

Instrument Control Number

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LR 201100017199 10/25/2011 01:49 PM

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

Recorded in the Clerk's Office of the
SPOTSYLVANIA COUNTY, Virginia Circuit Court

Teste: Christalyn Jett : Christalyn M. Jett

[ILS Cover Sheet Agent Online 1.1.6]

TAX REPORT
C Date of Instrument [ 06/11/2011 ]
O Instrument Type [ DRC ]
P Number of Parcels [ 1 ]
Number of Pages [ 11 ]
City [ ] County [ X ] [ Spotsylvania County ]

(Box for Deed Stamp Only)

First and Second Grantors
Last Name First Name Middle Name Suffix
[X] All Dulles Area Muslim Society
[Gauthier] [ Andre ] [ Y. ]
First and Second Grantees
Last Name First Name Middle Name Suffix
[X] Runnymede Property Owners Association, Inc.
Grantee Address (Name) [ Runnymede Property Owners Association, Inc. ]
(Address 1) [ c/o 214 Windway Drive ]
(Address 2)
(City, State, Zip) [ Orange ] [ VA ] [ 22960 ]
Consideration [ 0.00 ] Existing Debt [ 0.00 ] Assumption Balance [ 0.00 ]

Prior Instr. Recorded at: City [ ] County [ X ] [ Spotsylvania County ] Percent. in this Juris.(%) [ 100 ]
Book [ 366 ] Page [ 223 ] Instr. No [ ]
Parcel Identification No (PIN)
Tax Map Num. (if different than PIN) [ Multiple, See Instrument ]
Short Property Description [ Lots in Section 1, 2, 2A & 3 ]
Current Property Addr(Address 1) [ Runnymede Subdivision ]
(Address 2) [ See Instrument ]
(City, State, Zip) [ See Instrument ] [ VA ] [ ]

Instrument Prepared by [ Hirschler Fleischer ]
Recording Paid for by [ Hirschler Fleischer ]
Return Recording to (Name) [ Hirschler Fleischer ]
(Address 1) [ 725 Jackson Street, Suite 200 ]
(Address 2)
(City, State, Zip) [ Fredericksburg ] [ VA ] [ 22401 ]
Customer Case ID [ 035605 ] [ 00001 ] [ ] [ ]



Instrument Control Number

# Commonwealth of Virginia Land Record Instruments Cover Sheet - Form B

[ILS Cover Sheet Agent Online 1.1.6]

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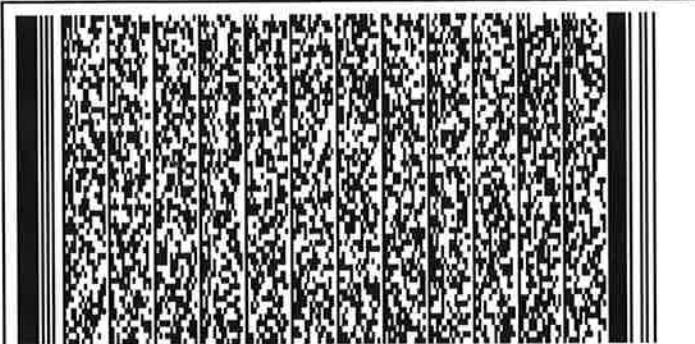
Date of Instrument [ 06/11/2011 ]  
Instrument Type [ DRC ]  
Number of Parcels [ 1 ]  
Number of Pages [ 11 ]  
City  County  [ Spotsylvania County ]

(Box for Deed Stamp Only)

### Grantors/Grantees/Parcels Continuation Form B

	Last Name	First Name	Middle Name	Suffix
<input type="checkbox"/>	Gauthier	Sultana	S.	
<input checked="" type="checkbox"/>	Feaster	Delbert	O.	Trustee
<input type="checkbox"/>	Feaster	Ida	A.	Trustee
<input checked="" type="checkbox"/>	Klein	Z.	Louis	
<input checked="" type="checkbox"/>	Kunkel	Rodney	L.	Trustee
<input type="checkbox"/>	Kunkel	Ruth	L.	Trustee
<input checked="" type="checkbox"/>	Holsworth	Steven	T.	
<input checked="" type="checkbox"/>	Holsworth	Kristin	K.	
<input checked="" type="checkbox"/>	Byer	Barry		
<input checked="" type="checkbox"/>	Byer	Sharyn		
<input checked="" type="checkbox"/>	Smith	Linda	L.	
<input checked="" type="checkbox"/>	Shadyac	James	P.	
<input checked="" type="checkbox"/>	Clarke	Charles	R.	Trustee of the
<input checked="" type="checkbox"/>	Griffith	Harry	H.	
<input checked="" type="checkbox"/>	Smith	David	D.	
<input checked="" type="checkbox"/>	Smith	Lou	K.	
<input checked="" type="checkbox"/>			Davis	

Prior Instr. Recorded at: City  County  [ ] Percent. in this Juris.(%) [ ]  
 Book [ ] Page [ ] Instr. No [ ]  
 Parcel Identification No (PIN) [ ]  
 Tax Map Num. (if different than PIN) [ ]  
 Short Property Description [ ]  
 Current Property Addr(Address 1) [ ]  
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Instrument Control Number

Commonwealth of Virginia  
Land Record Instruments  
Cover Sheet - Form B

[ILS Cover Sheet Agent Online 1.1.6]

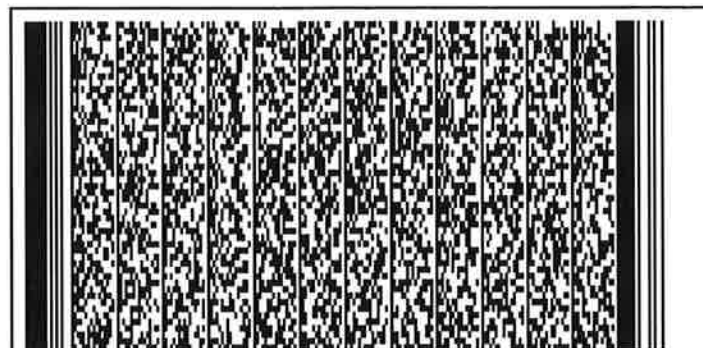
T A X  E X E M P T	G R A N T O R	G R A N T E E	C O R P	Date of Instrument	[ 06/11/2011 ]
				Instrument Type	[ DRC ]
				Number of Parcels	[ 1 ]
				Number of Pages	[ 11 ]
				City <input type="checkbox"/> County <input checked="" type="checkbox"/> [ Spotsylvania County ]	

(Box for Deed Stamp Only)

Grantors/Grantees/Parcels Continuation Form B

	Last Name	First Name	Middle Name	Suffix
<input type="checkbox"/>	Young	Debora	K.	
<input checked="" type="checkbox"/>	Feeney	James	E.	
<input type="checkbox"/>	Ritchie	John	D.	Jr.
<input checked="" type="checkbox"/>	Ritchie	Diane	M.	
<input type="checkbox"/>	Huhn	Frank	A.	
<input checked="" type="checkbox"/>	Huhn	Betty	L.	
<input type="checkbox"/>	Harlow	Corey	H.	
<input checked="" type="checkbox"/>	Harlow	Sherry	D.	
<input type="checkbox"/>	Hudson	Richard	L.	
<input checked="" type="checkbox"/>	Hudson	Donna	D.	
<input type="checkbox"/>	Wessels	August	H.	Sr.
<input checked="" type="checkbox"/>	Wessels	Patricia	T.	
<input type="checkbox"/>	Gerber	Emma	P.	
<input checked="" type="checkbox"/>	Blakeslee	George	A.	
<input type="checkbox"/>	Blakeslee	Phillis	L.	
<input checked="" type="checkbox"/>	Marziano	Lori	L.	

Prior Instr. Recorded at: City  County  [ ] Percent. in this Juris.(%) [ ]  
 Book [ ] Page [ ] Instr. No [ ]  
 Parcel Identification No (PIN) [ ]  
 Tax Map Num. (if different than PIN) [ ]  
 Short Property Description [ ]  
 Current Property Addr(Address 1) [ ]  
 (Address 2) [ ]  
 (City, State, Zip) [ ] [ ] [ ]



Instrument Control Number

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# Commonwealth of Virginia Land Record Instruments Cover Sheet - Form B

[ILS Cover Sheet Agent Online 1.1.6]

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Date of Instrument [ 06/11/2011 ]  
Instrument Type [ DRC ]  
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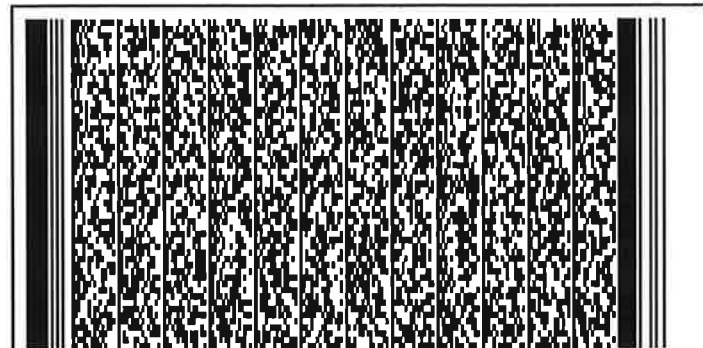


(Box for Deed Stamp Only)

### Grantors/Grantees/Parcels Continuation Form B

	Last Name	First Name	Middle Name	Suffix
<input type="checkbox"/>	Cummings	George	F.	
<input checked="" type="checkbox"/>	Cummings	Leona	L.	
<input type="checkbox"/>	Golden Rule, LLC			
<input checked="" type="checkbox"/>	Kirley	Bradford	A.	Trustee
<input checked="" type="checkbox"/>	Kirley	Donna	D.	Trustee
<input type="checkbox"/>	Taylor	Amy	Lee	
<input checked="" type="checkbox"/>	Rice	Tony	L.	
<input checked="" type="checkbox"/>	Morin	Ernest	L.	
<input checked="" type="checkbox"/>	Morin	Lillie	M.	
<input checked="" type="checkbox"/>	DeButts	Arnold	A.	
<input checked="" type="checkbox"/>	Gallant	David	J.	
<input checked="" type="checkbox"/>	Gallant	Alejandra	C.	
<input checked="" type="checkbox"/>	Biondi	Richard		Trustee
<input checked="" type="checkbox"/>	Biondi	Susan	D.	Trustee
<input checked="" type="checkbox"/>	Mielke	Earl	L.	Jr.
<input checked="" type="checkbox"/>	Mielke	Mildred	K.	

Prior Instr. Recorded at: City  County  [ ] Percent. in this Juris.(%) [ ]  
Book [ ] Page [ ] Instr. No [ ]  
Parcel Identification No (PIN) [ ]  
Tax Map Num. (if different than PIN) [ ]  
Short Property Description [ ]  
Current Property Addr(Address 1) [ ]  
(Address 2) [ ]  
(City, State, Zip) [ ] [ ] [ ]





Prepared by:  
Hirschler Fleischer, P.C.  
725 Jackson Street, Ste. 200  
Fredericksburg, Virginia 22401

Tax Map Nos.: 54A-1-15, 54A-1-16, 54A-1-17, 54A-1-18, 54A-3-1, 54A2-1-, 54A2-2-, 54A2-3-, 54A2-4-, 54A2-5-, 54A2-6-, 54A2-7-, 54A2-8-, 54A2-9-, 54A2-10-, 54A2-11-, 54A2-12-, 54A2-13-, 54A4-1-, 54A4-2-, 54A4-3-, 54A4-4-, 54A4-5A, 54A4-5B, 54A4-7R, 54A4-6-, 54A4-8-, 54A4-9-, 54A4-10-, 54A4-12-, 54A4-14-, 54A4-15-, 54A4-16A, 54A4-16B, 54A4-17-, 54A4-18-, 54A4-19-, 54A4-20-, 54A4-21-, 54A4-22-, 54A4-23-, 54A4-24-, 54A4-25-, 54A3-2-

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS  
FOR RUNNYMEDE**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS FOR RUNNYMEDE** is made this 11 day of June, 2011 by the **RUNNYMEDE PROPERTY OWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation (the "Association"), to be indexed as Grantor and Grantee. For indexing purposes only, the following owners ("Owners") of the Lots in Runnymede are to be indexed as Grantors:

<u>Section Number:</u>	<u>Lot Number:</u>	<u>Owner:</u>
1	15	All Dulles Area Muslim Society
1	16	Andre Y. Gauthier and Sultana S. Gauthier
1	17	Delbert O. and Ida A. Feaster Trust
1	18	Z. Louis Klein
2	1	Rodney L. & Ruth L. Kunkel, Trustees of the R & R Kunkel Trust
2	2	Steven T. Holsworth and Kristin K. Holsworth
2	3	Barry Byer and Sharyn L. Byer
2	4	Linda P. Smith
2	5	James R. Shadyac
2	6	Charles H. Clarke, Trustee of the Charles L. Clarke Trust 1/15/03
2	7	Harry D. Griffith
2	8	David K. Smith and Lou Davis Smith
2	9	Debora K. Young and James E. Feeney
2	10	Linda P. Smith
2	11	John D. Ritchie Jr. and Diane M. Ritchie
2	12	Frank A. Huhn and Betty L. Huhn
2	13	Corey H. Harlow and Sherry D. Harlow
2A	1	Richard L. Hudson and Donna D. Hudson
2A	2	August H. Wessels, Sr. and Patricia T. Wessels

<u>Section Number:</u>	<u>Lot Number:</u>	<u>Owner:</u>
3	1	Emma P. Gerber
3	2	George A. Blakeslee and Phillis L. Blakeslee
3	3	Lori L. Marziano
3	4	George F. Cummings and Leona L. Cummings
3	5A	Golden Rule, LLC
3	5B	Bradford A. & Donna D. Kirley, Trustees of the Kirley Family Trust
3	6	Golden Rule, LLC
3	7R	Amy Lee Taylor
3	8	Tony L. Rice
3	9	Ernest L. Morin and Lillie M. Morin
3	10	Ernest L. Morin and Lillie M. Morin
3	12	Amy Lee Taylor
3	14	Arnold A. DeButts
3	15	David J. Gallant and Alejandra C. Gallant
3	16A	Richard & Susan D. Biondi Trustees of the Biondi Family Trust 2/7/06
3	16B	Earl L. Mielke, Jr. and Mildred K. Mielke
3	17	Keith Edward Gore and Susanne P. Gore
3	18	Dan N. Stephenson Trustee and Bonnie Stephenson Trustee
3	19	Dan N. Stephenson Trustee and Bonnie Stephenson Trustee
3	20	Patrick M. Browne and Marie C. Browne
3	21	Peter Urban
3	22	William R. Thornton and Katherine P. Thornton
3	23	Z. Louis Klein
3	24	Z. Louis Klein
3	25	Arnold A. DeButts

## RECITALS

A. Pursuant to those certain deeds of dedication recorded in the Circuit Court Clerk's Office for Spotsylvania County, Virginia in Deed Book 366, page 223; Deed Book 454, page 163, and Deed Book 513, page 172 (collectively the "Deeds of Dedication"), certain property located in Spotsylvania County, Virginia (the "Property" as defined below) was subjected to certain conditions and restrictions as more particularly set forth in the Deeds of Dedication. Pursuant to Paragraph 21 of the Deeds of Dedication (Deed Book 366, page 223), the Deeds of Dedication may be amended upon the approval of two-thirds (2/3) of the Owners of Lots.

B. Pursuant to that certain Declaration of Covenants for Maintenance Assessments, recorded in the Clerk's Office in Deed Book 528, page 244 (the "Declaration of Covenants"), the Association was formed for the purpose of maintaining the Common Area of the Property and the lots located within the Property were subjected to assessments for such maintenance, promoting the recreational, safety, health and welfare of lot owners. Pursuant to Article VI of the Declaration of Covenants, the Declaration of Covenants may be amended upon the approval of seventy-five percent (75%) of Owners of Lots.

C. The Association and the Owners desire to record this Declaration, which shall supersede all previously recorded deeds of dedication and declarations applicable to the Property, including the Deeds of Dedication and the Declaration of Covenants.

D. The requisite number of Owners of Lots had approved this Amended and Restated Declaration of Covenants for Runnymede Property Owners Association as evidenced by the Certificate of the President of the Association and the ratification signature pages retained in the record of the Association.

## ARTICLE I

### DEFINITIONS

1.1. "Association" shall mean and refer to Runnymede Property Owners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

1.2. "Board of Directors" shall mean the board of directors of the Association elected as provided for in the By-Laws of the Association.

1.3. "Clerk's Office" shall mean the Circuit Court Clerk's Office for Spotsylvania County, Virginia.

1.4. "Common Area" shall mean all real property and recreational facilities owned by the Association for the common use and enjoyment of the members of the Association.

1.5. "Lot" shall mean and refer to lots in Runnymede Subdivision as shown on the following plats: (i) plat of Section One of Runnymede Subdivision prepared by Sullivan, Donahoe & Ingalls, dated September 16, 1974 and recorded in the Clerk's Office in Deed Book 364, page 184; (ii) plat of Section Two of Runnymede Subdivision prepared by Franklin R. Corbin, C.L.S., dated January 4, 1975 and recorded in the Clerk's Office in Deed Book 364, page 185; (iii) plat of Section Two-A of Runnymede Subdivision prepared by Dexter Hubbard, Jr., dated May 15, 1978 and recorded in the Clerk's Office in Deed Book 449, page 554; (iv) plat of Section Three of Runnymede Subdivision prepared by Dexter Hubbard, Jr., dated May 15, 1978 and recorded in the Clerk's Office in Deed Book 464, page 265 (collectively the "Plats"). There are 45 Lots in Runnymede Subdivision.

1.6. "Member" shall mean and refer to every person or entity who holds membership in the Association



1.7. "Owner" shall mean and refer to the record owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security for the performance of an obligation.

1.8. "Property" shall mean the land encompassing the Lots and Common Area subject to this Declaration as depicted on the Plats.

1.9. "Recreational Area" shall mean the boat ramp and dock which provide access to Lake Anna. The Association has the use of this area pursuant to a Construction and Use Agreement with Virginia Electric and Power Company, dated April 21, 1975 (the "Use Agreement").

1.10. "Voting member" shall mean and refer to the person who represents the Lot for purposes of voting in the Association. Where there is more than one member for a given Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any single Lot.

1.11 "Dwelling" shall mean a single family residential living unit comprised of bedroom(s), kitchen and bathroom(s).

## ARTICLE II MEMBERSHIP

2.1. Mandatory Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

2.2. Voting. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but no more than one vote shall be cast with respect to any Lot. Lots that are consolidated via boundary line adjustments or otherwise shall nevertheless be deemed separate lots for voting purposes.

## ARTICLE III PROPERTY RIGHTS

3.1. Members' easements of enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and the Recreational Area. Such easement shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members to the Common Area and/or Recreational Area.
- (b) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area and facilities and to acquire property for the benefit of the Association

- (c) The right of the Association to suspend the right to use the Common Area by a Member for failure to pay assessments, as provided for in Va. Code § 55-513.
- (e) Use of the Recreational Area is subject to the terms and conditions set forth in the Use Agreement. The Association shall have the right to suspend the right to use the Recreational Area by a Member for failure to pay assessments or for non-compliance with the terms of the Use Agreement by a Member or a Member's guests or tenants.

3.2. Delegation of Use. Any member may delegate, in accordance with these Covenants and the Association's By-Laws, his right of enjoyment to the Common Area to the members of his family, tenants, or guests.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

4.1. Annual Assessments. Each Owner of a Lot shall be deemed to covenant and agree to pay the Association annual assessments, in advance, as determined by a budget prepared by the Association. No Member may avoid payment of annual assessments for any reason including non-use of the Common Area.

4.2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots and in particular for the payment of taxes, improvements, insurance and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, as well as for the provision of reserves for replacements as required by the Virginia Property Owners' Association Act, Va. Code §§ 55-508 et seq. (the "Act").

4.3. Basis of Annual Assessments. All Lots shall be assessed equally regardless of size or location. Lots that are consolidated via boundary line adjustments or otherwise shall nevertheless be deemed separate lots for assessment purposes. Annual assessments shall be set each year by the Board of Directors at the annual meeting of the Association. The annual assessment may be changed by 2/3 vote of the Members present, in person or by proxy, at the annual meeting, provided a quorum is present. Notice of any proposed increase in the annual assessment must be given at least 30 days in advance of the annual meeting. The annual assessment shall be sufficient to maintain and operate, in neat and good order, and to pay all taxes, insurance, improvements and maintenance expenses with respect to the Common Area for the aforesaid purposes.

4.4. Special Assessments. In addition to the annual assessment authorized above, the Association may assess a special assessment for the purpose of defraying in whole or part, any construction, reconstruction, repair or unexpected expense that is deemed in the best interests of

the Association and is used primarily for the maintenance and upkeep of the Common Area or for the funding of reserves for replacements. Special assessments are subject to the procedures as stated in the By-Laws.

4.5. Due Dates. Annual assessments are due each year by Memorial Day unless otherwise provided by the Board of Directors.

4.6. Effect of Nonpayment of Assessments. If any assessments are not paid within thirty (30) days after their due date, the assessment shall bear interest from the date of delinquency at the rate of 12% per annum. The Association shall send a reminder notice after the expiration of said thirty (30) day period. The Association may bring an action at law against the member personally obligated to pay the assessment. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The voting rights and privileges of any Member who has not paid assessments as provided for herein shall be terminated until such time as payment of such assessment, including late fees and interest, is made.

In addition, any annual or special assessment not paid when due shall be a continuing lien upon the Lot. Such lien may be perfected and foreclosed upon by the Association consistent with the provisions of Va. Code § 55-516.

4.7. Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to real property taxes and to any unpaid sums due and owing under any mortgage or deed of trust recorded prior to the perfection of the lien. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V ARCHITECTURAL CONTROL

5.1. Approval. No building, fence, wall, walkway, driveway or other structure shall be constructed upon any Lot unless plans showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee (the "ACC"). The By-Laws shall govern the composition and procedures for the appointment of the ACC. The ACC will ascertain if the proposed plans are of quality materials and are in harmony with the existing structures located on the Property. All buildings shall be constructed of brick, stone, wood, quality siding or other material regularly used for such structures within the Property. Any garage or other structure located on any Lot shall be consistent with the architectural design and appearance of the Dwelling on the Lot. Approval or disapproval of plans, locations or specifications may be based by the ACC upon purely aesthetic considerations, which, in the sole and uncontrolled discretion of the ACC shall be sufficient. The ACC has the right to grant variances, with the approval of the Board of Directors, to these covenants where such variance is necessitated by circumstances beyond the reasonable control of the Owner or where, in the reasonable discretion of the ACC and the Board of Directors, such variance will not adversely impact the nature of the Property or the values of Lots.

5.2. Submittal of Plans. A detailed copy of plans, including the materials to be used, location on the Lot and construction schedule must be provided the ACC. If the ACC has not approved or rejected such plans and specifications within forty-five (45) days following receipt of written request for approval, the person making the submission for approval shall deliver to the ACC written notice of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed to be approved unless they conflict with the express minimum requirements of this Declaration or any standards adopted by the ACC.

5.3. Rules and Regulations. The ACC may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the ACC shall be final except that any Member who is aggrieved by any action or forbearance from action by the ACC (or by any policy, standards or guidelines established by the ACC) may appeal the decision of the ACC to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors. The decision of the Board of Directors shall be final.

5.4. Completion. All structures shall be completed within one year from the commencement thereof. The ACC may grant an extension upon request.

5.5. Setbacks. No building shall be located on any lot less than 30 feet from the front line (road side), 10 feet from each side line or 30 feet from the rear lot line (except for waterfront side). For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on one lot to encroach upon another lot.

5.6. Land Use and Building Type. Only one Dwelling having a minimum finished living space of 1250 square feet and not to exceed two stories in height is permitted per Lot.

5.7. Completed Buildings. All buildings and other structures constructed or with respect to which construction is in progress as of the date of the recording of this Declaration are considered approved.

## ARTICLE VI RESTRICTIONS AND PROTECTIVE COVENANTS

6.1. Subdivision of Lots Prohibited. No more than one Dwelling shall be erected on any one Lot. However, a Dwelling may be erected on one or more adjacent Lots, or on a Lot and a part of another Lot. A Lot may not be subdivided. All Lots shall be at least one acre.

6.2. **Residential Use.** All Dwellings and Lots shall be used for single family residential purposes exclusively. The use of a portion of any Lot for business purposes by the owner or occupant thereof shall be considered a residential use only if the Lot is used primarily for residential purposes, and if such business use (i) is not detectable by sight, sound or smell from the exterior of the residence, (ii) is consistent with zoning and does not violate applicable law; (iii) does not increase the liability or casualty insurance premium or obligation of the Association or of other residents of the Property; (iv) does not create any customer or client traffic which is detrimental to the residential characteristics of the Property as determined by the Board of Directors in their discretion; and (v) is consistent with the residential character of the Property and does not constitute a nuisance, hazard, offensive use, or threaten the security or safety of any Owner, as determined by the Board of Directors in their discretion. The use of a Lot shall not be deemed to be for single family purposes if the Lot is used (whether by common owners or tenants) by more than three (3) unrelated persons as a residence.

6.3. **Nuisance.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners, including barking dogs or other constant loud noises. No household trash or garbage shall be permitted to be burned on any lot. No commercial vehicles other than light commercial vehicles regularly used in the owner's employment or business with a gross vehicle weight rating (GVWR) not to exceed 14,000 pounds shall be permitted to be parked on the streets or on any Lot. No heavy equipment shall be permitted to be parked on the streets or on any Lot, except during construction. No unlicensed or inoperable vehicles shall be parked on any street or any Lot.

6.4. **Upkeep.** Owners of Lots shall keep their lots free of garbage, trash and litter. Yards are to be kept mowed and in neat condition. In the event an Owner fails to properly maintain his Lot and such failure continues for a period in excess of thirty (30) days after written notice from the Association, the Association shall have the right to take care of needed upkeep and charge the owner with the costs incurred for such cleanup.

6.5. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a Dwelling either temporarily or permanently.

6.6. **Livestock and Poultry.** No swine, cows, horses, goats or livestock of any kind shall be kept on any Lot. No dog pens, kennels or similar enclosures involving rearing, handling or care of animals shall be permitted. An enclosure for housing a household pet is permitted with ACC approval

6.7. **Signs.** No sign of any kind shall be displayed to the public view on any lot except: (i) one professional sign of not more than three square feet, advertising the property for sale or rent or the sign used by a builder to indicate the building process which is under way; (ii) a sign not exceeding 2 square feet providing the house or homeowners name and name of a security company. Conventional mailboxes and house numbers may be installed

6.8. Fences. Fences within the Property are discouraged because an “open” community is desired. Any fence constructed on a Lot must be approved by the ACC according to the procedure set forth in Article V hereof prior to installation. Guidelines for fences include, but are not limited to: wood or approved substitute fences shall be no more than 50% solid with a maximum height of 4 feet, and such other guidelines as may be established by the ACC under Article V hereof.

## ARTICLE VII GENERAL PROVISIONS

7.1. Amendments. This Declaration may be amended by an instrument approved by the Owners of at least two-thirds (2/3) of the Lots. Any amendment must be recorded in the Clerk’s Office and, if the approval of Owners is required, must either be signed by the Owners of at least two-thirds of the Lots or have appended to it an acknowledged certificate of the President of the Association that the amendment has been approved as required hereby.

7.2. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If, in any litigation for the enforcement of these covenants, conditions and restrictions, the Association or any Owner bringing suit prevails, such prevailing party shall be entitled to be reimbursed for reasonable attorney’s fees incurred in seeking such enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.3. Complaints. Members may file a complaint in writing by sending the complaint to any member of the Board of Directors along with their contact information, lot number and a description of the complaint. The Board of Directors will respond to this complaint within 60 days of its receipt.

7.4. Successors and Assigns. These guidelines and covenants shall run with title to the Property and shall be binding on Owners their successors and assigns. This Declaration shall continue in effect for a period of twenty (20) years from the date of recording hereof, after which time they shall automatically be extended for additional ten (10) year periods, unless an instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded, agreeing to change the covenants in whole or in part.

7.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK - SIGNATURES FOLLOW]*

WITNESS the following duly authorized signatures:

RUNNYMEDE PROPERTY OWNERS ASSOCIATION, INC.,  
a Virginia non-stock corporation

By: David K Smith

Name: DAVID K. SMITH

Title: President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Loudoun, to-wit:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of  
October, 2011 by David K. Smith as President  
of Runnymede Property Owners Association, Inc., on behalf of the corporation.

My commission expires: October 31, 2013  
Notary registration no.: 7279631

Tracy K. Dyer  
Notary Public

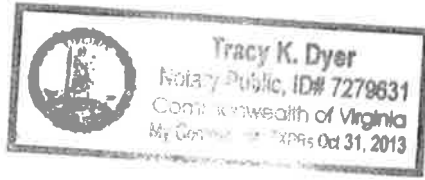


EXHIBIT A

CERTIFICATE OF PRESIDENT

The undersigned hereby certifies that he/she is the duly elected or appointed, and acting President of Runnymede Property Owners Association, Inc. (the "Association") and that at least 75% of the Owners ratified, by written instrument signed by them, the Amended and Restated Declaration to which this certificate is attached as required by Va. Code §55-515.1.

*David K. Smith*

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DAVID K. SMITH, President

INSTRUMENT #110017199  
RECORDED IN THE CLERK'S OFFICE OF  
SPOTSYLVANIA ON  
OCTOBER 25, 2011 AT 01:49PM  
CHRISTALYN M. JETT, CLERK  
RECORDED BY: ASM