

**COVENANTS, CONDITIONS AND RESTRICTIONS
MILL RUN SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS: That MILL RUN, INC., does hereby declare and make known that the lots in Mill Run Subdivision, as shown on the plat by Bell Surveys, Inc., dated February 8, 2007, and recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Subdivision Plat Book 8, page 2458, et seq, are held by it subject to the following covenants, conditions, restrictions, easements and rights of way, which shall run with the land and be binding upon MILL RUN, INC., and all persons, firms and corporations claiming under said corporation.

1. **Permitted Improvements:** The lots in Mill Run Subdivision shall be used for residential purposes only, and no structures shall be erected on any lot except a detached single-family dwelling, usual outbuildings, and private garage. Said outbuildings and/or garage may be approved for construction prior to the dwelling house being constructed if it is determined that the lot elevation is such that these buildings must be constructed prior to the construction of the dwelling house. Only one such dwelling shall be erected on any lot, and only one outbuilding plus private garage shall be erected on any lot. No dwelling shall be located nearer to the front street line, the side street line, or any other side lot line than permitted by the applicable governmental regulations or laws.
 - 1.1 A dwelling shall not be more than two stories above ground level, excluding a basement (or excluding a piling foundation when permitted) and shall not exceed thirty-six (36) feet in height as measured from the lowest floor level, excluding the basement (or piling foundation when applicable), unless otherwise approved.
 - 1.2 All steps facing any street must have closed treads.
 - 1.3 No structure with the exception of a single family dwelling shall be erected on any property so as to unreasonably obstruct the view of the lake from any other single family dwelling.
2. **Approval of Dwelling and Structures on Lots:** Before any structure, well or drainfield is erected, placed or altered on a lot, including piers or any structures built over the water, and seawalls, the building plans, specifications and plot plan for same must be submitted in duplicate to, and approved in writing by, MILL RUN, INC., its authorized representative, its assigns, or agents appointed for the purpose, in order to assure the design of same to be in harmony with the existing structures and improvements in the subdivision, and properly located to conform with the topography and finished ground elevations of the subdivision. All plans submitted for approval must be a duplicate of documents subsequently submitted to County or other approving authority. All septic systems shall be of AOSE certified design.

One (1) set of plans, specifications and plot plan will be returned to the owner and one (1) set retained by MILL RUN, INC., its authorized representative, its assigns, or agents appointed for the purpose. Approval or disapproval by the approving authority shall be final and binding.

3. **Minimum Square Footage of Dwellings:** On TIER ONE LOTS 7,8,9,10,11, 12, 13, 14, 15, 16, 17, 18, 19,23,24,25,98,99, 100, 101, 102, 103, 104, 105, 106, and 107, no dwelling house shall be erected upon any lot with a total floor or living space, exclusive of all basements, seasonal porches, breezeways, garages, and unfinished storage spaces, of less than 1650 square feet for a one-story house; or less than 1250 square feet for first level of any multi-level house. All attached garages shall have vehicle entrances to rear or side, unless otherwise approved. A reasonable variance may be allowed from all of the above requirements, due to other amenities, at the sole discretion of the approving authority.

On TIER TWO LOTS 1, 2, 3,4, 5, 6, 26, 27, 28, 29, 30, 52, 53, 54, 60, 69, 71, 72, 73, 74, 75, 76, 78, 79, 80, 81, 82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, and 97, no dwelling house shall be erected upon any lot with a total floor or living space, exclusive of all basements, seasonal porches, breezeways, garages, and unfinished storage spaces, of less than 1800 square feet for a one-story house; or less than 1400 square feet for first level of any multi-level house. All attached garages shall have vehicle entrances to rear or side, unless otherwise approved. A reasonable variance may be allowed from all of the above requirements, due to other amenities, at the sole discretion of the approving authority.

On TIER THREE, WATERFRONT LOTS 20, 21, 22,31,32,33,34,35,36,37,38, 39,40,41,42,43,44,45,46,47,48,49,50,51,55,56,57, 58,59,61,62,63,64, 65, 66, 67, 68, 70, and 77, no dwelling house shall be erected upon any lot with a total floor or living space, exclusive of all basements, seasonal porches, breezeways, garages, and unfinished storage spaces, of less than 2400 square feet for a one-story house; or less than 1650 square feet for first level of any multi-level house. All attached garages shall have vehicle entrances to rear or side, unless otherwise approved. A reasonable variance may be allowed from all of the above requirements, due to other amenities, at the sole discretion of the approving authority. All detached garages on waterfront lots shall have rear or side entrances only.

4. **Exterior Structures:** All garages and other permanent structures, such as storage rooms, outbuildings, retaining walls, etc., shall be built of the same material and similar architectural design as permitted for any dwelling. No cinder block, concrete block, cement, solite block, stucco, T1-11 or asphalt shingle siding shall be permitted for the finished exterior of any structure. All sewage must be disposed of in septic tanks meeting local government standards. All fuel tanks over 100 gallons must be buried. All above ground tanks shall be screened from view. No building shall be nearer than fifteen (15) feet to any property line.

- 4.1 No more than two (2) gazebos may be placed on any lot.
 - 4.2 All structures erected on any lot within Mill Run shall be constructed entirely of new material, except where used materials, such as bam board, old wood beams, used brick, etc., are to be used in the interior of the living areas. The Committee, as hereinafter set forth, shall have the authority to relax this covenant when, in the judgment of the Committee, to do so would enhance the aesthetics of any structure.
 - 4.3 Exterior siding, roofs, architectural features and exterior paint or stain shall be earth tones or Williamsburg colors to blend with the natural environment or white. For this purpose, brick, natural stone and prefinished logs shall be considered earth tone.
 - 4.4 All metal windows, window frames, storm doors and storm door frames shall be clad or have a baked finish in a color compatible with the building exterior. No metal awnings shall be affixed to any building.
 - 4.5 Roofing on all buildings shall be either natural slate, wood shake, asphalt or fiberglass shingle, with standing seam coated steel (tin roof), or concrete shingles. The roof of any dwelling and any detached garage shall have a minimum 5/12 roof pitch. All dwellings shall include a minimum of three (3) elevations of roof lines, each of which must be visually substantial and which may be step down or opposing roof angles, excluding detached garages. Roof elevations of detached garages must be complimentary in design with the detached dwelling.
 - 4.6 The only improvements which shall be permitted on the Lake Anna shoreland appurtenant to any lot shall be dock structures which may include one boat house with slips and other appurtenant improvements such as an open deck, screened-in porch, *andlor* an enclosed room, provided they meet the following criteria: All materials shall be designed to resist rot and the dock shall be constructed in a workmanlike manner. No boathouse or appurtenant improvement shall exceed one story in height and all observation decks shall be open with no roof.
5. **Material Deliveries:** Prior to the beginning of clearing or construction on a lot, and prior to the delivery of materials for such construction, an entrance driveway shall be constructed to afford access to said lot, which entrance shall include any culverts or other structures designed to provided sufficient drainage along the front property line, in accordance with the applicable State Highway Department, County and other governmental specifications, except the length of said culvert shall be a minimum of twenty-four (24) feet. All materials shall be stored on the lot and not on any street, drainage ditch, road or highway. Property owner shall be responsible for any damages to roads and ditches caused by them or anyone they hire for building or delivery of materials to their lot.

- 5.1 All construction vehicles and heavy equipment must be parked on the lot and not on the community roadways. Excavation and heavy equipment must be unloaded on the lot and substantial care must be exercised when such equipment is being unloaded adjacent to the surfaced road edge.
6. **Construction Time Frame:** Construction of improvements on the lots must be done in a workmanlike manner and once begun shall be continued to the point where all exterior work shall be completed within twelve (12) months.
7. **Allowed Fencing:** No chain link, wire or stockade fences shall be erected on any lot. Fences extending beyond front of residence are to be approved in writing by MILL RUN, INC., its authorized representative, its assigns, or agents appointed for the purpose. All fences erected on waterfront lots must be approved in writing by MILL RUN, INC., its authorized representative, its assigns, or agents appointed for the purpose, prior to construction. No fences are to be erected on any lot that would obstruct the view of Lake Anna from neighboring lots.
8. **Activities Not Allowed:** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood or injure the value of the neighboring property. Commercial activity, including the use or operation of a convalescent home, nursery, or child care center, is specifically prohibited.
- 8.1 No fowl, swine, goats, cattle, horses, ponies, or mules shall be allowed or kept on any lot, and no dog or cat kennels, rabbit hutches, or pigeon lofts, temporary or permanent, shall be erected.
- 8.2 No basement, tent, shack, garage, barn or other outbuilding shall be used or erected for use as a temporary residence on any lot, and no trailer shall be placed on a lot as a temporary or permanent residence.
- 8.3 No bottles, cans, trash, garbage, stumps, waste, refuse, dirt, or any other material of any kind or description shall be thrown or dumped in any ditches or on any lots or roadways.
- 8.4 Owners of lots within Mill Run Subdivision shall keep said lot free of junk at all times, including tires and junk vehicles. Junk vehicles shall be construed as any vehicle that is not road worthy or does not have displayed a current license plate and current inspection sticker. Said vehicles may be stored in a fully enclosed garage.
- 8.5 After the conveyance of a lot by MILL RUN, INC., the area between the property line and the road surface shall be kept clear of all brush, tall grass and weeds, by the owner of said lot. All construction debris, including trash and dirt, shall be kept confined.

- 8.6 No party other than Mill Run, Inc. and its designated builders/developers shall place a "For Sale" sign on any lot not improved by a dwelling. No signs offering merchandise for sale may be placed on any lot.
- 8.7 No vehicles or boat trailers may be stored closer than One Hundred (100) feet to roadway on waterfront lots. On Tier One and Tier Two lots no vehicles or boat trailers shall be stored beyond front of the house, and must be on a driveway and not in the front yard. On any vacant lot watercraft and/or boat trailers must be parked at least 100 feet from front property line. No vehicles of any description may be stored on vacant lot.
- 8.8 Hunting and/or discharge of any firearm or weapon is strictly prohibited in Mill Run.
- 8.9 Camping of any sort within Mill Run is strictly prohibited.
- 8.10 No lots within Mill Run shall be used except for residential purposes. No commercial or business enterprises shall be allowed on any lot, other than arts, crafts, or professions operated and conducted solely by family members occupying the residents, and only when such product or service is not distributed to customers at the operators' residence or within Mill Run. Anything to the contrary notwithstanding, model homes and sales centers approved by the Declarant are permitted in Mill Run on any lot, which approval the Declarant shall not be obligated to grant.
- 8.11 All construction sites must be kept reasonably clear of construction debris during construction.
- 8.12 Burning of debris, brush, leaves and other trash shall be done in accordance with State law and in consideration of other lot occupants. All garbage and trash must be stored in covered containers placed where they are not visible from Lake Anna or any roadway or adjoining lot.
- 8.13 No operation of ATV (all terrain vehicles), off the road vehicles, go-carts or any vehicle not licensed to travel on the public highway of the Commonwealth of Virginia shall be permitted within Mill Run except as may be allowed under rules and regulations adopted from time to time by the Board of Directors of the Mill Run at Lake Alma Property Owners Association, Inc. (the "Association") Nothing herein shall preclude the use of golf carts except as may be prohibited by law.
- 8.14 Small satellite dishes and small residential wire/tube TV antennas shall be permitted. Other exposed communication receiving or transmitting devices shall be permitted on a particular lot but only upon a determination by the

Developer or Committee, as described in Paragraph 15, that the proposed device, including but not limited to its size, color, appearance and location, will not adversely impact upon adjoining or nearby property. No permanent outside clothes poles, clothes lines and similar equipment will be permitted: however, removable "pop-ups", "folding dryers" may be used

9. Easements: Easements are reserved as shown on the recorded subdivision plat, and the right is reserved by MILL RUN, INC., and its assigns to establish and grant, without the payment of any amount therefore, any and all additional easements along any street or property line for the purpose of drainage or furnishing lights, telephone, sewers, water, or gas to any owner. Certain utility easements have been granted and recorded.
 - 9.1 No owner of any lot in Mill Run shall convey an easement or grant the right of passage or in any way give anyone the right to traverse any lot in said subdivision for the purpose of entering upon the shorelands or waters of Lake Anna. Nothing herein shall be construed as prohibiting the granting of normal residential utility easements.
 - 9.2 Mill Run, Inc. has granted to Rappahannock Electric Cooperative and to Verizon residential utility easement to serve lots within Mill Run and to serve the Common Area, copies of which are of record in the Clerk's Office of the Circuit Court of Louisa County, Virginia. In addition Mill Run, Inc. has reserved residential utility easements on the plat which shall be for the benefit of Mill Run, Inc., and lot owners.
 - 9.3 Drainage easements for the natural flow of surface water and/or for channeled surface water are hereby reserved over all lots where necessary for the flow of surface water within Mill Run, whether or not said drainage easements may be shown on plat.
 - 9.4 The aforesaid easements on each lot and all improvements thereon shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
10. **Subdivision of Lots:** No lot may be subdivided or re-subdivided or easements (other than normal residential utility easements) granted without the express written approval of Mill Run, Inc., or its successors or assigns provided, however, that Mill Run, Inc., reserves the right to resubdivide or reconfigure any of its unsold lots, or enlarge by merger or by adding additional land outside of Mill Run to any of its unsold lots, or to add additional lots to Mill Run, provided that any such action by Mill Run, Inc., is consistent with the existing caliber of the community and is in accordance with applicable County ordinances. If two or more adjoining lots are acquired by the same owner no part or parts of said lots shall be conveyed by said owner unless each lot being conveyed and each lot being retained are in compliance with all of these restrictions and covenants. Mill Run, Inc., further reserves the right

to create or to grant to others the right to create and otherwise establish a realignment, extension or relocation of any road within Mill Run to provide access to adjoining or nearby property, provided same does not reduce the road frontage or boundary line of any lot not owned by Mill Run, Inc. at the time of such action.

11. **Equipment Storage Restrictions:** Lawn maintenance equipment or other tools, paraphernalia and the like shall not be stored on any lot unless stored out of sight or in an enclosed garage. The Committee shall have the right to modify this restriction to prevent any undue hardship. Only boats, boat trailers and similar recreational equipment belonging to the lot owner or to a member of the lot owner's immediate family may be stored on any lot in accordance with such rules and regulations as the Association may from time to time adopt.

12. **Subdivision Roads:** All roads within Mill Run shall be public roads to be included in the Virginia Department of Transportation (VDOT) Secondary Highway System for ownership and maintenance with the exception of the road on the Common Area. Mill Run, Inc. shall be responsible for construction of said public roads in accordance with the Subdivision Street requirements of VDOT and shall take such actions as are necessary to assure that said roads are accepted into the VDOT system as subdivision streets for ownership and maintenance, including but not limited to the posting of any necessary bonds, letters of credit, or the like, with the County of Louisa or the Commonwealth of Virginia. Upon the completion of said public roads to VDOT specifications, the maintenance and repair of said roads shall thereafter become the responsibility of the Association until such time as the roads have been officially accepted into the VDOT system. Any lot owner (including but not limited to the lot owner, general contractors, subcontractors or material suppliers for whom the lot owner shall hereby be responsible) who damages a roadway or the shoulder thereof directly or indirectly resulting from constructing improvements on a lot, or otherwise damages a roadway or the shoulder thereof, shall be fully liable for the expense of repairing any such damage. PLEASE NOTE: Until such time as the roads within Mill Run are accepted into the VDOT system, school bus services and U. S. Mail will not be provided along said roads. School bus service is presently provided along State Route 652 and temporary mailboxes may be located at the entrance of Mill Run.

13. **Reserved Rights to Develop Additional Land:** These declarations, restrictions and easements shall not impose any restriction or restraint on any portion of land now owned or hereafter acquired by Mill Run, Inc., or its designated successor, and located outside of the plat of Mill Run. Mill Run, Inc. further reserves the right to develop in the future additional lands or to permit the development by others of additional lands and, in such an event, to connect such additional lands to Mill Run and/or to grant to such additional lands the right to use the Common Area, provided that, in the latter event, the owners of such additional lands shall be obligated to become members of the Association.

14. **Common Area (Boat Dock Area):** All members of the Association shall be entitled to the reasonable use of the Common Area for recreational purposes, subject to such reasonable rules and regulations as Mill Run, Inc. or the Board of Directors of the Association may from time to time adopt. The Common Area shall be for exclusive use of the members of the Association as herein provided. Such exclusive use of the Common Area is hereby restricted to (1) members of the Association; (2) bona fide tenants of a dwelling house located on any member's lot; (3) the immediate family of a member of the Association (or immediate family of a bona fide tenant); (4) a reasonable number of guests of a member of the Association (or of a bona fide tenant) when accompanied by the member of the Association (or by the bona fide tenant) or accompanied by an immediate family member of the member of the Association (or by an immediate family member of the bona fide tenant). A member of the Association, and those having the right of use arising from said member, may be denied use of the Common Area if the member of the Association's dues and assessments owed to the Association are more than sixty (60) days in arrears. Members of the Association and bona fide tenants shall be responsible for any and all of their guests brought onto the Common Area.

14.1 No overnight activity or function shall be permitted within the Common Area. No screen rooms, dock boxes, chains or any other items may be installed upon any dock, unless first approved by the approving authority.

14.2 Mill Run, Inc. hereby reserves the exclusive right to lease and/or assign to third parties the use of boat slips constructed by Mill Run, Inc. located within the Common Area. Mill Run, Inc. shall also retain the ownership of said boat slips and the structural appurtenances thereto until seventy-five (75%) percent of the lots in Mill Run have been sold, at which time Mill Run, Inc. shall deed all of the Common Area to the Association. Said deed shall be subject to existing assignments and leases of boat slips and subject to the reservation of Mill Run, Inc. of the exclusive right to lease and/or assign to third parties all remaining boat slips. In no event shall Mill Run, Inc. deed the Common Area to the Association any sooner than two (2) years from the date Mill Run, Inc. sells its first lot within Mill Run.

14.3 Mill Run, Inc. hereby reserves the right to establish easements for the construction, repair, maintenance and replacement of signs on lots or land owned by Mill Run, Inc., for the benefit of Mill Run, and Mill Run, Inc., shall have the right to convey said easement(s) to a third party or to the Association, in which event the Association is obligated to accept such conveyance and the obligation to repair, maintain and/or replace any such Signs.

14.4 Contractors, sub-contractors, laborers, materialmen, and maintenance personnel are not permitted to use the Common Area for recreational purposes at any time.

15. **Developer or Committee Approval of Plans:** When Mill Run, Inc. assigns the approving authority to the Association the Board of Directors shall appoint three (3) members of the Association to serve as a Committee to approve or disapprove plans, specifications and plot plans.
- 15.1 The Committee shall approve or disapprove plans, specifications and plot plans within twenty-one (21) days from the receipt thereof, which submittals shall be in duplicate. One set of said plans, specifications and plot plan, with the approval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. If the Committee does not act within the specified time, Mill Run, Inc. shall have full power to act on the request. If Mill Run, Inc. does not act within 21 days the submitted plans shall be deemed approved as submitted.
- 15.2 The Committee shall have the right to disapprove any plans, specifications and plot plan submitted to it in the event the same are not, in the opinion of the Committee, in accordance with all of the provisions of these restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with existing structures on the lot and with the general surroundings; and/or if the plans, specifications and plot plan submitted are incomplete. The decisions of the Committee shall be final, until and unless overturned or otherwise modified in writing by a majority of the owners of lots within the subdivision with each lot being entitled to one vote.
- 15.3 Neither the Committee nor Mill Run, Inc., nor any agents thereof, shall be responsible in anyway for any defects in any plans, specifications or plot plans submitted, reviewed or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans, specifications and plot plans.
16. **Mill Run at Lake Anna Property Owners Association, Inc.:** All lot owners in Mill Run shall be required to become members of the Mill Run at Lake Anna Property Owners Association, Inc. ("the Association"). The Association shall have all the powers set forth in its Articles of Incorporation, and all other powers that belong to it by operation of law, including but not limited to the power to levy against every member of the Association uniform annual charges and assessments per member, except that no annual charges or assessments shall be levied against Mill Run, Inc. The amount of said charges shall be determined by Mill Run, Inc. after considering the needs for maintenance and repairs and future needs and requirements of the Association. For the years 2009, 2010 and 2011, the assessment shall be \$100.00, \$200.00 and \$300.00 per year, respectively, for waterfront lots and \$100.00, \$200.00 and \$450.00 per year, respectively, for water access lots. Any special assessments for capital improvements or otherwise shall require the written consent of two-thirds (2/3) of the members in good standing. Under normal circumstances, any increase in the annual charge shall not exceed ten (10%) per cent

of the charge for the preceding year, and the Board of Directors is authorized to approve such an increase. Any increase made beyond said limitation may be made only with the approval of a majority of the members of the Association voting on the increase.

- 16.1 The Association is empowered to assess members other than Mill Run, Inc., such sums of money as may be necessary to conduct its business, to impose a lien on any lot within Mill Run owned by a member who is delinquent in payment of any such assessment and to enforce such lien, in accordance with the Virginia Property Owners Association Act, without limiting any other rights which it may have in law or in equity or under the terms of its Articles of Incorporation or otherwise.
- 16.2 The Association shall be responsible for the repair, maintenance and upkeep of the Common Area, the Boat Slips and all other improvements located on the Common Area, and the entrance signs within Mill Run. The Association shall have the option to cut grass on lots and shoreland as previously provided. Mill Run, Inc. shall accept this responsibility until such time as ten (10) lots have been sold and conveyed by Mill Run, Inc.
- 16.3 The failure to inform or exercise any right, restriction, reservation or condition contained in this declaration, however long continued, shall not be deemed to be a waiver of the rights to do so thereafter, and shall not bar or affect its enforcement. Further, nothing herein is to be construed so as to prevent Mill Run, Inc. from placing further restrictions or easements on any of the Mill Run unsold lots.
- 16.4 The grantee of any lot subject to the coverage of this declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Mill Run, Inc. or any subsequent owner of such lot, shall for himself and his successors or assigns, accept such deed or contract upon and shall be subject to each and all of these restrictions and the agreements herein contained. A lot owner shall be deemed a member of the Association by virtue of the ownership of the lot.
- 16.5 Associate Members. **If** not otherwise a member, each of the following shall be entitled to Associate Membership in the Association:
 - (a) The spouse and children of a member who have the same principal residence as the member.
 - (b) Tenants and members of tenants' immediate family.
 - (c) Jeff C. Bane and Jeff C. Bane, Jr. and members of their immediate family.

- (d) The owners of a certain parcel of land adjoining Mill Run, known as TMS 46 Parce12S-A, presently owned by Robert J. Lane and Mary D. Lane, husband and wife.
- (e) Persons who by virtue of a contractual agreement with Mill Run, Inc. are extended an Associate Membership.

Associate Members shall have no vote or right to notice of any regular or special meeting of members. The privileges and duties of Associate Members shall be established from time to time by the Board by resolution. The privileges and duties of Associate Members need not be the same as those of members; provided, however, nothing herein shall empower the Board to restrict the reasonable use of the Common Areas by Associate Members. Persons who become Associate Members pursuant to sub-paragraphs (d) and (e) above shall, as a condition of said Associate Membership, be obligated to pay normal and customary dues and assessments paid by members.

- 17. **Severability:** Everyone of the covenants is hereby declared to be independent of and severable from the rest of the covenants and of and from every other one of the covenants and of and from every combination of the covenants. Therefore, if any of the covenants shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect on the validity, enforceability or "running" quality of any other one of the covenants.
- 18. **Term:** The aforementioned restrictions shall remain covenants that shall run with the land and shall be binding on all parties and all persons claiming under or through them for a period of twenty-five (25) years from the date hereof, after which these covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument is signed by the then owners of two-thirds (2/3) of the lots within Mill Run and recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, changing these covenants in whole or in part, provided, however, no right, privilege or reservation in favor of Mill Run, Inc. may be changed without the written consent of Mill Run, Inc.
- 19. **Waiver or Modification:** Any of the foregoing covenants, conditions and restrictions may be waived, modified or released by written instrument executed by Mill Run, Inc., or by its duly authorized representative, and by the owner of the lot or lots as to which the covenants, conditions and restrictions are waived, modified or released and by the owners of the lots immediately abutting said lot or lots; but no such waiver, modification or release shall affect any other covenants, conditions or restrictions which may affect the lot or lots.

20. **Amendment:** At any time during the period of the 25 years from the date hereof, the then recorded owners of 2/3 of the lots within Mill Run shall have the power to amend these covenants (except that any right, privilege or reservation in favor of Mill Run, Inc. is excluded) in any way by duly recorded instrument in writing. Provided, however, Mill Run, Inc., for so long as it owns any of the lots within Mill Run, further reserves the right to grant by appropriate written instrument, exceptions to the restrictive covenants herein contained when the soils, size, shape or topography of any particular lot indicates the need thereof, and to veto any amendment hereto by said lot owners as set forth hereinabove. Mill Run, Inc. further reserves the right to amend in any manner these restrictions and covenants as to any lots owned of record by Mill Run, Inc. at the time of the amendment, which amendment, in the discretion of Mill Run, Inc. is desirable to further protect the value, desirability and attractiveness of any such lot or lots.
21. **Enforcement:** The Association and/or any owner of a lot in Mill Run shall have the right to prosecute any proceedings at law or in equity against any person, firm, or corporation violating or attempting to violate any restrictions herein contained for the purpose of such proceedings or preventing such violation or recovering damages for such violation. The failure of the Association or an owner of a lot to bring any such proceedings shall not be considered as a waiver of any rights at law or in equity that any such party may have for past or future violation of any restriction herein contained.
22. **Action Taken by Agent:** Any action taken by the duly authorized agent, representative or assignee of Mill Run, Inc. with respect to the foregoing covenants, conditions and restrictions shall have the same effect as if taken by Mill Run, Inc.
23. **Invalidation:** The invalidation of any of the foregoing covenants, conditions and restrictions by a Court of competent jurisdiction shall in no way affect any of the other covenants, conditions and restrictions.
24. **Ordinances:** All covenants, conditions and restrictions and permitted uses hereunder are subject to such further more restrictive lawful limitations as may be imposed by Louisa County Ordinance.
25. **Purchasers' Acceptance:** The purchaser of any lot within Mill Run agrees to keep, observe, comply with and perform all covenants contained in this declaration. This acceptance applies to the purchaser, his heirs, personal representatives, successors and assigns.
26. **Captions:** The captions preceding the various paragraphs and sub-paragraphs of these covenants are for convenience of reference only and none of them shall be used as an aid to the construction of any provision of the covenants. Wherever

and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, MILL RUN, INC. has caused the foregoing Covenants, Conditions and Restrictions to be executed in its name this 9th day of July, 2009.

MILL RUN, INC.

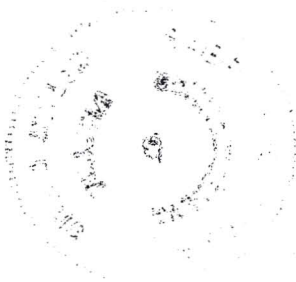
By: Jeff C Bane Jr
President

STATE OF VIRGINIA,
COUNTY OF HANOVER, to-wit:

The foregoing instrument was acknowledged before me this 9th day of July, 2009, by Jeff C. Bane, Jr., President of MILL RUN, INC., a Virginia corporation, on behalf of said corporation.

My commission expires: 12-31-2009 Reg.# 357880

Suzanne A. Conroy
Notary Public



INSTRUMENT #88085021
RECORDED IN THE CLERK'S OFFICE OF
LOUISA COUNTY, VA
JULY 13, 2009 AT 02:51PM
SUSAN R. HOPKINS, CLERK
RECORDED BY: ELF