

Fox Run Estates Property Owners Association, Inc.
ASSOCIATION DISCLOSURE PACKET - PART 1 of 2
Updated February 2024

Note to prospective purchasers: The lot you are considering purchasing is in a development which is subject to the provisions of the Virginia Property Owners Association Act. Owning property in such a community carries with it certain rights and responsibilities. These rights and responsibilities are set forth in the Association's Declaration, Bylaws and other governing documents which are provided in this packet. These documents play an important role in the ownership of your lot and should be reviewed carefully. In order to finance the operation of the Association, each owner is responsible for and obligated to pay regular assessments and, if necessary, special assessments to ensure that the Association's financial responsibilities are met. These assessment obligations provided for in the governing documents and the amount of the assessment obligations are generally determined by the Board of Directors.

1. A. Name of Association: Fox Run Estates Property Owners Association, Inc.
 B. State of Incorporation: Virginia

Registered Agent: Brian Riddle
 422 Fox Run Ln
 Waynesboro Virginia 22980

2. Attached is a copy of the Association's Articles of Incorporation, Bylaws, current Declaration of Easements, Restrictions, Covenants and Affirmative Obligations with latest amendments, and any rules and regulations or architectural guidelines adopted.

See the following documents labeled:

- Document A: Articles of Incorporation of Fox Run Estates POA
- Document B: Bylaws of Fox Run Estates POA
- Document C: Declaration of Easements, Restrictions, Covenants and Affirmative Obligations of Dhillon Mountain Village Subdivision now known as Fox Run Estates
- Document C1: Amended Declaration of Easements, Restrictions, Covenants and Affirmative Obligations of Dhillon Mountain Village Subdivision now known as Fox Run Estates
- Document C2: Second Amendment to the Declaration of Easements, Restrictions, Covenants and Affirmative Obligations of Dhillon Mountain Village Subdivision now known as Fox Run Estates
- Document C3: Third Amendment to the Declaration of Easements, Restrictions, Covenants and Affirmative Obligations of Dhillon Mountain Village Subdivision now known as Fox Run Estates
- Document C4: Declaration and Consent Agreement to the Obligations of Declaration of Covenants and Restrictions of Fox Run Estates

ARTICLES OF INCORPORATION

OF

FOX RUN ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

I hereby associate to form a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, 1950, as amended, and to that end set forth the following:

1. Name. The name of the Corporation is **Fox Run Estates Property Owners' Association, Inc.**

2. Membership. Each owner of a lot in Fox Run Estates (as further described in the Declaration of Easements, Restrictions, Covenants and Affirmative Obligations recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia, as Instrument number 060001171, page 0039, (the "Declaration")), which Declaration may be amended from time to time, shall be a member of the Corporation.

3. Voting Rights. The voting rights of the members and any provisions conferring, limiting or denying the right to vote shall be set forth in the Declaration or in the Bylaws of the Corporation, which may be amended from time to time.

4. Initial Board of Directors. Pursuant to Section 13.1-814.1 of the Code of Virginia, 1950, as amended, all provisions regarding the Board of Directors of the Corporation shall be set forth in the Declaration or the Bylaws, which may be amended from time to time.

5. Registered Office and Registered Agent. The initial registered office of the Corporation is to be located at 10160 Staples Mill Road, Suite 105, Glen Allen, Virginia 23060. The name of the County, in which the initial registered office is physically located in Henrico County, Virginia. The name of the initial registered agent is Michael P. Lafayette, Esquire, who is a resident of Virginia, a member of the Virginia State Bar and whose office is the same as the registered office of the Corporation.

6. Purpose. The purpose for which the Corporation is formed is to provide for the administration of the Fox Run Estates Property Owners' Association according to the provisions of the Declaration and Bylaws of the Corporation, which may be amended from time to time, and to provide for the management, maintenance and care of association property. The Corporation may exercise any and all powers, rights and privileges that a corporation organized under the Virginia Nonstock Corporation Act is afforded.

7. Limitation on Liability. The Corporation shall indemnify its directors and officers (including advancing and reimbursing expenses and obtaining insurance), whether such directors or officers are serving the Corporation or, at its request, any other entity, to the extent and under the procedures permitted by the laws of the Commonwealth of Virginia now or hereafter in force. The Corporation shall indemnify its other employees and agents (including advancing and reimbursing expenses and obtaining insurance) to the extent and under the procedures authorized by the Board of Directors of the Corporation and provided by law. The foregoing shall not be construed to create rights of indemnification other than those expressly provided by law, and all procedures required by law to be complied with as a condition to such indemnification rights shall be complied with in full. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such resolutions or contracts implementing such provisions as may be permitted by law. No amendment or repeal of any provision of this paragraph shall limit or eliminate the rights to indemnification provided hereunder with respects to acts or omissions occurring prior to such amendment or repeal. To the maximum extent permitted by Virginia Code Section 13.1-870.1 or any successor provision thereto, or any other statutory or decisional law, no officer or director of the Corporation shall be liable for any amount in any proceeding brought by or in the right of the Corporation or brought by or on behalf of members of the Corporation against such officer or director, unless the officer or director engaged in a knowing violation of the criminal law.

Dated the 29th day of November, 2006.

Incorporator:



Michael P. Lafayette, Esquire

BYLAWS
OF
FOX RUN ESTATES PROPERTY OWNERS' ASSOCIATION

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BYLAWS
OF
FOX RUN ESTATES PROPERTY OWNERS' ASSOCIATION

ARTICLE I
Name, Principal Office, and Definitions

1.1. Name. The name of the corporation is Fox Run Estates Property Owners' Association ("Association"). The subdivision development shall be known as Fox Run Estates.

1.2. Principal Office. The Association's initial principal office shall be located in Henrico County, Virginia. Upon an affirmative vote at any regular or special meeting, the Board of Directors may relocate the principal office to Augusta County, Virginia. The Association may have such other offices as the Board of Directors may determine or as the Association's affairs require.

1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Easements, Restrictions, Covenants and Affirmative Obligations for the Association filed in the Office of the Clerk of the Circuit Court of Augusta County, Virginia, as it may be amended (the "Declaration"), unless the context indicates otherwise.

ARTICLE II
Association: Membership, Meetings, Quorum, Voting, Proxies

2.1. Membership. The qualification of Members of the Association, class of membership, the manner of their admission to membership and termination of such membership shall be as set forth in the Declaration.

2.2. Place of Meeting. Association meetings shall be held at the Association's principal office or at such other suitable place convenient to the Members' as the Board may designate.

2.3. Annual Meetings. The first Association meeting, whether a regular or special meeting, shall be held not later than two years after the first sale of a Lot within Fox Run Estates to an Owner other than a builder or developer purchasing primarily for development or resale. Subsequent regular annual meetings shall be held in the month of September or such other time set by the Board.

2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or upon a petition signed by at least 25% of the Members (the consent of

the Declarant shall not be required). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

2.5. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of each Lot (as shown in the records of the Association) a notice of each annual or special meeting of the Association stating the time and place where it is to be held and in the notice of a special meeting, the purpose thereof. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. Delivery of the notice may also be by e-mail or facsimile if the recipient has requested the Secretary to send such notice by such means. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices for annual meetings shall be served at least ten (10) days in advance of the annual meeting. Notices for special meetings shall be served at least seven (7) days in advance of the special meeting.

If mailed, the notice of a meeting shall be deemed to be delivered upon the earliest of: (a) the date received; (b) five days after its deposit in the United States mail, as evidenced by its postmark, if mailed with first class postage affixed; or (c) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and signed by or on behalf of the Addressee. If e-mailed or sent by facsimile, the notice of meeting shall be deemed to be delivered when sent by the sender.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice either, before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.8. Voting. The Declaration shall set forth the Members' voting rights and such voting rights provisions are specifically incorporated by this reference.

2.9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of 11 months from the date of the proxy.

2.10. Majority. As used in the Bylaws, the term “majority” or “majority vote” shall mean an affirmative vote of Members holding at least a majority of the votes. Each Member shall be entitled to cast one vote for each Lot owned; provided however, if more than one person or entity owns a Lot, then the vote for such Lot shall be exercised by any one of them, but in no event shall more than one vote be cast with respect to any one Lot. The total number of Lots owned shall equal the total amount of eligible votes.

2.11. Quorum. The presence, in person or by proxy, of 25% of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.12. Conduct of Meetings. The President shall preside over all Association meetings, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13. Action Without a Meeting. Any action to be taken at a meeting of the Members, or which may be taken at a meeting of the Members, may be taken without a meeting if one or more written consents setting forth the action so taken shall be signed by Members holding the voting power required to pass such action. Action taken without a meeting shall be effective on the date that the last consent is executed, and consented to by the Declarant, if required, unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of Members filed in the permanent records of the Association.

ARTICLE III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

3.1. Governing Body; Composition. A board of directors, each of whom shall have one equal vote, shall govern the Association’s affairs. Except with respect to directors the Declarant appoints while the Declarant owns five (5) or more Lots within Fox Run Estates (the “Declarant Control Period”), the directors shall be Members; provided however, no two Owners owning the same Lot may serve on the Board at the same time. In the case of a Member which is not a natural person, any officer, director, partner, member or manager of a limited liability company, or trust officer of such Member shall be eligible to serve as a director, provided, no Member may have more than one such representative on the Board at a time, except in the case of directors Declarant appoints.

3.2. Number of Directors. The Board shall consist of three to five directors. The initial Board appointed by the Declarant during the Declarant Control Period shall consist of three directors.

3.3. Nomination and Election Procedures.

(a) Nomination of Directors. Except during the Declarant Control Period and for the special meeting of the Association set forth in Section 3.4 (a) below, nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Board member, and two or more Members. The Board shall appoint the Nominating Committee not less than 30 days prior to each election to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such election. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled as provided in Section 3.5 below. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Election Procedures. Each Owner may cast one vote assigned to his Lot for each position to be filled. There shall be no cumulative voting. The number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.4. Election and Term of Office. Owner-elected directors shall be elected and hold office as follows:

(a) After the Declarant Control Period terminates, the Association shall call a special meeting at which Members shall elect directors to fill any vacancies on the Board.

(b) Thereafter, directors elected by the Owners shall be elected at the Association's annual meeting. All eligible Members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected.

At the special meeting in which the Owners initially elect directors, two directors shall be elected to a two-year term and three directors shall be elected to a one-year term. At the expiration of the initial term of office of each respective Owner-elected director, a successor shall be elected to serve for a term of two years. The directors shall hold office until their respective successors shall have been elected by the Association.

3.5. Removal of Directors and Vacancies. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause, by a vote of a majority of the Members and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Members shall be given at least (10) ten days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has (3) three consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than sixty (60) days may be removed by a majority vote of the remaining directors at a meeting.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term. This Section shall not apply to directors the Declarant appoints. Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director it has appointed.

B. Meetings.

3.6. Organizational Meetings. The Board shall hold an organizational meeting within twenty-one days following each annual Association meeting at such time and place the Board shall fix.

3.7. Regular Meetings. The Board may hold regular meetings at such time and place a majority of the directors shall determine. Following termination of the Declarant Control Period, the Board shall hold at least four regular meetings during each fiscal year with at least one per quarter. The Board shall give notice of the time and place of a regular meeting to directors not less than ten (10) days prior to the meeting; provided however, the Board need not give notice of a meeting to any director who has signed a waiver of notice or a written consent to holding the meeting. Notice of the time, date, and place of each regular meeting shall be provided to any Member who requests such information pursuant to §55-510 of the Virginia Property Owners' Association Act.

3.8. Special Meetings. The Board may hold special meetings when called by written notice signed by the President, the Vice President, or any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) facsimile, electronic mail or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's fax number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least (6) six business days before the time set for the meeting. Notices given by personal delivery or electronic communication shall be delivered or communicated at least 72 hours before the time set for the meeting. Notices of such meetings shall also be sent to the Members contemporaneously with the directors' notices.

3.9. Waiver of Notice. The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Telephonic Participation in Meetings. Members of the Board or any committee the Board designates may participate in a meeting of the Board or committee by means of

conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence at such meeting.

3.11. Quorum of Board of Directors. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless the Bylaws or the Declaration specifically provide otherwise. A meeting at which a quorum is present initially may continue to transact business, notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, the Board may transact without further notice any business which it might have transacted at the original meeting.

3.12. Compensation. Directors shall not receive any compensation from the Association for acting as such. The Association may reimburse any director for expenses incurred on the Association's behalf. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association provided that such director makes his or her interest known to the Board prior to entering into such contract and a majority of the Board, excluding the interested director, approves such contract.

3.13. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.14. Open Meeting. Subject to the provisions of Section 3.15, all Board meetings shall be open to all Members, but attendees other than directors may not participate in any discussion or deliberation unless a director requests permission for that person speak. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors. Only the following matters are open for discussion in executive session:

(a) matters pertaining to Association employees or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;

(b) consultation with legal counsel regarding disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) investigative proceedings concerning possible or actual criminal conduct;

(d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure; or

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

3.15. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.16. Powers. The Board shall have all of the powers and duties necessary for managing the Association's affairs and for performing all responsibilities and exercising all of the Association's rights as set forth in the Declaration, these Bylaws and as provided by law, except that actions which are specifically reserved to Members or the Declarant by said instruments.

3.17. Duties. The Board's duties shall include, without limitation:

- (a) causing to be prepared and adopting, an annual budget of the Association;
- (b) levying and collecting assessments from the Owners as provided in the Declaration;
- (c) providing for the operation, maintenance, repair and replacement of the Access Roads, Identification Sign and Sign Easement Area;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on the Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association;
- (f) opening of bank accounts on behalf of the Association and designating the signatories required;
- (g) enforcing by legal means the provisions of the Declaration and these Bylaws and bringing any proceedings which may be instituted on behalf of or against any Owner(s) concerning the Association, including without limitation, the enforcement of liens created by nonpayment of assessments;

(h) obtaining and carrying liability insurance and other appropriate insurance, along with a fidelity bond, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims as appropriate;

(i) paying the cost of all services rendered to the Association;

(j) keeping books with detailed accounts of the receipts and expenditures of the Association;

(k) making available to any Owner, and the holders, insurers, and guarantors of any mortgagee on any Lot, current copies of the governing documents and all other books, records, and financial statements of the Association pursuant to the provisions of Section 7.4;

(l) indemnifying an Association director, officer, or committee member, or former Association director, officer, or committee member to the extent such indemnity is required by Virginia law, the Articles of Incorporation or the Declaration; and

(m) performing all other acts as may be reasonably necessary or appropriate to enforce the provisions of the Declaration and these Bylaws.

3.18. Right of Declarant to Disapprove Actions. During the Declarant Control Period, Declarant shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee which, in Declarant's sole judgment, would tend to impair rights of Declarant under the Declaration or these Bylaws, interfere with the development or construction of any portion of Fox Run Estates, or diminish the level of services the Association provides.

(a) The Association shall give Declarant written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail return receipt requested or by personal delivery at the address it has registered with the Secretary of the Association which notice complies as to the Board meetings with Sections 3.7, 3.8, 3.9 and 3.10 and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Association shall give Declarant the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

Declarant, its representatives, or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. Declarant acting through any officer, director, agent, or authorized representative, may exercise its right to

disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of the Board, the Association, or any committee. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.19. Management. The Board may employ for the Association a professional management agent at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority. Declarant or an affiliate of Declarant may be employed as managing agent or manager. The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

3.20. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accounting and controls should conform to generally accepted accounting principles;

(b) the Association's cash accounts shall not be commingled with any other accounts;

(c) neither managing agent, nor any director, shall accept any remuneration from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; and

(d) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant.

3.21. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided however, the Board shall first obtain Member approval by a majority vote of the Members entitled to vote, whether in person or by proxy, in favor of such borrowing during a meeting called for said purpose. Written notice of any meeting called for the purposes set out in this Section 3.21 shall be sent to all Members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting.

3.22. Right to Contract. The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include,

without limitation, the right to enter into common management, operational, or other agreements with residential or nonresidential owners' associations within, and outside Fox Run Estates.

3.23. Enforcement. The Association is empowered to carry out all of the rights, obligations and remedies specifically granted under the Declaration, including without limitation, the covenants and restrictions set forth in Article VI of the Declaration.

ARTICLE IV

Officers

4.1. Officers. The Association's officers shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. The same person may hold any two or more offices except the offices of President and Secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first Board meeting following each annual meeting of the Members, to serve until their successors are elected.

4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties. The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Secretary shall maintain records of all Board meetings and shall prepare, execute, certify, and record amendments to the Declaration as provided in the Declaration. The Treasurer shall have primary responsibility for the preparation of the budget and accounting for the collection of assessments as provided for in the Declaration, and may delegate all or part of such duties to a finance committee, management agent, or both.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other Association instruments shall be executed by at least two officers or by such other person or persons as a Board resolution may designate.

4 7. Compensation. Officers of the Association shall not be compensated.

ARTICLE V

Committees

5.1. General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

ARTICLE VI

Assessments

6.1 Assessments. The Association is empowered to levy assessments and carry out all of the rights and remedies specifically granted under the Declaration. The Association may retain legal counsel to collect any past due assessment or to enforce any lien created on a Lot due to nonpayment of any assessment. All assessments must be fixed at a uniform rate or amount for all Lots subject to assessment.

ARTICLE VII

Miscellaneous

7.1. Fiscal Year. The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

7.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Virginia law, the Declaration or these Bylaws.

7.3. Conflicts. If there are conflicts between the provisions of Virginia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Virginia law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

7.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, Bylaws, and Articles of Incorporation, including any amendments, any supplemental Declarations, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the Association's office or at such other place within Fox Run Estates as the Board shall designate.

- (b) Rules for Inspection. The Board shall establish rules with respect to:
- (i) notice to be given to the custodian of the records;
 - (ii) hours and days of the week when such an inspection may be made;
 - (iii) payment of the cost of reproducing copies of documents requested.
- and

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties the Association owns or controls. The director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

7.5. Notices. Except if the Declaration or these Bylaws otherwise provide, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

7.6. Amendment.

(a) By Declarant. During the Declarant Control Period, Declarant may unilaterally amend these Bylaws. Thereafter, the Board may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary to: (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any licensed title insurance company to issue title insurance coverage on the Lots; or (iii) enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots; provided, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

(b) By Members. Except as provided in Section 7.6 (a) above, these Bylaws may be amended only by an affirmative vote or written consent of the Members representing 75% of the total vote in the Association, and the consent of Declarant, if during the Declarant Control Period.

(c) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon recordation unless the amendment specifies a later effective date.

Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. Except as provided herein, in no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws. The Secretary shall prepare, execute, certify and record amendments to these Bylaws. No amendment may remove, revoke, or modify any of Declarant rights or privileges without its written consent during the Declarant Control Period.

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BEING the same real estate conveyed to DAK Properties, LLC, a Virginia limited liability company by deed from Jeswant S. Dhillon and Harmel K. Dhillon, dated November 7, 2005, recorded November 10, 2005 in the Clerk's Office, Circuit Court, Augusta County, Virginia as Instrument No. 050015879.

INSTRUMENT #130004199
RECORDED IN THE CLERK'S OFFICE OF
AUGUSTA COUNTY ON
MAY 9, 2013 AT 09:35AM

JOHN B. DAVIS, CLERK
RECORDED BY: SCS

060001171

**DECLARATION OF EASEMENTS, RESTRICTIONS,
COVENANTS AND AFFIRMATIVE OBLIGATIONS**

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THIS DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND AFFIRMATIVE OBLIGATIONS (the "Declaration") is made as of January 25, 2006, by DAK PROPERTIES, LLC, a Virginia limited liability company ("Declarant"); THE BANK OF RICHMOND, N.A. ("Bank"); and ANN K. HILLSMAN, Sole Acting Trustee (the "Bank Trustee"). The Declarant and Bank are the Grantor and Grantee for indexing purposes. Bank Trustee is the Grantor for indexing purposes.

RECITALS

1. The Declarant is the owner of certain real estate located in Augusta County, Virginia (collectively the "Land") more particularly described on Exhibit A attached hereto.

2. The Declarant entered into a purchase money deed of trust (the "Bank Deed of Trust") dated November 10, 2005, conveying the Land to Rex L. Smith, III, and Ann K. Hillsman, as Trustees, for the benefit of Bank. The Bank Deed of Trust was recorded on November 10, 2005 in the Clerk's Office of the Circuit Court of Augusta County, Virginia, as Instrument Number 050015881. The Bank Deed of Trust provides that either trustee may act.

3. The Declarant desires to declare, establish, grant, and provide for the Beneficiaries (as defined herein) certain easements, restrictions, covenants and affirmative obligations to run with the land and any portion thereof to facilitate a mutually beneficial plan for the development of the Land and access to the Land.

DECLARATION

FOR VALUE received and in consideration of the benefits to accrue to the Beneficiaries (as defined herein), the receipt and sufficiency of which are hereby acknowledged, the Declarant for itself and its successors, grantees, and assignees, does hereby declare and provide as follows:

**ARTICLE I
DEFINITIONS**

1. As used herein, the terms set forth below shall be defined as provided.

a. **ACCESS ROADS.** The roadways designated as "50' Ingress and Egress Easement to Route 622" on the Plat, which roads provide ingress and egress to State Route 622 and within the subdivision for the common use and enjoyment of the Beneficiaries.

b. **ASSOCIATION.** The Fox Run Estates Property Owner's Association, a non-stock Virginia corporation, whose members shall consist of each Owner of a Lot.

DOCUMENT PREPARED BY:
Lafayette & Ayers PLC
10160 Staples Mill Road STE 105
Glen Allen, Virginia 23060

c. **BENEFICIARIES.** The Declarant and any subsequent owners now or hereafter of all Lots or any portion of the Land and the holders of any notes secured by deeds of trust now or hereafter constituting a lien on all Lots or any portion of the Land and their respective employees, tenants, permittees, customers, invitees, heirs, successors and assigns.

d. **IDENTIFICATION SIGN.** The sign frame and Dhillon Mt. Fox Run Estates sign to be built within the Sign Easement Area.

e. **LOT.** Each parcel of Land identified as Lots 1 - 29 and Lots C, F, G, J, K & L as described in Exhibit A attached hereto, along with each new Lot subdivided from any of the said Lots as permitted in this Declaration.

f. **MAJORITY VOTE.** An affirmative vote of Owners holding at least a majority of the votes. Each Owner shall be entitled to cast one vote for each Lot owned. The total number of Lots owned shall equal the total amount of eligible votes.

g. **MEMBER OR MEMBERS.** A member or members of the Association each of whom shall be the Owner of a Lot.

h. **MORTGAGEES.** The holder or holders of any bonds or notes secured by deeds of trust now or hereafter recorded against any Lot or the Land or any portion thereof.

i. **OWNER.** The fee simple owner or owners of any Lot or any part of the Land from time to time, but Owner does not mean any person or entity holding such interest merely as security for the repayment of a debt, unless and until such mortgagee has acquired title pursuant to foreclosure of the deed of trust securing any such mortgagee.

j. **PLAT.** The compiled plat entitled "Dhillon Mountain Village" dated January 24, 2006 and made by Kestner-Werner, LLC, Civil Engineers, which plat is attached hereto as Exhibit B.

k. **SIGN EASEMENT AREA.** The area designated as "Sign Easement" on the Plat located within the boundaries of Lot C.

ARTICLE II ACCESS ROADS

1. **ACCESS EASEMENTS.** The Declarant hereby grants and declares to and for the benefit of the Beneficiaries, their successors in title and assigns, the non-exclusive right, easement, license and privilege of passage and usage in common with each other over and across the Access Roads and ingress and egress to State Route 622. Such easement shall be appurtenant to and shall pass with the title to each Lot.

2. **CONSTRUCTION OF ACCESS ROADS.** The Access Roads shall be constructed by the Declarant. The Declarant shall be solely responsible for the cost and expense

of constructing the Access Roads. The Access Roads shall be constructed within one hundred eighty (180) days from the date that this Declaration is recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia.

3. **MAINTENANCE AND IMPROVEMENT.** The Association shall maintain, repair and replace the Access Roads and shall pay all costs associated therewith. Access Road maintenance, repair and replacement shall include, but is not limited to, resurfacing, striping, cleaning of drainage ditches and culverts, and removal of snow and debris. The Association shall have the right to improve the Access Roads and to borrow money for said improvement.

ARTICLE III SIGN EASEMENT

1. **SIGN EASEMENT.** The Declarant hereby grants and declares to and for the benefit of the Beneficiaries, their successors in title and assigns, the non-exclusive right and easement to maintain, repair or replace the Identification Sign in the Sign Easement Area, along with the right to enter into Lot C for said purposes so long as the Owner of Lot C is provided at least five (5) days written of such entry.

2. **MAINTENANCE AND REPLACEMENT.** The Association shall maintain, repair and replace, as necessary, the Identification Sign and shall pay all costs associated therewith.

ARTICLE IV THE ASSOCIATION

1. **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. The Association shall have the following two classes of voting membership: Class A Members and a Class B Member. Class A Members shall be all Owners, excluding the Declarant. When more than one person or entity owns any Lot, all such persons or entities shall be Members. The Class B Member shall be the Declarant, or any successor or assignee to whom the Declarant assigns any or all of its rights as a Declarant pursuant to this Declaration by assignment recorded in the land records of Augusta County, Virginia.

2. **MEMBERSHIP VOTING.** Each class of membership shall have the following voting rights in the Association:

a. Class A Members shall be entitled to one vote for each Lot, provided however, if more than one person or entity owns a Lot, then the vote for such Lot shall be exercised by any one of them, but in no event shall more than one vote be cast with respect to any one Lot.

b. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership when Declarant owns less than five (5) Lots.

3. **POWERS.** The Association shall have all the powers that are set out in its Articles of Incorporation, its Bylaws, this Declaration and all other powers that belong to it by operation of law.

4. **BOARD OF DIRECTORS.** The number of members of the Board of Directors of the Association and the method of selection of the Board of Directors shall be as provided in the Bylaws, provided however, that the Declarant, while it owns five (5) or more Lots, shall be entitled to appoint three (3) of the Directors.

(a) The Board of Directors shall have all powers to conduct the affairs of the Association which are enabled by law, the Articles of Incorporation and Bylaws of the Association and this Declaration, all of which may be amended from time to time, and which are not specifically reserved to Members or the Declarant by said instruments. Said powers include, but not limited to, the following duties:

- (1) To fix, levy and collect assessments as provided in Article V;
- (2) To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct, and perform the business obligations and duties of the Association; and
- (3) To perform all acts as may be reasonably necessary or appropriate to enforce the provisions of this Declaration and the Bylaws.

ARTICLE V ASSESSMENTS

1. **ASSESSMENT OBLIGATION.** The Declarant for each Lot hereby covenants, and each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association such annual assessments and special assessments for capital improvements, as may be fixed, established and collected from time to time as herein provided. The payment schedule and frequency of payment of annual or special assessments, whether by lump sum, monthly, quarterly, or annual assessment, shall be determined by the Association. Lots owned by Declarant as a Class B member are not subject to annual or special assessments so long as the Class B membership continues.

2. **CREATION OF LIEN.** The annual and special assessments set forth in this Article V, together with such interest thereon and costs of collection thereof, as herein provided, shall be a charge and a continuing lien on the Lot against which each such assessment is made in the manner hereinafter provided, but subject to prior lines as hereinafter provided. Each such

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assessment, together with interest and collection costs shall also be the personal obligation of the person who was the Owner at the time when the assessment fell due.

3. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively for the following purposes:

a. For maintenance, repair and improvement of the Access Roads as set forth in Article II herein;

b. For maintenance, repair and replacement of the Identification Sign as set forth in Article III herein;

c. To maintain general liability and other appropriate insurance for the benefit of the Association;

d. For the purposes set forth in paragraphs 5 and 6 of this Article V;

e. To fund appropriate capital reserves for future maintenance, repair, and replacement for any item that is the responsibility of the Association. Notwithstanding the foregoing, no assessment shall be levied upon any Member for the purposes set out in this subparagraph e in excess of One Hundred Dollars (\$100.00) per year unless a majority vote of the Members entitled to vote cast an affirmative vote, whether in person or by proxy, in favor of such assessment during a meeting called for said purpose. Written notice of any meeting called for the purposes set out in this subparagraph e shall be sent to all Members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting; and

f. For such other purposes that promote the safety and welfare of the Members of the Association as a whole.

4. **UNIFORM ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate or amount for all Lots subject to assessment.

5. **SPECIAL CAPITAL CONTRIBUTION ASSESSMENT.** Upon the sale, transfer or subdivision of any Lot, the purchaser, transferee or owner of the newly subdivided Lot, whichever is applicable, shall be assessed a special capital contribution assessment of \$250.00. Such assessment shall be due and payable upon the purchase, transfer or subdivision of the Lot. The amount of the special capital contribution assessment may be increased if a majority vote of the Members entitled to vote cast an affirmative vote, whether in person or by proxy, in favor of such increase during a meeting called for said purpose. Written notice of any meeting called for the purposes set out in this paragraph 5 shall be sent to all Members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting.

6. **SPECIAL DAMAGE ASSESSMENTS.** A Member shall be liable to pay a special damage assessment equal to the cost of repairing damage to the Access Roads beyond ordinary wear and tear caused by the Member or the Member's invitees or contractors. Damage assessments shall be payable on demand.

7. NONPAYMENT OF ASSESSMENT. Any assessments not paid within thirty (30) days after the due date shall bear interest from the date of assessment at the maximum interest rate provided by Virginia Code Section 55-516, and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the line against the Lot. No Member may waive or otherwise escape liability for the assessments provided herein by abandonment of the Lot.

ARTICLE VI COVENANTS AND RESTRICTIONS

1. The following covenants and restrictions shall apply to all Lots. Each Owner, by acceptance of a deed for a Lot, whether or not the same shall be expressed in the deed, shall be deemed to covenant and agree to be bound by these covenants and restrictions.

a. Each Lot shall be used as a single family residence only. No apartments or duplexes shall be permitted. This restriction shall be construed to forbid the operation of boarding houses, rooming houses, and tourist homes.

b. Lots numbered 1 through 29 may not be subdivided. Lots C, F, G, J, K and L may only be subdivided if: (i) each such subdivision meets all ordinances promulgated by Augusta County, Virginia; (ii) a plat identifying the newly subdivided Lot and the residual Lot is recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia; and (iii) the newly subdivided Lot and the residual Lot are at least five (5) acres each in size.

c. No structure of a temporary character shall be placed on a Lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during construction of a main dwelling house.

d. No mobile home, including double-wides, tent (for living purposes) or similar structure shall be placed on any Lot, either temporarily or permanently, but this provision shall not prohibit an attached or detached garage, small utility building or barn as long as these structures meet the design and construction standards of these restrictions. Boats, boat trailers, campers, or utility trailer may be stored on a Lot if screened or generally not visible from view from the Access Roads and adjacent properties.

e. All utilities lines, pipes, cables and the like shall be buried underground on each Lot. This prohibition shall not apply to the exposed ends of culverts and satellite dishes.

f. One single family residence may be constructed on a Lot, and every residence must be constructed in compliance with the following provisions:

(1) Prior to the construction or alteration, including land disturbance, of any residence, garage, utility building or barn on any Lot, the Declarant, while it remains a Class B Member, shall have the right to disapprove those aspects of the plans and specifications

which are not harmonious with the use, architectural design and materials of the intended or then existing residences or other improvements on the Land. The Owner must submit to the Declarant while the Declarant remains a Class B Member, plans in sufficient detail to show exterior design and materials, elevation and site location. Once Declarant is no longer a Class B Member, then such plans shall be submitted to and approved or disapproved by the Association.

(2) Every residence shall contain a minimum of twenty-two hundred (2,200) square feet of finished living area within the area encompassed by the exterior walls.

(3) All garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines and other unsightly objects must be located on a Lot in such a manner as to conceal or screen them from view from the Access Roads and adjacent properties.

(4) There shall be no clear cutting of live standing timber on any Lot, nor shall any Lot Owner cut or remove any live standing timber within twenty-five (25) feet of the side Lot line or fifty (50) feet of the rear Lot line. This restriction against cutting of live standing timber shall not prohibit cutting where necessary to clear a specific, approved area for a building site, septic system, well or the running of necessary utilities to any improvements erected on a Lot. Notwithstanding the foregoing, the Declarant or the Association, at its sole discretion and for good cause shown, may permit the cutting of live timber in the prohibited areas of a Lot. Dead or fallen trees may be removed without the consent of the Declarant or the Association.

(5) Natural drainage over or across any Lot through natural drainage swales, cuts, branches or streams shall in no manner be disturbed, modified or restricted by any Lot Owner except with the prior written approval of Declarant or the Association. Culverts for all driveway entrances, where necessary, shall be installed by an Owner and sized to insure proper drainage.

(6) Utility and drainage easements ten (10) feet in width are reserved along each side Lot line of each Lot and utility and drainage easements twenty-five (25) feet in width are reserved along the front lot lines of each Lot. As used in this paragraph, "utility" shall include but is not limited to, electrical, telephone, cable television, fiber optic, natural gas, sewer, water and similar services provided by a governmental or private entity.

(7) No building shall be located nearer than fifty (50) feet to any of the Access Roads, and no building shall be located nearer than twenty-five (25) feet from any Lot line.

(8) No noxious or offensive activities shall be carried on upon any Lot or upon the Access Roads, nor shall anything be done which may be or become a nuisance to persons residing in Dhillon Mt. Fox Run Estates.

(9) No poultry, swine or livestock may be kept on any Lot, except no more than three dogs and other domesticated pets may be kept on a Lot as personal pets, but not for breeding or commercial purposes.

(10) No business shall be conducted in or on any Lot without the written approval of the Association, which approval shall be at the sole discretion of the Association. The Association shall consider the effect on surrounding Lots and whether such business is compatible with the residences of Dhillon Mt. Fox Run Estates. The Association may grant approval for the operation of a business under the provisions of this subparagraph (10), which approval may be subject to certain conditions imposed by the Association. Nothing herein shall prevent the Association from rescinding its approval or conditional approval of a business if there is a material change in the operation of the business after it was approved by the Association.

(11) Any ponds or lakes constructed on a Lot must have prior written approval from the Association, along with written approval by all governmental and regulatory agencies. A copy of all required approvals from the governmental and regulatory agencies shall be provided to the Association as a part of its approval process. Any construction undertaken without such approval will be subject to having the land restored to its original state at the Owner's expense upon demand of the Association or any Lot Owner. Except for the pond located on Lot __, any pond or lake shall be at least seventy-five (75) feet from any Access Roads and at least twenty-five (25) feet from any Lot line.

(12) No hunting is allowed on any Lot or Access Roads.

(13) No off-road vehicles such as three or four wheel all-terrain vehicles (ATV's), dirt bikes, or similar vehicles will be operated on any Lot or Access Roads.

(14) No chain link fence, metal mesh fence or other similar metal fencing shall be installed on any Lot, but said restriction shall not apply to pet cages that are no larger in area than one hundred fifty (150) square feet and which do not exceed five (5) feet in height.

(15) All residences, garages, utility buildings or barns on any Lot shall comply with all federal, state and local laws, ordinances and regulations.

g. If the Declarant or Association, whichever is applicable, fails either to approve or to disapprove such plans and specifications within thirty (30) days after the same have been submitted in writing to it, the approval required by this Article VI shall no longer be required for such plans and specifications. Approval granted by the Declarant or the Association shall be effective and for a period of two (2) years from the date of the approval. All construction shall be completed within said period. If construction has commenced but has not been completed within the two (2) year period, then the Declarant or the Association may assess a fine against the Owner for each day that construction is not completed, which fine shall not exceed the sum of fifty dollars (\$50.00) per day. If construction has not commenced within the said two (2) year period, the approval shall be deemed expired, and no construction shall

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thereafter commence without a written renewal of such prior approval. A request for renewal shall be in writing and shall be treated as an original request, except that no additional plans and specifications will be required unless those originally submitted have been altered.

h. If the Declarant or the Association disapproves any plans and specifications, the disapproval shall be accompanied by a written statement of the reason or reasons for such disapproval.

i. The Declarant and the Association, their successors or assigns, shall not be liable in damages to any person submitting plans and specifications to it for approval, or to any Owner, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans and specifications to it. In case of conflict between the review of plans and specifications and this Declaration, the approved plans shall govern. The Declarant's approval and/or disapproval of any plans and specifications pursuant hereto or otherwise is solely for the purpose of protecting the aesthetics of the Land, and shall not be deemed a warranty, representation or covenant that the any structure shown on such plans and specifications comply with, or are not in violation of, any applicable laws, rules or regulations, and by taking title to its Lot, the Owners, for themselves and their successors and assigns, release and relieve the Declarant and Association from any and all liability in connection therewith.

j. After commencement of construction or alteration of any structure on a Lot pursuant to this Article VI, the work thereon shall be diligently prosecuted, to the end that the said structures shall not remain in particularly finished condition any longer than is reasonably necessary for completion thereof. The Owner of each Lot shall at all times keep adjacent public and private streets reasonably free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of said structures on such Owner's Lot. Landscaping shall be completed within one hundred twenty (120) days of occupancy or completion of the structure, whichever occurs first.

ARTICLE VII ADDITIONAL EASEMENTS

1. **EASEMENT TO CORRECT DRAINAGE.** For a period of five (5) years from the date of this Declaration, the Declarant reserves unto itself, its successors and assigns, an easement and right on, over, and under the ground within each Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, to perform any grading of Land on any Lot, and to take any other action reasonably necessary for the purposes set forth in this paragraph. The Declarant shall restore the affected Land to its original condition as nearly as practicable.

2. **ADDITIONAL UTILITY EASEMENTS.** For a period of five (5) years from the date of this Declaration, the Declarant reserves unto itself, its successors and assigns, an

easement and right on, over, and under the ground of the Access Roads to convey and grant any utility easements in the Access Roads for the benefit of any Lot.

3. **EASEMENT TO INSPECT.** There is hereby created an easement in favor of the Declarant, while the Declarant remains a Class B Member, and the Association for ingress and egress on any Lot to inspect such property for alleged violations of this Declaration based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for construction and alterations, and to perform such maintenance as is required by this Declaration, as may be amended from time to time, provided the Owner of such Lot is given written notice of the purpose and time of entry at least three (3) days in advance thereof and such inspection or maintenance is performed during reasonable hours.

4. **EASEMENT FOR GOVERNMENTAL PERSONNEL.** A right of entry on the Access Roads is hereby granted to law enforcement officers, fire, rescue and other emergency response personnel as is needed to carry out their duties.

ARTICLE VIII GENERAL PROVISIONS

1. **PROVISIONS RUN WITH THE LAND.** The easements, restrictions, covenants and affirmative obligations contained in this Declaration shall run with the Land and any portion thereof, including any subdivided Lots, and shall be binding upon the Beneficiaries, their heirs, successors and assigns.

2. **ENFORCEMENT.** The Association and any Member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations and liens now or hereafter imposed by law, the provisions of this Declaration or the Bylaws. Failure of the Association or any Member to enforce any restriction, condition, covenant, obligation or lien shall in no event be deemed a waiver of the right to do so thereafter.

3. **SEVERABILITY.** Invalidity of any one of these restrictions, conditions, covenants, obligations or liens by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

4. **AMENDMENT.** Any provision of this Declaration may be amended by an instrument signed by no less than seventy-five percent (75%) of the Lot Owners and any such amendment shall be effective when properly recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia.

5. **DISSOLUTION.** The Association may be dissolved with the written consent of seventy-five percent (75%) of the Class A Members and the consent of the Class B Member, if any. The assets of the Association conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes.

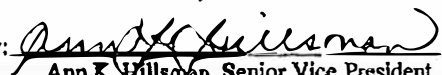

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IN WITNESS WHEREOF, the Declarant, DAK Properties, LLC, has executed this Declaration this 25th day of January, 2006.

DAK Properties, LLC, a Virginia limited liability company

By: 
R. Andrew Kestner, Manager

The Bank of Richmond, N.A.

By: 
Ann K. Hillsman, Senior Vice President

Ann K. Hillsman, Trustee

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

The foregoing instrument was acknowledged before me this 25th day of January, 2006 by R. Andrew Kestner, Manager of DAK Properties, LCC, on behalf of Company.

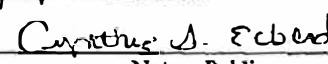
My commission expires: 9/30/2007


Notary Public

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

The foregoing instrument was acknowledged before me this 25th day of January, 2006 by Ann K. Hillsman, Senior Vice President of The Bank of Richmond, N.A., on behalf of the Bank.

My commission expires: 9/30/2007


Notary Public

PG0050 JAN 30 8

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

The foregoing instrument was acknowledged before me this 25th day of January, 2006 by
Ann K. Hillsman, Trustee.

My commission expires: 9/30/2007

Cynthia J. Eckerd
Notary Public

SCHEDULE A

Lot 1, containing 2.069 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Deed Book 1209, page 890.

Lot 2, containing 3.653 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2377.

Lot 3, containing 3.309 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2339 and 2340.

Lot 4, containing 3.606 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2321 and 2322.

Lot 5, containing 4.064 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2316 and 2317.

Lot 6, containing 3.734 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2319 and 2320.

Lot 7, containing 3.677 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2191, 2192 and 2193.

Lot 8, containing 4.083 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2191, 2192 and 2193.

Lot 9, containing 4.621 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2124, 2125, 2126 and 2127.

Lot 10, containing 4.880 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2124, 2125, 2126 and 2127.

Lot 11, containing 5.754 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2203, 2204, and 2205.

Lot 12, containing 7.443 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2118.

Lot 13, containing 4.763 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2366.

Lot 14, containing 3.987 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2370 and 2371.

Lot 15, containing 4.020 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2376.

Lot 16, containing 5.106 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 6397.

Lot 17, containing 4.957 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2036, 2037 and 2038.

Lot 18, containing 5.006 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2036, 2037 and 2038.

Lot 19, containing 5.384 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2085, 2086 and 2087.

Lot 20, containing 5.324 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2085, 2086 and 2087.

Lot 21, containing 2.688 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2260 and 2261.

Lot 22, containing 4.176 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Deed Book 1211, page 722 and 723.

Lot 23, containing 4.365 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2367.

Lot 24, containing 5.164 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2203, 2204 and 2205.

Lot 25, containing 3.419 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2432.

Lot 26, containing 5.131 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2013.

Lot 27, containing 5.002 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2381.

Lot 28, containing 4.467 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2391.

Lot 29, containing 5.287 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2392.

Lot C, Tax Map Parcel #69F-(1)-C containing 20.454 acres.

Lot F, Tax Map Parcel #69F-(1)-F containing 30.416 acres.

PG0053 JAN 30 2008

Lot F, Tax Map Parcel #69F-(1)-F containing 30.416 acres.

Lot G, Tax Map Parcel #69F-(1)-G containing 20.039 acres.

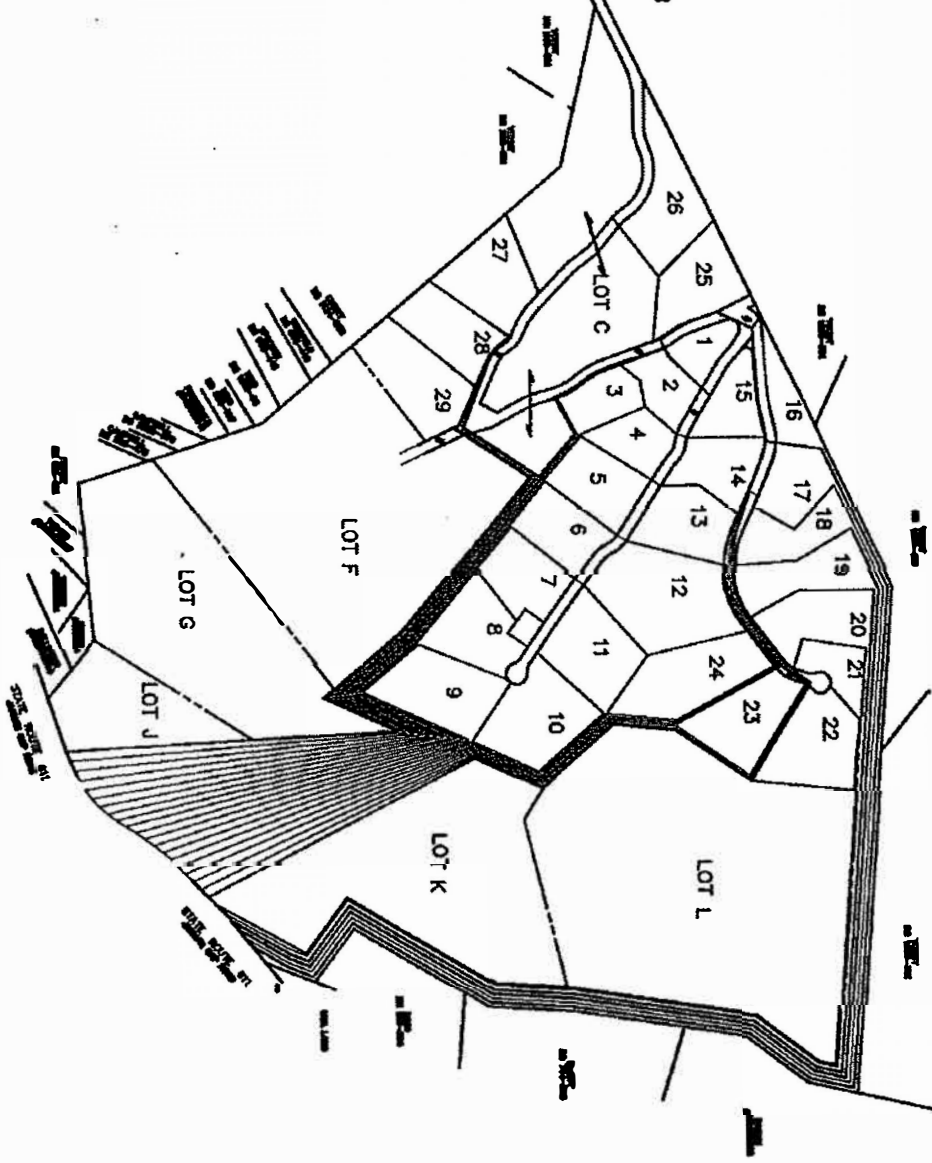
Lot J, Tax Map Parcel #69F-(1)-J containing 5.950 acres.

Lot K, Tax Map Parcel #69F-(1)-K containing 20.507 acres.

Lot L, Tax Map Parcel #69F-(1)-L containing 38.126 acres.

EXHIBIT B

054 JAN 30 2008



DHILLON MOUNTAIN VILLAGE
DATED 1/24/08



KESTNER-WERNER, LLC
SUITE 101
30-60 STAPLES MILL ROAD
CELESTIAL, VIRGINIA 22606
PHONE: (804) 545-5325
FAX: (804) 545-5325
EMAIL: ke@kestner-werner.com



COMPILED PLAT FOR RESTRICTIVE COVENANTS

NO.	REMARKS
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PG0055 JAN 30 '88

Deed Fee	036	\$	_____	
State Tax	039	\$	_____	VIRGINIA: In the Clerk's Office of the
County Tax	213	\$	_____	Circuit Court of Augusta County, Va.
Transfer Fee	212	\$	_____	<u>Jan 30 20 06</u> this
Clerk's Fee	301	\$	<u>28.50</u>	writing was admitted to record at
St. Library	145	\$	<u>1.50</u>	<u>10:08</u> o'clock <u>A</u> .M. and the
Tech. Fund	106	\$	<u>5.00</u>	Tax imposed by Section 58.1-802 of the
State Tax	038	\$	_____	Code of Virginia in the amt. of
Local Tax	220	\$	_____	\$ _____ has been paid.
Outdoor Foundation	035	\$	_____	TESTE: JOHN B. DAVIS, CLERK
TOTAL		\$	<u>35.00</u>	By <u>[Signature]</u> Dep. Clerk

080004940

PG0267 MAY 12 8

Tax Maps: 069F (1)-26 and 069F (1)-C

Home Front Title & Settlements
2018 Goose Creek Rd. #1800
Waynesboro, VA 22990

Sevine Stunt

**AMENDED DECLARATION OF EASEMENTS, RESTRICTIONS,
COVENANTS AND AFFIRMATIVE OBLIGATIONS
OF DHILLON MOUNTAIN VILLAGE SUBDIVISION**

THIS AMENDED DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND AFFIRMATIVE OBLIGATIONS (the "Amended Declaration") is made as of this 6th Day of May, 2008, by **DAK PROPERTIES, LLC**, A Virginia Limited Liability Company ("Declarant"); and by **ENTROPY, LLC**, A Virginia Limited Liability Company, and by **JUDY J. MELTON, MICHAEL J. MELTON, and HENRY E. ROBERTS and PAMELA G. ROBERTS**, husband and wife, all of whom collectively are known as the "Lot Owners"; and **FIRST CAPITAL BANK** ("Bank") and **ANN K. HILLSMAN**, Sole Acting Trustee (the "Bank Trustee"). The Declarant and the Bank are the Grantor and Grantee for indexing purposes.

RECITALS

Whereas, the Declarant is the owner of certain real estate located in Augusta County, Virginia, designated and described as Lot 26, containing 5.131 acres, as shown on a plat of record in the Augusta County Circuit Court Clerk's Office in Plat Book 1, page 2013; Being the same property acquired by the Declarant by deed from Tewcar, LLC, dated March 13, 2008 and recorded in the Circuit Court Clerk's Office of Augusta County, Virginia as Instrument Number 080003517;

WHEREAS, the Declarant is the owner of certain real estate located in Augusta County, Virginia, described and designated as Lot C containing 20.454 acres, Augusta County Tax Map Parcel #69F-(1)-C, said lot being shown and described on a plat entitled "COMPOSITE PLAT DHILLON MOUNTAIN VILLAGE" Wayne District, Augusta County, Virginia, said plat being attached to and made a part of a deed recorded in the Augusta County Circuit Court Clerk's Office as Instrument Number 050015880; Being the same property acquired by DAK Properties, LLC by virtue of the aforementioned deed;

WHEREAS, the aforementioned Lot 26 and Lot C have been made a part of a certain subdivision known as Dhillon Mountain Village Subdivision;

WHEREAS, Dhillon Mountain Village Subdivision properties, including the aforementioned lots, have had placed upon them certain easements, restrictions, covenants and affirmative obligations pursuant to a "Declaration of Easements, Restrictions, Covenants and Affirmative Obligations" (the "Original Declaration"), said Declaration being dated January 25, 2006 and recorded in the Circuit Court Clerk's Office for the Circuit Court of Augusta County, Virginia, as Instrument Number 060001171;

WHEREAS, the aforementioned Original Declaration, in Article 8, Section 4 states: "AMENDMENT: Any such provision of this Declaration may be amended by an Instrument signed by no less than seventy-five percent (75%) of the Lot Owners and any such amendment shall be effective when properly recorded in the Circuit Court of Augusta County, Virginia";

WHEREAS, the Declarant herein, DAK PROPERTIES, LLC, is currently the owner of 64.8 percent of the lots contained in the Original Declaration, being the owner of 24 of 37 total lots in Dhillon Mountain Village Subdivision, as shown on the above-referenced plat, being the property acquired by a deed dated November 4, 2005 and recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia as Instrument Number 050015880, less those lots already off-conveyed;

WHEREAS, Henry E. Roberts and Pamela G. Roberts, husband and wife, are the owners of LOT 4 of Dhillon Mountain Village Subdivision, as shown on the aforementioned plat, being the property they acquired by deed dated December 13, 2007 and recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia as Instrument Number 070014297;

WHEREAS, Michael J. Melton is the owner of LOT F of Dhillon Mountain Village Subdivision, as shown on the aforementioned plat, being the property he acquired by deed dated May 9, 2007 and recorded in the Clerk's Office of the Circuit Court of

Augusta County, Virginia as Instrument Number 070005440, and joins in this Amended Declaration;

WHEREAS, Entropy, LLC, A Virginia Limited Liability Company, is the owner of LOT F1 of Dhillon Mountain Village Subdivision, as shown on the aforementioned plat, being property acquired by deed dated April 20, 2007 and recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia as Instrument Number 070005621, and joins in this Amended Declaration;

WHEREAS, Judy J. Melton is the owner of LOT F2 of Dhillon Mountain Village Subdivision, as shown on the aforementioned plat, being property she acquired by deed dated October 25, 2007 and recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia as Instrument Number 070012629, and she joins in this Amended Declaration;

WHEREAS, the Declarant, DAK PROPERTIES, LLC, along with Entropy, LLC, Michael J. Melton, Judy J. Melton, Henry E. Roberts and Pamela G. Roberts, husband and wife, all join together as Lot Owners in this Amended Declaration, and who in total own 28 of the 37 Lots that comprise Dhillon Mountain Village Subdivision, which comprises 75.6 percent of the total number of lots in Dhillon Mountain Village Subdivision;

WHEREAS, pursuant to the above-described power to amend the Original Declaration, as the Lot Owners of Seventy Five Percent or more of the total lots in Dhillon Mountain Village Subdivision, the Declarant and named Lot Owners hereby amend the Original Declaration as follows:

AMENDMENTS TO ORIGINAL DECLARATION

NOW THEREFORE, FOR VALUE received and in consideration of the benefits to accrue to the Declarant and Lot Owners herein, the receipt and sufficiency of which is hereby acknowledged, the Declarant and the Lot Owners herein, for themselves, their successors, grantees and assignees, do hereby declare and provide as follows:

1. The Original Declaration is hereby amended only as it applies to Dhillon Mountain Village Subdivision, Lot 26, containing 5.131 acres and Lot C containing 20.454 acres;
2. Article VI, Section One, F (9) of the Original Declaration states that "No poultry, swine or livestock may be kept on any lot, except no more than three dogs and other domesticated pets may be kept on a Lot as personal pets, but not for breeding or commercial purposes." This article is hereby amended with regard to Lot 26 and Lot C such that the owners of Lot 26 and Lot C shall have the right to keep up to 6 horses on the combined two lots. No commercial breeding program for horses is allowed.

3. Article VI, Section One, F (4) of the Original Declaration states "There shall be no clear cutting of live standing timber on any Lot, nor shall any Lot Owner cut or remove any live standing timber within twenty-five feet (25) feet of the side Lot line of fifty (50) feet of the rear Lot line. This restriction against cutting of live standing timber shall not prohibit cutting where necessary to clear a specific, approved area for a building site, septic system, well or the running of necessary utilities to any improvements erected on a Lot. Notwithstanding the foregoing, the Declarant or the Association, at its sole discretion and for good cause shown, may permit the cutting of live timber in the prohibited areas of a Lot. Dead and fallen trees may be removed without the consent of the Declarant or the Association."

4. The foregoing article is hereby amended with regard to Lot 26 and Lot C such that the owners of Lot 26 and Lot C shall have the right to remove any and all timber and brush below a diameter of four (4) inches on their lots and they may clear direct paths regardless of diameter as the land contours to provide a cleared area for fencing within the easement restriction parameters of Article VI, Section One, F (6).

IN WITNESS WHEREOF, the aforementioned the Declarant, the aforementioned Lot Owners, and Sole Acting Trustee and Bank have executed this Amended Declaration this ____ day of May, 2008.

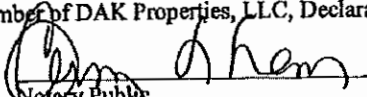
PG0273 MAY 12 8

DAK Properties, LLC, A Virginia Limited
Liability Company

By: 
Andrew Kestner, Member

STATE OF VIRGINIA
COUNTY OF AUGUSTA, to-wit:

The foregoing Amended Declaration was acknowledged before me this 9 day
of May, 2008 by Andrew Kestner, as a Member of DAK Properties, LLC, Declarant.


Notary Public

My commission expires: 3-31-2010

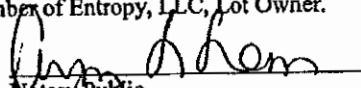
Registration Number: 324227

Entropy, LLC, A Virginia Limited
Liability Company

By: 
Andrew Kestner, Member

STATE OF VIRGINIA
COUNTY OF AUGUSTA, to-wit:

The foregoing Amended Declaration was acknowledged before me this 9 day
of May, 2008 by Andrew Kestner, as a Member of Entropy, LLC, Lot Owner.


Notary Public

My commission expires: 3-31-2010

Registration Number: 324227

By: Judy J. Melton
Judy J. Melton

STATE OF VIRGINIA
COUNTY OF AUGUSTA, to-wit:

The foregoing Amended Declaration was acknowledged before me this 9th day
of May, 2008 by Judy J. Melton, Lot Owner.

Darlene S. Ogden
Notary Public

My commission expires: 4-30-09

Registration Number: 369700

By: Michael J. Melton
Michael J. Melton

STATE OF VIRGINIA
COUNTY OF AUGUSTA, to-wit:

The foregoing Amended Declaration was acknowledged before me this 9th day
of May, 2008 by Michael J. Melton, Lot Owner.

Darlene S. Ogden
Notary Public

My commission expires: 4-30-09

Registration Number: 369700

PG0275 MAY 12 8

First Capital Bank

By: *Ann K. Hillsman*
Ann K. Hillsman, Senior Vice President

By: *Ann K. Hillsman*
Ann K. Hillsman, Trustee

STATE OF VIRGINIA
COUNTY OF HENRICO, to-wit:

The foregoing Amended Declaration was acknowledged before me this 9TH day of May, 2008 by Anne K. Hillsman as Senior Vice President of First Capital Bank, and as Sole Acting Trustee.

My commission expires: 03/31/09

Registration Number: 200703



PG0276 MAY 12 8

By: Henry E. Roberts
Henry E. Roberts

By: Pamela G. Roberts
Pamela G. Roberts

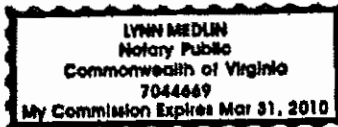
STATE OF VIRGINIA
COUNTY OF AUGUSTA, to-wit:

The foregoing Amended Declaration was acknowledged before me this 9th day of May, 2008 by Henry E. Roberts and Pamela G. Roberts, husband and wife, Lot Owners.

Lynn Medlin
Notary Public

My commission expires: 3/31/2010

Registration Number: 7D446109



Deed Fee	036 \$	_____	
State Tax	039 \$	_____	
County Tax	213 \$	_____	
Transfer Fee	212 \$	_____	
Clerk's Fee	301 \$	<u>14.50</u>	
St. Library	145 \$	<u>4.50</u>	
Tech. Fund	106 \$	<u>5.00</u>	
State Tax	038 \$	_____	
Local Tax	220 \$	_____	
Outdoor Foundation	035 \$	_____	
TOTAL	\$	<u>21.00</u>	

VIRGINIA: In the Clerk's Office of the Circuit Court of Augusta County, Va. May 12 2008 this writing was admitted to record at 3:08 o'clock P.M. and the Tax Imposed by Section 58.1-802 of the Code of Virginia in the amt. of \$ _____ has been paid.

TESTE: JOHN B. DAVIS, CLERK
By: Karen L. Midway, Dep. Clerk

130004199

PG0029 MAY-92

Tax Maps: 069F(1)-26 and 069(1)-C

**SECOND AMENDED DECLARATION OF EASEMENTS, RESTRICTIONS,
COVENANTS AND AFFIRMATIVE OBLIGATIONS
OF DHILLON MOUNTAIN VILLAGE SUBDIVISION**

THIS SECOND AMENDED DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND AFFIRMATIVE OBLIGATIONS (the "Second Amended Declaration") is made as of the 7th day of May, 2013, by VILLAGE BANK, a Virginia bank corporation ("Village Bank"), PAUL J. GIROUX and ROBIN M. GIROUX (the "Girouxs"), JAMES R. MEEHAN and LISA S. MEEHAN, (the "Meehans") THOMAS A. MARSHALL and LESLIE M. MARSHALL (the "Marshalls"), PAUL E. GREEN and SANDRA S. GREEN (the "Greens"), HERMAN H. KIVETT, JR. and JOANNA B. KIVETT (the "Kivetts"), and CONSTANCE ELIZABETH GEESEY ("Geesey"), all of whom collectively are known as the "Lot Owners." The Lot Owners are the Grantor and Grantee for indexing purposes.

RECITALS

WHEREAS, Village Bank is the owner of certain real estate located in Augusta County, Virginia, designated and described in Schedule "A" attached hereto (the "Village Bank Lots").

WHEREAS, the Girouxs are the owners of certain real estate located in Augusta County, Virginia designated and described as Lot 6 containing 3.734 acres, more or less, as shown on plat entitled "Minor Subdivision Plat, Lot 6, Dhillon MT. Village, Wayne District, Augusta County, Virginia" made by Thomas E. Shumate, L.S., dated October 26, 1994, recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia, in Plat Book 1, pages 2319 and 2320 ("Lot 6").

WHEREAS, the Meehans are the owners of certain real estate located in Augusta County, Virginia designated and described as Lot 8, containing 4.083 acres, more or less, as shown on plat of record in the Augusta County Circuit Court Clerk's Office in Plat Book 1, page 2191, 2192, and 2193 ("Lot 8").

WHEREAS, the Marshalls are the owners of certain real estate located in Augusta County, Virginia designated and described as Lot 16, as shown on plat entitled "COMPOSITE PLAT DHILLON MOUNTAIN VILLAGE", Wayne District, Augusta Co., Virginia dated November 3, 2005, made by Thomas Shumate Surveyor, Inc., a copy of which plat is recorded with a certain deed recorded as Instrument No. 050015878 in the Clerk's Office of the Circuit Court of Augusta County, Virginia ("Lot 16").

WHEREAS, the Greens are the owners of certain real estate located in Augusta County, Virginia designated and described as Lot 21 containing 2.688 acres, more or less, as shown on plat entitled "MINOR SUBDIVISION PLAT LOT 21, DHILLON MT. VILLAGE, Wayne District, Augusta Co., Virginia" dated September 21, 1994, prepared by Thomas Shumate Surveyor, Inc., recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia, in Plat Book 1, pages 2260 and 22261 ("Lot 21").

WHEREAS, the Kivetts are the owners of certain real estate located in Augusta County, Virginia designated and described as Lot 22 containing 4.176 acres, more or less, as shown on plat entitled "Minor Subdivision Plat Lot 22, Dhillon Mountain Village, Wayne District, Augusta County, Virginia" dated February 20, 1995, made by Thomas E. Shumate, recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia, in Deed Book 1211, page 720 ("Lot 22").

WHEREAS, Geesey is the owner of certain real estate located in Augusta County, Virginia designated and described as Lot 26 containing 5.131 acres, more or less, as shown on plat of record in the Augusta County Circuit Court Clerk's Office in Plat Book 1, page 2013 ("Lot 26").

WHEREAS, the Village Bank Lots, Lot 6, Lot 8, Lot 16, Lot 21, Lot 22, and Lot 26 are part of a certain subdivision known as Dhillon Mountain Village Subdivision.

WHEREAS, Dhillon Mountain Village Subdivision properties, including the Village Bank Lots, Lot 6, Lot 8, Lot 16, Lot 21, Lot 22, and Lot 26, have had placed upon them certain easements, restrictions, covenants and affirmative obligations pursuant to a "Declaration of Easements, Restrictions, Covenants and Affirmative Obligations" dated January 25, 2006 and recorded in the Circuit Court Clerk's Office for the Circuit Court of Augusta County, Virginia, as Instrument Number 060001171, as amended by the "Amended Declaration of Easements, Restrictions, Covenants and Affirmative Obligations" dated May 6, 2008 and recorded in the Circuit Court Clerk's Office for the Circuit Court of Augusta County, Virginia, as Instrument Number 080004940 (collectively, the "Declaration").

WHEREAS, the aforementioned Declaration, in Article 8, Section 4 states: "AMENDMENT: Any such provision of this Declaration may be amended by an Instrument signed by no less than seventy-five percent (75%) of the Lot Owners and any such amendment shall be effective when properly recorded in the Circuit Court of Augusta County, Virginia."

WHEREAS, pursuant to the above-described power to amend the Declaration, as the Lot Owners of Seventy-Five Percent or more of the total lots in the Dhillon Mountain Village Subdivision, Village Bank, the Girouxs, the Meehans, the Marshalls, the Greens, the Kivetts, and Geesey, hereby amend the Declaration as follows:

WHEREAS, the Meehans are the owners of certain real estate located in Augusta County, Virginia designated and described as Lot 8, containing 4.083 acres, more or less, as shown on plat of record in the Augusta County Circuit Court Clerk's Office in Plat Book 1, page 2191, 2192, and 2193 ("Lot 8").

WHEREAS, the Marshalls are the owners of certain real estate located in Augusta County, Virginia designated and described as Lot 16, as shown on plat entitled "COMPOSITE PLAT DHILLON MOUNTAIN VILLAGE", Wayne District, Augusta Co., Virginia dated November 3, 2005, made by Thomas Shumate Surveyor, Inc., a copy of which plat is recorded with a certain deed recorded as Instrument No. 050015878 in the Clerk's Office of the Circuit Court of Augusta County, Virginia ("Lot 16").

WHEREAS, the Greens are the owners of certain real estate located in Augusta County, Virginia designated and described as Lot 21 containing 2.688 acres, more or less, as shown on plat entitled "MINOR SUBDIVISION PLAT LOT 21, DHILLON MT. VILLAGE, Wayne District, Augusta Co., Virginia" dated September 21, 1994, prepared by Thomas Shumate Surveyor, Inc., recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia, in Plat Book 1, pages 2260 and 22261 ("Lot 21").

WHEREAS, the Kivetts are the owners of certain real estate located in Augusta County, Virginia designated and described as Lot 22 containing 4.176 acres, more or less, as shown on plat entitled "Minor Subdivision Plat Lot 22, Dhillon Mountain Village, Wayne District, Augusta County, Virginia" dated February 20, 1995, made by Thomas E. Shumate, recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia, in Deed Book 1211, page 720 ("Lot 22").

AMENDMENTS TO DECLARATION

NOW THEREFORE, for value received and in consideration of the benefits to accrue to the Lot Owners herein, the receipt and sufficiency of which is hereby acknowledged, the Lot Owners herein, for themselves, their successors, grantees and assignees, do hereby declare and provide as follows:

1. Article VI, Section One F (9) of the Declaration is amended to provide that up to a total of twelve horses, cumulatively, may be kept on Lots 26, 27, 28, 29 and that no horses may be kept on Lot C (as that Lot may be constituted after any boundary line adjustments). No commercial breeding activities for horses shall be permitted on any lots in the subdivision.

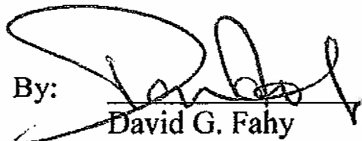
IN WITNESS WHEREOF, the aforementioned Lot Owners have executed this Second Amended Declaration effective as of the date first recited above.

[Signature pages follow]

PG0033 MAY-92

VILLAGE BANK

By:

 (SEAL)
David G. Fahy
Vice President

COMMONWEALTH OF VIRGINIA,

COUNTY/CITY OF Chesterfield, to-wit:

The foregoing instrument was sworn to and acknowledged before me this 7 day of May, 2013, by David G. Fahy, the Vice President and duly authorized representative of Village Bank.


Notary Public

My Commission Expires: 1-31-2014



James R. Meehan
JAMES R. MEEHAN

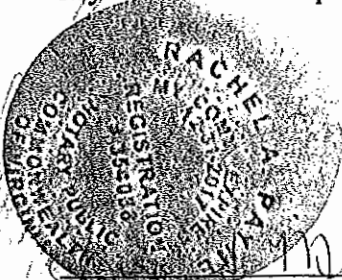
STATE OF VIRGINIA

City
COUNTY OF Warren to-wit

The foregoing instrument was acknowledged before me this 22 day of April,
2013 by James R. Meehan.

Rachel A. Pomeroy
NOTARY PUBLIC

My Commission Expires: 12-31-2017



Lisa S. Meehan
LISA S. MEEHAN

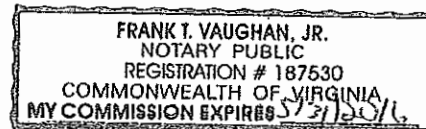
STATE OF VIRGINIA

City
COUNTY OF Warren to-wit

The foregoing instrument was acknowledged before me this 23rd day of April,
2013 by Lisa S. Meehan.

Frank T. Vaughan, Jr.
NOTARY PUBLIC

My Commission Expires: 5/31/2016



P60035 MAY-92

Constance Elizabeth Geesey
CONSTANCE ELIZABETH GEESEY

STATE OF VIRGINIA

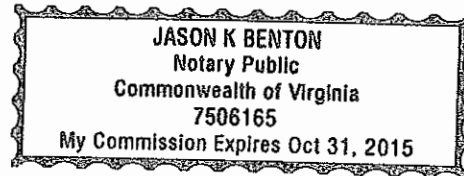
COUNTY OF Albemarle to-wit

The foregoing instrument was acknowledged before me this 26 day of April, 2013 by
Constance Elizabeth Geesey.

Jason K Benton
NOTARY PUBLIC

My Commission Expires:

Oct 31, 2015



P60036 MAY-92

Thomas A. Marshall

THOMAS A. MARSHALL

COMMONWEALTH OF PENNSYLVANIA
STATE OF VIRGINIA

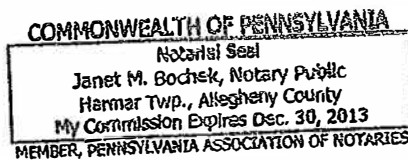
COUNTY OF ALLEGHENY to-wit

The foregoing instrument was acknowledged before me this 2ND day of MAY,
2013 by Thomas A. Marshall.

Janet M. Bocek

NOTARY PUBLIC

My Commission Expires:



Leslie M. Marshall

LESLIE M. MARSHALL

COMMONWEALTH OF PENNSYLVANIA
STATE OF VIRGINIA

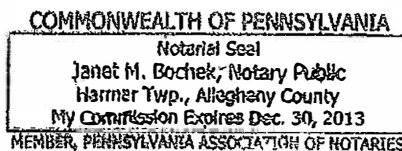
COUNTY OF ALLEGHENY to-wit

The foregoing instrument was acknowledged before me this 2ND day of MAY,
2013 by Leslie M. Marshall

Janet M. Bocek

NOTARY PUBLIC

My Commission Expires:



P80037 MAY-92

Herman H. Kivett, Jr.
HERMAN H. KIVETT, JR.

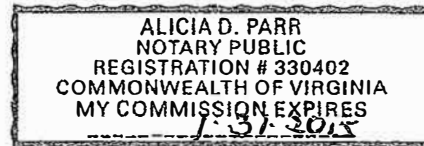
STATE OF VIRGINIA

City
COUNTY OF Waynesboro to-wit

The foregoing instrument was acknowledged before me this 30 day of April,
2013 by Herman H. Kivett, Jr..

Alicia D. Parr
NOTARY PUBLIC

My Commission Expires: 1-31-2015



Joanna B. Kivett
JOANNA B. KIVETT

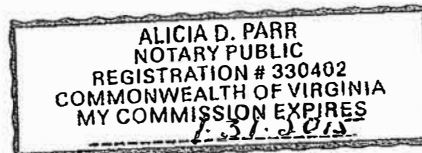
STATE OF VIRGINIA

City
COUNTY OF Waynesboro to-wit

The foregoing instrument was acknowledged before me this 30 day of April,
2013 by Joanna B. Kivett.

Alicia D. Parr
NOTARY PUBLIC

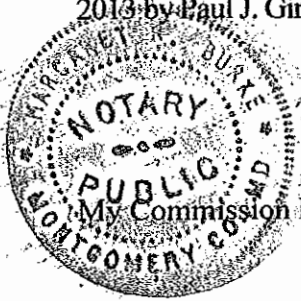
My Commission Expires: 1-31-2015



Paul J. Giroux,
PAUL J. GIROUX

STATE OF ~~VIRGINIA~~ Maryland
COUNTY OF Montgomery to-wit

The foregoing instrument was acknowledged before me this 22nd day of April,
2013 by Paul J. Giroux.



MARGARET R. BURKE
Notary Public
State of Maryland
Montgomery County
Commission Expires 3/10/16

[Signature]
NOTARY PUBLIC

Robin M. Giroux
ROBIN M. GIROUX

STATE OF ~~VIRGINIA~~ Maryland
COUNTY OF Montgomery to-wit

The foregoing instrument was acknowledged before me this 22nd day of April,
2013 by Robin M. Giroux.



MARGARET R. BURKE
Notary Public
State of Maryland
Montgomery County
Commission Expires 3/10/16

[Signature]
NOTARY PUBLIC

Paul E. Green
PAUL E. GREEN

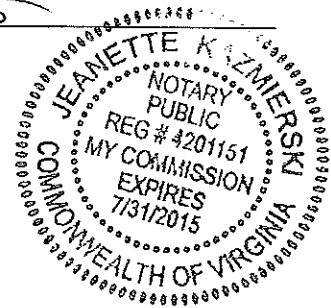
STATE OF VIRGINIA

COUNTY OF Napoli to-wit

The foregoing instrument was acknowledged before me this 20 day of April, 2013 by Paul E. Green.

Jeanette Kazmierski
NOTARY PUBLIC

My Commission Expires: July 31, 2015



Sandra S. Green
SANDRA S. GREEN

STATE OF VIRGINIA

COUNTY OF Napoli to-wit

The foregoing instrument was acknowledged before me this 20 day of April, 2013 by Sandra S. Green.

Jeanette Kazmierski
NOTARY PUBLIC

My Commission Expires: July 31, 2015



SCHEDULE "A"
Village Bank Lots

PARCEL I:

Lot 2, containing 3.653 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2377.

Lot 3, containing 3.309 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, pages 2339 and 2340.

Lot 10, containing 4.880 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, pages 2124, 2125, 2126 and 2127.

Lot 11, containing 5.754 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, pages 2203, 2204, and 2205.

Lot 12, containing 7.443 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2118.

Lot 14, containing 3.987 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, pages 2370 and 2371.

Lot 15, containing 4.020 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2375.

Lot 17, containing 4.957 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, pages 2036, 2037 and 2038.

Lot 18, containing 5.006 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, pages 2036, 2037 and 2038.

Lot 19, containing 5.384 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, pages 2085, 2086 and 2087.

Lot 20, containing 5.324 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, pages 2085, 2086 and 2087.

Lot 23, containing 4.368 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2367.

Lot 24, containing 5.164 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, pages 2203, 2204 and 2205.

[Continued on following page]

SCHEDULE "A"
CONTINUED

Lot 27, containing 5.002 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2381.

Lot 28, containing 4.467 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2391.

Lot 29, containing 5.287 acres, as shown on plat of record in the Augusta County, Circuit Court Clerk's Office in Plat Book 1, page 2392.

Augusta County Tax Map Parcel #69-(1)-C containing 20.454 acres;
Augusta County Tax Map Parcel #69-(1)-G containing 20.039 acres;
Augusta County Tax Map Parcel #69-(1)-J containing 5.950 acres;
Augusta County Tax Map Parcel #69-(1)-E containing 20.07 acres; and
Augusta County Tax Map Parcel #69-(1)-L containing 38.126 acres.

BEING the same real estate conveyed to DAK Properties, LLC, a Virginia limited liability company by deed from Dhillon Mt. Village Inc., a Virginia corporation, dated November 4, 2005, recorded November 10, 2005 in the Clerk's Office, Circuit Court, Augusta County, Virginia as Instrument No. 050015880.

LESS AND EXCEPT Lot 13, containing 4.763 acres conveyed to Sara J. Terry by deed dated December 2, 2008 recorded December 3, 2008 as Instrument No. 080011488.

LESS AND EXCEPT Lot 4, containing 3.606 acres conveyed to Henry E. Roberts and Pamela G. Roberts, by deed dated December 13, 2007 recorded December 17, 2007 as Instrument No. 070014297.

LESS AND EXCEPT Lot 6, containing 3.734 acres conveyed to Paul J. Giroux and Robin M. Giroux by deed dated July 18, 2007, recorded July 30, 2007 as Instrument No. 070008888.

PARCEL II:

ALL those two certain lots or parcels of land situate in Wayne District, Augusta County, Virginia, together comprising 8.525 acres, which lots are designated respectively as Lot 16, shown and described on a plat entitled "Composite Plat Dhillon Mountain Village", Wayne District Augusta County, Virginia, dated November 3, 2005 made by Tom Shumate Surveyor, Inc.; and Lot 25 Dhillon Mountain Village as shown and described on a plat of subdivision of record in the Clerk's Office of the Circuit Court of Augusta County, Virginia in PB 1, page 2432.

LESS AND EXECPT Lot 16 conveyed by deed recorded January 4, 2008 as Instrument No. 080000106.

Document C3

RECITALS

WHEREAS, Fox Run Estates Property Owners' Association (formerly known as Dhillon Mountain Village Subdivision properties), have had placed upon them certain easements, restrictions, covenants and affirmative obligations pursuant to a "Declaration of Easements, Restrictions, Covenants and Affirmative Obligations" (the "Original Declaration"), said Declaration being dated January 25, 2006 and recorded in the Circuit Court Clerk's Office for the Circuit Court of Augusta County, Virginia, as Instrument Number 060001171; and two lots were added, making 39 lots total, in the DECLARATION AND CONSENT AGREEMENT TO THE OBLIGATIONS OF DECLARATION OF COVENANTS AND RESTRICTIONS OF FOX RUN ESTATES, recorded on June 10, 2020 in the Circuit Court Clerk's Office for the Circuit Court of Augusta County, Virginia, as Instrument Number 200004673;

WHEREAS, the aforementioned Original Declaration, in Article 8, Section 4 states:
"AMENDMENT: Any such provision of this Declaration may be amended by an Instrument signed by no less than seventy-five percent (75%) of the Lot Owners and any such amendment shall be effective when properly recorded in the Circuit Court of Augusta County, Virginia";

WHEREAS, pursuant to the above-described power to amend the Original Declaration, as the Lot Owners of Seventy Five Percent or more of the total lots in Fox Run Estates, the Lot Owners hereby amend the Original Declaration as follows:

THIRD AMENDMENT TO ORIGINAL DECLARATION

NOW THEREFORE, in consideration of the benefits to accrue to the Lot Owners herein, the sufficiency of which is hereby acknowledged, the Lot Owners herein, for themselves, their successors, grantees and assignees, do hereby declare and provide as follows:

1. Article VI, Section One F (9) of the Declaration is amended to provide that up to a total of six (6) horses, cumulatively, may be kept on Lot L. No commercial breeding activities for horses or boarding of horses shall be permitted on any lots in the subdivision.

THE THIRD AMENDED DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND AFFIRMATIVE OBLIGATIONS (the "Third Amended Declaration") is prepared as of April 5, 2021, by Fox Run Estates Property Owners' Association, and the Lot Owners listed below representing 31 lots of the 39 lots (79%). The Lot Owners are the Grantor and Grantee for indexing purposes.

James R. Critzer, Trader LLC (Lots F, F1, F2, G, J)

Chris Edward Payne (Lots K, L, 11)

Jerry W. Kestner or Arthur D. Hutchinson (Lot 1)

Jerry W. Kestner (Lot 2)

Michael W. and Kathy S. Knight (Lot 3)

Glenn and Christina Dunville (Lot 5)

Paul J. and Robin M. Giroux (Lots 6, 7)

David R. Mirra and Susan Z. Clark Mirra (Lots 8, 9, 10)

Sara J. Bankard (Lot 13)

Richard A. and Lorrieanne M. Stowell (Lots 14, 15)

Jesse A. and Jessica Smith (Lots 16, 17)

Brian Riddle and Aimee Hatfield (Lots 19, 20)

Jonathan Bell and Rebecca Burns (Lot 22)

Terry J. and Helen H. Penn (Lots 23, 25)

Constance Elizabeth Hodge (Lots 26, 27, 28, 29)

IN WITNESS WHEREOF, the aforementioned Lot Owners have executed this Third Amended Declaration as of the date recorded in the Circuit Court of Augusta County, Virginia.

Trader LLC, a Virginia limited liability company

BY: James R. Critzer

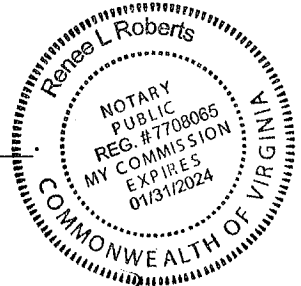
James R. Critzer, Member

STATE OF Virginia, AT LARGE

CITY/COUNTY OF Augusta, TO-WIT:

The foregoing document was acknowledged to before me this 27th day of January, 2021 by James R. Critzer, Member of Trader LLC, a Virginia limited liability company.

My commission expires: January 31, 2024



Renee L. Roberts
Notary Public

Registration Number: 7708065

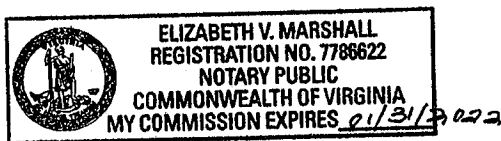
By: Chris Edward Payne
Chris Edward Payne

STATE OF Virginia, AT LARGE

CITY/COUNTY OF Waynesboro, TO-WIT:

The foregoing document was acknowledged to before me this 5th day of March, 2021 by Chris Edward Payne, husband and wife.

My commission expires: 01/31/2022.



Elizabeth V. Marshall

Notary Public

Registration Number: 7786622

By: Jerry W. Kestner
Jerry W. Kestner

By: Arthur D. Hutchinson
Arthur D. Hutchinson

STATE OF VIRGINIA, AT LARGE

CITY/COUNTY OF WAYNESBORO, TO-WIT:

The foregoing document was acknowledged to before me this 24 day of
February, 2021 by Jerry W. Kestner or Arthur D. Hutchinson.

My commission expires: DEC. 31, 2023.

ELEANORE WOOD
NOTARY PUBLIC
REGISTRATION # 7835481
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
12/31/2023

Eleanore Wood

Notary Public

Registration Number: 783 5481

By: Jerry W. Kestner
Jerry W. Kestner

STATE OF Virginia, AT LARGE

CITY/COUNTY OF Augusta, TO-WIT:

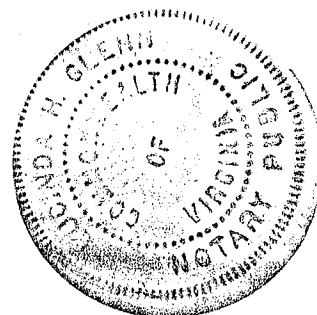
The foregoing document was acknowledged to before me this 25th day of
January, 2021 by Jerry W. Kestner.

My commission expires: July 31, 2022.

Lucinda H. Glenn

Notary Public

Registration Number: 182846



By: Michael W. Knight

Michael W. Knight

By: Kathy S. Knight

Kathy S. Knight

STATE OF Virginia, AT LARGE

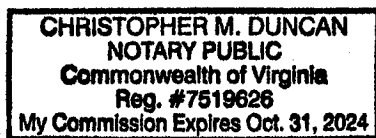
CITY/COUNTY OF Waynesboro, TO-WIT:

The foregoing document was acknowledged to before me this 26 day of January, 2021 by Michael W. Knight and Kathy S. Knight, husband and wife.

My commission expires: Oct 31, 2024.

Christopher M. Duncan

Notary Public



Registration Number: 7519626

By: [Signature]

Glenn Dunville

By: [Signature]

Christina Dunville

STATE OF Virginia, AT LARGE

CITY/COUNTY OF Waynesboro, TO-WIT:

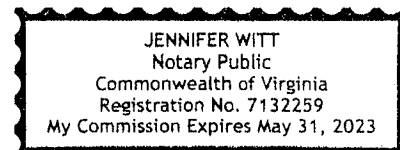
The foregoing document was acknowledged to before me this 21st day of January, 2021 by, Glenn Dunville and Christina Dunville, husband and wife.

My commission expires: 05/31/2023.

[Signature]

Notary Public

Registration Number: 7132259



By: Paul J. Giroux

Paul J. Giroux

By: Robin M. Giroux

Robin M. Giroux

STATE OF Virginia, AT LARGE

CITY/COUNTY OF Weymouth, TO-WIT:

The foregoing document was acknowledged to before me this 22nd day of January, 2021 by Paul J. Giroux and Robin M. Giroux, husband and wife.

My commission expires: March 31, 2022.



ANGELA KATAYAMA WASHINGTON
NOTARY PUBLIC 7344997
COMMONWEALTH OF VIRGINIA

MY COMMISSION EXPIRES MARCH 31, 2022

Angela Katayama Washington

Notary Public

Registration Number: 7344997

By:

David R. Mirra

David R. Mirra

By:

Susan Z. Clark Mirra

Susan Z. Clark Mirra

STATE OF Virginia, AT LARGE

CITY/COUNTY OF Waynesboro, TO-WIT:

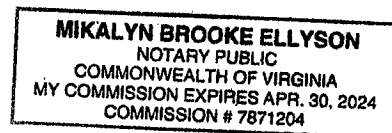
The foregoing document was acknowledged to before me this 13th day of January, 2021 by David R. Mirra or Susan Z. Clark Mirra, husband and wife.

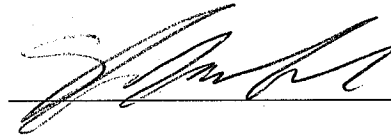
My commission expires: April 30, 2024.

Mikalyn B. Ellyson

Notary Public

Registration Number: 7871204





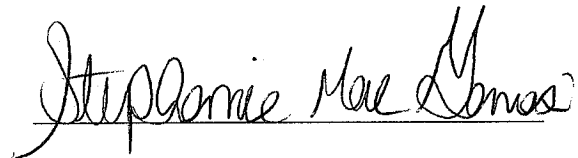
Sara J. Bankard

STATE OF Virginia, AT LARGE

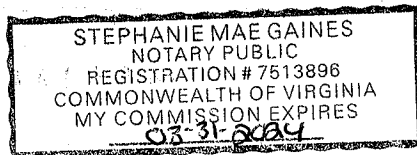
CITY/COUNTY OF Waynesboro, TO-WIT:

The foregoing document was acknowledged to before me this 20th day of January, 2021 by Sara J. Bankard.

My commission expires: March 31, 2024.



Notary Public



Registration Number: 7513896

By: Richard A. Stowell

Richard A. Stowell

By: Lorrieanne M. Stowell

Lorrieanne M. Stowell

STATE OF Virginia, AT LARGE

CITY/COUNTY OF Augusta, TO-WIT:

The foregoing document was acknowledged to before me this 15th day of January, 2021 by Richard A. Stowell and Lorrieanne M. Stowell, husband and wife.

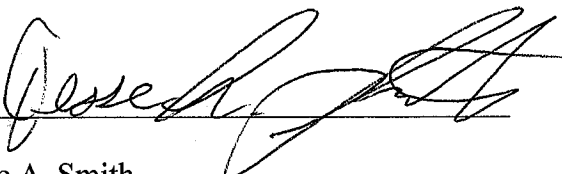
My commission expires: 12/31/2024.




Elizabeth Johnson

Notary Public

Registration Number: 7869635

By: 
Jesse A. Smith

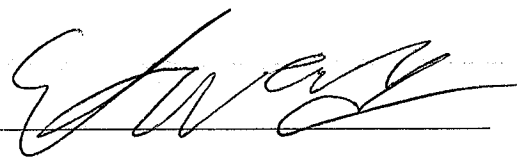
By: 
Jessica Smith

STATE OF VIRGINIA, AT LARGE

CITY/COUNTY OF WAYNESBORO, TO-WIT:

The foregoing document was acknowledged to before me this 8 day of
February, 2021 by Jesse A. Smith and Jessica Smith, husband and wife.

My commission expires: 12/31/2023.



ELEANORE WOOD
NOTARY PUBLIC
REGISTRATION # 7835481
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
12/31/2023

Notary Public

Registration Number: 7835481

By: Brian Riddle

Brian Riddle

By: Aimee Hatfield

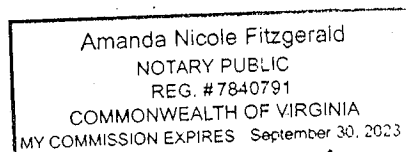
Aimee Hatfield

STATE OF Virginia, AT LARGE

CITY/COUNTY OF Augusta, TO-WIT:

The foregoing document was acknowledged to before me this 22 day of February, 2021 by Brian Riddle and Aimee Hatfield, husband and wife.

My commission expires: September 30, 2023.



Amanda Nicole Fitzgerald

Notary Public

Registration Number: 7840791

By: [Signature]
Jonathan Bell

By: Rebecca C. Burns
Rebecca Burns

STATE OF Virginia, AT LARGE

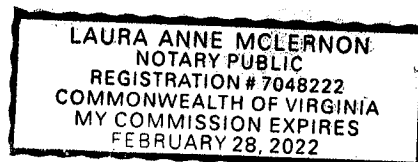
CITY/COUNTY OF Blount, TO-WIT:

The foregoing document was acknowledged to before me this 19 day of
January, 2021 by Jonathan Bell and Rebecca Burns

My commission expires: February 28 2022

[Signature]
Notary Public

Registration Number: 7048222



By: Terry J. Penn
Terry J. Penn, Trustee under the Terry J. Penn Revocable Living Trust

By: Helen H. Penn
Helen H. Penn, Trustee under the Terry J. Penn Revocable Living Trust

By: Helen H. Penn
Helen H. Penn, Trustee under the Helen H. Penn Revocable Living Trust

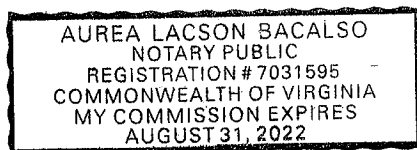
By: Terry J. Penn
Terry J. Penn, Trustee under the Helen H. Penn Revocable Living Trust

STATE OF VA, AT LARGE

CITY/COUNTY OF VA BEACH, TO-WIT:

The foregoing document was acknowledged to before me this 15th day of January, 2021 by Terry J. Penn and Helen H. Penn, Trustees under the Terry J. Penn Revocable Living Trust and Terry J. Penn and Helen H. Penn, Trustees under the Helen H. Penn Revocable Living Trust

My commission expires: 08/31/2022



Aurea Bacalso
Notary Public

Registration Number: 7031595

By: Constance Elizabeth Hodge

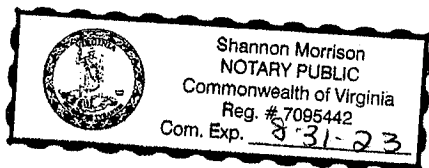
Constance Elizabeth Hodge

STATE OF Virginia, AT LARGE

CITY/COUNTY OF Augusta, TO-WIT:

The foregoing document was acknowledged to before me this 1 day of March, 2021 by Constance Elizabeth Hodge.

My commission expires: 8-31-2023



Shannon Morrison

Notary Public

Registration Number: 7095442

Document C4

Prepared by:
Royer Caramanis, PLC
Russell N. Kruse, VSB#78711
200-C Garrett Street
Charlottesville, VA 22902
434-260-8767
Tax Map & Parcel Numbers: 69-81 and 69-81B
(Augusta County)

**DECLARATION AND CONSENT AGREEMENT TO THE OBLIGATIONS OF
DECLARATION OF COVENANTS AND RESTRICTIONS OF FOX RUN
ESTATES**

THIS DECLARATION AND CONSENT AGREEMENT TO THE OBLIGATIONS OF DECLARATION OF COVENANTS AND RESTRICTIONS OF FOX RUN ESTATES ("Agreement") is hereby entered into this 7th day of May, 2020, by and between **SRF-AUGUSTA 2 LLC**, a Virginia limited liability company ("Declarant/Landowner") and **FOX RUN ESTATES PROPERTY OWNERS' ASSOCIATION, INC.**, a Virginia non-stock corporation ("Association").

RECITALS

WHEREAS, the Association is a non-stock, non-profit corporation whose members consist of lot owners in the Fox Run Estates subdivision in Augusta County, Virginia; and

WHEREAS, certain properties in Fox Run Estates are subject to that certain Declaration of Easements, Restrictions, Covenants and Affirmative Obligations dated January 25, 2006, recorded in the Clerk's Office for the Circuit Court of August County, Virginia (the "Clerk's Office") on January 30, 2006, as Instrument Number 060001171, pages 39 through 55 (the "Declaration");

WHEREAS, a certain Amended Declaration of Easements, Restrictions, Covenants and Affirmative Obligations of Dhillon Mountain Village Subdivision dated May 6, 2008, was recorded in the Clerk's Office on May 12, 2008, as Instrument Number 080004940, pages 267-276 (the "Amended Declaration");

WHEREAS, a certain Second Amended Declaration of Easements, Restrictions, Covenants and Affirmative Obligations of Dhillon Mountain Village Subdivision dated May 7, 2013, was recorded in the Clerk's Office on May 9, 2013, as Instrument Number 130004199, pages 29-41 (the "Second Amended Declaration");

WHEREAS, Declarant/Landowner is the current owner of two parcels of real property designated as **TMP 69-81 and 69-81B** respectively consisting of 12.661 acres and 11.642 acres (the "SRF Parcels"), and shown as **Lot A (69-81) and Lot 2 (69-81B)** on a plat dated March 20, 2019 and revised August 8, 2019, prepared by Tom Shumate Surveyor, Inc., recorded in the Clerk's Office on November 1, 2019, as Instrument Number 190008431, in Plat Book 2 pages 173 through 174;

WHEREAS, a certain Deed of Exchange dated February 11, 1992, recorded in the Clerk's Office in Deed Book 1115, page 516, provided that ~~should~~ the SRF Parcels, having their sole access to State Route 622 "shall only be sold on the condition that the purchasers thereof agree to join" what is now the Fox Run Estates Property Owners Association, Inc. and that "membership in said homeowners' association shall always be open to the said owners or their successors in title" to what is now the SRF Parcels;

WHEREAS, the SRF Parcels, as they are configured as of the date of this Declaration and Agreement, are entitled to join the Association and utilize the Association's private roads to access State Route 622;

WHEREAS, in consideration of the Association's execution of this Agreement, Declarant/Landowner agrees to subject the SRF Parcels to the Declaration, the Amended Declaration, and the Second Amended Declaration (referred to collectively herein as the "Fox Run Estates Declaration"), and any subsequent amendments thereto, and has petitioned Association for the same rights and obligations into perpetuity;

WHEREAS, the Board of Directors of the Association approves and hereby consents, as evidenced by its representative's signature hereto, to making the SRF ParcelParcels subject to the Fox Run Estates Declaration and the obligations and restrictions contained therein; and

AGREEMENT

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows:

1. Declarant/Landowner declares and agrees that the SRF Parcels are now permanently subject to the Fox Run Estates Declaration, which covenants, conditions, and restrictions run with the land, and that the owners of the SRF Parcels shall automatically become members of the Association and subject to the obligations imposed by the Fox Run Estates Declaration.

2. Incorporation of Recitals. All of the Recitals as set forth above are hereby accepted as true and accurate and are specifically incorporated herein as part of this Agreement.

3. SRF Parcels. The SRF Parcels are now subject to the Fox Run Estates Declaration and the obligations and restrictions contained therein.

4. Limitations. The owners of no parcels, other than the SRF Parcels, shall be entitled to use the private roads of the Fox Run Estates subdivision for access, nor shall the SRF Parcels be subdivided or reconfigured in any manner to provide access to additional parcels through the Fox Run Estates subdivision. This Agreement does not entitle any parcels, other than the SRF Parcels, to join the Association or in any way use the private roadways owned and maintained by the Association within the Fox Run Estates subdivision.

[COUNTERPART SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO DECLARATION AND CONSENT AGREEMENT
TO THE OBLIGATIONS OF DECLARATION OF COVENANTS
AND RESTRICTIONS OF FOX RUN ESTATES]

WITNESS the following signatures and seals:

SRF-AUGUSTA 2 LLC
a Virginia limited liability company

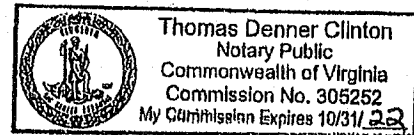
By James E. Craig Jr.
James E. Craig, Jr.
Its: Manager

STATE OF Virginia
City
COUNTY OF Falls Church; to-wit:

I, the undersigned, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that on this 13th day of May, 2020, James E. Craig, Jr. did personally appear before me and acknowledge that the foregoing Declaration and Consent Agreement to the Obligations of Declaration of Covenants and Restrictions of Fox Run Estates is true and correct to the best of his information, knowledge and belief.

Thomas Denner Clinton
Notary Public

My Notary Registration No.: 305252
My commission expires 10-31-22



[SIGNATURE PAGE TO DECLARATION AND CONSENT AGREEMENT
TO THE OBLIGATIONS OF DECLARATION OF COVENANTS
AND RESTRICTIONS OF FOX RUN ESTATES]

FOX RUN ESTATES PROPERTY
OWNERS' ASSOCIATION, INC.

By:

Richard A. Stowell, Jr.

Richard A. Stowell, Jr.

Its President of Board of Directors

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Charlottesville; to-wit:

I, the undersigned, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that on this 19 day of May, 2020, Richard A. Stowell, Jr., did personally appear before me and acknowledge that the foregoing Declaration and Consent Agreement to the Obligations of Declaration of Covenants and Restrictions of Fox Run Estates is true and correct to the best of his information, knowledge and belief.

Nicole Kitchen
Notary Public

My Notary Registration No.: 7854190

My commission expires 03/31/2023



INSTRUMENT # 200004673
E-RECORDED IN THE CLERK'S OFFICE OF
AUGUSTA ON
JUNE 10, 2020 AT 01:17PM

R STEVEN LANDES, CLERK
RECORDED BY: SAH

2 NEW LOTS ADDED TO FOX RUN STATES

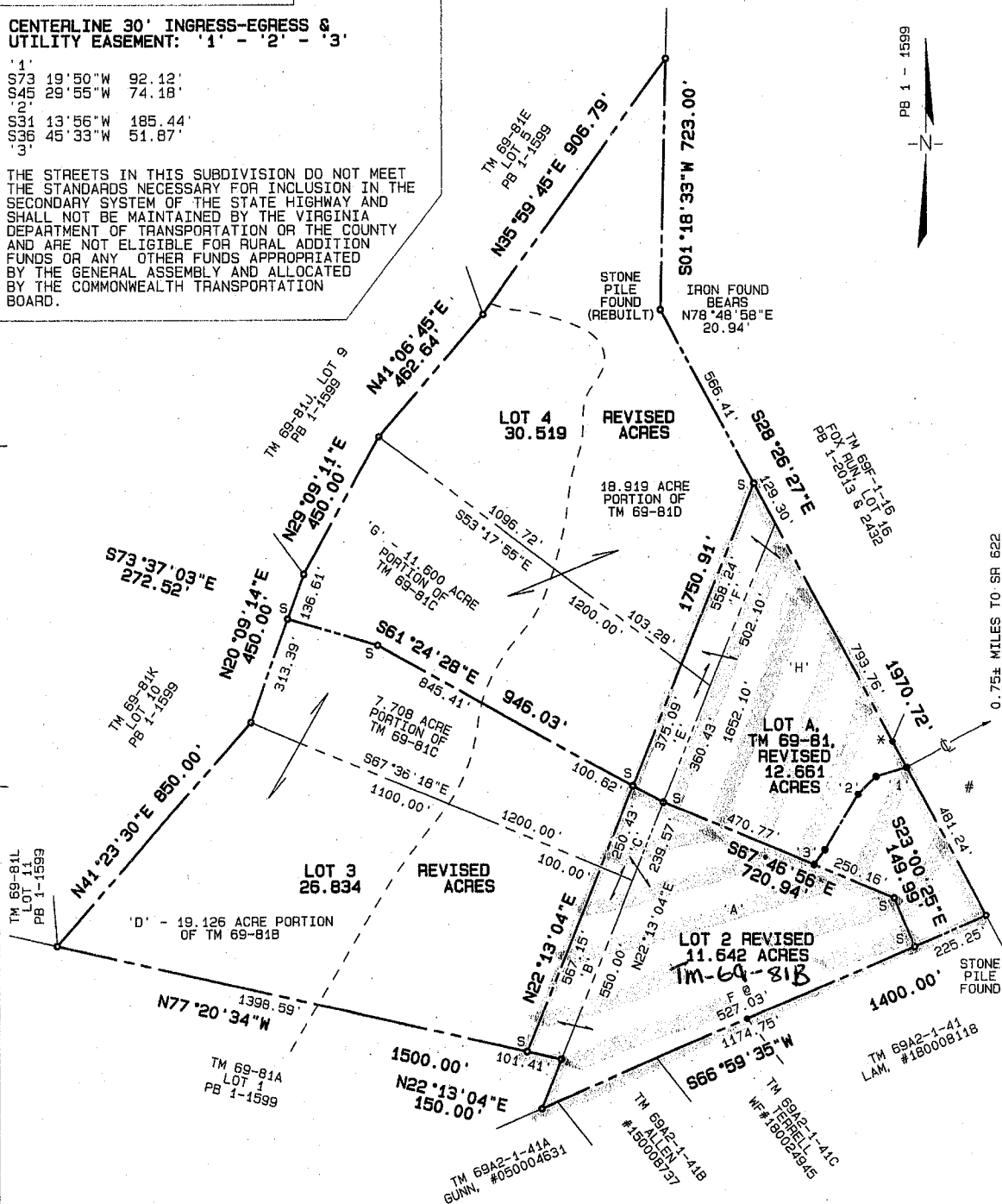
#04887; TM 69-81, 81B, 81C & 81D

5050

CENTERLINE 30' INGRESS-EGRESS & UTILITY EASEMENT: '1' - '2' - '3'

1.
S73 19°50'W 92.12'
S45 29°55'W 74.18'
2.
S31 13°56'W 185.44'
S36 45°33'W 51.87'
3.

THE STREETS IN THIS SUBDIVISION DO NOT MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE SECONDARY SYSTEM OF THE STATE HIGHWAY AND SHALL NOT BE MAINTAINED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION OR THE COUNTY AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.



COMPOSITE AND MINOR SUBDIVISION PLAT

LOTS A, 2, 3 AND 4, YOUNT/PELTER PROPERTY

WAYNE DIST., AUGUSTA COUNTY, VIRGINIA

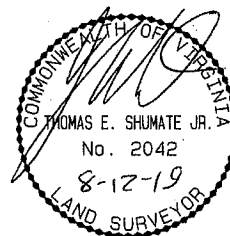
SCALE 1" = 300'

MARCH 20, 2019 REV. 8-8-19

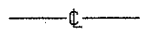
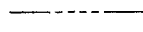
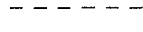

TOM SHUMATE SURVEYOR, INC.

WAYNESBORO, VIRGINIA (540) 9422990

Michelle Astor 10/4/19
AUGUSTA COUNTY SUBDIVISION AGENT DATE



NOTE

-  CENTERLINE OF EXISTING 50' EASEMENT, DB 1070-146 & DB 1115-531
 PROPERTY LINE TO BECOME VOID
 EXISTING 50' I & E EASEMENT, PB 1 - 1599
 CENTERLINE NEW 30' INGRESS-EGRESS & UTILITY EASEMENT, SEE SHEET 1

THIS COMPOSITE AND MINOR SUBDIVISION PLAT IS BASED ON A CURRENT SURVEY AS WELL AS 1992 SURVEY FOR PB 1 - 1599 AND MUST BE RECORDED WITHIN SIX (6) MONTHS OF APPROVAL DATE OR APPROVAL SHALL BECOME VOID

THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT INDICATE ALL ENCUMBRANCES AFFECTING PROPERTY SURVEYED

NO GRAVE SITES WERE OBSERVED AT TIME OF SURVEY

PROPERTY OWNER: SRF-AUGUSTA 2 LLC, #190000209


- TM 69F-1-25, FOX RUN LOT 25, PB 1-2432

S/F - INDICATES IRON SET/FOUND, OTHER CORNERS ARE IRONS PER PLAT AT PB 1 - 1599
 * - IRON FOUND AT 496.25'

THE FOLLOWING PORTIONS OF EXISTING TAX MAPS ARE TO BE CONVEYED TO THE ADJACENT TAX MAPS AS LISTED FOR THE PURPOSE OF ADDING LAND TO AN EXISTING TRACT, WITH EACH OF THE RESULTING COMBINED TRACTS TO BE TREATED AS ONE TRACT

- 'A' - 9.798 ACRE PORTION OF TM 69 - 81 TO TM 69-81B
- 'B' - 1.282 ACRE PORTION OF TM 69-81B TO REMAIN TM 69-81B
- 'C' - 0.562 ACRE PORTION OF TM 69-81C TO TM 69-81B
- 'D' - 19.126 ACRE PORTION OF TM 69-81B TO TM 69-81C
- 'E' - 0.844 ACRE PORTION OF TM 69-81C TO TM 69-81
- 'F' - 1.217 ACRE PORTION OF TM 69-81D TO TM 69-81
- 'G' - 11.600 ACRE PORTION OF TM 69-81C TO TM 69-81D
- 'H' - 10.599 ACRE PORTION OF TM 69-81 TO REMAIN TM 69-81

"THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND (LOTS A, 2, 3 AND 4, YOUNT/PELTER PROPERTY) IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY."



 JAMES E. CRAIG, JR., MANAGING MEMBER

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Waynesboro

TO WIT:

THIS IS TO CERTIFY THAT THE ABOVE JAMES E. CRAIG, JR. DID SIGN IN MY PRESENCE, STATE AND CITY/COUNTY AFORESAID


 NOTARY PUBLIC

8/13/2019
 DATE #

MY COMMISSION EXPIRES 3/31/2021

