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Tax Map I.D.#'s
Attached on Exhibit "A"

AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE WYNDHAM FOREST HOMEOWNER'S ASSOCIATION, INC.

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WYNDHAM FOREST HOMEOWNER'S ASSOCIATION, INC. is made this 29 day of August, 2003, by HHHUNT/WYNDHAM DEVELOPMENT CORPORATION, a Virginia Corporation and successor-in-interest to Snyder Hunt/Wyndham Development Corporation (hereinafter referred to as a "Declarant" and "Grantor" for indexing purposes).

*****WITNESSETH*****

WHEREAS, by Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated May 20, 1998, and recorded in the Clerk's Office for the Circuit Court of Henrico County, Virginia in Deed Book 2808 at Page 1937, as amended, the Wyndham Forest Homeowner's Association, Inc. (the "Association") was established upon certain real property in Henrico County, Virginia more particularly described in said Declaration; and

WHEREAS, the Declarant still owns property described in Exhibit "B" of the amended Declaration;

WHEREAS, Article XIV, Section 2 of the Declaration provides that as long as it "still owns property described in Exhibits "A" or "B" for development as part of the Properties, the Declarant may unilaterally amend this Declaration for any other purpose";

WHEREAS, the Declarant desires to clarify certain provisions of the Declaration with respect to voting by the members, through amending the Declaration;

NOW, THEREFORE, pursuant to rights reserved by Declarant, and in accordance with Article XIV, Section 2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Article I, Section 10 of the Declaration shall be amended so that the amended version of Article I, Section 10 of the Declaration, in its entirety, provides as follows:

Section 10. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the

Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction or installation of infrastructure, original capital improvements, or other original construction costs unless approved by a majority of the total Class "A" votes of the Association.

2. Article I, Section 29 of the Declaration titled "Voting Group" shall be deleted in its entirety.

3. Article I, Section 30 of the Declaration titled "Voting Member" shall be deleted in its entirety.

4. Article IV, Section 2(a) of the Declaration shall be amended so that the amended version of Article IV, Section 2(a) of the Declaration, in its entirety, provides as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

Class "A" Members shall be entitled to one equal vote for each Unit in which they hold the interest and shall be entitled to vote on all matters requiring a vote of the membership in accordance with the Articles of Incorporation, Declaration and Bylaws and the Code of Virginia.

5. Article IV, Sections 3(a) and 3(b) of the Declaration shall be deleted in their entirety and replaced with the amended version of Article IV, Section 3 of the Declaration which, in its entirety, provides as follows:

Section 3. Neighborhoods. Every Unit shall be located within a Neighborhood as defined in Article I, Section 18 hereof. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit owners may all be members of another owners' association ("Neighborhood Association") in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium or otherwise as required by law.

6. Article VI, Section 3(b) of the Declaration shall be amended so that the amended version of Article VI, Section 3(b) of the Declaration, in its entirety, provides as follows:

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total Class "A" Members of the Association vote to decide within sixty (60) days after the casualty not to repair or reconstruct.

7. Article VI, Section 4 of the Declaration shall be amended so that the amended version of Article VI, Section 4 of the Declaration, in its entirety, provides as follows:

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against those Owners of Units responsible for the premiums for the applicable insurance coverage under Section 1 of this Article. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

8. Article IX, Section 2 of the Declaration shall be amended so that the amended version of Article IX, Section 2 of the Declaration, in its entirety, provides as follows:

Section 2. Annexation with Approval of Class "A" Membership. Subject to the consent of the owners thereof, the Association may annex real property other than that described on Exhibit "B" or which Declarant now owns or subsequently becomes the owner of, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority of the Class "A" Members of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

9. The introduction of Article XIII of the Declaration shall be amended so that the amended version of the introduction of Article XIII of the Declaration, in its entirety, provides as follows:

USE RESTRICTIONS

The Properties shall be used only for residential recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business or sales offices for the Declarant or the Association) as may more particularly be set forth in this Declaration and amendments hereto. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees, if any, until

and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the total Class "A" Members in the Association and by the Class "B" Member, so long as such membership shall exist.

10. The second paragraph of Article XIV, Section 2 of the Declaration shall be amended so that the amended version of Article XIV, Section 2 of the Declaration, in its entirety, provides as follows:

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the total Class "A" votes in the Association and the consent of the Class "B" Member, so long as such membership exists. In addition, the approval requirements set forth in Article XV hereof shall be met, if applicable.

11. Article XV, Sections 2(b), 2(c) and 2(d) of the Declaration shall be amended so that the amended versions of the Article XV, Section 2(b), 2(c) and 2(d) of the Declaration, in their entirety, provide as follows:

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval by vote of sixty-seven percent (67%) of the Class "A" Members and the approval of the Eligible Holders of the first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(c) Any election to terminate the Association under circumstances other than substantial destruction or a substantial taking in condemnation shall require the consent of at least sixty-seven percent (67%) of the Class "A" votes of the Members and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first Mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to a Mortgage are allocated.

(d) Any material amendment to the Declaration, By-Laws, or Articles of Incorporation of the Association shall require the consent of at least sixty-seven percent (67%) of the Class "A" votes of the Members and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a Mortgage held by an Eligible Holder are allocated. An amendment which changes the provisions for any of the following shall be considered material:

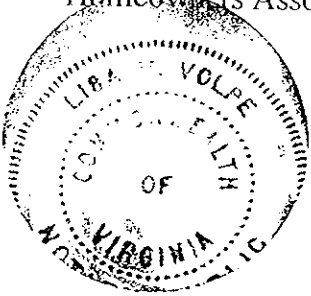
- Area;*
- (i) *voting rights;*
 - (ii) *assessments, assessment liens, or subordination of such liens;*
 - (iii) *reserves for maintenance, repair, and replacement of the Common*
 - (iv) *responsibility for maintenance and repair of the Properties;*
 - (v) *rights to use the Common Area;*
 - (vi) *boundaries of any Unit;*
 - (vii) *expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;*
 - (viii) *insurance or fidelity bonds;*
 - (ix) *leasing of Units;*
 - (x) *imposition of any right of first refusal or similar restriction of the right of any owner to sell, transfer, or otherwise convey his or her Unit;*
 - (xi) *establishment of self-management by the Association where professional management has been required by an Eligible Holder; or*
 - (xii) *any provisions included in the Declaration, By-Laws or Articles of Incorporation which are for the express benefit of holders, guarantors or insurers of first Mortgages on Units.*

12. The introduction to Article XV, Section 3 of the Declaration shall be amended so that the amended versions of the introduction of Article XV, Section 3 of the Declaration, in its entirety, provide as follows

Section 3. Additional Requirements. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the first Mortgagees or sixty-seven percent (67%) of the vote of the Class "A" Members consent, the Association shall not:

13. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment To The Declaration Of Covenants, Conditions And Restrictions For The Wyndham Forest Homeowners Association, Inc., this 29th day of August, 2003.



HHHUNT/WYNDHAM DEVELOPMENT CORPORATION, a Virginia Corporation
By: Daniel T. Schmitt, Vice President

[Signature of Daniel T. Schmitt]

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF HENRICO

do-wit:

I, Daniel T. Schmitt, a Notary Public in and for the jurisdiction aforesaid, so certify that the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for the Wyndham Forest Homeowner's Association, Inc. was executed and acknowledged before me this 29th day of August, 2003, by DANIEL T. SCHMITT, as Vice President of HHHUNT/WYNDHAM DEVELOPMENT CORPORATION, a Virginia corporation, on behalf of such corporation.

My Commission expires: 1/31/2005

[Signature of Lisa M. Volpe]
Notary Public

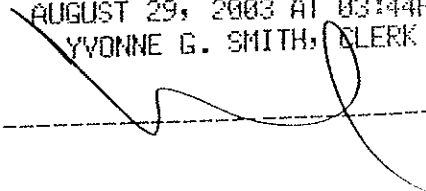
EXHIBIT "A"

10-5-A-10	10-5-E-5	10-6-A-2	10-6-B-27
10-5-A-11	10-5-E-200	10-6-A-3	10-6-B-28
10-5-A-12	10-5-C-11	10-6-A-4	10-6-B-29
10-5-A-13	10-5-C-12	10-6-A-5	10-6-B-30
10-5-A-14	10-5-C-13	10-6-A-6	10-6-B-31
10-5-A-15	10-5-C-14	10-6-A-7	10-6-B-32
10-5-A-16	10-5-C-15	10-6-A-8	10-6-B-33
10-5-A-17	10-5-C-16	10-6-A-9	10-6-B-100
10-5-A-18	10-5-C-17	10-6-A-10	10-6-B-101
10-5-A-19	10-5-C-18	10-6-A-11	10-6-B-102
10-5-A-20	10-5-C-19	10-6-A-12	10-6-B-103
10-5-A-21	10-5-C-201	10-6-A-13	10-6-B-29
10-5-A-22	10-5-A-24	10-6-A-14	10-6-C-1
10-5-A-23	10-5-A-25	10-6-A-15	10-6-C-2
10-5-B-7	10-5-A-26	10-6-A-16	10-6-C-3
10-5-B-8	10-5-A-27	10-6-A-17	10-6-C-4
10-5-B-9	10-5-A-28	10-6-A-18	10-6-C-5
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10-6-D-20	10-6-D-28	10-5-F-5	10-6-B-35
10-6-D-21	10-6-D-100	10-5-F-6	10-6-B-36
10-6-D-22	10-6-D-101	10-5-F-7	10-6-B-104

INSTRUMENT #067170
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY ON
AUGUST 29, 2003 AT 03:44PM
YVONNE G. SMITH, CLERK

BY:  (DC)