

**SUPPLEMENTARY DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
RUNNING MAN, SECTION FIVE-A**

THIS SUPPLEMENTARY DECLARATION, made on the date hereinafter set forth by Running Man Development Company Two,, a limited partnership created and existing under the laws of the Commonwealth of Virginia', hereinafter referred to as "Developer."

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Running Man, Section Two, dated March 5, 1984, has been recorded affecting, Running Man, Section Two in Deed Book 395, page 83, in the Clerk's Office of the Circuit Court of York County, Virginia; and

WHEREAS, pursuant to Article II of the aforementioned Declaration of Section Two, Developer desires to subject certain additional property owned by it to the aforementioned Declaration; and

WHEREAS, Developer as the owner of the additional property, more particularly described on Exhibit "A" attached hereto and made a part hereof, desires to perpetuate the Running Man residential community (the "Community") with open spaces, and other common facilities created in Running Man, Section Two for the benefit of the Community and continue to provide for the preservation of the values and amenities of the Community and for the maintenance of said open spaces and common facilities; and, to this end, desires to subject the real property described on Exhibit "A," together with such additions as may hereafter be made thereto (as provided for later in this Declaration), to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of property described on Exhibit "A" and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for efficient preservation of the value and amenities of the Community, to create 'an agency to which should be delegated and assigned, powers of, maintaining 'and administering Community properties and facilities and

administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created; and

WHEREAS, there has been incorporated under the laws of the Commonwealth of Virginia, as a nonprofit corporation, the Running Man Community Association, Inc. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the above described real property and such additions thereto as may hereafter be made pursuant to this Declaration, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as “Covenants” and “Restrictions”) hereinafter set forth.

ARTICLE I DEFINITIONS

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

(a) “Association” shall mean and refer to Running Man Community Association, Inc., its successors and assigns.

(b) “Board of Directors” shall mean the then duly elected Board of Directors of the Association.

(c) “Committee” shall mean and refer to the Running Man Architectural Control Committee sometimes herein called RMACC or ACC.

(d) “Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. ‘

(e) “Declaration” shall, mean these covenants, conditions and restrictions, as the same may from time to time be amended.

(f) “Developer” shall mean and refer to the Running Man Development Company Two, a Virginia limited partnership, its successors and assigns if such successors or assigns should acquire all undeveloped property from the Developer for the’ purpose of development. ‘

(g) “FHA” shall mean the United States Department of Housing and Urban Development.”

(h) “Living Unit” shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

(i) “Lot” shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

(j) “Member” shall mean and refer to all those owners who are members of the Association as provided in Article III hereof.

(k) “Occupant” shall mean and refer to the occupant of a Living Unit who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

(l) “Owner” shall mean and refer to, the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, or annexations thereto, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

(m) “Parcel” or “Parcels” shall mean real property other than Properties to be later brought within the jurisdiction of the Association.

(n) “Properties” shall mean and refer to that certain real property hereinabove described, included in Running Man, Section Two, Running Man Section Three-A, Running Man Section Three-B, and Running Man Section Four, Running Man Section Five-A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(o) “Retention Basin” shall mean a retention or holding basin, for regulation of storm drainage outflow from the Properties into the York County or State drainage systems.

(p) “Supplementary Declaration” shall mean any declaration of covenants, conditions, and restrictions, which may be recorded by the Developer which extends the provisions of this Declaration to a Parcel and contains such complimentary provisions for such Parcel as are herein required by this Declaration.

(q) “VA” shall mean the Veterans Administration of the United States of America.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Existing Property: The real property which is and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in the County of York, Virginia, and more particularly described on said Exhibit "A."

Section 2. Additions to Existing Property: Additional Parcels may become subject to this Declaration in the following manner: ‘

(a) Additional Parcels within the area described in Deed Book 87, page 466, Deed Book 111, page 232, Deed Book 135, page 537, Deed Book 149 page 27, Deed Book 203, page 557, Deed Book 220, page 466, Deed Book 223, page 653, Deed Book 223, page 655, Deed Book 231, page 362, Deed Book 241, page 26, Deed Book 254, page 307, Deed Book 313, page 164, Deed Book 368, page 822, Deed Book 368, page 827, and Deed Book 371, page 740, in the Clerk's Office of the Circuit Court of York County, Virginia, and containing approximately 505 acres may be annexed by the Developer without the consent of the members within ten (10) years of the date of recording this instrument provided that the FHA or VA (i) determine that the annexation is in accord with the general plan theretofore approved by them, or (ii) otherwise approve such annexation.

(b) The Supplementary Declaration as to annexed Properties may contain such supplementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Parcels and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration as those covenants apply to the Properties.

(c) After termination of the Class B Membership, upon approval in writing of the Association, pursuant to a vote of 2/3 of the Class A Members, the owner of any Parcel who desires to add it to the scheme of this Declaration and subject It to the jurisdiction of the Association may execute and record a Supplementary Declaration in the same manner and subject to the same restrictions as set out in Subsection (b) of this Section.

(d) Mergers. Upon a merger or consolidation of the Association with another association, its Properties, Common Areas, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Properties, Common Areas, rights and obligations of another association may, by operation of law, be added to the Properties, Common Areas, rights and obligations of the Association as a surviving corporation or association pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties and annexations thereto, together with the Covenants and Restrictions established upon any other Properties as one scheme. No such merger or consolidation, however, shall affect the revocation, change or addition to the Covenants established by this Declaration within the Properties except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. 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 shall be a Member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two, (2) classes of voting Membership:

Class A. Class A Members shall be all Owners with, the exception of the Running Man Development Company Two (the Developer) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Members shall be the Developer (as defined in this Declaration) and shall be entitled to three (3) votes for each Lot owner. The Class B Membership shall cease and be converted to Class A Membership on the happening of, either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership equal the total votes' outstanding in the Class B Membership; or - .

(b) on December 31, 1990, at which time Class B Membership (then existing or .created in the future as the result of annexation of additional Property or Properties as provided in this Declaration) shall be" converted to Class A Membership.

Section 3. Management of Association: The affairs of the Association shall be managed by a Board of Directors, who need not be Members of the Association. In the absence of a By-Law fixing the number of Directors, the number shall be three (3).

Section 4. The Board of Directors may establish Associate Memberships in the Association. The Board of Directors shall, in its sole discretion, determine the rights and privileges of and the eligibility and conditions for such Association Membership.

ARTICLE IV

COMMON AREA AND PROPERTY RIGHTS IN THE COMMON AREA

Section 1. The Common Area to be owned by the Association at the time of conveyance of the first Lot is described on Exhibit "B" attached and made a part of the Declaration of Covenants of Running Man, Section Two, recorded in Deed Look 395, page 83, in the Clerk's Office of the Circuit Court of York County, Virginia.

Section 2. Member's Easements of Enjoyment: Subject to the provisions of Section 3, every Member shall have a right arid easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 3. Extent of Member's Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to borrow money, and with the assent of more than two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property in connection with the affairs of the Association:

(b) The right of the Association to take such steps as reasonably necessary to protect the Common Area against foreclosure;

(c) The right of the Association to establish and publish reasonable rules and regulations governing use of all or part of the Common Area; to suspend enjoyment rights of any Member for a period not to exceed 60 days for any infraction of such published rules and regulations; and to suspend enjoyment rights of any Member for any period during which any assessment remains unpaid;

(d) The right of the Association to charge reasonable admission fees to the recreational facilities which may be established within the Common Area.

(e) The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority or utility for public utility purposes and subject to such conditions as determined by the Class B Member or, after the Class B Membership has terminated, by 'two-thirds of the Class A Members who are voting in person or by proxy in a meeting duly called for this purpose, written notice of which shall set forth the purpose of the meeting.

Section 4. Damage or Destruction of Common Area by Owner: In the event any Common Area is damaged or destroyed by an .Owner or his tenants or any of their guests, licensees, agents or members of their families, the Owner does hereby authorize the Association to repair such damaged area. The costs of such repairs shall become a Special, Assessment upon the Lot of such Owner.

Section 5. THERE IS NO OBLIGATION STATED OR IMPLIED THAT THE DEVELOPER IS OBLIGATED IN ANY WAY TO DEDICATE ANY ADDITIONAL LAND OR COMMON AREA, OR TO CONSTRUCT ANY IMPROVEMENTS ON ANY COMMON AREA PRESENTLY OR SUBSEQUENTLY DEDICATED.

ARTICLE V

COVENANT FOR MAINTENANCE & ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by

acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot(s) at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his 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 Owners and Occupants of the Properties through the ownership, improvement, operation and maintenance of the Common Areas, as well as the cost of operating and maintaining street lighting' (even though located within a street or road right of way), Retention Basis, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof. The maintenance of the Common Areas shall include, but not be limited to, the maintenance and repair of serpentine walls located on easements affecting lots adjacent to entrance roads and care and maintenance of grounds between the outside or street side of the serpentine walls and lot lines.

Section 3. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy—three and 50/100 Dollars (\$73.50) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first, Lot to an Owner, the maximum annual assessment, without a vote of the

membership, may be increased each year not more than the greater of (1) five percent (5%) above the maximum sum for the previous year or (2) the sum obtained which bears the same ratio to the "All Items Figure" for all Urban Consumers, Washington, D.C. average of the Consumer Price Index (CPU-U) at the time of such increase, as Seventy-three and 50/100 Dollars (\$73.50) bears to such figure as of January 1 of the year immediately following such conveyance of the first Lot as aforesaid. In the event the U.S. Department of Labor later alters the basis upon which the Consumer Price Index figures are computed, such alteration shall be taken into consideration in arriving at the sum referred to in this paragraph.

(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 above or reduced below the amount permitted in Paragraph (a) of this Section 3 by a vote of at least two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting of the Board of Directors duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum' as determined above.

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; reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related' thereto, provided that any such assessment shall have the assent of at least two-thirds (2/3) of votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 & 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 Shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of

proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis, except that any such periodic basis shall be applied uniformly to all Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a lot by the Developer to a third party. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual, assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If any such assessment or installment due with respect to a Lot is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the judgment rate of interest in effect from

time to time as established by law in the Commonwealth of Virginia; provided, however, that the Board of Directors may waive such interest for good cause shown. The Association may bring any action at law or in equity against the, Owner personally obligated to pay the same and may also foreclose the lien against the lot. The above remedies shall be cumulative, and any action against the Owner for delinquent assessments shall not affect the, lien, of such assessments against the Lot until any judgment or decree resulting therefrom has been satisfied. Upon default in the payment of any one or more installments of an annual assessment, the Association may declare the entire balance of such annual assessment due and payable in full, along with interest and costs of collection, including reasonable attorney's fees, which shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by none-use of the Common Area or abandonment of his Lot. Voting rights appurtenant to a Lot shall be automatically suspended for the entire period during which the assessment or installment due with respect to such Lot is delinquent for thirty (30) days or more after the due date.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not, affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. **NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY OR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.**

Section 10. Exempt Property. The following property subject, to this Declaration shall be exempt from the assessment created herein:

- (a) all properties devoted to public use conveyed to or dedicated to and

accepted by a local public authority or municipality; and (b) the common area. However, anything herein to the contrary notwithstanding, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI GENERAL PROVISIONS

Section 1. Land Use and Building Type: No Lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed three (3) stories in height and a private garage and other improvements as are permitted and approved as provided in Section 3 of this Article. Exemptions: Buildings and other structures for Common Area, recreation, pumping stations arid areas within future annexed property, which may be allotted for. Owner's vehicle and boat storage.

Section 2. Dwelling Requirements. No dwelling shall be constructed on any Lot unless the area of the main structure meets with the following requirements:

(a) One story dwellings shall have a minimum of 1,000 square feet exclusive of open porches and garages.

(b) Split-level dwellings shall have a minimum of 1,000 square feet on the ground floor, exclusive of open porches; patios, carports, and garages having no living quarters above them. The ground floor shall consist of the lower floor levels of the dwelling.

(c) One and one-half (1-1/2) story dwellings shall have a minimum ground floor area of not less than 900 square feet, and a second floor area of not less than 400 square feet, exclusive of open porches and garages.

(d) Two story dwelling shall have a minimum ground floor area of not less than 700 square feet and .a second floor area of not less than 700 square feet, exclusive of open porches and garages.

(e) In no event, however, shall the foregoing area requirements be less than those required by the applicable zoning ordinance of the County of York, Virginia.

Section 3. Architectural Requirements and Review by Architectural Control Committee.

(a) No building, garage, accessory building, outbuilding, fence nor any addition to existing buildings, garages, accessory buildings or fences, nor any other structure, pole, radio or television antenna or transmitter mast or tower, except structures permitted under the provisions of Paragraph 7 of these restrictions, shall be erected or permitted to remain upon any Lot in the subdivision, unless the plans and specifications for the same (two copies), a plat showing placement of the building or structure upon the lot (two copies), and such additional information as to exterior materials and architecture (two copies) as may be called for by the Running Man Architectural Control Committee (hereinafter referred to as "Committee") have been signed by the Committee and , approved' by it in writing. In order to help ensure variety of exterior design, the plans for all dwellings shall be labeled with a name, with alternate exterior designs plainly labeled as to which alternate shall be used on each lot. Any major redesigns of dwelling plans previously approved shall be further labeled as "Mark I," "Mark II," etc., to differentiate them from former designs of the same name. The Committee shall, if the said plans, specifications, plat and other information be approved, return one copy of all documents filed to the party filing the same, with the approval thereof endorsed upon each and signed by the Chairman, Vice-Chairman or designee of the Committee. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to and receipted for with date by a member of the Committee, or a designee of the Committee, approval will be deemed to have been granted as submitted and this requirement will be deemed to have been fully complied with. The necessary. documentation to be submitted to the Committee for approval shall be delivered or mailed to the Running Man Architectural Control Committee, c/o Harrison & Lear, Inc., 2310 Tower Place, Hampton, Virginia, 23666, until such time as an Owner is billed for assessment by the Association, and thereafter submissions shall be delivered or mailed to the Committee at the address shown on the latest assessment statement.

(b) The Committee shall consist of no less than three nor more than five members elected, reelected, and removed by the Board of Directors under such rules and bylaws as may be prescribed by the Association. Until such time as the development of Running Man is completed, including parcels which are annexed, but not later than ten (10) years following the

date of recording this instrument, there shall be a separate Committee for each section of Running Man as shown on a recorded sub division plat. The members of each Committee shall be Owners in the subdivision section over which that Committee has jurisdiction. Upon completion of the Running Man development, as above' defined, the Board of Directors may (but shall not be required to) appoint one committee for the entire development.

(c) The standards to be applied by the Committee shall be determined and/or changed from time to time as it, in its sole discretion, shall determine, with the general standards to be applied being calculated to ensure harmony and variety of exterior design, appearance, materials, and placement of building and structures within the subdivision.

Section 4. Building Location: The front, of each numbered Lot shown on the subdivision plat of Running Man SECTION FOUR is indicated by the "30' Minimum Building Setback Line" set forth thereon. No dwelling shall be located on any Lot shown upon the said plat, unless the front of the said dwelling faces the front of the Lot upon which it is located, nor shall any building be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. No dwelling shall have a street address or number designating Running Man Trail. There shall be a side yard along each side of each dwelling and the sum of the sides 'thereof shall not be less than twenty-five percent (25%) of the Lot's width measured at the building setback line. The minimum width of any such side yard shall be ten percent (10%) of the Lot's width except that if the total required width of the two side yards is 25' or more, one need not be more than ten (10) feet in width. There shall be a rear yard having a depth of not less than twenty-five (25) feet; the required depth of the rear yard shall be increased by an area equal to one—third of the rear yard's depth over seventy—five (75) feet; however, no such rear yard need be more than thirty-five (35) feet in depth. Every, rear yard shall extend to and measured from the rearmost portion of the main building. No garage building shall be more than two stories in height nor cover more than twenty percent (20%) of the rear yard; no detached garage building or other dependency shall be located closer than five (5) feet to the rear property line nor closer than three (3) feet to the side property line.

For the purpose of this covenant, eaves, steps, chimneys, and open porches, excepting side porches, shall not be considered as a part of a building, provided, however, that this shall not

be construed to permit any portion of a building on a Lot to encroach upon another' Lot.

The minimum setback requirements for buildings as described above in ,this Section 4 shall, in no event, be less than those distances required under the applicable zoning ordinances of the County of York, Virginia.

Section 5. Sewage Disposal. Every dwelling constructed within the subdivision shall be connected to the public sewage disposal system.

Section 6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision.

Section 7. Underground Electrical, Gas, Telephone, and Cable TV Service. Neither poles nor other structures for the carrying or transmission of electric power or telephone service, nor any electric or telephone line or cable, elevated or carried above the surface of the land or ground, and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed or permitted to remain upon either: ' (a) any Lot in the subdivision, or (b) in or upon any street, alley, sidewalk, curb, gutter or easement or right of way included within the subdivision. All electric, telephone, gas line and cable TV service facilities constructed or placed within the subdivision, unless completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed or placed beneath the surface of the land in the subdivision.

The provisions of this Section 7 shall not apply to elevated or overhead power transmission or communication systems presently in existence or for which easements have been granted at or prior to the date of recordation hereof, or street lights supported by columns, or transformer boxes and containers for electrical or other equipment used in connection with providing electric, gas, cable TV or telephone service to permitted structures within the subdivision, so long as such transformer boxes or containers do not project more than five (5) feet above the surface of the ground and so long as such street lights and the columns supporting them and such transformer boxes and containers are not attached directly to electric or telephone wires and cables elevated 'above the surface of the ground; nor shall the provisions of this Section 7 apply to electric or telephone wires and cables, elevated above the surface of the

ground, but attached throughout their exposed or elevated length to the side of some building or structure permitted under the provisions of these restrictions.

Section 8. Waiver of Restrictions:

(a) The requirements of Sections 3, 4 and 7 of this Article VI may be waived as to any individual Lot or structure; by the unanimous vote of the BHACC or its successor appointed by the Association; provided, however, that no such waiver shall be granted by the Committee unless: (1) the duly constituted and appointed authorities of York County, Virginia shall, have first certified to the Committee in writing that the construction for which, a waiver of restrictions is sought is either not in violation of the ordinance of the County, or that a proper and valid variance has been granted by the County to correct or allow any existing or proposed violation of the applicable ordinance, as to the particular Lot and construction in question, and (2) the Committee, by unanimous vote of all its members determines that such waiver, if granted, adversely affects neither the value of the property in the subdivision nor the general appearance of the subdivision.

(b) The granting or denial of a waiver by the Committee under this Section 8 of these restrictions shall be a matter solely within the discretion of the Committee, and neither the Committee, nor any of its members, jointly or individually, shall be subject to any liability to any persons or organization whatsoever as a result of any action or inaction of the Committee.

Section 9. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereof which may be or may become an annoyance to the neighborhood.

Section 10. Fences: Except for the serpentine walls located in easements of any section of the Running Man Development no fence shall be erected on any Lot nearer to a street than the minimum front setback line shown on the recorded plat or forward of the front of the house situated on the Lot. No chain link fences shall be used facing streets unless shielded from sight by trees and/or shrubs.

Section 11. Temporary Structures, Trailers, Etc: No mobile home, trailer, recreational vehicle, camper or tent shall be used on any Lot at any time as a residence either temporarily or permanently. Pickup trucks over 3/4 ton capacity, recreational vehicles, boats, and boats on trailers must be garaged or parked in Owner's rear yard shielded from public view with shrubs and/or 'landscape fences. Fences and landscape screening are subject to architectural review and approval. None of the above mentioned vehicles shall be parked on streets in' the subdivision.

(a) No trucks over 3/4 ton or commercial vehicles larger than 3/4 ton pickup trucks may be parked on streets or in front yards beyond time needed for them to carry out their objectives for being present.

(b) No unlicensed or inoperable vehicles shall be permitted to remain in subdivision.

(c) Developer's vehicles, such as trucks and tractors, may be parked overnight within the developing sections until such time as their work in said section is completed.

Section 12. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other similar household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 13. Signs: No sign of any kind shall be displayed to the public view on any Lot, except one professional name plate of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, and/or signed used by a Builder or the Developer to identify the property during the construction period. This provision does not apply to signs used by the Developer or its agent in identifying and promoting the subdivision itself.

Section 14. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition to the rear of the dwelling concerned.

Section 15. Sight Distance at intersections: Except for the serpentine walls located in the easements of ‘any section of the Running Man Development, no wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations are to apply on any Lot within ten feet from the intersection of ‘a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage-line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 16. Culverts and Driveways: Culverts shall be installed under driveways leading from the street upon which their Lots front (except corner Lots driveways must lead to a side street) in strict accordance with the Virginia Department of Highways and Transportation standards. No driveways serving dwellings shall be located on Running Man Trail.

All driveways and parking areas on the Lots will be concrete, bituminous concrete (premixed asphalt), paving blocks, or other surfaces that might be approved from time to time by the Committee from garage (or house) to street, including entrance apron over culvert, as shown on Exhibit “B” attached hereto.

ARTICLE VII ENFORCEMENT

The County of York, Virginia, the Developer, the Running Man Community Association, the RMACC, 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 County, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VIII
SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE IX
AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from March 5, 1984, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy—five percent (75%) of the Lot Owners. Any amendment must be recorded.

ARTICLE X
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of FHA or the VA: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

EXHIBIT “A”

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being all numbered lots (Lots 1 through 15, both inclusive), as shown on that certain plat entitled, "Subdivision Plat of Running Man Section Five-A, County of York, Virginia" dated January 19, 1990, made by Davis & Associates, Land Surveyor - Planner, and duly recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia in Plat Book 11, Page 213.