

**AMENDED CODE OF REGULATIONS OF
HUNTINGTON HILLS CIVIC ASSOCIATION, INC.
A NONPROFIT CORPORATION**

Article I. Name and Purpose

SECTION ONE: The name of the organization shall be the Huntington Hills Civic Association, Inc. (the "Association").

SECTION TWO: The purpose of the organization shall be to encourage and promote the general welfare of the community, and particularly the Huntington Hills subdivision located in Violet Township, Fairfield County, Ohio.

Article II. Membership

SECTION ONE: Membership in this Association is automatically assumed by the landowner(s) of each improved lot in Huntington Hills Subdivision. Improved lot defines "a lot on which has been constructed a single family residence." "Huntington Hills Subdivision" shall include future platted and developed sections of Hunting Hills, located in Violet Township (Sec. 1), Fairfield County, and Ohio.

SECTION TWO: Ownership of one (1) or more improved lots in Huntington Hills Subdivision by any individual, group, family, partnership, company, association, or corporation conveys the rights, privileges or obligations of one (1) membership for each improved lot owned.

SECTION THREE: The right to hold office in this Association as either an officer or member of the Board of Trustees is restricted to residents of Huntington Hills Subdivision who are members in good standing of this Association.

SECTION FOUR: The right to vote at general meetings is restricted to members in good standing qualifying under Sections One and Two. The vote may be exercised by any record owner of the lot, or by any individual designated in writing by any such record owner.

SECTION FIVE: Members may vote by absentee ballot by tendering their ballot in a sealed envelope to an Association Trustee or his other designate prior to the close of voting.

SECTION SIX: Each membership extended to an individual, group, family, partnership, company, association or corporation under Section One of this Article II shall have but one vote for each lot owned.

Article III. Dues.

SECTION ONE: Dues in the amount of FOURTY-FIVE DOLLARS (\$45.00) per year DUE MAY 1 shall be assessed each membership as classified in Article II, Section One, as may be amended from time to time based upon a vote of the Association membership pursuant to Article IX below. DUES PAID AFTER MAY 1 SHALL BE ASSESSED A TEN DOLLAR (\$10.00) LATE FEE, MAKING THE TOTAL DUES OWED FIFTY-FIVE DOLLARS (\$55.00).

SECTION TWO: Dues shall become payable on or before May 1 of the dues year. Dues are payable for each lot in Huntington Hills only once per year, regardless of a change in the lot owner during the dues year.

SECTION THREE: Memberships delinquent in payment of dues shall not be considered in good standing.

SECTION FOUR: To become reinstated as a member in good standing, dues assessed for the current year plus all back dues owned by the current lot owner(s), unless back dues are waived by the Board of Trustees, shall be paid in full.

SECTION FIVE: The Board of Trustees shall have the power to bring before the Association membership requests for special dues assessments in the event of emergency conditions requiring expenditure of funds not available in the Association treasury. Such special assessments shall require an affirmative vote of at least two-thirds (2/3) of the members voting in person or by proxy at any general meeting at which any such request for a special assessment is presented.

Article IV. Government.

SECTION ONE: All authority to manage to affairs of and to conduct the business of this Association shall be vested in a Board of Trustees consisting of five (5) members, elected pursuant to Article VI below.

SECTION TWO: All Trustees shall be elected by the general Association membership to serve two (2) year terms to fill the positions of the two (2) or three (3) Trustees leaving office in any given year.

SECTION THREE: All officers serving this Association shall be members of the Board of Trustees, be elected by said Trustees, and shall serve as officers of the Board of Trustees and of the Association for a term of one year. Association officers shall include a president, vice-president, recording secretary, corresponding secretary, and treasurer.

SECTION FOUR: The Board of Trustees shall have the authority, at the direction of the president, to create from its membership or from the Association membership at large such standing committees and temporary committees as are necessary for the orderly conduct of the business of the Association.

SECTION FIVE: The Board of Trustees shall have full authority to do all things necessary to keep the Association in an operating condition, including, but not limited to; the formulating and passing of resolutions deemed necessary to promote civic improvement and voice the views of the Association, the conduct of the fund raising activities in the interest of the community, the employment of counsel, and the expending of the funds of the Association as in their judgment is necessary and proper.

SECTION SIX: All actions taken by the Board of Trustees shall be considered as final and binding on the Association membership at large subject to the right of petition within thirty (30) days as specified in Article X, Section Three.

Article V. Meetings

SECTION ONE: A general meeting of the Association shall be held once each year during the month of May. This meeting shall be known as the annual meeting.

SECTION TWO: Additional general meetings of the Association may be called by resolution of the Board of Trustees or by petition to the Board by twenty percent (20%) of the full voting membership of the Association.

SECTION THREE: The Board of Trustees shall meet a minimum of one time during each month excepting June and July.

SECTION FOUR: Additional meeting of the Board of Trustees may be called by the president or by petition of any three (3) Trustees.

SECTION FIVE: All members present either in person or by proxy shall constitute a quorum for conducting business at a general meeting of the Association.

SECTION SIX: Unless specified otherwise, three (3) Trustees shall constitute a quorum for conducting business at a meeting of the Board of Trustees.

SECTION SEVEN: Roberts Rules of Order shall govern the conduct of business at all meetings of the Association and/or the Board of Trustees except as herein provided.

SECTION EIGHT: Written notice of any general meeting of the Association shall be mailed or delivered to each member's residence. Notice of any such meeting may be provided through the Huntington Hills newsletter, presently known as "The Holler." Notice must be delivered a minimum of thirty (3) days prior to said meeting. Any such notice shall describe the issues to be voted upon at any such general meeting.

Article VI. Election of Trustees and Officers.

SECTION ONE: Each year the president shall appoint a nominating committee consisting of not less than three (3) Association members in good standing.

SECTION TWO: The nominating committee shall be responsible for selecting a slate of candidates of at least one (1) but not more than three (3) to fill each pending vacancy on the Board of Trustees. The nominating committee shall be responsible to insure the selected candidates will meet the requirements for serving as Trustees and officers of this Association. The slate of candidates shall be submitted to the Board of Trustees in time to allow preparation of ballots to be included with the written notice of the annual meeting of the Association.

SECTION THREE: Voting for the Trustees shall take place at the annual meeting. Ballots may be cast by all voting members attending the annual meeting or by proxy. To cast a proxy ballot, a member must return it to an association trustee prior to the close of voting at the annual meeting in a sealed envelope signed on the outside by the voting member. Proxy ballots shall be opened and counted along with the ballots cast at the annual meeting.

SECTION FOUR: At the first meeting of the Board of Trustees following the annual meeting of the Association, the Board of Trustees shall conduct an election for new Association officers. The current president shall preside over the election.

SECTION FIVE: Nothing herein shall restrict any Trustee or officer from serving two continuous successive terms provided that he or she remains qualified and is duly elected. No Trustee or officer, however, may serve more than two (2) successive terms.

SECTION SIX: Vacancies on the Board of Trustees by reason of resignation, death, or expulsion shall be filled by appointment of the president with a confirming vote of two-thirds (2/3) of the remaining Board members. The president shall not vote on confirmation of said appointment. If a vacancy occurs in the presidency, the vice-president shall assume the presidency and appoint a replacement Trustee with a confirming vote of two-thirds (2/3) of the remaining Board members. The vacant vice-presidency thus created and vacancies occurring in any other office shall be filled by a special election presided at by the president.

SECTION SEVEN: An officer or Trustee of this Association may be removed from office by resolution of the Board adopted by Three-fifths (3/5ths) of its members or by a petition signed by fifty-one percent (51%) of the full voting membership of the Association.

Article VII. Duties of the Board of Trustees.

SECTION ONE: The duties of the Board of Trustees shall include, but are not limited to, such activities as are required to maintain the Association in a sound financial condition, to engage in necessary fund raising activities for the maintenance and development of the Association, and to develop policies within the community to assist its advancement.

SECTION TWO: The Board of Trustees shall maintain an accurate list of Association members and the status of each. The Board of Trustees shall publish a directory of Association members, at least biennially, to be distributed to all members in good standing.

SECTION THREE: The Board of Trustees shall publish a minimum of four (4) newsletters each year to be distributed to all members.

Article VIII. Duties of Officers.

SECTION ONE: President: The president shall preside at all meetings of the members and Trustees and have the general supervision over the business and affairs of the Association, and such officer shall be chief executive of the Association. The president shall make an annual report covering the business of the Association for the year and recommendations for the ensuring year.

The president shall act as chairman of the Board of Trustees and shall perform all duties imposed upon him or her as directed by the Board of Trustees; and such other duties as may be from time to time required of him or her by either the members of the Association or the Board of Trustees.

SECTION TWO: Vice-President: The vice-president shall assume and discharge the duties of the office of president in the absence of or disability of the president, or when called upon by the president to perform said duties.

In case both president and vice president are absent or unable to perform their duties, the members of the Board of Trustees as necessary may appoint a president pro tempore.

SECTION THREE: Recording Secretary: The recording secretary shall keep minutes of all proceedings of the members, all proceedings of this Association and make a proper record of the same which shall be attested by him or her. The recording secretary shall keep such other books as may be required by the Board of Trustees and/or the Association and shall be custodian of all records, documents, and the seal of the Association. He or she shall attend to the giving and serving of all notices required by these regulations of the Board of Trustees and shall perform such other duties as are incident to his or her office or are properly required of him or her by the Trustees.

SECTION FOUR: Treasurer: The treasurer shall have charge of all finances and see that they are safely deposited in a local bank approved by the Board of Trustees and shall report at each meeting of the Board of Trustees and the meetings of the Association with conditions of the finances of the Association with such recommendations as he or she may deem necessary for raising funds with which to carry on the activities of the Association. The treasurer shall be responsible for formulating an annual budget of the Association and shall be responsible for the collection of the annual dues of the Association. Checks shall be prepared by the treasurer and signed by any two (2) officers.

SECTION FIVE: Corresponding Secretary: The corresponding secretary shall have charge of all official correspondence from the civic association to all outside groups and organizations. The corresponding secretary shall also perform all duties imposed upon him or her as directed by the Board of Trustees.

Article IX. Amendments.

SECTION ONE: This Code of Regulations may be amended at any general meeting of the Association by a two-thirds (2/3) majority vote of the members voting either in person or by proxy.

SECTION TWO: All proposed amendments shall be submitted in writing to the voting membership a minimum of thirty (30) days prior to the general meeting at which voting is to take place. To cast a proxy ballot, it must be returned to an Association Trustee prior to the close of voting at the general meeting in a sealed envelope signed on the outside by the voting member.

Article X. General.

SECTION ONE: Nothing herein shall restrict the right of the membership of this Association from nominating and/or appointing committees to investigate, consult with or negotiate with the Board of Trustees upon matters of interest to the membership. However, nothing herein shall be construed as giving any such committee the authority to decide on or dictate to the Board of Trustees in the management of the affairs of this Association.

SECTION TWO: Nothing herein shall restrict the right of any member in good standing from voting on any matter at any general meeting of the Association either in person or by proxy. To cast a proxy vote, it must be returned to an Association Trustee prior to the close of voting on the issue in a sealed envelope signed on the outside by the voting member.

SECTION THREE: Nothing herein shall restrict the right of Association membership to petition against specific actions of the Board of Trustees. Such a petition will require the specific issue to be voted on by the general membership. Such petitions must be in

writing signed by a minimum of twenty-five percent (25%) of the voting membership and submitted to the Board of Trustees within thirty (30) days of passage of the specific action in question.

SECTION FOUR: This organization shall not endorse or encourage endorsement of persons engaged in county, township, city, state or national politics, nor shall the monies of the treasury be used in any manner or form for such political endeavors.

SECTION FIVE: This corporation shall not allow the monies in the treasury to be spent for anything other than furthering the purposes of the corporation, as said purposes are set out herein.

SECTION SIX: All books, records, and papers of the corporation, including the Articles of Incorporation and Regulations, shall, during reasonable business hours, be subject to inspection by any member, subject to reasonable rules concerning notice and care with which said books, records, and papers may be examined, which rules may be established and amended from time to time by the Board of Trustees. Copies of any record, document, or instrument to the corporation may be purchased by a member at such reasonable cost as from time to time established by the Trustees.

SECTION SEVEN: This Amended Code of regulations shall become effective upon at two-thirds (2/3) affirmative vote of the membership as provided by Article IX above.

Article XI. Maintenance of Property.

In conjunction with, and in addition to, the protective covenants of the Huntington Hills subdivision, which protective covenants are of record with the Fairfield County Recorder's office as follows: Huntington Hills section 1 at vol. 433, page 667, Huntington Hills section 2 at volume 451, page 606; Huntington Hills section 3 at vol. 466, page 718; Huntington Hills section 4 at vol. 473, page 452; Huntington Hills section 5 at vol. 476, page 251; Huntington Hills section 6 at vol. 482, page 593; and Huntington Hills section 7 at vol. 489, page 845; and in furtherance of the general plan for the maintenance, conservation, and beautification of all property located in Huntington Hills, and for the health, comfort, safety and general welfare of the residents and lot owners of Huntington Hills, the following additional regulations are enacted:

1. The protective covenants shall run with the land above described and shall be binding on the persons who are now or who may hereafter become owners of parts thereof, their heirs, successors, and assigns, for a period of twenty-five (25) years from the date hereof, and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the ten owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement of the protective covenants, and these regulations, shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
3. Invalidation of any of the protective covenants, or regulations, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. None of the lots conveyed and made subject to the Protective Covenants may be used except for residential purposes. No buildings shall be erected, placed, or permitted to remain on any lot other than one detached single family dwelling not exceeding two and one-half (2 ½) stories in height with an attached garage for not less than two (2) cars, and not more than three (3) cars. No detached garage, shed or storage building may be constructed on any premises herein described. NO OTHER DETACHED OUTBUILDING SUCH AS A PLAYHOUSE, GAZEBO, TUB ENCLOSURE OR DOG HOUSE EXCEEDING TWENTY-FIVE (25) SQUARE FEET SHALL BE CONSTRUCTED ON ANY LOT UNLESS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS DESCRIBED IN ARTICLE XI, SECTION 5.
5. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the site plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and planned structures, and as to location with respect to topography and finished grade elevation. No fence or walls shall be erected, placed, or altered on any lot nearer to any street than the front of the house constructed on said lot, unless approved by the Architectural Control Committee. Approval shall be as provided hereinafter. The architectural control committee shall be a standing committee of no less than three (3) lot owners appointed by the Huntington Hills civic association. A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member or members of the Committee, the remaining member or members shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant. At anytime, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from or restore to the Committee any of its powers and duties. The Committee's approval or disapproval as required in covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
6. The name of the builder to be employed in the construction of each structure shall be submitted to the Architectural Control Committee for its approval or disapproval before construction may be commenced and should be submitted at the time plans are submitted for approval.
7. No house may be constructed on any lot with a garage of minimum dimensions of less than 20' by 20'.
8. The ground floor areas of the main structure, exclusive of open porches or garages, shall have a minimum livable floor area of one thousand, two hundred (1,200) square feet for a one story house, plus attached garage. The floor area of any one and one-half (1 / 1 ½) story house, exclusive of basement, open porches

- or garages, shall have a minimum livable areas one thousand, two hundred (1,200) square feet. The upper level floor area of any bi-level house, exclusive of open porches or garages, shall have a minimum livable floor area of one thousand, two hundred (1,200) square feet and shall not have any portion of the attached garage under any livable floor area.
9. No building shall be located on any lot nearer than fifty (50) feet to the front lot line, and twenty-five (25) feet from the side street line in case of a corner lot, except that this building line requirement may be modified by the Architectural Control Committee upon application and a showing of hardship by reason of topography or other physical circumstances. No building may be located nearer than fifteen (15) feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.
 10. No lot shall hereinafter be subdivided into additional lots.
 11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat map.
 12. No noxious or offensive activity 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.
 13. No structure of a temporary character, trailer, basement, tent, shack, or garage shall be used on any lot at any time as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.
 14. No owner, part owner, member of a family or agent, or employee of owner or part owner of any lot, or guest or invitee of any owner or part owner, member of a family or agent, or employee of owner shall park any vehicle, except a passenger vehicle, on any street or lot in said subdivision for a period of more than two (2) consecutive hours where said vehicle is in view or can be seen from any street or other lot in the subdivision, except during the initial construction period of the structure on said lot.
 15. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
 16. No animals or livestock of any kind shall be raised, bred, or kept on any lot, including the breeding of dogs, except, however, that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained, for any commercial purpose.
 17. No lot shall be used or maintained as a dumping ground for rubbish or trash. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall be installed or operated.
 18. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements,

standards and recommendations of the public health authorities having jurisdiction. Approval of such systems as installed shall be obtained from such authority.

19. No building materials shall be stored on any lot for a period of more than thirty (30) days prior to the commencement of an improvement, or for more than fifteen (15) days after said improvement has been completed. All improvements to any lot shall be completed within a reasonable time, but said construction period shall in no event exceed six (6) months, except in the event of specific written approval by the Architectural Control Committee.

All lots must have a lawn of grass covering all open areas on the lot except to the extent that the lot has trees or commercially available bushes, shrubs, or other landscaping materials planted thereon.

No lot shall be used as a dumping ground for grass, soils, or other building materials.

The owner of any lot upon which soil or other landscaping materials has been dumped, or otherwise placed, which dumping or placement changes the original or natural grade of the lot shall, within sixty (60) days after the materials are placed on the lot, landscape the new grade and materials with commercially available plants or grass.

20. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the public health authorities having jurisdiction. Approval of such system as installed shall be obtained from such authority, prior to operation of said system.
21. All driveway approaches from the street to the front lot line shall be installed prior to commencement of construction of or excavation for the dwelling.
22. No fence nor any portion of any fence of any type shall be erected or placed on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In addition, no fence, hedge, or shrub planting which obstructs site elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines, extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.
23. Storm water drainage under each driveway approach shall be provided by reinforced concrete tile or galvanized pipe at least twenty-four (24) feet in length and of a diameter determined by the Architectural Control Committee. Driveways

on each lot shall be, prior to the first occupation by the residents of the house constructed on each said lot, hard surfaced with either concrete or asphaltic concrete (blacktop). There shall be placed no unpaved driveway, parking area, turnaround, or apron on any lot within the Huntington Hills subdivision. Every driveway, parking area, turnaround, apron and any other area on any lot used for the parking and/or travel of motor vehicles shall be paved with concrete or asphaltic concrete (blacktop).

24. No commercial vehicles, camper, boat, vacation vehicle, trailer, motorcycle, snow mobile, construction or like equipment, or mobile or stationary trailers of any kind, shall be permitted on any lot of the subdivision unless kept in a garage and completely enclosed. This restriction does not prohibit, however, the parking for an intermittent period not to exceed seventy-two (72) hours in any given month, for the purposes of loading, cleaning, or repairing such vehicle or boat.

No passenger motor vehicle shall be parked on or placed on any unpaved portion of any lot. "Unpaved" shall mean any portions of a lot which do not have concrete or asphaltic concrete (blacktop). This restriction does not prohibit, however, the parking for a temporary period not to exceed seventy-two (72) hours in a given month, for the purposes of loading, unloading, cleaning, or repairing said motor vehicle or for the purpose of performing repairs, maintenance, or construction to the paved portion of the of the lot.

No passenger motor vehicle shall be parked or placed on any lot outside the garage for more than seventy-two (72) hours in any given month, which does not have a valid license plate or registration or which is sitting on blocks or any other material other than its inflated tires.

No passenger or other motor vehicle shall be parked or placed outside of a garage with a tarp, canvas, plastic, or other material covering all or a major portion or the motor vehicle for more than seventy-two (72) hours in any given month.

25. No house may be erected on any lot in Huntington Hills subdivision unless there is installed in conjunction therewith an outside yard light of either gas or electric power. Such light shall be erected within twenty-five (25) feet of the front lot line. The owner of the aforementioned lot shall keep said light in good repair and working condition at all times and shall keep said light lit at all times between dusk and dawn.
26. There exists in the Huntington Hills subdivision a non-profit corporation, incorporated under the laws of the state of Ohio, known as Huntington Hills civic association, inc. The owner(s) of every lot in Huntington Hills Subdivision shall automatically become a member of said Association and remain a member for the duration of his or her ownership of said lot. Each subsequent owner of any lot or lots in the Huntington Hills Subdivision shall automatically become a member of said Association upon acquiring title, which membership shall continue for the duration of his or her ownership of said lot or lots.

The purpose of the above said Association shall be to promote the common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of present and future lot owners of Huntington Hills. Upon acceptance of delivery of a deed or contract for any lot in Huntington Hills, each and every lot owner shall automatically agree to be subject to the obligations and duly enacted code of regulations of the Huntington Hills Civic Association, Inc., and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or her, provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to one vote.

27. The Association, by vote or two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the property, and the health, comfort, safety, and general welfare of residents on said property; and all parts of said property shall at all times be maintained subject to such rules and regulations.
27. No surface water, storm drainage, roof drains, or any source other than sanitary facilities of the dwelling erected on any lots herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the lots in the subdivision. Every residence unit erected on a lot in the subdivision shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said sump pump shall be delivered to the storm drain ditch at the roadway upon which the lot fronts.
28. No sanitary facilities or waste water facilities, such as wash tubs, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.
29. A representative of the Huntington Hills Civic Association or the Architectural Control Committee shall have the right to, at any time, inspect all sanitary sewer taps and service laterals for service to any house erected on any lot in the subdivision.
30. The Huntington Hills Civic Association and/or the Architectural Control Committee reserve the sole and exclusive right, but do not assume the responsibility, to establish grade and slopes on the premises described herein and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same shall conform to a general plan.
31. The Huntington Hills Civic Association reserves the right, but does not assume the responsibility, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants, and condition herein contained, to enter the property upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Huntington Hills Civic Association and/or the Architectural Control Committee. A failure of the Huntington Hills Civic Association to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants, and conditions contained herein

shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further, or succeeding breach or violation thereof; and Huntington Hills Civic Association shall at any and all times have the right to enforce the same.

32. In any instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, drive or roadway, any such variance shall be deemed a violation of these restrictions.
33. Each owner of any lot or lots in Huntington Hills Subdivision accepts the same subject to all restrictions, conditions, covenants, reservations, and easements, and all said restrictions, conditions, covenants, reservations, rights, benefits and privileges of every character created or reserved, and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and insure to the benefit of such owner, in like manner as though the provisions of these Protective Covenants were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenants or provision herein contained shall give the Huntington Hills Civic Association the right (a) to enter upon the land upon which or as too which violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exists thereon contrary to the intent and meaning of the provisions hereof, and Huntington Hills Civic Association or its agents or representatives shall not thereby be deemed guilty of any manner of trespass, or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach. **IN THE EVENT THE HUNTINGTON HILLS CIVIC ASSOCIATION TAKES ACTION TO ADDRESS ANY VIOLATION OF ANY RESTRICTION, CONDITION, COVENANT, RESERVATION OR EASEMENT, THE LOT OWNER AND TENANT, IF ANY, OF THE LOT VIOLATING ANY RESTRICTION, CONDITION, COVENANT, RESERVATION OR EASEMENT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY AND ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE HUNTINGTON HILLS CIVIC ASSOCIATION.**
34. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages now or hereafter executed, encumbering any of the real property herein described; and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under the foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Code or Regulations.

35. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.
36. A violation of any of the rules and regulations adopted by the Huntington Hills Civic Association may be enjoined as herein provided.

The foregoing amended code of regulations of Huntington Hills Civic Association, Inc., a non-profit corporation, have been approved by the undersigned trustees and have been passed by a vote of more than two-thirds (2/3) of the Huntington Hills civic association members voting either in person or by proxy at the general meeting of the Huntington Hills civic association held on May 18, 1998.

This Amendment revises Article XI, Section 4 of the May 21, 1994 Code of Regulations as highlighted in "CAPITAL LETTERS"

This Amendment revises Article III, Section 1 of the Code of Regulations as highlighted in "CAPITAL LETTERS."

This Amendment revises Article XI, Section 33 of the Code of Regulations as highlighted in "CAPITAL LETTERS."