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7840-01-6652 7840-01-6863
7840-01-0513 7840-91-9244
7840-01-9262 7840-02-7293
7840-03-9001 7840-21-2515
7840-42-7812



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MOUNTAIN RUN

PROTECTIVE COVENANTS

THIS DECLARATION is made as of the 27th day of June, 2003, by Mountain Run, L.L.C., a Virginia limited liability company (hereinafter referred to as "Declarant").

ARTICLE I

RECITALS

1.01 Ownership. Declarant is the owner of certain real property (the "Property") consisting of Lots 1 through 99 inclusive as shown on a certain plat of survey prepared by Timmons, dated June 5, 2000, revised May 17, 2002, entitled Preliminary Subdivision Plat Mountain Run, Hanover County, Virginia, (the "Plat"). *Plat BK 36 pg. 632*

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Covenants. Declarant hereby declares the Property (as herein defined) shall hereafter be held, transferred, sold, leased, conveyed, financed, mortgaged and occupied subject to the covenants and provisions herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, each and every parcel of the Property and all ground leasehold estates therein and shall apply to and bind the heirs, legal and personal representatives, assignees and successors in interest of any Owner (as hereinafter defined) thereof: provided, however, that any and all rights, powers and reservations of Declarant including but not limited to those relating to issuances of approval, enforcement, curing of defaults and rights of regulation according

to this Declaration are personal to Declarant and may be transferred to its successor and assigns as contemplated in Section 7.03 hereof which taker may or may not own land in Mountain Run.

2.02 Purpose of Covenants. The general purpose of this Declaration is to provide that the Property which is and shall be known as Mountain Run, will be developed, improved and used in such a manner that:

- (a) The image of Mountain Run as a high quality residential development will be created, preserved and enhanced;
- (b) Improvements (as hereinafter defined) located therein will provide a harmonious and appealing appearance and function; and
- (c) The common areas and appurtenances thereto will be maintained and administered.

The specific purpose of this Declaration is to provide a means for creating, maintaining, controlling and preserving Mountain Run as a high-quality residential development as permitted by the Zoning Ordinances (hereinafter defined) and these Protective Covenants.

2.03 Definitions.

- (a) Association. "Association shall mean the Homeowners Association of Mountain Run, Inc. created pursuant to Article VIII of these Protective Covenants.

(b) Common Area. "Common Area" shall mean any land, improvement, right of way, or easement designated by Declarant for the use of all Owners (as hereinafter defined) of Lots (as hereinafter defined) in Mountain Run. A Common Area shall be deemed sufficiently designated if Labeled "Common Area" on a plat of all or a portion of the Property signed by and recorded by Declarant. For purposes of these Protective Covenants, Common Area shall include any portion of a Site that the Owner thereof may designate as a common area for any purpose or in any other document unless such other document specifically declares such Common Area to be a Common Area within the scope of the Declaration and Declarant accepts such area as Common Area.

(c) Declarant. "Declarant" shall mean Mountain Run, L.L.C., and its successors and its assigns pursuant to Article 7.03 hereof.

(d) Improvements. "Improvements" shall mean and include, but not be limited to, buildings, outbuildings, underground installations, slope alterations, dams, spillways, ponds, lakes, swimming pools, spas, tennis courts, residential structures, sediment control devices, roads, berms, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs, poles, signs, utilities, water lines, sewer, drainfield and septic systems, electrical and gas distribution facilities, heating, cooling and air circulation equipment and facilities, loading areas, pumping stations and all other structures or

landscaping improvements of every type and kind initially or at any time thereafter placed or constructed on any Lot (as hereinafter defined).

(c) Occupant. "Occupant" shall mean any person, corporation, partnership, or organization who or which has purchased, leased, rented, or is otherwise legally entitled to occupy and use any Lot (as hereinafter defined) or portion thereof.

(f) Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot (as hereinafter defined) but excluding Trustees under Deeds of Trust and all others holding title merely as security for the performance of an obligation. No delegation by a fee simple owner shall relieve such fee simple owner from liability for the performance of such fee simple owner's obligations hereunder. In the event any Lot is jointly owned by two or more persons or entities then each shall be fully liable hereunder as an Owner.

(g) Property. "Property" shall mean the real property described in Section 1.01 and any additional real property subjected to these Protective Covenants pursuant to the provisions of this Declaration.

(h) Lot. "Lot" shall mean a lot owned in fee simple by Declarant or any other Owner in Mountain Run, as shown and designated on the Plat as described in the Plat in Section 1.01. One Owner may own more than one Lot and such Lots shall not merge and shall remain separate Lots in spite of the fact that two or more of same may have a common boundary line.

(i) Supplemental Declarations. "Supplemental Declarations" shall mean any declaration of covenants, conditions and restrictions subsequently imposed upon all or any portion of the Property by Declarant provided such subsequent declaration specifically provides that is supplemental to this Declaration.

(j) Sewer & Water Utilities. Sewer and Water Utilities shall refer to the water and sewer that all Property Owners will be required to hook up to that will consist of a private water system and private sewer system.

(k) Survey. "Survey" and "Surveys" shall mean collectively the subdivision plat entitled Preliminary Subdivision Plat Mountain Run, a copy of which was recorded in the Office of the Clerk of the Circuit Court of the County of Hanover on _____, in Plat Book _____ page _____.

(l) Zoning Ordinances. "Zoning Ordinances" shall mean (i) the ordinance adopted by the Board of Supervisors of Hanover County, Virginia, concerning rezoning of the Property or portions thereof, and any amendments or modifications thereto, and rezonings of the same or other portions of the Property, in any such case only the consent of Declarant and (ii) such other zoning, subdivision, or land use ordinances hereinafter adopted by the Hanover County Board of Supervisors to the extent applicable to the Property. Zoning Ordinances shall include, without limitation, the conditions proffered by the zoning applicant and made a part of the Zoning Ordinances, and any amendments of the foregoing proffers.

ARTICLE III

PERMITTED AND PROHIBITED USES

3.01 Permitted Uses. The Property is to be used solely for high-quality residential purposes in accordance with the terms and conditions of the Zoning Ordinances, of these Protective Covenants, and of Supplemental Declarations recorded subsequently hereto by Declarant as to various phases and subdivisions of the Property provided such subsequent covenants, conditions and restrictions expressly state that they are subject to these Protective Covenants. Each Lot may be used only as a single-family residence.

3.02 Prohibited Uses.

- (a) No operation or use shall be permitted or maintained which is dangerous, unlawful or unsafe or which causes or produces any of the following effects discernable outside of buildings or affecting any adjacent Property:
- (1) Noise or sound including, without limitation, music whether prerecorded or performed live that is objectionable because of its volume, duration or frequency;
 - (2) Smoke;
 - (3) Noxious, toxic, or corrosive fumes or gases;
 - (4) Obnoxious odors;
 - (5) Dust, dirt or fly ash;

- (6) Unusual fire or explosive hazards;
 - (7) Vibration;
 - (8) Violations of applicable laws, ordinances and regulations;
 - (9) Any other activity, which creates a nuisance, is noxious or offensive or is not consistent with the intent or purpose of these Protective Covenants.
- (b) No manufacturing or industrial uses or operations may be conducted or permitted on any Lot.
- (c) The following shall be prohibited unless expressly approved by the Committee as hereinafter set forth:
- (1) Fences;
 - (2) Exterior antenna other than television antenna;
 - (3) Satellite dishes unless screened as not to be visible from the street or any other Lot;
 - (4) Above ground swimming pools;
 - (5) Exposed masonry other than brick or stone;
 - (6) Dwellings constructed on a slab foundation;
 - (7) Garages and garage doors that front on a street;
 - (8) Above ground propane tanks.
- (d) Unless specifically authorized in writing by Declarant, no animals, horses, livestock, cattle, hogs, goats or poultry of any kind shall be raised, bred or kept on any Lot, except not more than three dogs, cats or other household pets may be kept provided they are not

kept, bred or maintained for commercial purposes. No dog kennels of any type shall be allowed.

- (e) All trash, waste, garbage or other items to be disposed of must be kept in sanitary containers in the rear yard of each residence. No rubble shall be dumped on any Lot.
- (f) No unlicensed motor vehicle shall be parked on any Lot for more than 30 days unless kept in an enclosed garage. No trailer shall be parked for more than twelve (12) hours in any one seven (7) day period on any Lot unless same is kept in enclosed garage or in a real driveway area so as not to be visible from the street or unless appropriate screening is provided to shield the view of such trailer from any houses or neighboring Lots.
- (g) All on-street parking of motor vehicles is prohibited except for motor vehicles of temporary, non-resident, invited guests or contractors.
- (h) No motor driven vehicles of any kind will be allowed to be driven on the walking trails or in the common areas;
- (i) No gas powered motors will be allowed to be used in any of the ponds or lakes on the property.

3.03 Subdivision. Except in accordance with the Zoning Ordinances, and except with Declarant's consent in writing, which consent will be in Declarant's sole and absolute discretion, no Lot shall be subdivided, no dedication of any part of a Lot for a public or private road shall be made and no private right-of-way

granted; provided, however, that Declarant reserves the right at any time and from time to time to dedicate any portions of the Property owned by it as a public right of way and upon such dedication these Protective Covenants will thereafter no longer affect or apply to the portions of the Property so dedicated and accepted. Any Lot that is subdivided in accordance with this Section 3.03 shall result in the creation thereby of one or more new Lots for purposes of this Declaration. Declarant may express its consent thereto by signing and recording a plat of survey for such new Lots which plat of survey shall automatically result in the creation of additional Lots.

3.04. Lot Maintenance.

(a) Vacant Lot. The Owner of any Lot that is not improved or on which the Improvements have been destroyed by fire or other casualty, and on which Improvements are not under construction shall maintain its Lot in such a manner that no trash and debris will be allowed to collect and to otherwise provide upkeep to the Lot so that the Lot will not be hazardous and will at all times present a neat and attractive appearance.

(b) Improved Lot. The Owner of any Lot shall, during and after completion of construction of Improvements keep the premises, Improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all governmental, health, fire and police requirements and regulations and shall remove at his or its own expense any rubbish of any character whatsoever which he may have accumulated on his Lot.

3.05 Common Area Maintenance. The Association shall be responsible for the upkeep of the Common Areas and Roads, but the Developer will be responsible for the upkeep and maintenance of all ponds and lakes on the Property.

ARTICLE IV

REGULATION OF IMPROVEMENTS

4.01 Standards. The Committee (hereinafter defined) shall have the right to approve or disapprove any submitted plans for improvement if the Committee, in its sole discretion, determines that such plans are not in the best interest of the contemplated development of the Property. The approvals set forth in Article V, together with compliance with all applicable laws, ordinances, and regulations, must be obtained prior to beginning construction of any Improvements on any Lot.

4.02 Completion of Construction. After commencement of construction of any Improvements the work thereon shall be diligently and continuously prosecuted, to the end that the Improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Once commencement of construction of any Improvements occurs, the Owner of the Lot on which such construction is taking place shall diligently and continuously prosecute the completion of such Improvements and will not allow such construction to be discontinued for a period longer than ninety (90) days without the prior written consent of Declarant. In the event construction is discontinued due to strike(s) or labor dispute(s), inability to obtain labor or materials, or a reasonable substitute therefrom, acts of God, governmental restrictions or other reasons beyond the control of the Owner, this prohibition shall not apply so long as the Owner

notifies Declarant of the reason for the discontinuance, the steps being taken to correct the reason for the discontinuance and the anticipated amount of time before construction will continue, and such notice is updated every thirty (30) days. The Owner of each Lot, or part thereof, shall at all times keep contiguous public and private streets, Street Rights-of-Way free and the Lot from any dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements.

4.03 Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an Improvement including landscaping; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the plans for landscaping required by Section 4.04 hereof.

4.04. Landscaping. Every Lot shall be landscaped and maintained thereafter in a sightly and well kept condition. Open Lots (treeless) shall be required to plant a minimum of four (4) trees of no less than three-inch (3") caliper. The Committee must approve the variety of such trees.

4.05 Signs. No outdoor signs shall be permitted without consent of Declarant or the Committee except: (1) a "for sale" sign not exceeding ten (10) square feet in size may be placed on any Lot while same is being offered for sale; (2) appropriate signage at the entrances designating the Property as Mountain Run may be erected by the Declarant or the Association; (3) house numbering and street signs erected by Declarant or the Association; (4) appropriate signs to regulate the wetlands areas and Chesapeake Bay Preservation areas erected by Declarant and/or the Association; and (5) appropriate signs

to regulate traffic and the use of the common areas may be erected by Declarant or the Association.

4.06 Storage. Except during the construction of Improvements, no materials, supplies or equipment, shall be stored in any area except inside an approved and enclosed building.

4.07 Specific Requirements. Notwithstanding the foregoing, the following shall be required of all improvements on each Lot:

- (a) All Lots must have a driveway and such driveway must be constructed of a hard surface, including, asphalt, concrete, concrete crushed aggregate, brick, or some other hard surface specifically approved by the Committee;
- (b) All Lots must have a hard surface walk either from the fronting street or the driveway, such walk to be constructed of asphalt, concrete, concrete crushed aggregate, brick or some other hard surface specifically approved by the Committee;
- (c) All Lots must be improved with a front yard postlamp;
- (d) All lots must be improved with a front yard irrigation system;
- (e) All structures erected on a Lot must incorporate a minimum of twenty-five (25) year asphalt shingles as roofing material or some other roofing material specifically approved by the Committee;
- (f) Seventy-Five percent (75%) of the exterior wall surface of any residence constructed on a Lot must be of either brick, stone, or

synthetic stacco or some other surface specifically approved by the Committee; and

- (g) All residential dwellings built on a Lot must have a minimum of 3,000 heated square feet.

4.03. Specific Prohibitions. Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property:

- (a) Temporary Improvements. No temporary buildings or other improvements of a temporary nature, including without limitation trailers, tents and shacks, shall be permitted on the Property except as may be permitted by the Committee in its sole and absolute discretion. Temporary improvements used solely in connection with the construction of approved Improvements may be permitted provided they are located reasonably inconspicuously and are removed immediately after completion of such construction.
- (b) Service Lines. No "service" lines shall be constructed, placed or maintained anywhere in or upon the Property, unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved Improvements, except that electrical transformers may be permitted if properly screened and approved by the Declarant. Nothing herein shall be deemed to forbid the use of temporary power of telephone service poles incident to and during the construction of approved Improvements, nor the

installation of approved permanent outdoor safety light poles. The foregoing shall not apply to "transmission Lines". As used herein, the term "service line" shall include electric, cable television and telephone poles, wires, cables, conduits and/or equipment or other devices for the conveyance and use of electricity, telephone, radio, television and other energy transmission or communication signals on any Lot or part thereof. As used herein the term "transmission line" shall include such master electric, cable television and telephone poles, wires, cables, conduits, and/or television signals to and across the Lots or parts thereof, and from which the "service lines" run. All junction and access boxes shall be screened with appropriate landscaping. The necessity for utility connection, meter boxes, etc. should be recognized and integrated with the architectural style and site plan for each site.

(6) Garages. No Garage may be built as part of any residential dwelling or otherwise in which the doors of such garage front on a street and all garages must first be approved by the Committee as provided herein.

ARTICLE V

APPROVAL OF PLANS AND COMMENCEMENT OF

CONSTRUCTION

5.01 Plans. Before commencing the construction or alteration of all initial or any subsequent or replacement buildings, enclosures, parking facilities, storage yards, or any other structures or any landscaping or any other Improvements on or to any Lot

including, without limitation all replacements thereof and exterior renovations, reconstruction and repairs thereto, the Owner of every such Lot shall first submit preliminary and final plans (including site grading and landscape plans) and specifications, for all of the foregoing, all in duplicate, to the Committee for its written approval as hereinafter provided. The membership of the Committee shall initially be comprised of Thomas F. Pollard, Jr. and Michael B. Chenault. One copy of the submitted plans, specifications, and landscape plans, both preliminary and final, shall become the sole property of the Committee. The Committee shall be organized immediately upon the recordation of this Declaration. The Committee will select its own chairman and may adopt its own rules of order, and the chairman himself or upon the request of any member thereof shall call a meeting of the Committee with not less than twenty-four (24) hours prior written notice thereof to each member. A quorum of the Committee shall consist of a majority of its members or one member in the event the Committee consists of two persons or less and a quorum may act as the Committee at any meeting at which a quorum is present. Provided, however, that the Committee may designate and empower one or more of its members to act as the Committee in which event the member so acting shall exercise all power and authority of the Committee. The Committee may engage and seek advice from professional persons including without limitation, attorneys, architects, engineers, surveyors, landscape architects and land planners in connection with the review of submitted plans and specifications in which event the fees of such professional persons may be charged to and paid by any Owner who has submitted such plans as a condition of approval. The Committee at its meetings shall determine other organizational and operational matters. The Committee may, but shall not be required to,

adopt such written design criteria as it may deem appropriate from time to time, including issuance of an "Architectural Control Book", and may amend and terminate prior written design criteria from time to time as it may deem appropriate. In the event of the death or resignation of one or all of the members of the Committee the Board of Directors of the Association shall elect replacement members. Provided, however, that so long as the Declarant is the owner of at least one Lot the Declarant may appoint such replacement members. In the event the Declarant fails to appoint replacement members within thirty (30) days of resignation or death of a member or members then the Board of Directors of the Association shall elect replacement members. The initial mailing address of the Committee is: Mountain Run Review Committee c/o Michael Chensull. The Committee may change its address at any time without notice.

5.02 Approval Procedures and Requirements.

- (a) No Improvement, as defined herein, shall be constructed, erected, placed or altered on any Lot until preliminary and final plans and specifications for the Improvements showing such details and matters as may from time to time be established by the Committee, shall have been submitted to and approved in writing by the Committee;
- (b) The procedure for obtaining approvals shall be as follows: the Owner of each Lot will submit his name, mailing address and plans and specifications for the Improvements to be constructed or installed on the Lot to the Committee. Not later than twenty-one (21) business days after the date the Committee actually receives

such plans and specifications, the Committee will give the Owner written notice of approval or disapproval;

- (c) Nothing contained in this Declaration shall prohibit the reconstruction or replacement of Improvements on any Lot, in the event the existing Improvements are destroyed by fire, wind, storm or other such hazard or in the case of landscaping by drought, decay or other cause; provided, however, that the covenants and conditions contained herein including, but not limited to, the Committee's approval requirements shall continue to apply to the Lot and any reconstruction of Improvements shall be performed in accordance with the terms hereof. In the event any Improvements are destroyed or damaged either in whole or in part, the Owner of the Lot on which such damage or destruction occurs shall repair (including any applicable rebuilding) such Improvements within a reasonable period of time thereafter subject in all events to the terms and conditions of these Protective Covenants; provided, however, that if any such Improvements are totally damaged or destroyed or partially damaged or destroyed so as to make the cost of repair excessive and the Owner does not desire to so repair and rebuild such Improvements, then such damaged or destroyed Improvements and such other Improvements on the same Lot of which such damaged and destroyed Improvements are an integrated part shall be immediately and completely razed,

dismantled and removed completely from the Lot, the Lot shall be completely cleared of any and all debris and the Lot shall then be landscaped by the Owner pursuant to plans therefore submitted to and approved by the Committee as contemplated herein. For purposes of this Declaration, total damage or destruction shall mean that the Improvement is damaged or destroyed to such an extent that the Owner in the reasonable exercise of his or its judgment can no longer use or occupy such Improvements for its intended purpose.

5.04 Time for Approval. If the Committee fails either to approve or to disapprove either plans and specifications within twenty-one (21) business days after the Committee has actually received such plans and specifications, such plans and specifications (preliminary or final, as the case may be) shall be deemed approved by the Committee.

5.05 Disapproval. Whenever the Committee disapproves such plans and specifications, the disapproval shall be accompanied by a written statement of the reason or reasons for such disapproval and such other information in connection therewith as is otherwise provided for in this Article V.

5.06 Limitation of the Committee's Liability. Neither the Committee nor any member thereof, or its or their successors or assigns, shall be liable in damages to anyone submitting plans and specifications to them for approval, or to any Owner or Occupant of land affected by this Declaration, by reason of a mistake in judgment, negligence, variance, inconsistency or nonfeasance arising out of or in connection with

the approval or disapproval or failure to approve any such plans and specifications. In the event any member of the Committee is named as a party in any actual or threatened legal action on account of his membership in the Committee or of any action or nonaction which he has taken or not taken as a member of the Committee in good faith, then the Association shall pay such members reasonable attorney's fees and costs incurred as a result of any such action. Every person, corporation, partnership or organization who submits plans and specifications to the Committee for approval agrees, by submission of such plans and specifications, and every Owner of any of the Property agrees by acquiring title thereto or an interest therein, that he or it will not bring any action, proceeding or suit against the Committee or any member thereof to recover any such damages. The Committee's approval of any building plans, specifications, site or landscape plans or elevations or any other approvals or consents given or requirements imposed or suggested in connection therewith by the Committee pursuant hereto or otherwise shall not be deemed a warranty, representation or covenant that such buildings, landscaping or other Improvements or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, rules or regulations, by taking title to or leasing any part of the Property the Owner and/or Occupant, for themselves and their heirs, successors and assigns, do hereby expressly release and relieve Declarant, the Committee and all other members of the Committee of any and all liability in connection therewith.

5.07 Easements and Common Area Dedications. As a prerequisite of approval of plans and specifications, the Committee shall have the power to require the Owner who has submitted plans and specifications to grant easements for water lines, sanitary

sewers, storm drainage facilities, gas lines, underground telephone and electric power lines and other public utilities and to dedicate real estate as a Common Area.

5.08 Time Limitation. All approvals issued by the Committee as provided for in this Article V shall be effective for a period of eighteen (18) months from the date approval is given or deemed to have been given as provided in Section 5.04. In the event construction of the work called for by the plans and specifications approved has not been substantially completed within said eighteen (18) month period then approval shall be deemed expired and no construction shall thereafter commence unless a written renewal of such prior approval is granted by the Committee upon application of the Owner according to the method of submission of original plans and specifications as provided for in this Article V.

ARTICLE VI

COMPLIANCE AND ENFORCEMENT

6.01 Reciprocal Rights; Covenants Run With Land. Except as otherwise provided for herein, all restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot or in favor of every other Lot or part thereof; shall create reciprocal rights and obligations between the respective Owners of all Lots and privity of contract and estate between all Owners of all Lots, their heirs, successors and assigns; and shall as to the Owner of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots or parts thereof.

6.02 Attorney's Fees. In any legal or equitable proceeding for the enforcement of or to remedy the violation of these covenants or any provision hereof, the

losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties, in such amount as may be fixed by the court in such proceeding. Such fees upon appropriate docketing of a judgment to such effect shall become a lien against the Lot (if any) of the losing party. All remedies provided herein and/or otherwise available, at law or in equity, shall be cumulative and not exclusive.

6.03 Inspection. Declarant, the Committee and authorized agents of the Association may from time to time at any reasonable hour or hours and upon prior reasonable notice to the Owner, enter upon and inspect any Property or Improvements subject to these Protective Covenants to ascertain compliance therewith.

6.04 Compliance, Enforcement. Every Owner shall comply with all provisions of this Declaration. Any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages and for injunctive relief or for any other remedy available at law or in equity including, without limitation, specific enforcement.

6.05 By Whom Enforceable. Subject to the limitations set forth herein these covenants may be enforced by the Association, by any managing agent on behalf of the Association, by the Declarant, by the Committee or in any proper case by one or more aggrieved Owners, but none of them shall have any obligation to do so nor be liable to any one in the event of their failure to do so.

6.06 Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Committee, the Association or any Owner to enforce any covenants herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision of these Protective Covenants.

6.07 Right To Cure. In the Event the Owner of any Lot fails to remedy any default, deficiency or violation of these Protective Covenants then Declarant or the Association (and not any Owner, Occupant or any other person or entity) shall, in addition to all other remedies provided for herein, have the right, privilege and license to cure such default, deficiency or violation and to make and perform any and all reasonable maintenance, repairs or correction including without limitation, the destruction and removal of any Improvements constructed without approval of the Committee as provided for in Article V hereof, and the costs and expenses thereof, including reasonable attorney's fees of Declarant or the Association, as the case may be, shall be deemed a special assessment against the Lot and enforceable as provided in Article VIII hereof. Before the Declarant takes any such action the Owner shall be given an opportunity to be heard and to be represented by counsel before a meeting of the Committee. Notice of such hearing shall be hand delivered to the Owner or mailed by registered or certified mail, return receipt requested, to the Owner at the address of record with the Association at least fourteen (14) days prior to the hearing.

ARTICLE VII

TERM, MODIFICATION AND ASSIGNMENT

OF DECLARANT'S RIGHTS AND DUTIES

7.01 Term. Unless extended, modified, amended or terminated as provided in Section 7.02 hereof of "this Declaration", every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect, unless terminated by a majority vote of the total votes available to be voted for Class A directors as described in Section 8.03 hereof. The vote shall be in writing and shall be certified to

be correct by the Board of Directors of the Association, which shall be prima facie evidence of the truth of the matter certified.

7.02. Modification. This Declaration, or any modification hereof, may be extended, modified or amended (but not terminated completely except as provided for in Section 7.01 or this Section 7.02), as to the whole of the Property or any portion thereof, with, as to any extension, modification or amendment, the vote of 67% of the total votes available to be voted as described in Section 8.03 and as to the termination hereof the vote of 80% of the total votes available to be voted as described in Section 8.03. The vote shall be in writing or shall be certified to be correct by the Declarant or by the Board of Directors of the Association which certification shall be prima facie evidence of the truth of the matter certified. Notwithstanding the foregoing for so long as Declarant owns any Lot, (i) no such extension, modification, amendment or termination shall be effective without the written approval of Declarant, and (ii) Declarant may at any time, at Declarant's sole and absolute discretion, extend, modify, amend or terminate this Declaration as to any Lot.

7.03. Assignment of Declarant's Rights and Duties. Any and all rights, powers, easements and reservations of Declarant herein contained or hereafter granted to Declarant pursuant to the terms and provisions of this Declaration may be assigned in whole or in part to any person, corporation, partnership or organization (including, but not limited to, the Committee or the Association) which will assume the position of Declarant pertaining to the particular rights, powers, easements and reservations assigned, and upon any such person, corporation, partnership or organization's evidencing its consent in writing to accept such assignment and assume such position, he

or it shall, to the extent of such assignment, have the same rights, powers, easements and reservations as Declarant and be subject to the same obligations, if any, which then exist by reason of these Protective Covenants. Upon the occurrence of such assignment to any person or entity other than the Association, Declarant will serve written notice thereof on all then Owners in accordance with Section 10.05 hereof, or give record notice to all Owners by recording a notice of such assignment in the Office of the Clerk of the Circuit Court of the County of Hanover. In the event of an assignment to the Association, then the Association shall be responsible for giving or recording such notice. Upon the occurrence of such assignment Declarant and agents shall be released and relieved from any and all liability and obligations imposed upon it as the Declarant occurring subsequent to the date of such assignment.

ARTICLE VIII

OWNERS ASSOCIATION

8.01 Creation. The Declarant has incorporated under the laws of the Commonwealth of Virginia a non-stock corporation to be named the Homeowners Association of Mountain Run, Inc. or a similar name (the "Association"). A board of directors shall govern the Association. The primary purpose of the Association is to provide for the use, care, maintenance, repair and improvement of the Common Areas and the private roads. In connection therewith, it may provide for capital reserves for this purpose, employ employees, engage professional persons and engage professional management to assist in the operation of the Association and borrow funds, as it deems prudent and necessary to run the affairs of the Association. The provisions of its Articles

of Incorporation and Bylaws will govern the Association, which shall be consistent with the provisions of this Article VIII.

8.02. Members. Upon the organization of the Association, all Owners of Lots shall upon becoming an Owner, automatically become members of the Association. Membership in the Association shall be appurtenant to and may not be severed from record title to a Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. There shall be two (2) classes of membership, Class A and Class B, with Declarant constituting Class B and Declarant (so long as it is an Owner) and all other Owners constituting Class A as specified in Section 8.03 hereof. . . .

8.03 Board of Directors.

- (a) the initial board of directors will consist of two (2) directors who will be named by Declarant and set forth in the Articles of Incorporation. The terms of all directors shall be one (1) year unless otherwise provided in the Articles of Incorporation of the Association or any amendments thereto. Following the termination of Class B as described in Section 8.03(b), the Association may, by a vote of a majority of the Class A members cast as described in Section 8.03(c) increase the number of directors to five (5) and provide for staggered terms of directors. Said majority vote shall be sufficient to support any amendment to the Articles of Incorporation required for such purpose.
- (b) Upon expiration of the term of the initial board of directors and thereafter, Declarant, as the sole member of Class B, will elect or

designate one (1) member of the board of directors. The members of Class A will elect or designate the remaining one (1) director except as hereinafter provided. For so long as Declarant is the owner of any Lot, Declarant shall be entitled to designate one (1) director.

- (c) Subject to the above, each Class A member of the Association shall be entitled to vote for election of Directors as follows: each Owner of a Lot shall be entitled to one vote per Lot. Owners entitled to vote may give a written proxy to any other Owner entitling such Owner to cast votes by proxy. The membership books will be closed and adjustments in each member's voting rights will be made on the above basis by the Board of Directors ninety (90) days prior to each annual meeting of the members or upon such date closed to the meeting as may be required by statute then in effect.

8.04 Adoption and Enforcement of Rules.

- (a) The board of directors of the Association shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the Common Areas and Roads and with respect to such other areas of responsibility assigned to the Association by the Declarant. Rules and regulations may be adopted by resolution and shall be reasonably published or distributed to the Owners or posted in a conspicuous place or places in the Common Areas.

The members of the Association may, by a majority of the members present in person or by proxy constituting a quorum for the conduct of business as provided in the Bylaws of the Association, at a meeting convened in accordance with the provisions of the Bylaws of the Association and called for the purpose, may repeal or amend any rule or regulation adopted by the board of directors. Rules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages, during which the court may award to the Association court costs and reasonable attorney's fees. Votes of members shall be cast and counted in the same manner as votes for Class A directors as described in Section 8.03 hereof.

- (b) In addition to the other remedies available to it, the board of directors of the Association shall also have the power to seek injunctive relief from the Circuit Court of the County of Hanover against any Owner for any violation of the Declaration or rules and regulations for which the Owner or his family members, tenants, guests or other invitees are responsible. Before such injunctive relief is sought, the Owner shall be given an opportunity to be heard and to be represented by counsel before the board of directors. Notice of a hearing shall be hand delivered to the Owner or mailed by registered or certified mail, return receipt requested,

to the Owner at the address of record with the Association at least fourteen (14) days prior to the hearing. The Association may recover from the Owner its costs and reasonable attorney's fees in enforcing this Section.

8.05. Funding: Assessments.

(a) Assessments. Funds to operate the Association will be provided by assessment of the Owners. The Board of Directors shall fix the amount of such assessments. At or before the annual meeting of the members the Board of Directors shall submit to the members its estimate of the total cost to be incurred by the Association for the ensuing year, and each Owner, with the exception of the Declarant, by virtue of ownership of a Lot shall thereupon become liable for and be assessed for his or its pro rata share of such total based upon the ratio of such Owner's vote or votes for Class A member of the Board of Directors of the Association as set forth in Section 8.03(c) to the total number of votes, which shall be determined by the Board of Directors. Annual assessments for each year shall be due and payable on June 30 unless otherwise determined by the Board of Directors. For purposes of such assessment, Declarant shall be deemed a member to the same extent as any Owner with respect to any lot owned by it except as otherwise provided herein. Declarant may require that each initial purchaser of a Lot from Declarant contribute an initial cash payment to the Association at the time of purchase of a Lot. Such amount,

if any, shall be within the sole discretion of Declarant and may be changed from time to time without notice.

(b) Creation of Lien and Personal Obligation for Assessments. Each Owner by acceptance of a deed whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay annual assessments and special assessments to the Association as provided in this Section, all such assessments to be established and collected as herein provided. All assessments, together with interest, costs and reasonable attorney's fees incurred in the collection thereof (collectively, the "Collection Costs"), shall be a charge on the land and shall be a lien upon the Lot against which each such assessment is made as provided by and subject to the provisions of Section 8.06 hereof. Each such assessment, together with the Collection Costs pertaining thereto, shall also be the personal obligation of the persons or entities that are the Owners of such Lot at the time when the assessment falls due.

(c) Special Assessments.

- (1) In addition to all other assessments which are authorized herein, the board of directors of the Association shall have the power to levy a periodic special assessment against the Owners if the purpose in so doing is found by the board of directors to be in the best interests of the Association and the proceeds of such assessment are used primarily for the maintenance and upkeep, including capital expenditures, of

the Common Areas and Roads. Any such special assessment may be rescinded by a majority vote of the Owners constituting a quorum as provided in the Bylaws of the Association attending a meeting of the membership convened in accordance with the provisions of the Bylaws of the Association within sixty (60) days of receipt of the notice of such assessment. The Owners shall be deemed to have received notice of such special assessment three (3) days after mailing of same by the Association as provided in Section 10.05 hereof.

- (2) The failure of an Owner to pay the special assessment allowed by subsection (a) shall entitle the Association to the lien provided hereunder as well as any other rights afforded a creditor under the law.
- (3) The failure of an Owner to pay the special assessment allowed by subsection (a) will provide the Association with the right to deny such Owner access to any or all of the Common Areas.

(d) Interest on Unpaid Assessments; Late Charges. Any assessments by the Association which are not paid by an Owner within such time as shall be designated by the board of directors, in the Bylaws of the Association or as otherwise provided for herein, shall result in such Owner being liable for a reasonable late charge determined by the board of

directors, and such assessment shall bear interest per annum at a rate of two percent (2%) above the prime rate established from time to time by the Bank of Essex, Hanover, Virginia, from such date until paid, or at the maximum lawful interest rate for such obligations, whichever is less.

8.06 Lien for Assessments

- (a) Once perfected, the Association shall have a lien on every Lot for unpaid assessments levied against that Lot in accordance with the provisions of the Property Owners' Association Act set forth in Chapter 26, of Title 55 (Section 55-508 et seq.) of the Code of Virginia of 1950, as amended, as same may be amended from time to time (the "Property Owners' Association Act") and of the Declaration. The lien, once perfected, shall be prior to all other subsequent liens and encumbrances except (i) real estate tax liens on that Lot, (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien.
- (b) The Association, in order to perfect the lien given by this section, shall file before the expiration of six (6) months from the time such assessment became due and payable in the clerk's office of Hanover County, a memorandum, verified by the oath of the President, Vice President, Secretary or Treasurer of the Association, which shall contain the following information or such

other information as may be required by the Property Owners' Association Act as same may be amended from time to time:

- (1) The name of the development, Mountain Run;
 - (2) A brief legal description of the Lot;
 - (3) The name or names of the persons constituting the Owners of the Lot;
 - (4) The amount of unpaid assessments currently due or past due relative to such Lot together with the date when each fell due;
 - (5) The date of issuance of the memorandum;
 - (6) The name of the Association and the name and current address of the person to contact to arrange for payment or release of the lien; and
 - (7) A statement that the Association is obtaining a lien in accordance with the provisions of the Property Owners' Association Act.
- (c) Prior to filing a memorandum of lien, a written notice shall be sent to the Owner by certified mail, at the Owner's last known address, informing the Owner that a memorandum of lien will be filed in the circuit court clerk's office. The notice shall be sent at least ten (10) days before the actual filing date of the memorandum of lien;
- (d) Suit to enforce any lien perfected under subsection B may be brought within twenty-four (24) months from the time when the

memorandum of lien was recorded; however, the filing of a petition to enforce any such lien in any suit wherein the petition may be properly filed shall be regarded as the institution of a suit under this section.

- (e) In addition to the remedy set forth above the Association may maintain an action at law to recover any assessment. In any action, at law the Association shall be entitled to recover its reasonable attorneys' fees and costs in perfecting and enforcing any lien.
- (f) The time periods set forth in this section are intended to comply with those set forth in the Property Owner's Association Act. In the event any time period is extended by amendment to such act or by subsequent statute then the longer time period shall control.

ARTICLE IX

COMMON AREAS, ROADS, EASEMENTS & LAKES

9.01 Maintenance of Common Areas & Roads. Declarant shall convey the Common Areas and Roads, to the Association by deed or deeds at such time and from time to time as Declarant deems appropriate. Upon conveyance, the Association shall accept such Common Areas and Roads and the Association shall at its cost and expense be responsible for the upkeep of such Common Areas and Roads. For purposes of this Section "upkeep" is defined to include but not be limited to operation, care, maintenance, repair, restoration, replacement, improvement, renovation and reconstruction of the Common Areas and Roads and the continual clean up and removal of all trash from the Common Areas and snow and ice from the Roads. Such upkeep will be performed by the

Association to the end that the Common Areas and Roads shall be kept in good order and condition and state of repair.

9.02 Lakes. The Common Areas conveyed to the Association may include lakes located on the Property. The Declarant shall maintain all lakes on the Property, and the Declarant shall have an exclusive perpetual easement to access any and all lakes located in the Common Areas, and shall have the right at no cost to the Declarant, to the use of the water in the lakes for irrigation purposes and for use in the water system used to supply the Lots on the Property.

ARTICLE X

UTILITIES

10.01 Water.

(a) Every person, corporation, partnership or organization, who or which now or hereafter owns or acquires any right title or interest in or to any portion of the Property subject to these restrictions acknowledges that water will be supplied to their Property from a private water system. Two water lines will run to each Property, one for inside use that shall be treated water, and one for irrigation purposes that will be untreated water. All parties agree that at the time a building permit is applied for to construct any improvements on the Property that the Owner will apply to the owner of the private water system for a water hook up and pay to the owner of the private water system the hook up fee then in place based on the improvements to be constructed on the Property. In addition, the Owner agrees to pay all monthly fees incurred by the

Owner to the owner of the private water system based on the amount of usage by the Owner on the rates in effect at the time of the usage. All maintenance and repairs of the water lines will be the responsibility of the Owner from the home to the property line, and all other maintenance and repairs will be the responsibility of the private water system.

- (b) Owner agrees that the private water system will be supplied from wells on the Property. If at any time after the initiation of use of a well on the Property, any owner of property using a well located within one-half mile of the perimeter of the Property, and existing prior to the effective date of the rezoning of the Property to RC, alleges that there is a decrease in the yield of their well resulting from withdrawals from wells on the Property, the matter at the option of the owner of the affected well pursuant to application of the owner of the affected well, be the subject of binding arbitration pursuant to the rules of the American Arbitration Association and the Uniform Arbitration Act.
- (c) Declarant agrees that if any action is brought pursuant to 10.01(b) above to defend the action at no cost to the Owner's or the Association, and to indemnify the Owners and the Association for any costs or adverse rulings associated with this matter.

10.02 Sewer. Every person, corporation, partnership or organization, who or which now or hereafter owns or acquires any right title or interest in or to any portion of the Property subject to these restrictions acknowledges that sewer will be supplied to

their Property from a private sewer system. All parties agree that at the time a building permit is applied for to construct any improvements on the Property that the Owner will apply to the owner of the private sewer system for a sewer hook up and to pay to the owner of the private sewer system the hook up fee then in place based on the improvements to be constructed on the Property. All maintenance and repairs of the sewer lines will be the responsibility of the Owner from the home to the property line, and all other maintenance and repairs will be the responsibility of the private sewer system. In addition, the Owner agrees to pay all monthly usage fees incurred by the Owner to the owner of the private sewer system based on the rate structure in effect at the time of the usage.

10.03 Creation of Lien and Personal Obligation for Water & Sewer Fees. Each Owner by acceptance of a deed whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all water and sewer fees to the owner of the private water and private sewer system when due. All water and sewer fees together with interest, costs and reasonable attorney's fees incurred in the collection thereof (collectively, the "Collection Costs"), shall be a charge on the land and shall be a lien upon the Lot. Each such water and sewer fee, together with the Collection Costs pertaining thereto, shall also be the personal obligation of the persons or entities that are the Owners of such Lot at the time when the assessments fall due.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 Constructive Notice and Acceptance. Every person, corporation, partnership or organization, who or which now or hereafter owns or acquires any right,

title or interest in or to any portion of their property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person, corporation, partnership or organization acquired such right, title or interest. Except as otherwise specifically provided, provisions of this Section will not apply to any mortgagee of an Owner until such time as it becomes a mortgagee in possession of the Lot of the Owner or becomes the Owner by foreclosure or otherwise of such Lot in which case it and its successors and assigns (including, but not limited to, the successful bidder at a foreclosure sale of a Lot) as Owner of such Lot will be so bound only as long as they are the Owner of such Lot and afterwards only for matters occurring during the period of ownership.

11.02 Paragraph Headings. Paragraph, Article and Section headings, where used herein, are inserted for convenience of reference only, are not intended to be a part of these Protective Covenants or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer, and accordingly shall not be deemed or construed to affect the meaning of any provision hereof.

11.03 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

11.04 Conflict with Applicable Laws. This Declaration is intended to comply with the provisions of applicable law, including, without limitation the provisions of the Property Owners Association Act and the provisions of this Declaration shall be

construed and interpreted so as to comply with rather than to violate any such provision of law in the event of any conflict.

11.05 Written Notice. Whenever written notice is required or specified herein, such written notice shall be deemed given only when delivered in person or deposited in the United States mail, postage paid and addressed to the last known address of the addressee which may be the address shown on the real estate tax records of the County of Hanover for the addressee. All such notices shall be sent certified mail, return receipt requested. Whenever actual receipt is specified or required herein, then such actual receipt shall be deemed obtained when notice is given in writing and delivered in person or otherwise actually received by the designated recipient.

11.06 Exceptions and Waivers. Declarant reserves the right to grant exceptions to and waive any of the provisions contained in this Declaration. Declarant shall grant such exceptions and Declarant only shall grant such waiver when, in its sole and absolute discretion, the exception or waiver is harmonious with the general intent or purpose of this Declaration. Every exception and waiver granted by Declarant shall be made in writing in recordable form and may be recorded. The granting of any exception or waiver with respect to any Lot or part thereof shall not be deemed an amendment of this Declaration except to the extent specifically set forth in such exception or waiver, shall not entitle any Owner to similar rights or privileges and shall create no negative reciprocal easements in favor of any other party.

11.07 Other Property of Declarant. By their purchase or obtaining any interest in any Lot subject to these Protective Covenants, all Owners of Lots or any interests therein, their heirs, legal and personal representatives, successors and assigns recognize

that Declarant is or may become the owner of property in the vicinity of the Property, some of which may be contiguous thereto, and that such property is not now subject to this Declaration, may never become subject to this Declaration and may be developed by Declarant in a manner that does not conform to the requirements of this Declaration. By their purchase or obtaining any interest in any Lot subject to this Declaration, all such parties recognize and agree that all such property of Declarant not made specifically subject to this Declaration by a written and appropriately recorded document executed by Declarant and evidencing Declarant's intention to subject such property hereto will in no way be burdened or bound by this Declaration, or any restrictive covenants in equity, equitable easements, equitable servitudes, implied restrictive covenants in equity or implied reciprocal negative easements, covenants or servitudes or any other restriction, condition, covenant or servitude according to any doctrine or theory that could in any way be construed to impose the provisions of this Declaration on any such property of Declarant not made subject specifically thereto in writing and recorded.

11.08 Other Covenants and Restrictions. Nothing contained in this Declaration is to be construed as preventing or inhibiting the Declarant from imposing further covenants or restrictions on its Lot or Lots or from providing for easements in connection with the development thereof; provided, however, that in the event of any conflict between the terms and conditions of any such covenants or restrictions and the terms and conditions of this Declaration, the terms and conditions of this Declaration shall in all events prevail. Subsequent or further covenants and restrictions imposed upon any Lot may specifically provide that they are supplemental to this Declaration in which event they shall be Supplemental Declarations as defined in Section 2.03 hereof and they

shall be a part of this Declaration but only as to the Lot against which such Supplemental Declarations are recorded, and in such event all terms, provisions, covenants, rights and remedies set forth herein shall be a part of and incorporated by reference into such Supplemental Declarations. Such Supplemental Declarations may contain provisions limiting the ability of Owners, but not of Declarant or the Association, from enforcing the provisions of Supplemental Declarations against Owners of all or any portion of the Lot subjected to such Supplemental Declarations. The Owners of Lots subjected to Supplemental Declarations may not enforce provisions of such Supplemental Declarations against any Owner hereunder or against the Declarant or the Association except to the extent any such Owner or Declarant or the Association owns or occupies real property subject to such Supplemental Declarations, or has consented to be bound by the terms of such Supplemental Declarations.

11.09 Cumulative Remedies. The various rights, options, elections, powers and remedies contained in this Declaration shall be construed as cumulative, and no one of them shall be exclusive of any others or of any other legal or equitable remedy which Declarant, the Association, the Committee or any Owner might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy of any such party shall not impair its right to any other right or remedy until all

obligations imposed upon any other party, person or entity have been fully performed.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed.

MOUNTAIN RUN, L.L.C.

By: Thomas F. Pollard, Jr.
Thomas F. Pollard, Jr.
Managing Member

STATE OF VIRGINIA
CITY/COUNTY OF HANOVER TO-WIT:

The foregoing Declaration was acknowledge before me this 27 day of June, 2003, by Thomas F. Pollard, Jr., Managing Member of Mountain Run, L.L.C., on behalf of the limited liability company.

Robin Chalbot
Notary Public

My commission expires: 11-30-04

GPINS

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7840-20-1690
7840-01-6652
7840-01-6863
7840-01-0518
7840-91-9244
7840-01-9262
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7840-03-9001
7840-21-2515
7840-42-7813

INSTRUMENT #030023893
RECORDED IN THE CLERK'S OFFICE OF
HANDOVER ON
AUGUST 11, 2003 AT 11:24AM
FRANK D. HARGROVE, JR., CLERK

BY: Susan W. Walsh (DC)

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Amendment to the
Mountain Run
Protective Covenants

This amendment to the Mountain Run Protective Covenants is made this 1st day of April, 2008, by Mountain Run, L.L.C., a Virginia Limited Liability company (hereinafter referred to as "Declarant").

WHEREAS, the Declarant put to record the Mountain Run Protective Covenants (hereinafter referred to as the "Covenants") in Deed Book 2151; Page 152, in the Hanover Circuit Court on August 11, 2003;


WHEREAS, pursuant to Article 7.02 the Declarant hereby desires to amend the Covenants as they pertain to Article 3.01 and 4.07(f).

Witnesseth:

1. The last sentence of article 3.01 is amended to read as follows: Each lot may be used as a single family residence and any other permitted use as provided in a Rural Conservation Subdivision so long as specifically approved in writing by the Declarant.
2. Article 4.07 (f) is amended to read as follows: Seventy-five percent (75%) of the exterior wall surface of any residence constructed on a lot must be either brick, stone, hardiplank, synthetic stucco or some other surface specifically approved by the Committee; and
3. All other provisions of the Mountain Run Protective Covenants dated June 27, 2003 shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this amendment to the Protective Covenants to be executed.

MOUNTAIN RUN, L.L.C.

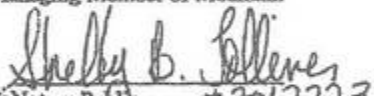
By: 
Richard Laibstain
Managing Member

STATE OF VIRGINIA
CITY/COUNTY OF Henrico TO-WIT:

The foregoing Amendment to the Protective Covenants was acknowledged before me this 1 day of April, 2008, by Richard Laibstain, Managing Member of Mountain Run, L.L.C., on behalf of the limited liability company.

My commission expires: 5/31/10




Notary Public # 7012223

GPINS

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7840-01-6863
7840-01-0518
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5.00 SEC SB.1-802 GRANOR'S TAX PD
FRANK D. HARGROVE, JR. CLERK
BY: RJACOBUS