

installment due with respect to such Lot is delinquent for thirty (30) days or more after the due date.

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

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties devoted to public use conveyed to or dedicated to and accepted by a local public authority or municipality; and (b) the common area. However, anything herein to the contrary notwithstanding, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VI

#### GENERAL PROVISIONS

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

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

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

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

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

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

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

(a) No building, garage, accessory building, outbuilding, fence nor any addition to existing buildings, garages, accessory buildings or fences, nor any other structure, pole, radio or television antenna or transmitter mast or tower, except structures permitted under the provisions of Paragraph 7 of these restriction, shall be erected or permitted to remain upon any Lot in the subdivision, unless the plans and specifications for the same (two copies), a plat showing placement of the building or structure upon the lot (two copies) and such additional information as to exterior materials and architecture (two copies) as may be called for by the Running Man Architectual Control Committee (hereinafter referred to as "Committee") have been signed by the Committee and approved by it in writing. In order to help ensure variety of exterior design, the plans for all dwellings shall be labeled with a name, with alternate exterior designs plainly labeled as to which alternate shall be used on each lot. Any major redesigns of dwelling plans previously approved shall be further labeled as "Mark I", "Mark II", etc., to differentiate them from former designs of the same name. The Committee shall, if the said plans, specifications, plat and other information be approved, return one copy of all documents filed to the party filing the same, with the approval thereof endorsed upon each and signed by the Chairman, Vice-Chairman or designee of the Committee. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to and receipted for with date by a member of the Committee, or a designee of the Committee, approval will be deemed to have been granted as submitted and this requirement will be deemed to have been fully complied with. The necessary documentation to be submitted to the Committee for approval shall be delivered or mailed to the Running Man Architectual Control Committee, c/o Harrison & Lear, Inc., 2040 Coliseum Drive, Hampton, Virginia 23666, until such time as an Owner is billed for assessment by the Association, and thereafter submissions shall be delivered or mailed to the Committee at the address shown on the latest assessment statement.

(b) The Committee shall consist of no less than three nor more than five members appointed, reappointed, and removed by the Board of Directors under such rules and by-laws as may be prescribed by the Association. Until such time as the development of Running Man is

completed, including parcels which are annexed, but not later than ten (10) years following the date of recording this instrument, there shall be a separate Committee for each section of Running Man as shown on a recorded subdivision plat. The members of each Committee shall be Owners in the subdivision section over which that Committee has jurisdiction. Upon completion of the Running Man development, as above defined, the Board of Directors may (but shall not be required to) appoint one Committee for the entire development.

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

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

For the purpose of this covenant, eaves, steps, chimneys, and open porches, excepting side porches, shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

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

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

Section 7. Underground Electrical, Gas, Telephone and Cable TV Service. Neither poles nor other structures for the carrying or transmission of electric power or telephone service, nor any electric or telephone line or cable, elevated or carried above the surface of the land or ground, and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed or permitted to remain upon either: (a) any Lot in the subdivision, or (2) in or upon any street, alley, sidewalk, curb, gutter or easement or right of way included within the subdivision. All electric, telephone, gas line and cable TV service facilities constructed or placed within the subdivision, unless completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed or placed beneath the surface of the land in the subdivision.

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

Section 8. Waiver of Restrictions.

(a) The requirements of Sections 3, 4 and 7 of this Article VI may be waived as to any individual Lot or structure, by the unanimous vote of the RMACC or its successor appointed by the Association; provided, however, that no such waiver shall be granted by the Committee unless: (1) the duly constituted and appointed authorities of York County, Virginia shall have first certified to the Committee in writing that the construction for which a waiver of restrictions is sought is either not in violation of the ordinance of the County, or that a proper and valid variance has been granted by the County to correct or allow any existing or proposed violation of the applicable ordinance, as to the particular Lot and construction in question, and (2) the

Committee, by unanimous vote of all its members determines that such waiver, if granted, adversely affects neither the value of the property in the subdivision nor the general appearance of the subdivision.

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

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

**Section 10. Fences.** Except for the serpentine walls located in the easements described in "Parcel III" of Exhibit "B" attached hereto, no fence shall be erected on any Lot nearer to a street than the minimum front setback line shown on the recorded plat or forward of the front of the house situated on the Lot. No chain link fences shall be used facing streets unless shielded from sight by trees and/or shrubs.

**Section 11. Temporary Structures, Trailers, Etc.** No trailer, camper or tent shall be used on any Lot at any time as a residence either temporarily or permanently. Owner's boats and trailers (the term "trailer" shall include, but not be limited to, a mobile home, a boat trailer and a car trailer) may be parked thereon only under cover of garage or in Owner's rear yard shielded from public view with shrubs and/or landscape fences. Such boats and trailers shall not be parked on streets in the subdivision.

(a) No large trucks or large commercial vehicles may be parked on streets or in front yards beyond time needed for them to carry out their objectives for being present.

(b) No abandoned vehicles shall be permitted to remain in subdivision.

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

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

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

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

Section 15. Sight Distance at Intersections. Except for the serpentine walls located in the easements described in "Parcel III" of Exhibit "B" attached hereto, no wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations are to apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 16. Culverts and Driveways. Culverts shall be installed by the Lot Owners, and at their cost, under driveways leading from the street upon which their Lots front (except corner Lots where driveways leading from the side street may be desired) in strict accordance with the Virginia Department of Highways and Transportation standards..

All driveways and parking areas on the Lots will be concrete (preferably exposed aggregate), aluminum concrete (premixed asphalt), or other surfaces that might be approved from time to time by the Committee from garage (or house) to street, including entrance apron over culvert, as shown on Exhibit "C" attached hereto.

#### ARTICLE VII ENFORCEMENT

The County of York, Virginia, the Developer, the Running Man Community Association, the RMA, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the County, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to waive the right to enforce the same so thereafter.

#### ARTICLE VIII SEVERABILITY

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