

**Amended, Restated, and Consolidated Declaration of Covenants, Conditions,  
and Restrictions  
For  
Running Man Community Association, Inc.**

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\*note: client elected to have document be based off its current template, rather than legal  
counsel's form template

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**Amended, Restated, and Consolidated Declaration of Covenants, Conditions,  
and Restrictions  
For  
Running Man Community Association, Inc.**

THIS AMENDED, RESTATED, AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RUNNING MAN COMMUNITY ASSOCIATION, INC. ("Amended, Restated, and Consolidated Declaration") is made this \_\_\_ day of \_\_\_\_\_, 2022 by **RUNNING MAN COMMUNITY ASSOCIATION, INC.**, a Virginia nonstock corporation (the "Association") [note to Clerk: index as both grantor and grantee].

A. By instrument entitled "Declaration of Covenants, Conditions and Restrictions Running Man, Section Two", dated March 5, 1984, and recorded in Deed Book 395, Page 83 in the Clerk's Office of the Circuit Court of the County of York, Virginia (the "Clerk's Office"), Running Man Development Company, a limited partnership organized under the laws of the Commonwealth of Virginia, as declarant ("Section Two Declarant") submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein ("Section Two Declaration");

B. By instrument entitled "Supplementary Declaration of Covenants Conditions and Restrictions Running Man, Section One-A", dated August 16, 1995, and recorded in the Clerk's Office in Deed Book 859, Page 823, Running Man – Abbitt Venture, L.C., a limited liability company organized under the laws of the Commonwealth of Virginia, as declarant ("Section One-A Declarant") submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (as amended, "Section One-A Declaration") [note: the Section One-A Declaration was amended by that certain instrument entitled Amendment to Supplementary Declaration of Covenants Conditions and Restrictions Running Man, Section One-A, dated September 19, 1995, and recorded in the Clerk's Office in Deed Book 864, page 133];

C. By instrument entitled "Supplementary Declaration of Covenants Conditions [sic] and Restrictions Running Man, Section One-B", dated September 26, 1996, and recorded in the Clerk's Office in Deed Book 917, Page 156, Running Man – Abbitt Venture, L.C., a limited liability company organized under the laws of the Commonwealth of Virginia, as declarant ("Section One-B Declarant") submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein ("Section One-B Declaration");

D. By instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Running Man, Section Three-A", dated January 24, 1986, and recorded in the Clerk's Office in Deed Book 432, page 835, Running Man Development Company, a limited partnership organized under the laws of the Commonwealth of Virginia, as declarant ("Section Three-A Declarant") submitted certain real property more particularly described therein to the

covenants, conditions, restrictions, easements, and liens contained therein (“Section Three-A Declaration”);

E. By instrument entitled “Supplementary Declaration of Covenants, Conditions and Restrictions Running Man, Section Three-B”, dated November 20, 1986, and recorded in the Clerk’s Office in Deed Book 461, page 669, Running Man Development Company, a limited partnership organized under the laws of the Commonwealth of Virginia, as declarant (“Section Three-B Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (as amended, “Section Three-B Declaration”) [note: the Section Three-B Declaration was revised and amended on November 6, 1986 by the Section Three-B Declarant, which revised and amended version was recorded in the Clerk’s Office in Deed Book 521, Page 819];

F. By instrument entitled “Supplementary Declaration of Covenants Conditions [sic] and Restrictions Running Man, Section Four”, dated October 7, 1988, and recorded in the Clerk’s Office in Deed Book 538, Page 56, Running Man Development Company Two, a limited partnership organized under the laws of the Commonwealth of Virginia, as declarant (“Section Four Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Four Declaration”);

G. By instrument entitled “Supplementary Declaration of Covenants Conditions [sic] and Restrictions Running Man, Section Four-B”, dated September 8, 1993, and recorded in the Clerk’s Office in Deed Book 725, Page 790, The Kicotan Co., Inc., a corporation organized under the laws of the Commonwealth of Virginia, as declarant (“Section Four-B Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Four-B Declaration”) [note: the Section Four-B Declaration was later amended by that certain instrument entitled Amendment to Supplementary Declaration of Covenants Conditions and Restrictions Running Man, Section Four-B, dated September 8, 1993, and recorded in the Clerk’s Office on November 4, 1993 as instrument number 930017060, at Deed Book 757, Page 411];

H. By instrument entitled “Supplementary Declaration of Covenants Conditions [sic] and Restrictions Running Man, Section Five-A”, dated June 13, 1990, and recorded in the Clerk’s Office in Deed Book 585, Page 16, Running Man Development Company Two, a limited partnership organized under the laws of the Commonwealth of Virginia, as declarant (“Section Five-A Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Five-A Declaration”);

I. By instrument entitled “Supplementary Declaration of Covenants Conditions [sic] and Restrictions Running Man, Section Five-B”, dated March 28, 1991, and recorded in the Clerk’s Office in Deed Book 608, page 794, Running Man Development Company Two, a limited partnership organized under the laws of the Commonwealth of Virginia, as declarant (“Section Five-B Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Five-B Dec-

laration”);

J. By instrument entitled “Supplementary Declaration of Covenants Conditions [sic] and Restrictions Running Man, Section Five-C”, dated October 28, 1992, and recorded in the Clerk’s Office in Deed Book 692, page 250, Running Man – Abbitt Venture, L.C., a limited liability company organized under the laws of the Commonwealth of Virginia, as declarant (“Section Five-C Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Five-C Declaration”);

K. By instrument entitled “Supplementary Declaration of Covenants Conditions [sic] and Restrictions Running Man, Section Five-D”, dated June 24, 1994, and recorded in the Clerk’s Office in Deed Book 802, Page 838, Running Man – Abbitt Venture, L.C., a limited liability company organized under the laws of the Commonwealth of Virginia, as declarant (“Section 5-D Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Five-D Declaration”);

L. By instrument entitled “Supplementary Declaration of Covenants Conditions [sic] and Restrictions Running Man, Section Six-A”, dated September 22, 1993, and recoded in the Clerk’s Office in Deed Book 749, Page 1, Running Man – Abbitt Venture, L.C., a limited liability company organized under the laws of the Commonwealth of Virginia, as declarant (“Section Six-A Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Six-A Declaration”);

M. By instrument entitled “Supplementary Declaration of Covenants Conditions [sic] and Restrictions Running Man, Section Seven-A”, dated February 3, 1999, and recorded in the Clerk’s Office in Deed Book 1071, Page 35, Running Man Development Company Three, L.L.C., a limited liability company organized under the laws of the Commonwealth of Virginia, as declarant (“Section Seven-A Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Seven-A Declaration”);

N. By instrument entitled “Supplementary Declaration of Covenants, Conditions and Restrictions Running Man, Section Seven-B”, dated November 1, 1999, and recorded in the Clerk’s Office as Instrument No. 990019048, Running Man Development Company Three, L.L.C., a limited liability company organized under the laws of the Commonwealth of Virginia, as declarant (“Section Seven-B Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Seven-B Declaration”);

O. By instrument entitled “Supplementary Declaration of Covenants, Conditions and Restrictions Running Man, Section Nine-A”, dated August 6, 2001, and recorded in the Clerk’s Office as Instrument No. 010013425, Running Man Development Company Four, L.L.C., a limited liability company organized under the laws of the Commonwealth of Virginia, as declarant

(“Section Nine-A Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Nine-A Declaration”);

P. By instrument entitled “Supplementary Declaration of Covenants, Conditions and Restrictions Running Man, Section Nine-B”, dated July 15, 2002, and recorded in the Clerk’s Office as Instrument No. 020015228, Running Man Development Company Four, L.L.C., a limited liability company organized under the laws of the Commonwealth of Virginia, as declarant (“Section Nine-B Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (as amended, “Section Nine-B Declaration”) [note: the Section 9-B Declaration was amended by the instrument entitled “Corrected Supplementary Declaration of Covenants, Conditions and Restrictions Running Man, Section Nine-B”, dated July 15, 2002, and recorded in the Clerk’s Office on August 16, 2002 as instrument number 020016666].

Q. By instrument entitled “Supplementary Declaration of Covenants, Conditions and Restrictions Running Man, Section Nine-C”, dated March 13, 2003, and recorded in the Clerk’s Office on February 27, 2004 as Instrument No. 040003942, Running Man Development Company Four, L.L.C., a limited liability company organized under the laws of the Commonwealth of Virginia, as declarant (“Section Nine-C Declarant”) submitted certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained therein (“Section Nine-C Declaration”).

R. By instrument entitled “Supplementary Declaration of Covenants, Conditions and Restrictions Running Man”, dated August 30, 2006, and recorded in the Clerk’s Office on October 5, 2006 as Instrument No. 060024611, the Association and Running Man Development Company Five, L.L.C., a Virginia limited liability company, subjected certain real property more particularly described therein to the covenants, conditions, restrictions, easements, and liens contained in the Section Two Declaration (as amended, the “Additional Supplementary Declaration”) [note: such instrument was later amended by the recording of that certain instrument entitled “Corrective Amendment to Supplementary Declaration of Covenants, Conditions and Restrictions Running Man”, dated August 30, 2006, and recorded in the Clerk’s Office on October 5, 2016 as Instrument Number 060024614].

S. The Section Two Declaration, Section One-A Declaration, Section One-B Declaration, Section Three-A Declaration, Section Three-B Declaration, Section Four Declaration, Section Four-B Declaration, Section Five-A Declaration, Section Five-B Declaration, Section Five-C Declaration, Section Five-D Declaration, Section Six-A Declaration, Section Seven-A Declaration, Section Seven-B Declaration, Section Nine-A Declaration, Section Nine-B Declaration, Section Nine-C Declaration, and the Additional Supplementary Declaration, as amended, supplemented, revised, and modified, are referred to collectively herein as the “Original Declarations”.

T. Article IX of the Section One-A Declaration provides that the Section One-A Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%)



of the Lot Owners.

U. More than twenty years have expired since the recordation of the Section One-A Declaration.

V. Article IX of the Section One-B Declaration provides that the Section One-B Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

W. More than twenty years have expired since the recordation of the Section One-B Declaration.

X. Article IX of the Section Two Declaration provides that the Section Two Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Y. More than twenty years have expired since the recordation of the Section Two Declaration.

Z. Article IX of the Section Three-A Declaration provides that the Section Three-A Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

AA. More than twenty years have expired since the recordation of the Section Three-A Declaration.

BB. Article IX of the Section Three-B Declaration provides that the Section Three-B Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

CC. More than twenty years have expired since the recordation of the Section Three-B Declaration.

DD. Article IX of the Section Four Declaration provides that the Section Four Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

EE. More than twenty years have expired since the recordation of the Section Four Declaration.

FF. Article IX of the Section Four-B Declaration provides that the Section Four-B

Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

GG. More than twenty years have expired since the recordation of the Section Four-B Declaration.

HH. Article IX of the Section Five-A Declaration provides that the Section Five-A Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

II. More than twenty years have expired since the recordation of the Section Five-A Declaration.

JJ. Article IX of the Section Five-B Declaration provides that the Section Five-B Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

KK. More than twenty years have expired since the recordation of the Section Five-B Declaration.

LL. Article IX of the Section Five-C Declaration provides that the Section Five-C Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

MM. More than twenty years have expired since the recordation of the Section Five-C Declaration.

NN. Article IX of the Section Five-D Declaration provides that the Section Five-D Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

OO. More than twenty years have expired since the recordation of the Section Five-D Declaration.

PP. Article IX of the Section Six-A Declaration provides that the Section Six-A Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

QQ. More than twenty years have expired since the recordation of the Section Six-A Declaration.

RR. Article IX of the Section Seven-A Declaration provides that the Section Seven-A Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

SS. More than twenty years have expired since the recordation of the Section Seven-A Declaration.

TT. Article IX of the Section Seven-B Declaration provides that the Section Seven-B Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

UU. More than twenty years have expired since the recordation of the Section Seven-B Declaration.

VV. Article IX of the Section Nine-A Declaration provides that the Section Nine-A Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

WW. More than twenty years have expired since the recordation of the Section Nine-A Declaration.

XX. Article IX of the Section Nine-B Declaration provides that the Section Nine-B Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

YY. More than twenty years have expired since the recordation of the Section Nine-B Declaration.

ZZ. Article IX of the Section Nine-C Declaration provides that the Section Nine-C Declaration may be amended at any time by an instrument of record after the expiration of the first twenty (20) year period, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

AAA. More than twenty years have expired since the recordation of the Section Nine-C Declaration.

BBB. The Additional Supplementary Declaration does not contain an amendment provision, and therefore pursuant to Virginia Code Section 55.1-1829, it may be amended by a two-thirds vote of the lot owners.

CCC. The Association has determined it is in the best interests of the Association to

amend, restate, and consolidate the Original Declarations in their entirety and to adopt this Amended, Restated, and Consolidated Declaration in place thereof. Pursuant to Article IX of the Section Two Declaration, Article IX of the Section One-A Declaration, Article IX of the Section One-B Declaration, Article IX of the Section Three-A Declaration, Article IX of the Section Three-B Declaration, Article IX of the Section Four Declaration, Article IX of the Section Four-B Declaration, Article IX of the Section Five-A Declaration, Article IX of the Section Five-B Declaration, Article IX of the Section Five-C Declaration, Article IX of the Section Five-D Declaration, Article IX of the Section Six-A Declaration, Article IX of the Section Seven-A Declaration, Article IX of the Section Seven-B Declaration, Article IX of the Section Nine-A Declaration, Article IX of the Section Nine-B Declaration, and Article IX of the Section Nine-C Declaration, the Association has obtained the signatures to this Amended, Restated, and Consolidated Declaration, evidencing their consent to such, of not less than 75% of the Lot Owners in Section Two, Section One-A, Section One-B, Section Three-A, Section 3-B, Section Four, Section Four-B, Section Five-A, Section Five-B, Section Five-C, Section Five-D, Section Six-A, Section Seven-A, Section Seven-B, respectively; and the signatures to this Amended, Restated, and Consolidated Declaration, evidencing their consent to such, of not less than 75% of the Owners in Section Nine-A, Section Nine-B, and Section Nine-C, respectively; and the signatures to this Amended, Restated, and Consolidated Declaration, evidencing their consent to such, of not less than two-thirds of the Lot Owners subject to the Additional Supplementary Declaration.

DDD. The Association has complied with the requirements of Virginia Code Section 55.1-1829(F) by obtaining the agreement of the requisite number of Lot Owners, as evidenced by their execution of this Amended, Restated, and Consolidated Declaration, and as further evidenced by the Association President's execution of the certifications below, that the requisite number of Lot Owners signed this Amended, Restated, and Consolidated Declaration.

NOW, THEREFORE, the Original Declarations are amended to delete Articles I-IX of the Section One-A Declaration, Articles I-IX of the Section One-B Declaration, Articles I-IX of the Section Two Declaration, Articles I-IX of the Section Three-A Declaration, Articles I-IX of the Section Three-B Declaration, Articles I-IX of the Section Four Declaration, Articles I-IX of the Section Four-B Declaration, Articles I-IX of the Section Five-A Declaration, Articles I-IX of the Section Five-B Declaration, Articles I-IX of the Section Five-C Declaration, Articles I-IX of the Section Five-D Declaration, Articles I-IX of the Section Six-A Declaration, Articles I-IX of the Section Seven-A Declaration, Articles I-IX of the Section Seven-B Declaration, Articles I-IX of the Section Nine-A Declaration, Articles I-IX of the Section Nine-B Declaration, Articles I-IX of the Section Nine-C Declaration, and Section 1 of the Additional Supplementary Declaration; and all such documents are hereby consolidated into this one document; and in place thereof is inserted the following. This Amended, Restated, and Consolidated Declaration may be executed in counterparts, all of which shall be read together as one document.

## **ARTICLE I**

### **Definitions**

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

**Section 1.1.** "Additional Area" shall have the meaning set forth in Section 2.1 of this Declaration.

**Section 1.2.** "Annual Assessment" shall have the meaning set forth in Section 5.1 of this Declaration.

**Section 1.3.** "Architectural Control Committee" shall have the meaning set forth in Section 7.1 of this Declaration.

**Section 1.4.** "Articles" means the Amended and Restated Articles of Incorporation of Running Man Community Association, Inc., as the same may be amended or amended and restated from time to time.

**Section 1.5.** "Association" means Running Man Community Association, Inc., a Virginia nonstock corporation, its successors and assigns.

**Section 1.6.** "Bylaws" means the Amended and Restated Bylaws of Running Man Community Association, as the same may be amended or amended and restated from time to time.

**Section 1.7.** "Clerk's Office" means the Clerk's Office of the Circuit Court of the County of York, Virginia.

**Section 1.8.** "Common Area" means (i) real estate and/or easements specifically designated as "Common Area" or "Common Area Easement" on recorded plats of the Property, in any Supplemental Declaration or in any amendment to this Declaration or in any other instrument executed by Declarant and recorded in the Clerk's Office; (ii) the portions of the Property, if any, designated for "open space," "buffer zones," "scenic easements," "natural open space area," "conservation areas," "landscape easement," "trail easement" and "BMP" or similar purposes on recorded plats of the Property and conveyed (by deed, plat dedication or easement) to and accepted by the Association; and (iii) all other real property, easements, and improvements or facilities now or hereafter owned by the Association that are intended to be devoted to the common use and enjoyment of the Owners and such non-Owners, if any, who have been authorized to use such Common Area pursuant to Sections 4.2 and/or 4.4 hereof (except to the extent that the deed of conveyance of such specifies that such shall not be Common Area).

**Section 1.9.** "Declarant" means any declarant referenced in the Original Declarations, with respect to such portion of the Property as described in the specific Original Declaration, and its successors as "Declarant" of such portion of the Property, to whom Declarant has assigned its rights hereunder by instrument recorded in the Clerk's Office.

**Section 1.10.** "Declaration" means this Amended, Restated, and Consolidated Declaration of Covenants and Restrictions, as the same may from time to time be supplemented, amended, or amended and restated.

**Section 1.11.** "Governing Documents" means the Articles, the Bylaws, this Declaration, and any Supplemental Declaration, as the same may be amended, amended and restated, or supplemented from time to time.

**Section 1.12.** "Improvement" shall have the meaning set forth in Section 7.5 of this Declaration.

**Section 1.13.** "Land" means real property together with any and all improvements thereon and appurtenances thereunto belonging.

**Section 1.14.** "Living Unit" means any single building structure or any portion of a structure located on the Property, designed and intended to be used as a residence, including, without limitation, a single family detached dwelling, a townhouse, a condominium unit, or an apartment (as applicable).

**Section 1.15.** "Lot" means any lot that is shown on a recorded subdivision plat (or any subsequently recorded subdivision plat) of any portion of the Property subject to the Declaration or, with respect to condominiums, a governmentally approved site plan, and on which is constructed or is to be constructed a single family detached residence. The term "Lot" shall not include any portion of the Property that at the time in question is not included in a recorded subdivision plat of any portion of the Property, or with respect to condominiums, a governmentally approved site plan, nor shall "Lot" include Common Areas, public streets, or property dedicated to and accepted by a public authority.

**Section 1.16.** "Member" means every Person who holds membership in the Association.

**Section 1.17.** "Owner" means the record holder, whether one or more Persons, of fee simple title to any Lot or Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 1.18.** "Parcel" means any portion of the Property subdivided from the residue thereof for the purpose of resubdivision into Lots.

**Section 1.19.** "Person" means any natural person, corporation, limited liability company, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, or any other separate legal entity.

**Section 1.20.** "Property" means all property currently subjected to this Declaration, together with such other real property as may from time to time be subjected in whole or in part to this Declaration pursuant to the provisions contained herein, as and when such other real property is subjected.

**Section 1.21.** "Supplemental Declaration" shall have the meaning set forth in Section 2.3(c) hereof.

**Section 1.22.** "Virginia Code" shall mean the Code of Virginia (1950), as in effect on the first date of recordation of this Declaration, and as amended from time to time thereafter. Except as otherwise expressly provided herein, if any sections of the Virginia Code referred to in this Declaration are hereafter repealed or recodified, each such reference shall be deemed to apply to the section of the Virginia Code that is the successor to the previous section referred to herein, or, if there is no successor section, such reference shall be interpreted as if the section had not been repealed.

**Section 1.23.** "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.

**Section 1.24.** "Quorum" shall mean the presence (whether in person or by proxy) of the minimum number of Members, as specified in the Bylaws of the Association, in order to conduct business at such meeting.

## ARTICLE II

### Property Subject to this Declaration, and Additions thereto

**Section 2.1.** **Additions by Association.** The real estate that is subject to this Declaration as of the date of its recordation in the Clerk's Office, is described in Exhibit A hereto. The Declarant's right to unilaterally extend the Declaration to portions of the Additional Area has expired. The Additional Area includes real estate located within a two (2) mile radius of the real estate described in Exhibit A (the "Additional Area"). Additional Area may be added to this Declaration pursuant to the following procedures, as set forth in Section 2.3.

**Section 2.2.** **Merger or Consolidation of the Association.** 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. No such merger or consolidation, however, shall revoke, change, or add to the covenants established by this Declaration within the Properties except as hereinafter provided (or except as provided pursuant to any documentation reflecting the terms and conditions of any such merger).

### **Section 2.3.** Additions.

(a) **Approval Required.** The Association, by (i) the affirmative vote of two-thirds (2/3) or more of the directors serving on the Board of Directors of the Association and (ii) the affirmative vote of a majority of the Owners in attendance at a meeting duly called for that purpose, who vote in person or by proxy, may authorize the President of the Association to execute a Supplemental Declaration to extend this Declaration to all or portions of the Additional

Area, provided the Owner(s) of such Additional Area consent to such extension as evidenced by such Owner(s) joining in an instrument of record subjecting such real property to the covenants, liens, restrictions, easements, and other provisions of this Declaration. However, the Association shall not be obligated to bring all or any part of the Additional Area within the scheme of development established by this Declaration, and no negative reciprocal easement or covenant shall arise out of this Declaration so as to benefit or bind any portion of the Property or the Additional Area until such portion of the Additional Area is expressly subjected to the provisions of this Declaration in accordance with subparagraph (b) below, and then such portion of the Additional Area shall be subject to any additions, deletions, and modifications as are made pursuant to subparagraph (b) below.

(b) **Method of Adding Additional Area to Declaration.** Each of the additions authorized pursuant to this Section 2.3 shall be made by the Association's recordation, in the Clerk's Office, of a Supplemental Declaration describing the portion(s) of the Additional Area subjected to this Declaration. Each such instrument may contain such additions, deletions, and modifications to the provisions of this Declaration as may be desired by the Association. However, no negative reciprocal easement or covenant shall arise out of any additions, deletions, or modifications to this Declaration made in the instruments that subject the Additional Area to this Declaration except as to the real estate expressly subject to such additions, deletions, and modifications.

(c) **Supplemental Declarations.** In addition to subjecting the Additional Area to this Declaration as provided in subparagraph (b) above, the Association may, in its discretion and in accordance with the procedures specified in subparagraph (a) above, execute and record one or more supplemental declarations (each a "Supplemental Declaration") for the purpose of establishing certain additional or different covenants, easements, and restrictions (including, without limitation, a different level of assessments) applicable to certain specified Lot(s) and/or Parcel(s) within the portion(s) of Additional Area to be subjected pursuant to subparagraph (b) above. However, no negative reciprocal easement or covenant shall arise out of any Supplemental Declaration so as to bind any real property not expressly subjected thereto.

(d) **Power Not Exhausted by One Exercise, Etc.** No exercise of the power granted to the Association hereunder as to any portion of the Additional Area shall be deemed to be an exhaustion of such power as to other portion(s) of the Additional Area not so subjected to the provisions hereof or to the provisions of a Supplemental Declaration. The discretionary right of the Association to subject the Additional Area to the provisions of this Declaration or a Supplemental Declaration is conditioned upon and subject to the prior approval of the Board of Directors of the Association and the required written consent of the requisite amount of Owners as set forth in subparagraph (a), and therefore the requirements set forth in Article XI for amendments to this Declaration shall not apply to this Section 2.3. The failure of the Association to extend the provisions of this Declaration to the Additional Area or any portion(s) thereof shall not be deemed to prohibit the establishment of a separate scheme of development (including provisions substantially similar or identical to those contained herein) for such portion(s) of the Additional Area to which this Declaration is not extended.

(e) **Development of Additional Area.** The portion(s) of the Additional Area subjected to the provisions of this Declaration pursuant to this Article II may contain additional Common Areas and facilities to be owned and/or maintained by the Association.



**ARTICLE III**  
**Membership and Voting Rights in the Association**

**Section 3.1. Membership.** Every Owner of a Lot, and every Owner of a Parcel, shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot and/or Parcel. Upon the recordation of a deed to a Lot or a Parcel, the membership of the selling Owner shall cease, and the purchasing Owner shall become a member of the Association. The Association has one (1) class of voting membership. All Owners of Lots and Parcels shall be Class A members.

**Section 3.2. Voting Rights.** Owners shall be Members and shall be entitled to cast one (1) vote for each Lot owned.

**Section 3.3. Management of Association.**

(a) A Board of Directors, composed of Members of the Association, shall manage the affairs of the Association in accordance with the Governing Documents and Rules.

(b) No Lot or Parcel shall have more than one Person residing at such (or owning such) serve on the Board of Directors at a time.

(c) To preclude any conflict of interest, no member of the Board of Directors, or Member elected to serve on the Board of Directors (collectively, "Qualified Person"), may contract for, be under contract for, or take any efforts to obtain a contract for, any services for the Association. This prohibition shall further extend to any corporate entity in which such Qualified Person holds an interest greater than 10%. Nothing contained herein shall limit the scope of any other legal prohibitions applicable to director conflicts of interest, and all Persons should take note that Virginia law imposes an array of additional conflict of interest requirements above and beyond those contained in this provision.

**Section 3.4. Suspension of Voting Rights.** The Board of Directors of the Association may suspend the voting rights of any Member subject to assessment under this Declaration, during the period when any such assessment shall be delinquent, but upon payment of such assessment, the voting rights of such Member shall automatically be restored. The Board of Directors, after appropriate due process, may also suspend the voting rights of any Member who is in violation of the Governing Documents or the Rules or RMCA Standards promulgated by the Association, and/or who allows a violation to exist on his Lot, if such violation remains uncorrected after the last day of a period established by the Association.

**Section 3.5. Articles and Bylaws to Govern; Property Owners' Association Act.** Except to the extent expressly provided in this Declaration and any applicable Supplemental Declaration, all the rights, powers, and duties of the Association and the Members, including the Members' voting rights, shall be governed by the Articles and the Bylaws. In the event of any

conflict or inconsistency between the provisions of this Declaration or any Supplemental Declaration, and the provisions of the Articles or Bylaws, this Declaration and all Supplemental Declarations (to the extent applicable) shall control. In addition to all of the rights, powers, and duties of the Association provided in this Declaration, the Association shall have all of the rights, powers and duties provided in the Property Owners' Association Act, § 55.1-1800 et. seq. of the Virginia Code, as the same may be amended from time to time.

#### **ARTICLE IV**

##### **Common Area and Property Rights in the Common Area**

**Section 4.1. Obligation of the Association.** The Association, subject to the rights of the Members set forth in this Declaration and subject to the rights of non-Owners, but only to the extent non-Owners are granted rights pursuant to the provisions of this Declaration, shall be responsible for the maintenance, management, operation, and control of the Common Areas and all improvements thereon (including fixtures, personal property, and equipment related thereto). The Association shall keep the Common Area and all improvements thereon and thereunto belonging in good, clean, and attractive condition, order, and repair, and in accordance with the Declaration and the Governing Documents.

In addition to the Association's responsibilities regarding the Common Areas, the Association shall have the express right and authority to enter into cost sharing, shared use, and cross access arrangements with any Person, including, without limitation, any other property owners' association providing services and/or shared facilities in the vicinity of the Property.

The Association's performance of its obligations under this Section 4.1 shall be for the benefit of its Members and such non-Owners, if any, who have been authorized to use the Common Areas pursuant to Sections 4.2, 4.3, and 4.5 hereof, provided, however, that the rights of such Members and non-Owners, if any, shall be subject to the provisions of this Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted from time to time by the Association's Board of Directors.

**Section 4.2. Owners' Rights of Enjoyment and Use of Common Areas.** Subject to the provisions of this Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted from time to time by the Association's Board of Directors, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot and Parcel. The Common Areas shall be used by Owners only for the purpose or purposes for which the Common Areas may have been improved by the Association, and subject to any applicable restrictions in an applicable zoning ordinance. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners. Without limiting the generality of the foregoing, the Association reserves the right to grant to any Person or Persons a license and/or similar right to make exclusive use of portions of the Common Areas on a temporary basis or, in the instance of parking, on a permanent basis; provided that any such grant is evidenced by a duly adopted resolution of the Board of Directors of the Association.

**Section 4.3.** **Extent of Owners' 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 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 admission fees to the recreational facilities which may be established within the Common Area, for use by Persons other than Owners, their families, lessees, and guests; and the right of the Association to sell or otherwise transfer title to any recreational facilities and the related real property to another entity, provided that the Association first obtains the approvals of (i) the Board of Directors and (ii) a majority of the Members who vote in person or by proxy at a meeting duly called for that purpose;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area (including easements thereon) to any public agency, authority, or utility, for public or public-utility purposes, and subject to such conditions as determined by two-thirds (2/3) of the Members who vote in person or by proxy at a meeting duly called for this purpose, written notice of which shall set forth the purpose of the meeting;

(f) all of the other easements, covenants, and restrictions provided for in this Declaration and any Supplemental Declaration(s) applicable to the Lots and/or the Common Areas; and

(g) the right of the Association's Board of Directors to determine, in its sole and absolute discretion, whether to remove any improvements, equipment, or other facilities located on any Common Area, due to obsolescence, age, non-use, and/or if the cost of repairing, operating, and/or maintaining the same becomes unreasonable in light of the then-benefit, if any, to the affected Owners.

**Section 4.4.** **Delegation of Use.** Any Owner may delegate his right of enjoyment to the Common Areas, to members of his family living on his Lot and to his guests, and he may transfer such right to his tenants, subject to such rules and regulations and fees as may be established from time to time by the Association's Board of Directors.

**Section 4.5.** **Damage or Destruction of Common Area by Owner.** In the event any Common Area, or improvement thereon (including any serpentine walls), is damaged or destroyed by an Owner, his tenants, guests, licensees, agents, or members of his family, the Association may repair such damage at the Owner's expense. If the Association undertakes to

repair such damage, the Association shall repair such damage in a good and workmanlike manner, in conformance with the original plans and specifications of the area or improvement involved, or as the Common Area or improvement may have been theretofore modified or altered by the Association, in the discretion of the Association's Board of Directors. The cost of such repairs shall become a special assessment on the Lot of such Owner, and shall constitute a lien on such Owner's Lot, and be collectible in the same manner as other assessments set forth herein.

**Section 4.6. County's Rights Regarding Common Area.** In the event any Common Area is ever not maintained by the Association in accordance with the terms and conditions of this Declaration, or in reasonable order and condition in accordance with the plans approved by the County of York, the County of York shall have the right to maintain such, and to invoice and charge the Association for all costs and fees relating to such.

## **ARTICLE V Covenant for Maintenance & Assessments**

**Section 5.1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges ("Annual Assessments"); and
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The Annual Assessments and special assessments, together with interest thereon, late charges, and costs of collection, including all attorneys' fees (all of which shall be added to the assessments and shall be a part thereof), shall be a continuing lien upon the Lot or Parcel against which each such assessment is made in order to secure payment thereof, and shall also be the personal obligation of the party who was the Owner of the Lot or Parcel at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Areas, abandonment of his Lot or Parcel, a claim that the Association is or has violated the Governing Documents, or by a claim that the Association is not or has not provided certain services that it is otherwise obligated to provide. Each assessment that is not paid when due shall bear interest at the rate established by the Association's Board of Directors, which rate shall not exceed the maximum rate permitted by applicable law. Each assessment that is not paid within thirty (30) days of its due date shall, at the option of the Association, incur a late charge and administrative fee, as each may be established from time to time by resolution duly adopted by the Board of Directors of the Association. The Association may establish a collection policy that sets forth the procedure for the collection of Assessments.

**Section 5.2. Purpose of Assessments.** The assessments levied by the Association shall be used 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, any other real property owned by the Association that is not classified as Common Area, and such other areas of responsibility to the Association (including the serpentine walls as described herein), as well as (if applicable) the cost of operating and maintaining street lighting (even though located within a street or road right of way), Retention Basins, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area and any other real property owned by the Association that is not classified as 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.

a) The Association shall be responsible to maintain, repair, replace, remove, and improve the serpentine walls located on (i) the Common Area, and (ii) within areas subject to easements providing the Association with access to such (but the Association shall have no responsibility for any serpentine walls that are not located on either the Common Area or within areas subject to easements providing the Association with access to such). In addition, the Association is authorized to maintain, repair, replace, remove, and improve real property owned by the Association that is not classified as Common Area, and to manage and run recreational activities and the like on such real property, and in connection therewith, to impose assessments, raise funds, expend funds, and the like, on such real property owned by the Association that is not classified as Common Area.

b) The Association shall further be responsible to maintain (but not repair, replace, remove, or improve) the landscaping within areas subject to landscaping easements obligating the Association to provide for such (which may, in certain portions of the Property, encompass the portion of Lots lying between serpentine walls and the front lot lines).

### **Section 5.3. Maximum Annual Assessment**

a) From and after January 1 of the year immediately following the recordation of this Declaration by the Association, the maximum Annual Assessment may not increase above or be reduced below a maximum of five percent (5%) of the sum set for the previous year by the Board of Directors of the Association. The Annual Assessment shall be established upon the basis of an annual budget adopted by the Board of Directors of the Association.

b) From and after January 1 of the year immediately following the recordation of this Declaration, the maximum Annual Assessment may be increased above or reduced below the amount permitted in Paragraph (a) of this section, by a vote of at least two-thirds (2/3) of the Members of the Association who vote in person or by proxy, at a meeting of the Members called for that purpose.

**Section 5.4. 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 Areas and any other real property owned by the Association that is not classified as

Common Area, including fixtures and personal property related thereto, provided that any such assessment shall first be approved by a majority vote of the Members who are voting in person or by proxy, at a meeting of the Members duly for that purpose.

**Section 5.5. Notice and Quorum.** Written notice of any meeting called for the purpose of taking any action authorized under Section 5.4 shall be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At such meeting, if the Association does not meet the required Quorum for a meeting, 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 5.6. Uniform Rate of Assessment.** Both Annual Assessments and special assessments must be fixed at a uniform rate for all Lots and may be collected on a periodic basis that shall be applied uniformly to all Lots.

**Section 5.7. Date of Commencement of Annual Assessments.** 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. Annual assessments are due on January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate from 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 5.8. Effect of Nonpayment of Assessments.** Any Annual Assessment or special assessment that is 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 rate of 1.5% for each month, or portion of a month the assessment is late, meaning if the assessment is one month and one day late interest for two months will be applied; provided, however, that the Board of Directors may waive such interest for good cause shown (as may be determined by the Board of Directors in its sole and absolute discretion). The Association may also bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest, late charges, and all attorney's fees and costs of collection shall be added to the amount of such assessment and secured by the assessment lien. 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 there from 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. 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.

The lien of the assessments provided for in this Declaration may be perfected and enforced in the manner provided in §55.1-1833 of the Virginia Code. A statement from the

Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and the delinquency, if any, due on a particular Lot or Parcel.

**Section 5.9. Subordination of the Lien to Mortgages.** The lien upon each of the Lots and Parcels, securing the payment of the assessments, shall have the priority set forth in § 55.1-1833(A) of the Virginia Code. 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 that became due prior to such sale or transfer. **NO SALE OR TRANSFER RELIEVES SUCH LOT FROM LIABILITY OR ANY ASSESSMENTS THEREAFTER BECOMING DUE FROM THE LIEN THEREOF.**

**Section 5.10. Exempt Property.** The following Property subject to this Declaration shall be exempt from the assessments 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 Lot or Parcel shall be exempt from such assessments.

## **ARTICLE VI Land and Building Requirements**

**Section 6.1. 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 stories in height, a private garage, and such other improvements as are permitted and approved. Exemptions to this prohibition include buildings and other structures for the Common Area, recreation facilities, and pumping stations.

**Section 6.2. Dwelling Requirements.** The Original Declarations (as more particularly described in the recitals of this Declaration) describe various sections of development of the Property (with the Supplementary Declaration referring to Sections Ten), which sections contain different dwelling requirements as follows:

**For Property in Section One-A, Section One-B, Section 2, Section Three-A, Section Three-B, Section Four, Section Four-B, Section Five-A, Section Five-B, Section Five-C, Section Five-D, Section Six-A, Section Seven-A, Section Ten-A, and Section Ten-B:**

No Living Unit shall be constructed on any Lot unless the area of the Living Unit meets with the following requirements:

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

(b) Split-level Living Units 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 Living Unit.

(c) One and one-half (1 ½) story Living Units 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 Living Units 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.

**For Property in Seven-B, Section Nine-A, Section Nine-B, and Section Nine-C:**

No Living Unit shall be constructed on any Lot unless the area of the main structure meets with the following requirements:

(a) One-story Living Units shall have a minimum of 1,500 square feet exclusive of open porches and garages.

(b) Split-level Living Units shall have a minimum of 1,200 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 ½) story Living Units shall have a minimum ground floor area of not less than 900 square feet, and a second-floor area of not less than 500 square feet, exclusive of open porches and garages.

(d) Two-story Living Units shall have a minimum ground floor area of not less than 900 square feet and a second-floor area of not less than 900 square feet, exclusive of open porches and garages.

**Section 6.3. Building Location.** No Living Unit shall be located on any Lot unless the front of the Living Unit faces the front of the Lot upon which it is located, nor shall any Living Unit 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 applicable recorded subdivision plat. There shall be a side yard along each side of each Living Unit and the sum of the sides thereof shall be not 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 twenty five (25) feet 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 amount equal to one-third of the Lot'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 be measured from the rearmost portion of the Living Unit. 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 lot line nor closer than three (3) feet to the side lot line. For the purpose of this provision, eaves, steps, chimneys, and open porches, excepting side porches, shall not be considered as a part of a Living Unit, provided, however, that this shall not be construed to permit any portion of a Living Unit on a Lot to encroach upon another Lot. No dwelling shall have a street address or number designating Running Man Trail except Lots in Section Two.

**Section 6.4. Sewage Disposal.** Every Living Unit shall be connected to the public sewage disposal system.

**Section 6.5. Culverts and Driveways.** Culverts shall be installed under driveways leading from the street upon which a Lot fronts (except corner Lots where driveways leading from the side street may be permitted) in strict accordance with the Virginia Department of Highways and Transportation standards. No culverts may be installed in Section Ten-A or Section Ten-B. All driveways and parking areas on the Lots will be concrete (preferably exposed aggregate), paving blocks, bituminous concrete (premixed asphalt), or other surfaces that might be approved from time to time by the ACC, from garage (or Living Unit) to street, including the entrance apron over the culvert (if applicable). No driveways serving dwellings shall be located on Running Man Trail except for those serving Lots in Section Two.

**Section 6.6. Driveway Buttress / Bridge over Culvert.** Only driveway buttresses and/or bridges over culverts approved by the ACC are permitted. The ACC may set standards for such from time to time.

**Section 6.7. Dry Ponds and Retention Basins.** The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of dry ponds, Retention Basins, or other water bodies within the Property. Certain dry ponds and Retention Basins are located in the Common Areas of the Association. No dumping of any kind is allowed in these areas.

**Section 6.8. Easements.** The Original Declarations reserved (and this Declaration reaffirms and restates) easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plats of subdivision for the Property.

**Section 6.9. Sight Distance at Intersections.** Except for the serpentine walls located in easement areas, 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 twenty five (25) feet from the intersection of the street lines, or in the case of a rounded Lot corner, from the intersection of the street property lines extended. The same sight-

line limitations shall apply on any Lot within ten (10) 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 6.10. 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 this Declaration, shall be erected, altered, placed or permitted to remain upon either (a) any Lot or (b) in or upon any street, alley, sidewalk, curb, gutter or easement or right of way included within the Property. All electric, telephone, gas line and cable TV service facilities constructed or placed within the Property, unless completely enclosed within some building or structure permitted under the provisions of this Declaration, must be carried, housed or placed beneath the surface of the land in the Property. The provisions of this Section 6.10 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 Property, 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 6.10 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 this Declaration.

**Section 6.11. Fences.** Except for the serpentine walls located in the easement areas, no fence shall be erected on any Lot nearer to a street than the closer of the following: (i) the minimum front setback line shown on the recorded subdivision plat, or (ii) the front of the Living Unit on the Lot.

**ARTICLE VII**  
**Architectural Control**

**Section 7.1. Running Man Architectural Control Committee (“ACC”).** The Association shall maintain the ACC for the purpose of reviewing and, as appropriate, approving or disapproving all plans (“Plans”) submitted by Owners, in accordance with this Article VII. The ACC shall be composed of three (3) to five (5) persons, who shall be Members of the Association, from time to time appointed by the Board of Directors. The Board of Directors may appoint one alternate member to the ACC, which alternate member may vote only in the absence of a regular member. The members of the ACC shall serve for such terms as may be determined by the Board of Directors of the Association. In addition to the responsibilities and authority provided in this Article VII, the ACC shall have such other rights, authority, and responsibilities as may be provided elsewhere in this Declaration, in any Supplemental Declaration, and in the Bylaws.

**Section 7.2. Establishment of RMCA Standards.** The ACC will establish standards (collectively “RMCA Standards”), subject to the approval of the Board of Directors, to be used in considering whether to approve or disapprove Plans and ACC requests. The RMCA Standards may include, without limitation, uniform standards for signage, mailboxes, and such. The RMCA Standards may contain further limitations with respect to permanent accessory structures that may be erected, used, or maintained on any Lot or the maintenance and upkeep of the Property. The ACC may, in its sole discretion, waive the requirement that any or all of the required Plans be submitted in a particular case, where it determines such Plans are not necessary to properly evaluate an Owner’s application for ACC approval (“Application”). The ACC shall not be required to review any Plans unless and until the Application has been submitted in completed form with the proposed construction schedule, and the Plans contain all of the required items. The Application, Plans, and the proposed construction schedule must be submitted to the ACC at the address of the Association, in the same manner as notices are to be sent to the Association pursuant to Article XIII.

**Section 7.3. Administrative Fee.** In the event an Owner improperly submits an Application after having started work on an Improvement, the Association shall be entitled to assess an additional fee (in an amount established from time to time by the Board of Directors) against the Owner and his Lot, which sum shall constitute a lien against the Lot, and shall be collectible in the manner provided for herein for other assessments.

**Section 7.4. Approval of Plans.** The ACC shall not approve the Plans for any Improvement (as defined below) that would violate any of the provisions of this Declaration or of any Supplemental Declaration applicable thereto. In all other respects, the ACC may exercise its sole discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of any Improvement on a Lot or Parcel. An Owner whose application has been disapproved by the ACC may appeal such decision to the Board of Directors if such Owner notes his/her appeal in writing to the Association, and such notice of appeal is received by the Association on or before the date that is five (5) days after the date of the ACC’s decision.

The ACC shall, if the Application be approved (as applicable), return the ACC form signed by no less than three (3) committee members, to Owner. In the event the ACC fails to approve or disapprove the Application within thirty (30) days after valid submission of the Application (and after a submitting Owner obtains a dated acknowledgement of receipt of such Application, from a member of the ACC, or a designee of the ACC), approval will be deemed to have been granted as submitted and this requirement will be deemed to have been fully complied with. The dated ACC acknowledgement of receipt of the submitted Application will serve as the approval if formal approval or disapproval is not received by the Lot Owner by the thirtieth day following the acknowledgement of receipt of the Application from the ACC. No Improvement shall be erected or permitted to remain upon any Lot unless the Plans have been approved by ACC.

**Section 7.5. No Structures to be Constructed, etc. Without Approval.** No improvement shall be constructed, erected, installed, or maintained on any Lot or Parcel, nor shall any Improvement be altered, enlarged, demolished, or removed in a manner that alters the exterior appearance (including, without limitation, paint color) of the improvement or of the Lot

or the Parcel on which it is situated (“Improvements”), unless the Application, Plans, and construction schedule therefor have been approved by the ACC. After the Application, Plans, and construction schedule therefor have been approved, all Improvements shall be constructed, erected, installed, maintained, altered, enlarged, demolished, or removed strictly in accordance with the approved Plans, and in compliance with all applicable federal, state, and local building codes. Upon commencing the construction, erection, installation, alteration, enlargement, demolition, or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch, and in accordance with the construction schedule approved by the ACC. For purposes of interpreting this Declaration, an “Improvement” (and the Association’s broad authority hereunder) shall not be limited or narrowed in scope by any specific language in this Declaration granting the Association certain authority hereunder (whether relating to regulating or prohibiting certain acts or omissions). This language is specifically drafted to provide an interpretation of an “Improvement” and the Association’s broad authority under this section that is contrary to the narrow interpretation afforded by the Virginia Supreme Court in Sainani v. Belmont Glen Homeowners Association, Inc. (Record No. 181037) (2019), in construing an association’s architectural control committee review authority.

**Section 7.6. Limitation of Liability.** The approval by the ACC (or by the Association’s Board of Directors, as applicable) of any Plans, and any requirement by the ACC (or by the Association’s Board of Directors, as applicable) that the Plans be modified, shall not constitute a warranty or representation by the ACC (or by the Association’s Board of Directors, as applicable) of the adequacy, technical sufficiency, or safety of the Improvements described in such Plans, as the same may be modified, and the ACC (or the Association’s Board of Directors, as applicable) shall have no liability whatsoever for the failure of the Plans or the Improvements to comply with applicable building codes, laws, and ordinances, or to comply with sound engineering, architectural, or construction practices. In addition, in no event shall the ACC (or the Association’s Board of Directors, as applicable) have any liability whatsoever to an Owner, a contractor, or any other party for any costs or damages (including, without limitation, incidental and consequential) that may be incurred or suffered, on account of the ACC’s (or the Association’s Board of Directors) approval, disapproval, or conditional approval of any Plans.

**Section 7.7. Other Responsibilities of ACC.** In addition to the responsibilities and authority provided in this Article VII, the ACC shall have such other rights, authority, and responsibilities as may be provided elsewhere in this Declaration, in any Supplemental Declaration, and in the Bylaws.

**Section 7.8. Covenant and Standards Violation Process.** The Board is responsible for enforcement of RMCA Standards as specified within this Declaration, and as promulgated by the ACC and approved by the Board. The enforcement process may be more particularly outlined and specified in a promulgated enforcement and/or collections policy, which may be amended by the Board, from time to time..

## **ARTICLE VIII**

### **Use of Property**

**Section 8.1. 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 8.2 Unmanned Aerial Vehicles (UAV or “Drones”) Usage.** No Owner, family member, guest, or tenant shall be permitted to use their Lot or Parcel for the purposes of commercial distribution of products by unmanned aerial vehicles, or “drones” (a “Drone”) servicing customers within or outside of the Running Man community. This does not restrict the use of Drones by licensed realtors for the purpose of advertising Lots or Parcels for sale nor does it preclude the appropriate use of Drones by Owners on the Common Area for leisure purposes. No Owner, family member of an Owner, or tenant shall direct or permit a Drone to land in or on his Lot, unless such lands on a paved portion of such Lot, and then only in a manner that is safe and does not cause any damage to the Lot or harm to any Person.

Each Owner shall be responsible for all damage caused to any of the Property or harm to a Person, by a Drone that is either piloted or controlled by such Owner, his family member, or tenant; or (if not piloted or controlled), that is requested, directed, or permitted to navigate on the Property by such Owner, his family member, or tenant; and such Owner shall indemnify, defend, and hold harmless the Association from and against any and all claims, suits, demands, and damages arising from such.

**Section 8.3. 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 8.4. Maintenance of Property**

(a) **Owner’s Obligation.** To the extent that exterior maintenance is not provided for in this Declaration or in a Supplemental Declaration, each Owner shall keep all Lots owned by him, and all Improvements, in good order and repair, free of debris, all in a manner and with such frequency as is acceptable by the Association, and consistent with a first-quality development, and the RMCA Standards. This includes, but is not limited to, maintaining the exterior of the Living Unit, keeping the Living Unit free of mold, keeping and trimming grass to no higher than 12 inches, and maintaining fences (including keeping fences free of warped, broken or missing slats, repairing falling or fallen fence slats, and removing mold from the same).

(b) **Reconstruction and Repair.** If a Living Unit or other major Improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore such either (1) by repairing or reconstructing such Living Unit or other major Improvement, or (2) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the ACC permits a longer time period, such work Plan must be provided to the ACC within sixty (60) days after the date of the casualty, and substantially completed within twelve (12) months after the date of the casualty.

**Section 8.5. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, or Common Area which may be or may become an annoyance to other Persons. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of noise (such as barking dogs) and/or annoyance, shall not be conducted or permitted on any Lot or Parcel or on the Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his Lot or Parcel that could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules in furtherance of this provision. Nothing contained in this Section 8.5 shall be construed to be limited by any other provisions of this Declaration (in other words, this provision provides an additional grant of authority to the Association above and beyond any specific grants of authority contained in this Declaration). This provision is specifically drafted so as not to be interpreted as limited by the interpretive doctrines employed by the Virginia Supreme Court in construing the nuisance section in the instrument at issue in Sainani v. Belmont Glen Homeowners Association, Inc. (Record No. 181037) (2019).

**Section 8.6. Professional Offices.** No Lot shall be used for other than residential purposes. No Lot containing a Living Unit shall be used for any business, commercial, manufacturing, mercantile, vending, or other non-residential purpose. An Owner may maintain a home occupation and may maintain an office in the Living Unit if (1) no clients, customers, or other Persons related to the business visits the Living Unit, (2) no equipment or other items related to the business are stored, parked, or otherwise kept on Owner's Lot or the adjacent street, (3) no special use permit is required by the County of York to operate the business, (4) no change in zoning is required by the County of York, and (5) no employees are present on site at the Lot. Most home-based businesses / home occupations fall under the telecommuting or "work from home" definition which contemplates the use of internet, email, and telephone. As a condition to such use, the Board of Directors may require the Owner to pay any increase in the rate of insurance or other costs for the Association that may result from such use.

**Section 8.7. Rentals.** No Lot shall be rented or sub-let for a period of less than one (1) year. Any Owner renting his Lot must provide the Association with the name(s) and contact information for the tenant(s), as well as the current contact information for the Owner, and must further provide annual updates to the Association of such information. No Owner shall lease a Lot other than on a written form of lease which will include language stipulating the lessee will comply with the Governing Documents. Notwithstanding any lease, the applicable Owner remains responsible for timely payment of all assessments.

**Section 8.8. Security.** The Association shall not be held liable for any loss or damage by reason of failure to provide security or ineffectiveness of security measures undertaken. All Owners, tenants, guests, and invitees of any Owner, as applicable, acknowledge that the Association and committees established by the Association are not insurers, and that each Owner, tenant, guest, and invitee assumes all risk of loss or damage to Persons, to structures, or other Improvements situated on Lots and to the contents for any Improvement situated on Lots, and further acknowledge that the Association has made no representations or warranties, nor has any Owner, tenant, guest, or invitee relied upon any representations or warranties, expressed, or implied, including warranty or merchantability or fitness for any particular purpose, relative to

any security measures recommended or undertaken. Personal security cameras installed on any Lot are permissible, provided that such security cameras do not unreasonably infringe on any Owner's right to privacy (or reasonable expectation of privacy).

**Section 8.9. Short Term Rental (Less than 12 Months).** No Lot shall be subjected to or used for transient or hotel purposes, or any cooperative, licensing, or other arrangement that would entail daily, weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or participants. No portion of any Living Unit (other than the entire Living Unit) shall be leased for any period. No Lot shall be rented or sub-let for a period of less than one year.

**Section 8.10. Signs.** No sign of any kind shall be displayed to the public view on any Lot, except one professional nameplate of not more than one square foot, one sign of not more than six square feet advertising the Property for sale or rent, and work signs during the time of work.

a. No political signs, placards, flags, stickers or endorsement paraphernalia of any sort demonstrating a political endorsement, position, statement, or idea shall be displayed to the public view on any Lot. However, nothing in this section is intended to impair an Owner's right to display the American flag on his Lot, pursuant to 4 U.S.C. § 5, subject to the Association's rights to promulgate Rules (as defined herein in Section 8.13) and the ACC's rights to promulgate standards (as defined herein in Section 7.2) pertaining to the display of the same.

**Section 8.11. Temporary Structures, Trailers, and other Motorized Vehicles.** 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. Owner's boats and Trailers (the term "Trailer" shall include, but not be limited to, a mobile home, a boat trailer and a car trailer) may be parked thereon only under cover of garage or in the Owner's rear yard, shielded from public view with shrubs and/or landscape fences. Such boats and Trailers shall not be parked on streets in the Property.

In addition:

(a) No large-commercial vehicles (those exceeding 5,000 lbs.) may be parked on streets or in front yards beyond the time needed for them to directly carry out their objectives for being present; and

(b) No abandoned, unlicensed, or inoperable vehicles, or their parts, shall be permitted to remain on the Property if visible by Persons from the street. Only authorized motor vehicles are permitted in Common Areas.

**Section 8.12. Lawful Use.** No improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental agencies having jurisdiction thereof, shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with.

**Section 8.13. Rules.** From time to time, the Board of Directors may adopt general rules, including, but not limited to, rules relating to the use of the Property (including, but not limited to, the Lots), and the well-being of Members (“Rules”). The Association may also establish, via Rules, the terms and conditions upon which Owners may access and use real property owned by the Association that is not classified as Common Area, which access and use may be contingent upon, among other things, the payment of fees. Before the Rules may take legal effect, they must be approved by a majority vote of the Members in attendance at a meeting duly called for such purpose, voting in person or by proxy. All such Rules and any subsequent amendments thereto shall be binding on all Members and occupants of the Property, including their tenants, guests, and invitees, except where expressly provided otherwise in such Rules. Such Rules as adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full. Nothing contained in this Section 8.13 shall be construed to be limited by any other provisions of this Declaration (in other words, this provision provides an additional grant of authority to the Association above and beyond any specific grants of authority contained in this Declaration, such that the Association has full authority to adopt Rules to the broadest extent possible, even if such activity regulated by the Rules is not particularly described in this Declaration). This provision is specifically drafted so as not to be interpreted as limited by the interpretive doctrines employed by the Virginia Supreme Court in construing the general rule-making authority provision at issue in Sainani v. Belmont Glen Homeowners Association, Inc. (Record No. 181037) (2019).

**Section 8.14. Restriction on Further Subdivision.** No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit the vacating of boundaries between adjacent Lots to create a bigger Lot, deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments, and provided that this shall not prohibit the division or combination of condominium units in accordance with law, or the creation of condominiums. Any such vacation of Lot boundaries requires the prior written consent of the Association, which consent the Association may grant, withhold, or condition in its sole and absolute discretion. Any Owner who vacates a boundary between two Lots, as well as such Owner’s successors in title, will thereafter be obligated to pay assessments to the Association for the number of original Lots prior to the vacation of the boundary.

**Section 8.15. Solar Devices.** No Owner may install or maintain a solar energy collection device in or on his Lot, unless permitted by the ACC.

**Section 8.16. Antennas and Similar Devices.** Only those antennas expressly permitted under the Federal Communications Commission’s Over-the-Air Reception Devices (OTARD) Rule implementing Section 706 of the Telecommunications Act of 1996, as amended from time to time, are allowed. All others are expressly prohibited. As of the date of the recording of this instrument, the following are permitted under OTARD: (a) direct broadcast satellite (DBS) antenna one (1) meter or less in diameter or diagonal measurement; (b) antennas designed to receive Multipoint Distribution Services (MDS) that are 39.37 inches (one (1) meter) or less in diameter, (c) antennas designed to receive television broadcast signals of any size; (d) transmission-only antennas if they are necessary for the use of a covered reception antenna and



are one (1) meter or less in diameter; and (e) masts used in conjunction with any of these antennas (collectively, the foregoing are referred to as “Covered Antennas”). The foregoing list is subject to change pursuant to changes in OTARD and/or any other applicable laws. Covered Antennas shall be located in accordance with the Architectural Guidelines, to the extent such restrictions are not prohibited by the OTARD Rule, and an application for Architectural Control Committee approval must be submitted for any device deviating from the following:

1. Television broadcast Covered Antennas must be installed inside a Living Unit whenever possible.

2. No roof antenna shall extend more than twelve (12) feet above the highest point on the roof, unless the Owner has first applied for and obtained a safety permit from the Architectural Control Committee. To obtain the safety permit, the Owner must provide the Architectural Control Committee with written plans depicting the proposed structure.

3. Satellite dish antenna, if eighteen inches or less, shall be located on the rear of the Living Unit either just below the roof ridge or the fascia board below the roof eaves, or if larger than eighteen inches, be located behind the rear foundation of the Living Unit.

4. Any cable associated with a satellite dish or other antenna shall be buried or shall not be visible on the structure to which it is attached or extended. If the satellite dish is mounted on a pole affixed to the ground, the pole and the cable associated with such satellite dish should be screened such that the pole and cable are not visible from the street(s) adjoining the Lot.

## **ARTICLE IX Enforcement**

### **Section 9.1. RMCA Right of Enforcement.**

(a) **General.** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Any attorney’s fees and costs incurred by the Association in taking legal action to enforce the provisions of this Declaration or any Supplemental Declaration, shall, upon vote of the Board of Directors, become a special assessment upon such Lot or Parcel, and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided herein for non-payment. Failure by the Association or any Owner to enforce any provision of this Declaration or any Supplemental Declaration shall in no event be deemed a waiver of the right to do so thereafter. There is a rebuttable presumption that violations of the provisions of this Declaration or any Supplemental Declaration, other than the assessment obligations, may not be adequately remedied at law. Each Owner hereby agrees (and waives any right to assert the contrary) that in the event the Association seeks any injunctive relief, the Association shall be relieved of any requirement of posting bond as a condition thereof.

(b) **Charges.** Pursuant to Section 55.1-1819 of the Virginia Code, the Board of Directors may assess charges against any Member for any violation of this Declaration or the Rules, for which the Member or his family members, tenants, guests, or other invitees are responsible.

(c) **Rights Suspension.** Pursuant to Section 55.1-1819 of the Virginia Code, the Board of Directors may suspend a Member's right to use facilities or services, including utility services, provided directly through the Association, for nonpayment of any assessments provided for herein, which are more than sixty (60) days past due, to the extent that access to the Lot through the Common Areas is not precluded, and provided that such suspension shall not endanger the health, safety, or property of any Owner, tenant, or occupant.

**Section 9.2. Enforcement Process.** The Association shall enforce all provisions in the Governing Documents, the Rules, and the RMCA Standards.

**Section 9.3. Approvals and Consents.** All approvals and consents required or permitted by this Declaration (other than approvals or consents given by Members in a vote conducted in accordance with the Bylaws) shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole and absolute discretion.

**Section 9.4. Conflict.** In the event of conflict among the Governing Documents, this Declaration shall control, then applicable Supplemental Declarations, then the Articles, then the Bylaws, except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

**Section 9.5. Interpretation.** Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

**Section 9.6. Use of the Words "Running Man".** No person or entity shall use the words "Running Man," "Running Man Community Association, Inc.," or any derivative thereof, in any printed or promotional material, without the prior written consent of the Association.

**Section 9.7. Successors and Assigns.** The provisions hereof shall be binding upon and shall inure to the benefit of the Association and the Owners and their respective heirs, legal representatives, successors, and assigns.

**Section 9.8. Compliance with Property Owners' Association Act.** The Association shall be subject to and comply with the Virginia Property Owners' Association Act as set out in §55.1-1800 et. seq., in the Code of Virginia, as amended.

## **ARTICLE X**

### **Severability**

**Section 10.1.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

## **ARTICLE XI Amendment and General Provisions**

**Section 11.1.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years. Except as otherwise set forth in this Declaration, this Declaration may be amended (i) by a two-thirds vote of the Owners, or (ii) by a vote of two-thirds (2/3) of the Board of Directors pursuant to the authority set forth in §55.1-1830 of the Code of Virginia.

## **ARTICLE XII Dissolution of the Association**

**Section 12.1.** The future dissolution of the Association would require the prior consent of the County of York. In addition, dissolution of the Association would require the vote of more than two-thirds (2/3) of the votes, in person or by proxy, of the Class A Members at a duly held meeting at which a Quorum is present. Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to the locality in which they are situated. In the event that such dedication is refused acceptance upon dissolution, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes.

## **ARTICLE XIII Notices**

**Section 13.1.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall either be delivered in person or sent by overnight express courier or by U.S. first class mail, postage prepaid. Notices to the Association or to Owners may be sent to the address that the Bylaws provide. All such notices, demands, requests, and other communications shall be deemed to have been given when sent to the appropriate address specified above. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request, or other communication. Notwithstanding the foregoing, any notice of the filing of a memorandum of assessment lien shall be sent in the manner required by §55.1-1833 of the Virginia Code.

The foregoing notwithstanding, at such time, if any, as Virginia law authorizes notices to be sent by means other than as set forth above, the Association may utilize such alternative means of notifying Owners to the fullest extent authorized by law.

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WITNESS the following signatures and seals as of the date first above written.

Running Man Community Association, Inc., a  
Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**VERIFICATION**

The County Attorney for the County of York by signature below hereby verifies that this Amended, Restated, And Consolidated Declaration Of Covenants, Conditions, And Restrictions For Running Man Community Association, Inc. comports with the requirements of York County Code Section 24.1-497.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: York County Attorney

**As to Section Two Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Two Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Two Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:



**As to Section One-A Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section One-A Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section One-A Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section One-B Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section One-B Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section One-B Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Three-A Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Three-A Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Three-A Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Three-B Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Three-B Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Three-B Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Four Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Four Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Four Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Four-B Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Four-B Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Four-B Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Five-A Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Five-A Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Five-A Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Five-B Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Five-B Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Five-B Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:



**As to Section Five-C Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Five-C Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Five-C Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Five-D Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Five-D Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Five-D Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Six-A Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Six-A Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Six-A Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Seven-A Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Seven-A Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Seven-A Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Seven-B Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Seven-B Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Seven-B Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Nine-A Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Nine-A Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Nine-A Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Nine-B Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Nine-B Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Nine-B Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**As to Section Nine-C Declaration**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 75% of the Owners subject to the Section Nine-C Declaration, as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Article IX of the Section Nine-C Declaration).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:



**As to Additional Supplementary Declaration (Section Ten-A and Ten-B)**

**CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1829(F)**

As President of Running Man Community Association, Inc., I hereby certify that the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions has been approved by not less than 67% of the Owners subject to the Additional Supplementary Declaration (Section Ten-A and Ten-B), as evidenced by their execution and signature of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions (pursuant to Virginia Code Section 55.1-1829(D)).

Running Man Community Association, Inc., a Virginia nonstock corporation

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is either: \_\_ personally known to me or \_\_ who produced \_\_\_\_\_ as identification, as President of \_\_\_\_\_, a Virginia non-stock corporation, on its behalf.

My Commission Expires: \_\_\_\_\_

Notary Public

Notary # \_\_\_\_\_

AFFIX NOTARIAL SEAL HERE:

**EXHIBIT A**

**RUNNING MAN SECTION ONE-A**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being the seventeen (17) numbered lots 20-36, both inclusive, on that certain plat entitled, "Subdivision Plat of Running Man 1-A, County of York, Virginia " dated May 8, 1995, made by Davis & Associates, Surveyors – Planners, and duly recorded in the Clerk’s Office of the Circuit Court for the County of York, Virginia in Plat Book 12, Pages 285 and 286.

**RUNNING MAN SECTION ONE-B**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being the nineteen (19) numbered lots shown as Lots 1 – 19, both inclusive, on that certain plat entitled, "Subdivision Plat of Running Man 1-B, County of York, Virginia" dated July 11, 1996, made by Davis & Associates, Surveyors – Planners, and duly recorded in the Clerk’s Office of the Circuit Court for the County of York, Virginia in Plat Book 12, Pages 403 and 404.

**RUNNING MAN SECTION TWO, SECTION TEN A, and SECTION TEN B**

All that certain tract or parcel of land located in York County, Virginia, on the southerly side of Yorktown Road also known as Virginia Route No. 171, shown and designated as "Parcel A-1, 35.332 acres (includes proposed dedication)" as shown on that certain plat entitled "Release Plat #1 of property of Running Man Limited Partnership" dated February 22, 1983, revised October 12, 1983, made by Baldwin and Gregg, Ltd., engineers, planners, surveyors, a copy of which is attached hereto and made a part hereof, said property being more particularly described as follows:

Beginning at a point on the southerly side of Yorktown Road which marks the intersection between the easterly boundary of the property herein described and the westerly boundary of the property shown on said plat as "now or formerly Edwin A. Sinclair", and from the point of Beginning thus established running

- thence S 130 34’ 18” W, 773.12 feet to a point;
- thence S 06° 46’ 18” W, 72.42 feet to a point;
- thence S 810 29’ 18” W, 601.91 feet to a point;
- thence S 89° 54’ 00” W, 671.47 feet to a point;
- thence S 44° 34’ 00” W, 208.73 feet to a point;
- thence S 450 26’ 00” W, 211.17 feet to a point;

thence S 89° 54' 00" W, 370.16 feet to a point;

thence N 02° 40' 40" W, 414.78 feet to a point;

thence N 09° 19' 00" W, 386.19 feet to a point located on the southerly side of Yorktown Road; thence S 88° 45' 04" W, along the southerly side of Yorktown Road, 25.70 feet to a point; thence continuing along the southerly side of Yorktown Road S 89° 30' 02" E, 271.55 feet to a Point; thence continuing along Yorktown Road S 87° 17' 54" E, 2.44 feet to a point; thence leaving Yorktown Road S 05° 15' 40" W, 304.25 feet to a point; thence S 64° 54' 20" E, 208.92 feet to a point; thence N 05° 15' 40" E, 383.92 feet to a point located on the southerly side of Yorktown Road; thence along the southerly side of Yorktown Road S 87° 17' 54" E, 185.17 feet to a point; thence continuing in an easterly direction along the southerly side of Yorktown Road along an arc having a radius of 1,011.73 feet, a distance of 487.76 feet to a point; thence continuing along Yorktown Road, N 80° 23' 20" E, 932.38 feet to a point; thence continuing along Yorktown Road N 80° 42' 20" E, 125.15 feet to the point or place of beginning; said property being also shown as all numbered and lettered lots as well as the parcels designated as "Common Area Parcel 'A'" and "Common Area Parcel 'B'" and all streets, as shown on "Subdivision Plat of Running Man, Section Two" dated October 21, 1983, and duly recorded in the Clerk's Office of the Circuit Court of York County, Virginia, Plat Book 10, pages 1 and 2.

LESS AND EXCEPT that portion of the above—described property shown and designated on the plat attached hereto as "Proposed Dedication to Commonwealth of Virginia, 0.086AC." and also shown as a shaded area on said subdivision plat.

AND FURTHER INCLUDING:

All those certain pieces or parcels of land situate, lying and being in the County of York, Virginia, and being shown and designated as "Lot 1," "Lot 2," "Lot 3," "Lot 4," "COMMON AREA 76,676 S.F. (1.7602 ACRES)" and "FUTURE DEVELOPMENT RUNNING MAN SECTION TEN-B" on that certain plat entitled "SUBDIVISION PLAT OF RUNNING MAN SECTION TEN-A BETHEL MAGISTERIAL DISTRICT COUNTY OF YORK, VIRGINIA" by Davis & Associates, P.C., Surveyors – Planners, dated 6 APRIL 2006, a copy of which is recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia as Instrument No. 060024612.

### **RUNNING MAN SECTION THREE -A**

All those certain tracts or parcels of land located in the Bethel Magisterial District, York County, Virginia, and being all numbered lots (Lots Numbered 1 through 51, both inclusive) as shown on that certain plat entitled, "Subdivision Plat of Running Man Section Three-A, Bethel Magisterial District County of York, Virginia " dated February 1, 1985, made by Baldwin &

Gregg, Ltd., Engineers' Surveyors, Planners, and duly recorded in Plat Book 10, Page 206 in the Clerk's Office of the Circuit Court of York County, Virginia

**RUNNING MAN SECTION THREE – B**

All those certain tracts or parcels of land located in the Bethel Magisterial District, York County, Virginia, and being all numbered lots (Lots Numbered 52 through 103, both inclusive) as shown on that certain plat entitled, "Subdivision Plat of Running Man Section Three-B, Bethel Magisterial District County of York, Virginia " dated May 15, 1986, made by Baldwin & Gregg, Ltd., Engineers' Surveyors, Planners, and duly recorded in Plat Book 10, Page 303 in the Clerk's Office of the Circuit Court of York County, Virginia

**RUNNING MAN SECTION FOUR**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being all numbered lots (Lot Numbered 1 through 63, both inclusive) as shown on that certain plat entitled, "Subdivision of Running Man Section Four" dated August 2, 188, made by Baldwin and Gregg, Ltd., Engineers, Surveyors [sic], Planners, and duly recoded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Plat Book 10, Page 626-629.

**RUNNING MAN SECTION FOUR-B**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being all numbered lots (Lots 65 through 69, both inclusive) as shown on that certain plat entitled, "Subdivision Plat of Running Man Section Four-B, County of York, Virginia " dated April 12, 1993, made by Davis & Associates, Surveyors – Planners, and duly recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia in Plat Book 111, Pages 599

**RUNNING MAN SECTION FIVE-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, Surveyors – Planners, and duly recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia in Plat Book 11, Page 213

### **RUNNING MAN SECTION FIVE-B**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being all numbered lots (Lots 16 through 30, both inclusive), as shown on that certain plat entitled, “Subdivision Plat of Running Man Section Five-B, County of York, Virginia” dated August 15, 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 279

### **RUNNING MAN SECTION FIVE-C**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being all numbered lots (Lots 49 through 62, both inclusive) as shown on that certain plat entitled, “Subdivision Plat of Running Man Section Five-C, County of York, Virginia ” dated September 10, 1992, made by Davis & Associates, Surveyors – Planners, and duly recorded in the Clerk’s Office of the Circuit Court for the County of York, Virginia in Plat Book 11, Page 542

### **RUNNING MAN SECTION FIVE-D**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being all numbered lots (Lots 31 through 48, both inclusive) as shown on that certain plat entitled, “Subdivision Plat of Running Man Section Five-D, County of York, Virginia ” dated April 1, 1994, made by Davis & Associates, Surveyors – Planners, and duly recorded in the Clerk’s Office of the Circuit Court for the County of York, Virginia in Plat Book 12, Pages 78 and 79

### **RUNNING MAN SECTION SIX-A**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being all numbered lots (Lots 14 through 23, both inclusive and Lots 63, 64, 69 and 70) as shown on that certain plat entitled, “Subdivision Plat of Running Man Section Six-A, County of York, Virginia ” dated July 1, 1993, made by Davis & Associates, Surveyors – Planners, and duly recorded in the Clerk’s Office of the Circuit Court for the County of York, Virginia in Plat Book 11, Pages 666 and 667

**RUNNING MAN SECTION SEVEN-A** All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being the thirty-nine (39) numbered lots 1 through 16, both inclusive and Lots 53 through 75 both inclusive, on that certain plat entitled, “Subdivision Plat of Running Man Section Seven-A, County of York, Virginia ” dated October 1, 1998, made by Davis & Associates, Surveyors – Planners, and duly recorded in the Clerk’s Office of the Circuit Court for the County of York, Virginia in Plat Book 12, Pages 662, 663, and 664.

## **RUNNING MAN SECTION SEVEN-B**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being the thirty-five (35) numbered lots shown as lots 17 through 32, both inclusive, and lots 34-52, also both inclusive, on that certain plat entitled, "Subdivision Plat of Running Man Section Seven-B, Bethel Magisterial District, County of York, Virginia: dated July 9, 1999, made by Davis & Associates, P.C., Surveyors – Planners, and duly recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Plat Book 13 Page 59-61.

## **RUNNING MAN SECTION NINE-A**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being the forty-eight (48) numbered lots shown as lots 1 through 24, both inclusive, and lots 56 through 58, both inclusive, and lots 116 through 136, also both inclusive, on that certain plat entitled, "Subdivision Plat of Running Man Section Nine-A, Bethel Magisterial District, County of York, Virginia" dated January 2, 2001, made by Davis & Associates, P.C., Surveyors – Planners, and duly recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Plat Book 13 Page 344-347.

## **RUNNING MAN SECTION NINE-B**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being the thirty-one (31) numbered lots shown as lots 25 through 55, both inclusive, on that certain plat entitled, "Subdivision Plat of Running Man Section Nine-B, Bethel Magisterial District, County of York, Virginia" dated December 12, 2001, made by Davis & Associates, P.C., Surveyors – Planners, and duly recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in [sic] instrument No. 020015226.

\*\*such plat was corrected by plat entitled, "CORRECTED SUBDIVISION PLAT OF RUNNING MAN SECTION NINE-B, BETHEL MAGISTERIAL DISTRICT, COUNTY OF YORK, VIRGINIA," dated August 2, 2002 and recorded in the aforesaid Clerk's Office by Instrument No. 020016542.

## **RUNNING MAN SECTION NINE-C**

All those certain lots or parcels of land located in Bethel Magisterial District, York County, Virginia, and being the fifty-seven (57) numbered lots shown as lots 59 through 115, both inclusive, on that certain plat entitled, "Subdivision Plat of Running Man Section Nine-C, Bethel Magisterial District, County of York, Virginia" dated November 15, 2002, made by Davis & Associates, P.C., Surveyors – Planners, and duly recorded in Clerk's Office of the Circuit Court for the County of York, Virginia, as Instrument Number 040003631.

## **CATCH-ALL**

To the extent, if any, that any lot or parcel not described above was subjected to the Original Declarations (as such are more particularly described in the recitals herein), such shall be included within this Exhibit A.

AMENDED, RESTATED, AND CONSOLIDATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR RUNNING MAN COMMUNITY  
ASSOCIATION, INC.

[Individual-Owner Signature Page]

Address(es) of Lot(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Lots Owned: \_\_\_\_\_

Section of Lot(s): \_\_\_\_\_

\_\_\_\_\_  
Print Name (Owner)

\_\_\_\_\_  
Print Name (of other person(s) listed on deed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me in \_\_\_\_\_, Virginia,  
this \_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

AFFIX NOTORIAL SEAL HERE:



AMENDED, RESTATED, AND CONSOLIDATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR RUNNING MAN COMMUNITY  
ASSOCIATION, INC.

[Entity-Owner Signature Page]

Address(es) of Lot(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Lots Owned: \_\_\_\_\_

Section of Lot(s): \_\_\_\_\_

\_\_\_\_\_  
Print Name (Owner)

\_\_\_\_\_  
Print Name (of other person(s) listed on deed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me in \_\_\_\_\_, Virginia,  
this \_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

AFFIX NOTORIAL SEAL HERE: