

**Declaration of Covenants, Conditions and Restrictions for  
OLDHOUSE RUN SUBDIVISION**

THIS DECLARATION is made as of the \_\_\_\_ day of December, 2009, by OLDHOUSE RUN ASSOCIATION, a housing association representing owners and residents of Oldhouse Run subdivision, ("The Declarant"). These covenants define the restrictions for homes within the Oldhouse Run sub-division and fully replace the original covenants. Under the procedures established by the original governing Covenants, the members of the Oldhouse Run Association voted in 2009 to accept these covenants, which are now the legal covenants in effect.

**W I T N E S S E T H:**

Whereas, the original Developer has now conveyed all of the original Property under the original Covenants, the Declarant hereby declares that all Properties contained within Oldhouse Run Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest therein or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I  
DEFINITIONS**

"**Association**" shall mean and refer to Oldhouse Run Association Inc., a housing association representing owners and residents of Oldhouse Run subdivision, its successors and assigns. Oldhouse Run Association Inc. is incorporated in the Commonwealth of Virginia.

"**Board**" or "**Board of Directors**" shall mean and refer to Members and Owners that serve as a directing body of the Association.

"**Common Areas**" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

"**Governing Documents**" shall mean and refer to, collectively, this Declaration of Covenants, Conditions and Restrictions, the By-laws, and the Articles of Incorporation for the Association, the Rules and Regulations of the Association as adopted by the Board and as amended from time to time, and the Standards (as defined in Article V, item1).

"**Lot**" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Property with the exception of the Common Area.

"**Owner**" shall mean and refer to the recorded owner, whether one or more Persons, of a fee-simple title to any Lot which is a part of the Property, including builders, but excluding those having such interest merely as security for the performance of an obligation.

"**Person**" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person, or any other legal entity.

"**Property**" shall mean and refer to that certain real property described on Exhibit A hereto, and such additions thereto as may hereafter be submitted to this Declaration.

## **ARTICLE II PROPERTY RIGHTS**

**1. Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

The right of the Association to dedicate or transfer all or any part of the Common Areas, subject to the Declarant's utility rights, to any public agency, authority, or utility for such purposes and subject to such conditions as agreed to by the Owners. No such dedication or transfer shall be effective and no mortgaging of the Common Areas to secure a debt shall be effective, unless an instrument signed by two-thirds of the Association's members agreeing to such dedication, transfer or mortgaging has been recorded. If ingress or egress to any Lot is through the Common Areas, any mortgage or conveyance of that portion of the Common Area shall be made subject to the Owner's easement.

**2. Delegation of Use.** Any Owner may delegate, in accordance with the Association's By-Laws, his right of enjoyment to the Common Areas and facilities thereon to the members of his family, his tenants, or contract purchasers who reside on the Lot. If an Owner leases a Lot to a Person, the Owner's right of enjoyment of the Common Areas and facilities thereon shall automatically transfer to the Person leasing the Lot, unless the Owner provides written notice to the Association stating that the Owner will maintain the sole right of enjoyment of the Common Area and facilities thereon. Either the Owner or the Person to whom the Owner is leasing the Lot (i.e. renters), but not both, may enjoy the right of enjoyment of the Common Areas and facilities thereon, provided, however, the transfer of the right of enjoyment to the tenant shall not disturb or interfere with the Owner's access to the Lot over the Common Areas.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.
2. The affairs of the Association shall be managed by its Board of Directors which shall elect the officers of the Association.

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**1. The Lien and Personal Obligation of Assessments.** Each Property within Oldhouse Run, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual dues, assessments, or charges, and (2) special assessments for capital improvements and otherwise, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing pro-rata lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

**2. Purpose of Assessments and Exterior Maintenance.**

(A) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, for the improvement and maintenance of the Common Area and of the improvements situated thereon, and such other services and areas of Association responsibility as defined by the Governing Documents.

(B) It is the responsibility for each Owner to ensure that their property presents a good overall external appearance. The Association may obtain an injunction ordering an Owner to repair such a property at the Owner's expense in the event the Owner's property becomes neglected or in a state of disrepair that, as determined by the Association in its reasonable discretion, adversely impacts the value or desirability of neighboring properties. All costs associated with such maintenance or repair and all costs of the Association in taking such action and obtaining any such injunction will be borne by the Owner, and under no circumstances will the Association be liable for such costs. Before any such action is taken,

however, the Association will make reasonable attempts to contact the Owner to have the Owner remedy the situation him/herself. The Association is not responsible for maintaining properties other than the Common Areas.

(C) The Association shall pay any real and personal property taxes and other charges assessed against the Common Areas.

(D) The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guests, permittees, and invitees and the Owners of the Lots against liability to the public or to the Owners, their guests, permittees or invitees incident to the ownership or use of the Common Areas, in an amount not less than a combined single limit per occurrence (bodily injury and/or property damage) of \$1,000,000 and a \$500,000 aggregate limit (maximum limit for the policy period), unless the cost of the premiums for such coverages are unreasonably high for the Association to bear, as determined by the Board in their discretion. The foregoing limits shall be reviewed at intervals of not more than three years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

### **3. Maximum Annual Assessment.**

(A) The maximum annual assessment may be increased each year above the maximum assessment for the previous year, without a vote of the membership, by not more than 5%.

(B) Any budget and resulting annual assessment approved by the Board which is more than five percent (5%) greater than the previous year's annual assessment must be presented to the members at the annual meeting of the Association preceding the fiscal year in which such assessment shall go into effect. The annual assessment described above shall go into effect automatically on the first day of the succeeding fiscal year unless disapproved by a vote of two-thirds (2/3), or more, of members present, in person or by proxy, at a meeting duly called for this purpose and at which a quorum is present.

(C) The Board may fix the annual assessment at any amount not in excess of the maximum.

**4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above and in addition to, and not in limitation of, such other special assessments as may be authorized by applicable law (the Virginia Property Owners Association Act, Code of Virginia 55-508 et seq, for example), the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or

in part, the cost of construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property related, or any other area of Association responsibility, as defined in the Governing Documents, provided that any such special assessment shall be approved by a vote of two-thirds (2/3), or more, of members present, in person or by proxy, at a meeting duly called for this purpose and at which a quorum is present.

**5. Notice and Quorum for Any Action Authorized Under Items 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than 21 days, nor more than 45 days in advance of the meeting. At such meeting called, the presence of members or of proxies entitled to cast 50% of all the votes shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned and reconvened, and the required quorum at the reconvened meeting shall be one-third of the votes in person or by proxy. No such reconvened meeting shall be held more than 60 days following the preceding meeting.

**6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for each Lot. Annual assessments must be collected annually, whereas special assessments may be collected on a monthly, bi-monthly, quarterly, semi-annual or annual basis, as determined by the Board.

**7. Date of Commencement of Annual Assessments; Due Dates.** The Board shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon request, and for a reasonable charge, furnish a certificate or receipt signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate or receipt of the Association as to the status of assessments against a Lot is binding upon the Association as of the date of its issuance.

**8. Effect of Nonpayment of Assessments: Remedies of the Association.**

Any assessment or installment thereof not paid within 30 days after the due date shall be deemed late. Late or delinquent payments will be dealt with at the discretion of the Association and may bear interest from the due date at the rate of 8% per annum, or the maximum amount allowed by law, together with a late charge in the amount of the greater of \$10.00 or 10% of the assessment amount that is due and unpaid. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the delinquent Owner's Lot. The Association may pass the debt to a collection agency. If assessments are payable in installments and if any installment of assessments is not paid within 30 days after the date when due, then the entire

balance of all unpaid installments of such assessment may be declared immediately due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

**9. Subordination of the Lien to Mortgages and Other Liens.** The lien of the assessments provided for herein shall be subordinate and inferior to the lien for real estate taxes and bona fide duly recorded first deeds of trust on each Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE V ARCHITECTURAL CONTROL**

**1. Approval Required.** All changes to the exterior appearance of the property whether structural or aesthetic, such as landscaping or painting, should be done in keeping with the overall appearance of the neighborhood. No building, swimming pool, or fence shall be erected upon the Property until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or by an "Architectural Committee" comprised of two or more Owners appointed by the Board. "Buildings" include, but are not limited to, house extensions, garages, sheds, decks and workshops. The Architectural Committee may prepare for the Board's approval Architectural Standards consistent with and supplementing the minimum standards set forth in this Declaration (the "Standards"). Approval or disapproval of plans, locations or specifications may be based by the Architectural Committee or the Board upon any grounds incorporated within the Standards including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the Architectural Committee or the Board, shall be sufficient. If the Board or the Architectural Committee has not approved or rejected such plans and specifications within 30 days following receipt of written request for approval, the party making the submission for approval shall deliver to the Architectural Committee or the Board written notice of its failure to act, and, if approval is not granted or denied within 15 days thereafter, the plans and specifications shall be deemed to be approved. Invisible-type dog fences may be installed without the board's authorization. Repair and maintenance of current structures may be carried out without the board's authorization, provided the repairs are made with similar materials and construction as is currently present.

The following guidelines will be used by the Association when considering approval of new or modified construction include the following:

- (A) Chain-link fences are not permitted.
- (B) Fences of any kind (other than invisible) are not permitted at the front of property forward of the front-most corner of the dwelling. Privacy fences up to 6 feet in height are permitted in rear yards, but not forward of any rear-most corner of the dwelling.
- (C) Sheds and other non-attached buildings shall be built in a style and with materials that are consistent with the house, and built in proportion to the size of the Lot.
- (D) Swimming pools, trampolines, and other permanent or semi-permanent entertainment structures shall be located in rear yards (not at the side or in front of the house).

**2. Failure to Obtain Approval.** By accepting a conveyance of a Lot, each Owner, for himself/herself, his/her heirs, successors and assigns, covenants that if he/she erects a building, swimming pool or fence before submission of plans thereof to the Board (and receiving subsequent authorization) the Board reserves the right to enforce this and all other restrictions and conditions herein by appropriate proceedings at law and damages and/or in equity for appropriate injunctive and restraining orders to prevent violations together with damages sustained.

## **ARTICLE VI EASEMENTS**

**1.** Utility and service organizations may have right of way on, over, along and under the streets and roads of the Property and over the easement areas designated in this Declaration to install, maintain and use underground electric, cable television, internet cable and telephone wires, cables, conduits, drainage ways, sewers, water mains and other equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities as may be necessary or desirable to serve the Property and any additional land being developed by neighbors and neighboring areas. These easements and rights expressly include the right to cut any trees, bushes or shrubbery or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

**2. Adjoining Areas.** Each Lot and its Owner are hereby declared to have an easement over all adjoining Lots and Common Areas, as the case may be, for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause, providing such encroachments do not exceed one foot or touch any building or interfere with the use of any improvements on the servient property. There shall

be valid easements for the maintenance of such encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of the Owner or Owners.

**3. Overhanging Roofs and Eaves.** Each Lot and its Owner is hereby declared to have an easement over each adjoining Lot and the Common Area, as the case may be, for over-hanging roofs and eaves attached to improvements on the Lot, provided, however, that such encroachments may not exceed one foot.

**4. Duties of the Association.** There is hereby reserved to the Association such easements over, through and across the Property as are necessary to perform the duties and obligations of the Association as are set forth in Article V above.

**5. Hedges and Fences.** Each Lot and its Owner is hereby declared to have an easement for encroachments on adjoining Lots or Common Area, as the case may be, due to hedges or wooden fences belonging to such Lot, to the extent such hedge or wooden fence encroaches on adjoining Lots or Common Area. Notwithstanding the foregoing, no fence shall be erected without the permission of the Board or the Architectural Committee acting on behalf of the Board.

**6. Priority of Easements.** Each of the easements hereinabove referred to shall be deemed to have been established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and the Common Area, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

## **ARTICLE VII PARTICULAR RESTRICTIONS AND INSURANCE REQUIREMENTS**

**1. Noxious or Offensive Activity.** No activity that constitutes a nuisance shall be carried on or upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become a nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

**2. Animals.** No farm animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Restrictions relating to domestic pets are in accordance with Henrico County Ordinance. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which constitute a nuisance or result in any annoyance or are obnoxious to residents in the vicinity, and each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees, and to the Association, for any and all damage to persons or property caused by any pets brought upon or kept upon the Lots or the



Common Area by any Owner or by members of his family, guests, permittees or invitees. No Owner shall permit any dog to be let out of that Owner's house unless the dog is kept within a fence (invisible or other), kennel, or on a leash. Any Owner keeping an animal on a Lot will comply with all requirements of law applicable to such animal. Each Owner must immediately clean up, remove, and dispose of in Owner's trash receptacle any pet droppings or waste from such Owner's animal and shall immediately repair any damage caused by such Owner's animal in the common areas or in other homeowner's yards.

**3. Prohibited Vehicles.** The restrictions around parking of vehicles on lots or on the street in front of the lots are in line with County Ordinances at the time of writing these covenants. Thus, one travel, utility and/or boat trailer, as an accessory use, may be parked or stored in the rear, side yard, carport or garage on the same lot with the principal use, provided it shall not be occupied for living or business purposes. The wheels or other transporting devices may not be removed, except for repairs, nor can the trailer be connected to any utility service, to the ground or any other structure in any manner that would prevent its ready removal. No lot may be used for parking any truck or commercial vehicle exceeding an empty weight of 5,000 pounds, except while loading or unloading. The empty weight of a vehicle is the weight used for registration purposes by the Virginia Department of Motor Vehicles.

Heavy commercial vehicles (i.e. primarily used or designated for commercial purposes), tractors, mobile homes, buses, vehicles used primarily for recreational purposes, trailers over 6 feet high, campers, camper trailers over 6 feet high, boats and other watercraft, and boat trailers shall not be parked on any street or front driveway for extended periods. An extended period is regarded as greater than 2 weeks in any 12 month period. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicle parked in violation of this Section or the Rules and Regulations promulgated by the Board may be towed, and costs of such towing and storage shall be borne by the Lot Owner.

**4. Residential Use.** All Lots shall be used for single family residential purposes exclusively. The use of a portion of any Improved Lot for business purposes by the owner or occupant thereof shall be permitted only if the Lot is used primarily for residential purposes, and if such business use (i) is not detectable by sight, sound or smell from the exterior of the residence, (ii) is consistent with zoning and does not violate applicable law; (iii) does not increase the liability or casualty insurance premium or obligation of the Association or of other residents of the Property; and (iv) does not create any customer or client traffic to and from the Improved Lot. The use of a Lot shall not be deemed to be for single family

purposes if the Lot is used (whether by common owners or tenants) by more than three unrelated persons as a residence.

**5. Fire Insurance and Extended Coverage.** Each Owner shall be responsible for securing insurance policies for fire and extended coverage for the structure on each individual Lot, in an amount equal to 100% of the then current replacement cost of the property (excluding land, foundations, excavations and other items that are usually excluded from such coverage) without deduction for depreciation. If upon a reasonable cause of doubt (at the discretion of the Board) that the insurance upon the structures is not sufficient to rebuild after a catastrophic loss, confirmation of insurance coverage shall be provided to the Board within 30 days after written request by the Board.

**6. Rentals.** Renters or lessees are subject in all respects to the terms and provisions of the Governing Documents.

## **ARTICLE VIII ENFORCEMENT**

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

**2. Invalidation.** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

## **ARTICLE IX TERM AND AMENDMENT**

**1. Term.** These Covenants shall run with the land and shall be binding on all parties and all Persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time they shall automatically be extended for additional 10 year periods, unless an instrument signed by at least two-thirds of the then Owners of the Lots has been recorded, agreeing to change the covenants in whole or in part.

**2. Amendment.** This Declaration may be amended by an instrument approved by at least two-thirds of the Owners; provided, however, that no approval of the Owners shall be required to make any technical amendment to this Declaration as

requested by any government agency, mortgagee or insurer which does not materially or adversely affect the rights of the Owners. Any amendment must be recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia and must either be signed by at least two-thirds of the Owners or have appended to it an acknowledged certificate of the secretary of the Association that the Amendment has been approved as required hereby.

## **ARTICLE X GENERAL PROVISIONS**

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

**2. Liability and Indemnification of Officers and Directors.** The Association shall indemnify every officer and director of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which the officer or director may be made a party by reason of being or having been an officer or director of the Association regardless of whether he is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors are Lot Owners) and the Association shall indemnify and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed as of this \_\_\_\_\_ day of December, 2009.

**OLDHOUSE RUN ASSOCIATION INC.**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2009, by \_\_\_\_\_, \_\_\_\_\_ of Oldhouse Run Association Inc., District of Tuckahoe, Henrico County

My commission expires: \_\_\_\_\_

Reg No.: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name Notary Public

## **EXHIBIT A**

### **Property**

The properties lying within the boundaries of Oldhouse Run subdivision; including all those on the following roads:

Oldhouse Drive

Nolte Drive

Chapin Drive

Hitchin Drive

January Drive

January Court

January Way

Boardman Lane properties numbered 1900 to 2010

## **EXHIBIT B**

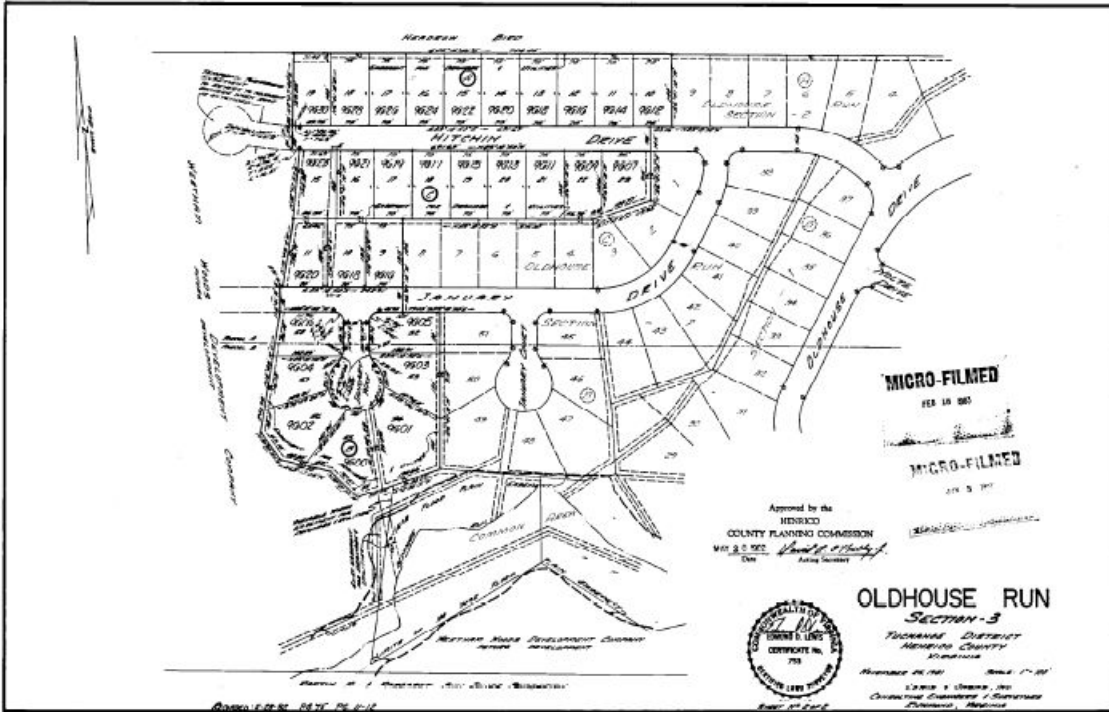
### **Common Areas**

All those certain lots, pieces or parcels of land, together with all appurtenances thereto belonging, lying and being in the subdivision Oldhouse Run, Henrico County, Virginia, as referred to in Exhibit A preceding this Exhibit B, less and except the numbered subdivision lots designated on the Plat or Plats.

# EXHIBIT C

## Maps of Lots, common areas and additional land of Oldhouse Run.

79-A2-37



79-A2-37

**SOURCE OF TITLE**

The herein described land and lot of the subdivided title conveyed to METROPLAN HOUSING DEVELOPMENT COMPANY, a Virginia General Partnership, from LEE HENRICH BENNETT & LOUIS A. BERENSON, JR. and JOHN J. WILSON, JR. by deed dated July 2, 1970, recorded in Henrico County, Virginia, Book 10, Page 100. The land and lot were also conveyed to METROPLAN HOUSING DEVELOPMENT COMPANY, a Virginia General Partnership, and CLAY BERENSON, JR. by deed dated July 2, 1970, recorded in Henrico County, Virginia, Book 10, Page 100. The land and lot were also conveyed to the County of Henrico, Virginia, by deed dated July 2, 1970, recorded in Henrico County, Virginia, Book 10, Page 100.

**SUBDIVISION CERTIFICATE**

The subdivision is being made in accordance with the provisions of Henrico Code, Section 8-14, and in accordance with the provisions of the subdivision map. There is no objection to the subdivision of the land and lot shown on this map. The subdivision and the subdivision map, including all necessary provisions and any amendments to the subdivision map, are being made in accordance with the provisions of Henrico Code, Section 8-14, and in accordance with the provisions of the subdivision map.

**DECLARATION OF COVENANTS**

WE, METROPLAN HOUSING DEVELOPMENT COMPANY, a Virginia General Partnership, and CLAY BERENSON, JR., do hereby declare that the land and lot shown on this map are being subdivided in accordance with the provisions of Henrico Code, Section 8-14, and in accordance with the provisions of the subdivision map. The land and lot shown on this map are being subdivided in accordance with the provisions of Henrico Code, Section 8-14, and in accordance with the provisions of the subdivision map.

**NOTES**

1. SEE SUBDIVISION MAP.
2. SEE HENRICO COUNTY CODE.
3. SEE HENRICO COUNTY CODE.
4. SEE HENRICO COUNTY CODE.
5. SEE HENRICO COUNTY CODE.
6. SEE HENRICO COUNTY CODE.
7. SEE HENRICO COUNTY CODE.
8. SEE HENRICO COUNTY CODE.
9. SEE HENRICO COUNTY CODE.
10. SEE HENRICO COUNTY CODE.

**SURVEYOR'S CERTIFICATE**

I, the undersigned, do hereby certify that I am a duly licensed surveyor in the State of Virginia, and that I have surveyed the land and lot shown on this map in accordance with the provisions of Henrico Code, Section 8-14, and in accordance with the provisions of the subdivision map.

**OLDHOUSE RUN SECTION 4**  
TODMAN DISTRICT  
HENRICO COUNTY  
VIRGINIA

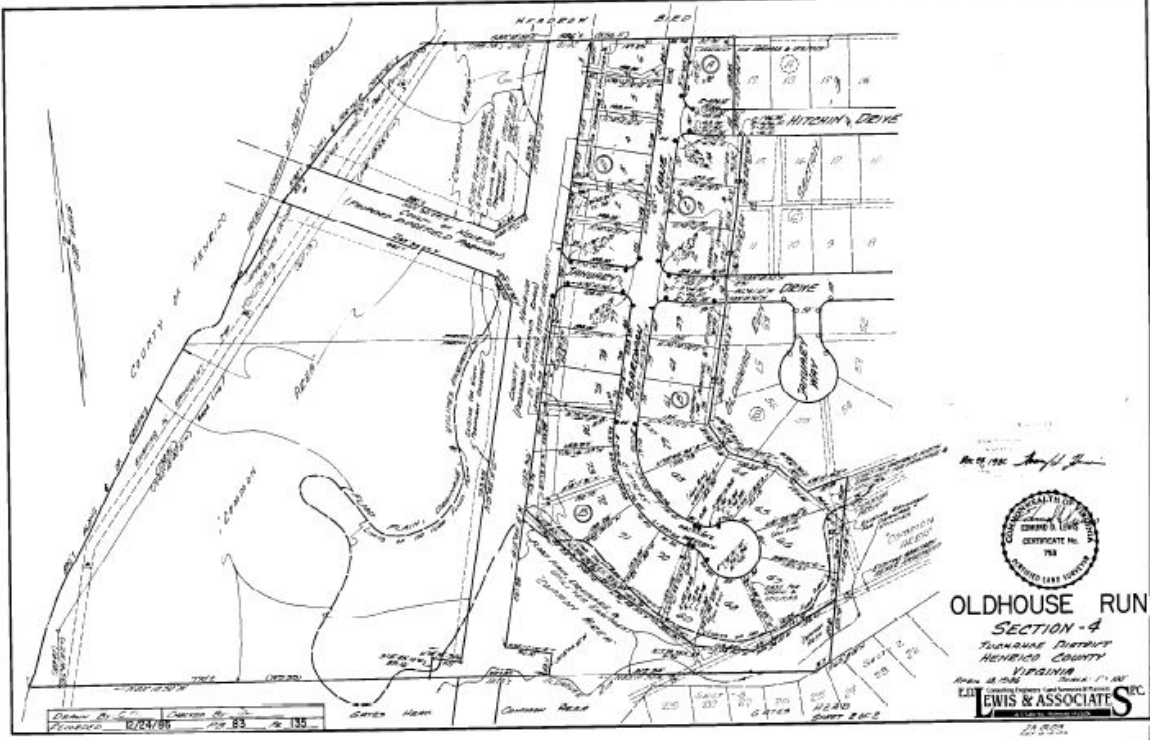
Scale: 1" = 40'

DATE: 5/2/79

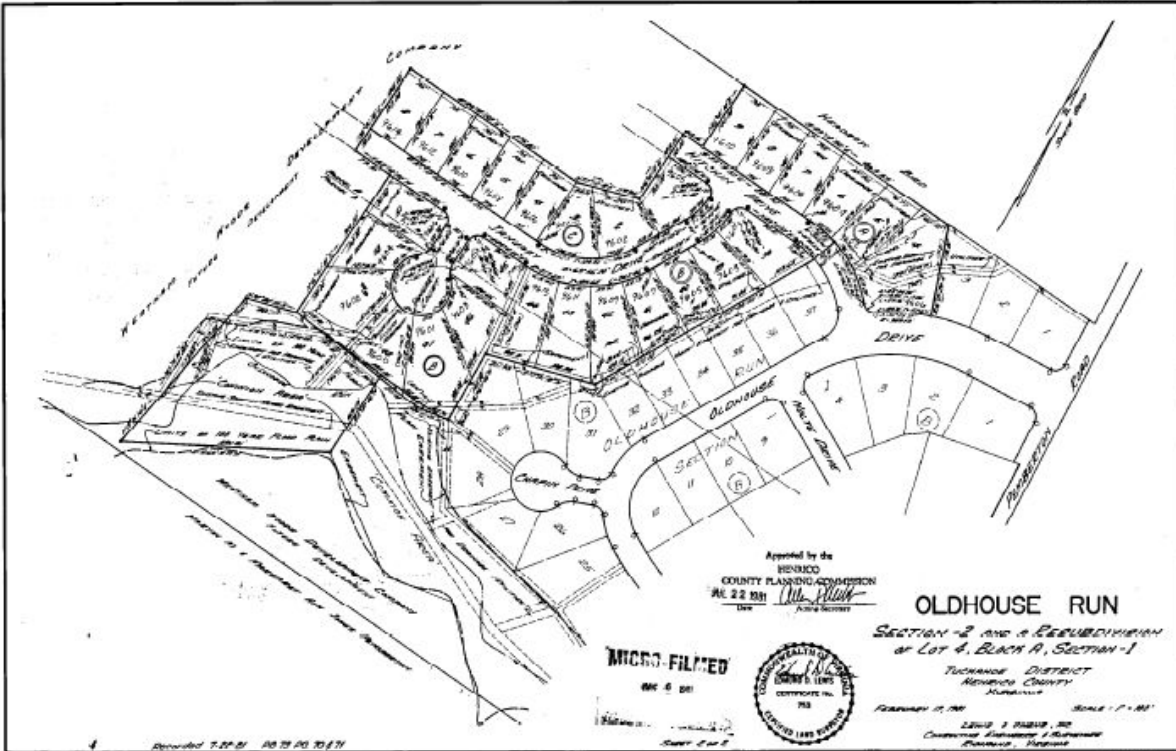
Prepared by: LEWIS & ASSOCIATE, INC.  
PLANNING ENGINEERS

Micro-filmed  
FEB 10 1981

Micro-filmed  
JUN 3 1979







Approved by the  
 HENRICO  
 COUNTY PLANNING COMMISSION  
 MAY 22 1981  
 [Signature]

**OLDHOUSE RUN**  
 SECTION 3 AND A SUBDIVISION  
 OF LOT 4, BLOCK A, SECTION 1



TUCKAHOE DISTRICT  
 HENRICO COUNTY  
 VIRGINIA  
 FEBRUARY 2, 1981 SCALE: 1" = 100'  
 LEWIS J. GIBSON, INC.  
 CIVIL ENGINEERS & SURVEYORS  
 FARMERSVILLE, VIRGINIA  
 (11-6) 1/4 8/83

MICRO-FILMED  
 1/4" x 5" 110  
 [Signature]

Recorded 7-22-81 48 78 48 118

**SOURCE OF TITLE**

The property contained within the limits of this subdivision was conveyed to WESTWOOD WOODS DEVELOPMENT COMPANY, a Virginia General Partnership, from LEWIS J. GIBSON, INC., a Virginia General Partnership, by deed dated July 2, 1979, in Book 4878, Page 67, recorded in Henrico County, Virginia, Deed Book 4878, Page 67. This deed was recorded in Henrico County, Virginia, Deed Book 4878, Page 67. The property was previously conveyed to LEWIS J. GIBSON, INC. by deed dated July 2, 1979, in Book 4878, Page 67, recorded in Henrico County, Virginia, Deed Book 4878, Page 67. The property was previously conveyed to LEWIS J. GIBSON, INC. by deed dated July 2, 1979, in Book 4878, Page 67, recorded in Henrico County, Virginia, Deed Book 4878, Page 67.

**DECLARATION OF COVENANTS**

WESTWOOD WOODS DEVELOPMENT COMPANY, a Virginia General Partnership, and LEWIS J. GIBSON, INC., a Virginia General Partnership, hereby declare that this subdivision is a subdivision of land owned by WESTWOOD WOODS DEVELOPMENT COMPANY, a Virginia General Partnership, and LEWIS J. GIBSON, INC., a Virginia General Partnership, and that the property is being conveyed to the public and is subject to the covenants and restrictions set forth in this declaration. The covenants and restrictions set forth in this declaration shall run with the land and shall bind the heirs, assigns, and successors of the parties hereto.

**SUBDIVISION CERTIFICATE**

The subdivision of land shown on this plat designated as OLDHOUSE RUN, SECTION 3, is with the same consent and in accordance with the orders of the Commissioner of Revenue. There is a variance in Parcel A. The location of the parcel is designated as of the north and south lines on this plat. The subdivision is in accordance with the provisions of the Subdivision Map Act, Chapter 13.1-1, Code of Virginia, and the provisions of the Subdivision Map Act, Chapter 13.1-1, Code of Virginia, and the provisions of the Subdivision Map Act, Chapter 13.1-1, Code of Virginia.

- 1. 1000 sq. ft. minimum
- 2. 1000 sq. ft. minimum
- 3. 1000 sq. ft. minimum
- 4. 1000 sq. ft. minimum
- 5. 1000 sq. ft. minimum
- 6. 1000 sq. ft. minimum
- 7. 1000 sq. ft. minimum



State of Virginia  
 City and County of Henrico  
 I, [Signature], Surveyor, do hereby certify that the above is a true and correct copy of the original subdivision map on file in the office of the Surveyor General for the State of Virginia, and that the same is in accordance with the provisions of the Subdivision Map Act, Chapter 13.1-1, Code of Virginia.

Approved by the  
 HENRICO  
 COUNTY PLANNING COMMISSION  
 MAY 22 1981  
 [Signature]

**OLDHOUSE RUN SECTION 3**



TUCKAHOE DISTRICT  
 HENRICO COUNTY  
 VIRGINIA  
 FEBRUARY 2, 1981 SCALE: 1" = 100'  
 LEWIS J. GIBSON, INC.  
 CIVIL ENGINEERS & SURVEYORS  
 FARMERSVILLE, VIRGINIA  
 (11-6) 1/4 8/83

MICRO-FILMED  
 1/4" x 5" 110  
 [Signature]

Recorded 7-22-81 48 78 48 118

**SOURCE OF TITLE**  
 The Property described herein is the Land of this Subdivision and is derived from the following sources: ...

**SUBDIVISION CERTIFICATE**  
 The Subdivisor of this Plan, ...

**DECLARATION OF COVENANTS**  
 The Subdivisor hereby covenants, ...

**SURVEYOR'S CERTIFICATE**  
 I, the Surveyor, ...

**NOTES:**  
 1. ...  
 2. ...  
 3. ...  
 4. ...  
 5. ...

**VICINITY MAP**  
 Scale: 1" = 1/4 MI.

**APPROVED BY:**  
 COUNTY PLANNING COMMISSION  
 DATE: ...

**OLDHOUSE RUN SECTION - 1**  
 TECHNICAL DISTRICT, HENNING COUNTY, VA  
 DATE: ...

**SOURCE OF TITLE**  
 The Property described herein is the Land of this Subdivision and is derived from the following sources: ...

**SUBDIVISION CERTIFICATE**  
 The Subdivisor of this Plan, ...

**DECLARATION OF COVENANTS**  
 The Subdivisor hereby covenants, ...

**SURVEYOR'S CERTIFICATE**  
 I, the Surveyor, ...

**NOTES:**  
 1. ...  
 2. ...  
 3. ...  
 4. ...  
 5. ...

**VICINITY MAP**  
 Scale: 1" = 1/4 MI.

**APPROVED BY:**  
 COUNTY PLANNING COMMISSION  
 DATE: ...

**OLDHOUSE RUN SECTION - 1**  
 TECHNICAL DISTRICT, HENNING COUNTY, VA  
 DATE: ...