shall be used for any multi-unit residential purpose or for any commercial uses which are not allowed in residentially-zoned areas under the Louisa County Code.

4. Subdivision and Combination of Lots. Except as set forth in Paragraph 2, above, and as may otherwise be shown on the Plat, no lot may be subdivided and no lots may be redivided so as to increase the number of lots in this Subdivision and no lot shall be used as a way of access to any other property so as to effectively grant the right to use the Subdivision road as a way of ingress and egress between the state-maintained road and any property that is not one of the lots shown on the Plat. Except as set forth in Paragraph 11, below, no easement shall be granted over, across or under any lot other than to a utility company furnishing services for the specific improvements on such lot or for the benefit of the owner thereof.

If two or more adjoining lots are acquired by the same entity, no part or parts thereof less than an entire lot shall be conveyed by such entity unless each lot being conveyed and each lot being retained is in compliance with this Declaration. If two or more adjoining lots are combined for any purpose, including the vacation of common boundary lines for location of improvements, any contributions, dues or assessments attributable to ownership of a lot that would have been paid with respect to each of the original lots shall nonetheless be paid by the owner of the combined lots as if each original lot still existed, the purpose for such payment being to not increase the pro rata share of any common Subdivision costs or expenses imposed upon all lot owners.

5. Type of Improvements; Construction Time for Improvements. It is the intent of the Declarant that structures erected, altered or permitted to remain on any lot shall be a single family dwelling which may have a private garage designed for not more than three vehicles either (a) fully attached as an integral part of the dwelling, (b) attached to the dwelling by a connecting covered breezeway or walkway, or (c) detached from the dwelling, all of which collectively are referred to herein as the "residential structures." The exterior surface and roof of residential structures on a lot shall match in color and material. Additional structures, such as storage or accessory buildings,

may be constructed on a lot only after the owner has submitted the plans therefor (as hereinafter set forth in Paragraph 6) to the Environmental Control Committee, herein called the "ECC", and the owner has received from the ECC written approval of the plans.

The base footprint of the dwelling on any lot shall have a minimum square footage of fully enclosed heated living area (excluding carports, porches, decks, breezeways, garages, and the like) as follows:

A. A single story dwelling with an attached garage, one thousand two hundred (1,200) square feet of heated living area.

B. A single story dwelling without an attached garage, one thousand four hundred (1,400) square feet of heated living area.

C. A story and one-half or two story dwelling with or without an attached garage, one thousand (1,000) square feet of heated living area.

For determining base footprint, an attached garage shall mean attached to either end of the dwelling so as to be an extension of the front elevation. All single story and story and one-half dwellings shall have either (a) at least one opposing roof line visible in the front elevation or (b) at least one elevation break (a different roof line height) visible in the front elevation. The maximum height of dwellings and other structures shall be as regulated by the zoning ordinances of Louisa County, Virginia. No dwelling or garage shall have a less than a 5/12 roof pitch.

Once construction of any residential structure has commenced on any lot, the exterior of the structure, including basic landscaping of the property (seeding disturbed ground), must be completed within twelve (12) months from commencement. The commencement date shall be the date of issuance of a building permit for such construction and construction on any lot in the Subdivision shall be regulated by the Louisa County building code and by building permits issued by Louisa County.

If any structure on any lot is wholly or partly destroyed by fire or wind or suffers damage from any other cause, it must be rebuilt or, if not rebuilt, debris removed within a reasonable time after such casualty, provided, however, that no such condition shall be suffered to remain on any lot for more than six (6) months, the purpose for this requirement being to protect and preserve the values of other properties in the Subdivision and to prevent any condition which is or with the passage of time could become a potential or actual hazard or nuisance, including conditions which might attract rodents or other animals.

Prior to any other improvement on a lot, there shall be constructed a driveway surfaced by gravel or crushed rock for a minimum distance of fifty (50) feet onto the lot from the margin of the Subdivision road. No other improvement may be commenced until the driveway requirement has

been met, and the driveway must be maintained during construction so as to prevent mud, dirt, rock or other materials or debris from the construction site being deposited on the Subdivision road.

No portion of the shoulder nor ditch nor banks of any Subdivision road may be used for the movement of construction equipment without the prior written consent of the Declarant.

The driveway shall be the sole means of access to the lot during construction and in the event any mud, dirt, rock or other materials or debris from the construction site is deposited on Subdivision road, it must be promptly removed by the lot owner or the agent of the lot owner. If such materials or debris are not promptly removed upon the first occurrence, the Declarant shall give written notice of that occurrence by mail or hand-delivery to the owner or the owner's agent (which may be any contractor performing work or furnishing materials) and then if not promptly removed, the Declarant shall have the right to summarily abate or remove the same at the expense of the lot owner; no notice shall be required in the event of second or subsequent occurrences. Such expense, including any applicable court costs and attorney fees, shall be reimbursed by the lot owner within sixty days of being billed therefor and if not so paid shall be subject to lien as provided in the Virginia Property Owners Association Act.

Any lot owner, their employees and invitees (including but not limited to any general contractors, subcontractors or material suppliers, for all of whose acts the lot owner is hereby declared responsible) damaging the Subdivision road or the shoulder or drainage system thereof, directly or indirectly, shall be fully liable to the Declarant for the expense of repairing such damage. Such expense, including any applicable court costs and attorney fees, shall be reimbursed by the lot owner within sixty days of being billed therefor and if not so paid shall be subject to lien as provided in the Virginia Property Owners Association Act.

All entrances to lots from the Subdivision road shall meet the standards of the Virginia Department of Transportation and driveways and roads on lots shall be designed with proper and adequate drainage and shall be surfaced by rock to a minimum depth of four (4) inches.

Soils that are disturbed during, for the purpose of, or as a result of construction, shall be graded, fertilized, limed, seeded and strawed (as necessary) within such reasonable time as is practical after disturbance so as to keep erosion to a minimum, and in any event within thirty (30) days after completion of construction (weather permitting).

All fences, walls and other barriers shall be subject to the prior approval and continuing control of the ECC. Privacy fences not more than six feet high may be used provided they extend no farther toward the front of any lot than the rear line of the dwelling on such lot

(such point being perpendicular to the side lot line). Decorative fences (such as waist-high picket fences or split rail fences) may be placed elsewhere on a lot provided they are adequately maintained and do not interfere with sight distance, utility placement and do not otherwise violate the letter or spirit of this Declaration. Any retaining wall shall be constructed of brick, stone or wood timbers and shall be adequately maintained.

Signs otherwise in compliance with the applicable ordinances of Louisa County shall be subject to the prior approval and continuing control of the ECC and shall be limited to (a) temporary signs not more than six square feet that advertise the property for sale or rent or identify a model home or open house, and (b) permanent signs not more than one and one-half square feet and no more than three feet high that identify the property. Not included are signs or posts displaying identification numbers supplied by the Louisa County Office of Emergency Services.

6. Environmental Control Committee; Building Plans. An Environmental Control Committee (ECC) shall be established for the purpose of reviewing and approving or denying plans for improvements on lots. With prior notice to adjoining lot owners and without being a de facto amendment of this Declaration, the ECC may grant variances from the strict application of the construction time of this Declaration. The ECC shall initially consist of Ivan M. Cowger, III. Replacement or additional members may be added by the Declarant at any time without amendment of this Declaration and unless earlier agreed in writing by the Declarant, the Declarant shall appoint all such members until one hundred percent (100%) of the lots have been conveyed by the Declarant and the property owners association has been formed, after which members of the ECC shall be appointed by the board of directors of the association.

The plans and specifications for improvements on any lot, including, without limitation, fencing, septic systems, clearing, excavation and driveways, shall be submitted to the ECC for approval prior to the commencement of construction of any improvement and prior to the renovation or alteration of any improvement which will affect the external appearance of any existing improvement.

Two (2) sets of such plans and specifications shall be submitted and shall include interior and exterior elevations, exterior materials and color selections and excavation plans, if applicable. The submission shall also include a site plan showing the location of the improvements within the lot boundaries, including applicable set-back distances. One set shall be retained by the ECC and upon approval or denial, one set shall be returned to the owner.

All improvements shall meet the minimum set-back requirements of the Louisa County zoning ordinances, provided, however, that regardless what set-backs are required by such ordinances, within the Subdivision

front set-backs shall be a minimum of forty (40) feet, side set-backs shall be a minimum of twenty (20) feet and rear set-backs shall be a minimum of thirty-five (35) feet. Compliance with set-back regulations shall be the responsibility of the lot owner.

7. Construction Materials. All structures erected on any lot shall be constructed primarily of new materials.

The exterior of residential structures, excluding the roof areas, must be constructed of or fully faced with stone, brick, vinyl, or wood or combinations thereof, provided that poured foundations shall be allowed and block shall be allowed on sides or rear of residential structures. Painted exterior surfaces and surfaces readily visible from the exterior should be white or subdued or natural earth-tone colors to conform with the natural setting of the Subdivision.

8. Water Supply and Septic System. All dwelling houses shall be connected to a water supply and septic system approved by the Louisa County Health Department. The Louisa County Health Department has on file a composite map showing a suitable location for septic field system or well for each lot within the Subdivision. No septic system or well shall be located so as to substantially and adversely affect the placement of a well or septic system on any other lot within the Subdivision or otherwise be contrary to the general purpose set forth above.

9. Temporary Structures. Nothing that is not a permanent dwelling and nothing of a temporary character, including but not limited to trailers, pop-up campers, basements, tents, shacks, garages, sheds, recreational vehicles and out-buildings, shall be used on any lot at any time as a residence, either temporarily or permanently.

10. Animals and Nuisances. No nuisance shall be maintained or permitted on any lot and commercial activities relating to or involving animals are prohibited, provided, however, that the prohibition against commercial activities is not intended to prohibit the occasional sale of the offspring of domestic pets.

Domestic pets and other animals and birds shall be under the control of the owner thereof at all times and shall not be allowed to roam unattended and freely about the Subdivision at any time and no pet or other animal or bird shall be left unattended within the Subdivision at any time unless within a dwelling or other enclosed structure (meaning other than a pet house or pen) and the owner thereof has made adequate provision for the care and maintenance of such pet, the intent hereof being to preclude any condition tantamount to neglect and to preclude undue disturbance of the use and enjoyment of their respective properties by those other owners of lots within the Subdivision who may be entitled thereto. Any pet house, pen, dog run and the like shall be permitted only on the rear of a lot and shall be subject to the prior approval and continuing control of the ECC.

11. Utility and Drainage Easements. Easements for utilities and drainage have been reserved within the areas along the front, side and rear lots lines as shown on the Plat and the Declarant specifically reserves the right to convey such easements to those utility companies providing service to the Subdivision, which may include, without limitation, Dominion Virginia Power, Verizon and Rappahannock Electric Cooperative, and their respective successors in interest. All utilities shall be underground and such reservations and conveyances to be made shall include, but not be limited to, an easement for the construction, operation, maintenance, replacement and removal of a communication system consisting of such buried cables, buried wires, terminals and location markers within said easements as from time to time may be required, and shall also include an easement for the construction, operation, maintenance, replacement and removal of an electrical transmission system consisting of such underground cables and wires and terminals and location markers and other necessary equipment within the easements as from time to time may be required, together with the right of ingress and egress over, under and across adjoining land as may be reasonably necessary for the proper exercise of the rights incident to the use of such easements.

Nothing herein shall be construed so as to impose upon the Declarant the duty to lay, operate and maintain any system of water or sewer mains, drains or lines or to construct, operate, maintain, replace and remove any improvement or utility within or without of an easement area and all such activities shall be the responsibility of one or more private or public authorities or utility companies. No structure or improvement shall be built or maintained on any part of any easement area or otherwise built or maintained in a way so as to prevent or impair the exercise of any right incident to such easements.

12. Prohibited Uses and Activities. No mobile home of any type shall be permitted on any lot within the Subdivision. No camping shall be allowed on any lot in the Subdivision except insofar as may be allowed by the Louisa County ordinances. No hunting shall be allowed and the discharge of any firearms within the Subdivision is discouraged.

Satellite dishes shall be located only in rear yards or on roofs if mounted on the rear or side below the ridge line (not projecting above the highest point of the roof) unless a variance is granted by the ECC due to hardship (which is hereby defined as the inability to receive an adequate signal when mounted in the prescribed manners) and satellite dishes more than twenty-four (24) inches in diameter are prohibited unless disguised, placed or screened so as to not be visible to casual observation from any street or roadway. If screened by vegetation, such vegetation shall be of a type that retains foliage year round.

No commercial vehicles or heavy equipment shall be parked on any Subdivision road or parked or stored on any lot.

The prohibition against commercial vehicles shall not preclude one vehicle bearing advertising that is regularly used in the business of the lot owner (such as a work truck driven daily), provided it is parked on the rear of a lot behind the dwelling and is placed or screened so as to not be visible to casual observation from any street or roadway. If screened by vegetation, such vegetation shall be of a type that retains foliage year round. Private or public school buses regularly operated by the lot owner or occupant of the property shall not be deemed commercial vehicles and, although they shall not be parked on any Subdivision road, they may be parked on a lot during periods of regular use (but shall be parked elsewhere during extended periods of non-use, such as Christmas or summer vacations).

13. Trash. Owners of lots within the Subdivision, regardless whether or how improved, shall keep their land and the adjacent roadway free of trash, which shall include garbage, junk vehicles, tires and other unsightly debris. Junk vehicles shall, for the purpose of this restriction, be construed as any vehicle that does not bear a current license plate and, where applicable, a current inspection sticker, provided, however, that vehicles without license plates may be stored within a fully enclosed garage or other structure so as to not be visible to casual observation from any street or roadway or adjoining lot.

All garbage and trash must be kept in covered, rigid containers that are not susceptible to being opened by wind and that are protected from animals. When stored, such containers shall be placed or screened as not to be visible to casual observation from any street or roadway or adjoining lot, and all trash and garbage must be properly disposed on a regular basis and shall not be allowed to accumulate and create any potential or actual hazard or nuisance, including the attraction of rodents or other animals.

Trees and brush removed during construction may be burned in a manner approved by the fire warden. Otherwise, neither trash nor garbage, nor any leaves, branches or trees from any lot shall be burned within the Subdivision or on any adjacent land owned by or available to any lot owner except in containers designed for such purposes. Disposal of trash shall be in accordance with the more restrictive of the regulations and ordinances of Louisa County, Virginia, or this Declaration. All construction sites must be kept reasonably clear of construction debris during construction.

14. Property Owners Association and Common Area Maintenance. The Common Areas shown on the plat consist of (a) Common Area A on which shall be located the subdivision entrance sign, and (b) Common Area B which shall be for the use of lot owners.

The Common Areas shall be initially managed by the Declarant and the Declarant specifically reserves the right to, but shall not have the obligation to, transfer to the appropriate governmental authority for

use as a public park a portion of the northeasterly area of Common Area B, together with the pipestem running easterly to Old County Road, State Route 746.

The Declarant shall promulgate rules and regulations for the use of Common Area B and any improvements located thereon or made thereto and after formation of the property owners association and transfer of Common Area B, such rules and regulations shall be promulgated and/or amended by the association.

The Declarant shall not have the obligation to make any improvement to Common Area B. It is the intent of the Declarant that Common Area B be available to lot owners for recreational use (such as hiking and picnics) between dawn and one hour after sunset and that no motorized vehicles be allowed except for (a) electric vehicles (such as golf carts) used to move picnic supplies and the like within the during hours, and (b) electric vehicles used by persons with physical handicaps that preclude extensive walking. Gasoline or diesel powered vehicles may be used by the designees of the association for maintenance and improvement. If any such areas are created and so designated, bicycles and similar vehicles shall be used only within areas specifically designated and improved for such use.

Except as otherwise may be provided herein, membership in the association and the payment of annual dues to the association shall be a mandatory incident of ownership of property in the Subdivision.

The initial contribution for maintenance shall be \$60.00 per lot per year, with the contribution of initial purchasers of lots for the first calendar year of ownership being prorated and initial purchasers shall pay at settlement \$5.00 for each month or part thereof from settlement to the end of the year.

After formation of the property owners association and conveyance of the Declarant's interest in the Common Area to the association, the Common Area shall be managed and maintained by the property owners association which shall meet at least annually to decide all matters concerning the entrance sign within Common Area A and the management and maintenance of Common Area B, including changes in the amount of regular annual contribution for routine and continuing maintenance, which shall be determined by a simple majority vote of the owners of the lots, each lot being entitled to one vote if no regular or other contribution due for that lot is then in arrears and such lot owner is otherwise in good standing.

Regular contributions shall be paid on a calendar year basis, and shall be paid not later than May 1 of each year and the amount of and due date for payment of contributions for other than routine and continuing maintenance shall also be decided at such meeting (or at such other time as may be appropriate), approval of such other contributions re-

quiring a super majority vote of the owners of at least two-thirds (2/3) of the lots.

Prior to an association meeting, the annual contribution amount for routine and continuing maintenance and the contribution amount for other than routine and continuing maintenance, if any, shall be estimated by a designated officer of the association.

At least thirty days prior to a meeting, notice of the estimated amounts and the time, date and location of the meeting to decide such amounts shall be mailed by regular U. S. Mail to the owners of lots at the owner's address as then carried on the records of the Louisa County Commissioner of Revenue and those entitled to vote may do so in person or by written proxy.

Regardless how many lots are owned by the Declarant, for so long as the Declarant owns at least one lot, the requirement for annual contribution to the association shall apply to the Declarant as if the Declarant were the owner of only one lot, but the Declarant shall nonetheless have the right to cast one vote for each lot owned.

The association may deny use of Common Area B by any lot owner or any other entitled to the use thereof because of delinquency in the payment of any such contribution or because such lot owner is otherwise not in good standing, and the association shall be subject to and operate under the Virginia Property Owners Association Act (§§ 55-508, et seq. of the Code of Virginia, 1950, amended) and except as otherwise specifically provided herein, shall have the powers and authority granted to it by the Act.

15. Amendment. After the Declarant has transferred its interest therein to the association, the provisions of this Declaration that are subject to amendment may be amended at any time by an instrument with the dignity of a deed executed by the then record owners of not less than three-quarters of the lots in this Subdivision, provided, however, that rules and regulations applicable to the Common Areas (other than annual contribution amounts) that are not subject to recordation also may be created and/or amended by three-quarters of the then record owners of not less than three-quarters of the lots in this Subdivision, each lot being entitled to one vote if no regular or other contribution due for that lot is then in arrears and such lot owner is otherwise in good standing.

No right, privilege or reservation in favor of the Declarant may be amended without the prior written consent of the Declarant and the sections hereof entitled "Land Use", "Subdivision and Combination of Lots", and "Utility and Drainage Easements" are specifically excluded from the operation of this section.

16. Enforcement. The Declarant or any lot owner shall have the

right to proceed at law or in equity to compel compliance with this Declaration in the event of a breach or violation thereof or to prevent a violation or breach thereof.

In addition, whenever there exists a condition or there has been built, placed or stored on any lot or on any adjacent land owned by or available to any lot owner any structure or object which constitutes or, with the passage of time, would constitute a breach or violation of this Declaration, if such breach or violation persists in whole or in part thirty (30) days after written notice of the breach or violation is given or mailed to the lot owner, such notice being effective when hand-delivered or mailed to the lot owner by certified mail to the last known post office address of the lot owner as carried in the records of the Declarant, the Declarant shall have the right to enter upon the property and summarily abate or remove the same at the expense of the lot owner.

In circumstances where the continuing breach or violation constitutes or with the passage of time would constitute a hazard or danger to any real or personal property or to the health or well-being of any person, such notice shall not be a prerequisite to action taken to abate or remove such hazard or danger and notice of the action taken shall be given or mailed to the lot owner as aforesaid as soon as practicable under the circumstances then and there existing.

In no circumstance, whether with or without prior notice, shall such entry and abatement or removal be deemed a trespass.

All enforcement expenses, including court costs and attorney fees, shall be reimbursed by the lot owner within sixty days of being billed therefor and if not so paid shall be subject to lien as provided in the Virginia Property Owners Association Act. Neither the failure to inform a lot owner of an action taken or of a breach or violation, nor a delay of any duration in enforcing this Declaration shall be deemed a waiver thereof nor bar or affect the enforcement of the same.

Nothing herein shall be construed to prevent the Declarant from placing further conditions, restrictions or easements on any unsold lot or from modifying the conditions, restrictions or easements on any unsold lot, provided, that any further or modified condition or restriction shall not substantially adversely affect any right or obligation with respect to any other lot in the Subdivision.

17. Severability. Each term of this Declaration is independent of and severable from the other terms hereof and if any of the same are held to be invalid or unenforceable or to lack the quality of running with the land, such holding shall not affect the remaining terms hereof.

18. Termination. After the initial term of thirty years or at the end of any renewal term, this Declaration, as then amended, shall be automatically renewed for another ten year term and thereafter automati-

cally renewed for successive ten year terms unless prior to the beginning of any such renewal term this Declaration has been terminated by an instrument executed with the dignity of a deed by the then record owners of not less than three-quarters of the lots in the Subdivision, provided, that no then-existing right, privilege or reservation in favor of the Declarant may be terminated without the prior written consent of the Declarant.

Witness the following signature and seal:

HIDDEN FARM ESTATES, LLC

By: Ivan M. Cowger, III
Ivan M. Cowger, III

STATE OF VIRGINIA,

COUNTY OF LOUISA, To-wit:

The foregoing instrument dated March 31, 2006, was acknowledged before the undersigned notary public in and for the jurisdiction aforesaid by Ivan M. Cowger, III, in his capacity as Manager of Hidden Farm Estates, LLC, on this 31st day of March, 2006.

My commission expires: January 31, 2009

[Signature]
Notary Public

HIDDEN FARM ESTATES SUBDIVISION

Amendment to Declaration

This Amendment to Declaration is made and entered into as of the 26 day of OCTOBER, 2009, by HIDDEN FARM ESTATES, LLC, a Virginia limited liability company, herein called "Declarant";

WITNESSETH:

Whereas, Article 16 of the Hidden Farm Estates Subdivision Declaration dated August 31, 2006, recorded in the Clerk's office of Louisa County, Virginia, on August 31, 2006, in Deed Book 1023, Page 389, provides for modification by the Declarant of the conditions and restrictions on any unsold lot, provided, that any further or modified condition or restriction shall not substantially adversely affect any right or obligation with respect to any other lot in the Subdivision; and

Whereas, the Declarant is the owner of 62 lots in the subdivision which remain unsold, namely: 1, 2, 5-7, 9-18, 20-23, 25-43, 45-60, 63-70; and

Whereas, the Declarant has determined that owners of subdivision lots will benefit from greater flexibility in choice of residence provided the same is subject to approval by the Environmental Control Committee.

NOW, THEREFORE, the Declarant does hereby amend Article 5 of the Declaration as it applies to the following lots: 1, 2, 5-7, 9-18, 20-23, 25-43, 45-60, 63-70, as shown on plat of survey made by William W. Webb, Jr., L.S., dated May 18, 2006, entitled "Hidden Farm Estates Subdivision" recorded in the aforesaid Clerk's office in Plat Book 8, Pages 2205-2211, to read as follows:

5. Type of Improvements; Construction Time for Improvements.
It is the intent of the Declarant that structures erected, altered or permitted to remain on any lot shall be a single family dwelling which may have a private garage designed for not more than three vehicles either (a) fully attached as an integral part of the dwelling, (b) attached to the dwelling by a connecting covered breezeway or walkway, or (c) detached from the dwelling, all of which collectively are referred to herein as the "residential structures." The exterior surface and roof of residential structures on a lot shall match in color and material. Additional structures, such as storage or accessory buildings may be

constructed on a lot only after the owner has submitted the plans therefor (as hereinafter set forth in Paragraph 6 to the Environmental Control Committee, herein called the "ECC", and the owner has received from the ECC written approval of the plans.

The base footprint of the dwelling on any lot shall have a minimum square footage of fully enclosed heated living area (excluding carports, porches, decks, breezeways, garages, and the like) as follows:

A. A single story dwelling must have a base footprint of one thousand (1,000) square feet of heated living area.

B. A story and one-half dwelling must have a base footprint of eight hundred sixty four (864) square feet of heated living area and an attached garage.

C. A two story dwelling must have a base footprint of seven hundred fifty (750) square feet.

For determining base footprint, an attached garage shall mean attached to either end of the dwelling so as to be an extension of the front elevation. All single story and story and one-half dwellings shall have either (a) at least one opposing roof line visible in the front elevation or (b) at least one elevation break (a different roof line height) visible in the front elevation. The maximum height of dwellings and other structures shall be as regulated by the zoning ordinance of Louisa County, Virginia. No dwelling or garage shall have less than a 5/12 roof pitch. All two story dwellings shall have either (a) at least one opposing roof line visible in the front elevation or (b) a covered porch or stoop with supporting posts visible in the front elevation. The maximum height of dwellings and other structures shall be as regulated by the zoning ordinances of Louisa County, Virginia. No dwelling or garage shall have less than a 5/12 roof pitch.


The remainder of Article 5 remains as originally stated.

These amendments shall control if any portion of the Declaration is in conflict with the terms of this amendment and to the extent the Declaration is not hereby amended, it shall continue in full force and effect.

****Signature page follows****

Witness the following signature and seal:

HIDDEN FARM ESTATES, LLC

by:  (SEAL)
Justin T. Boynton
Vice Operating Manager

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument dated _____, 2009,
was acknowledged before the undersigned Notary Public in and
for the jurisdiction aforesaid by Justin T. Boynton in his
capacity as Vice Operating Manager of Hidden Farm Estates,
LLC, on _____, 2009.

Notary Public

My Commission Expires:

Notary Identification No: