

Bay Quarter Shores, Inc.

SPECIFIC PROVISIONS CONTAINED IN THE AMENDED DECLARATION OF COVENANTS

1. DEFINITIONS

- a. Association shall mean and refer to Bay Quarter Shores, Inc., its successors and assigns.
- b. Common Area shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association.
- c. Declaration shall mean and refer to this Uniform Declaration of Covenants, Conditions and Restrictions applicable to the Properties at Bay Quarter Shores subdivision, and superseding those seven sets of covenants, easements and restrictions applicable previously to said subdivision and recorded respectively in Deed Book 126, Page 288; Deed Book 127, Page 405; Deed Book 128, Page 349; Deed Book 128, Page 458; Deed Book 128, Page 464; Deed Book 128, Page 577; and Deed Book 128, Page 582 among the land records of Northumberland County, Virginia.
- d. Declarant shall mean and refer to American Central Corporation of Virginia.
- e. Homestead shall mean and refer to a parcel of land comprised of a main residence Lot, with residence and one or two abutting lots for a maximum of three lots, under common ownership, for which the entire parcel supports only one residence and is charged only one regular annual assessment.
- f. Lease shall mean and refer to a contract for the possession of land and improvements thereon on the one side and recompense or rents on the other side. Leasees of lots and/or dwellings in Bay Quarter Shores shall be subject to Covenants, By-Laws and Rules and Regulations of the Association, but shall have no voting rights or rights for use of common areas and amenities.
- g. Lot shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area and areas dedicated to community use.
- h. Member shall mean every person or entity who holds membership in the Association.

- i. Membership shall consist of Regular Membership and Associate Membership. Family is defined as husband, wife and their children under 18 years of age.

Regular Memberships shall be limited to those persons owning a lot or lots in Bay Quarter Shores with attendant rights and responsibilities of a Regular Member of the Association as defined in the By-Laws. A family shall have one Regular Membership as set forth in the Articles of Incorporation of Bay Quarter Shores, Inc. of November 12, 1971 as amended May 4, 1973 regardless of the number of lots owned or assessments or fees paid. For voting purposes on covenants, By-Laws or other issues, each Regular Membership shall have one vote if all fees and assessments due are paid. Only one regular Membership shall apply to joint ownership by more than one family of a single lot or homestead. In the case of joint ownership, no more than two families may have unlimited rights associated with a single Regular Membership.

Associate Memberships shall be open to the public on a limited basis for individuals or families. They shall be subject to annual dues and have use of the common areas as defined in the By-Laws, but have no voting rights. They shall be subject to all restrictions set forth in the Covenants, By-Laws and Rules and Regulations of the Association.

- j. Owner shall mean and refer to the Owner of Record, whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- k. Person shall mean and refer to a natural person.
- l. Properties shall mean and refer to certain real property. As described in a deed dated March 7, 1964 and recorded in Deed Book 125 at Page 68 among the land records of Northumberland County, Virginia, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association.
- m. Accessory buildings such as sheds or gazebos shall mean one story of a size not larger than 200 square feet, designed for the purpose of storage of personal items, lawn equipment, bicycles, motorcycles, etc.
- n. Garage As defined by the Code of the County of Northumberland, Chapter 148, Zoning, a garage is an accessory building designed or used for the storage of private motor vehicles owned and used by the occupants of the building to which it is an accessory. Garages are permanent structures, no smaller than 10 by 20 feet, with a floor constructed of gravel or concrete. Garages shall have an apron of gravel or concrete and one or more doors of such size as to permit the entry of a motor vehicle. All setbacks apply to garages. The exterior shall conform in appearance of the main residence.

2. All said lots will be used for residential purposes only, (exception section L as noted below) unless they have been obtained by Bay Quarter Shores, Inc., in which case they may be used as part of common property. Except as otherwise provided no structure or building shall be created, altered, placed or permitted to remain on any said lot other than one single family dwelling, storage shed and private garage. NO mobile (manufactured) home, tent or temporary structure shall be occupied or stored on any said lot, except as noted in the following paragraphs:

The purchaser of lots in Section M and T, instead of erecting on each said lot a single-family Dwelling may locate and occupy on each of said numbered lots a mobile manufactured home designated for single family occupancy, and construct a private garage and/or a storage shed. No more than one such mobile manufactured home shall be located and occupied on each of said numbered lots. Said home or garage or shed must be approved in advance in writing by the Building Control Committee.

Lots 1 through 25 in Section L are hereby designated as commercial lots and may be used for commercial purposes as defined in current Northumberland County zoning regulations for residential waterfront and the purchasers of the same may erect thereon stores and other buildings for use as business establishments. These lots, however, may not be used for any manufacturing purposes and no business may be carried thereon which will create excessive noise or disperse throughout the area smoke or noxious odors. All buildings, structures and types of business must be approved by the Building Control Committee in writing.

No trailer, boat, recreation vehicle, or other equipment may be stored on a lot not having a residence on it unless that lot abuts the owner's residential lot. Construction or other material may not be stored on any lot unless for immediate use for the intended purpose of that material. No trailer, recreation vehicle or other similar purpose vehicle shall be occupied or used for camping in Bay Quarter Shores other than as provided for in the camp grounds area.

3. When said lot or lots are sold, conveyed or are reconveyed, the new owner(s) automatically becomes a Regular Member of the Association with one Membership and associated rights, privileges, restrictions and assessments. Only one Membership vote may apply to joint ownership by more than one family of a single lot or homestead.
4. Lots may not be divided, combined or joined together without written approval from the Board of Directors of the Association. No changes in boundary lines in this sub-division established as of the date of enactment of this covenant will be made without approval of the Board of Directors of the Association.

5. TYPE, SIZE & CONSTRUCTION

The Building Control Committee prior to county approval and start of construction must approve in writing any structure erected, placed or altered on any lot. Such approval will be determined only upon submission to the Building Control Committee (see Article 6,) of satisfactory plans, specifications and a grid map showing locations of structure on lot which is satisfactory to said committee. All structures must conform to the following minimum standards:

- a. Any residence erected on any lot shall have a minimum ground floor area of 900 square feet with a minimum total finished floor area of 1200 square feet exclusive of porches and decks open to the weather. This floor area requirement does not apply to houses presently constructed or under construction at the time of recording of the foregoing restrictions. The side that faces the street shall be considered to be the front of the residence.
- b. All construction materials shall be new.
- c. All residences must have running water, private indoor bathroom facilities and plumbing. All sanitary plumbing and running water shall conform to the minimum requirements of and be approved by the Health Department of Northumberland County, Virginia. In addition, it shall not impinge upon or preclude the development of adjacent lots.
- d. Modular and manufactured homes.

As a part of the consideration hereof, and as a covenant running with the land hereby conveyed, modular homes as defined here, are permitted within said land.

Modular Home Defined

A structure designed primarily for residential occupancy, designed and constructed to a state or national model code, designed and built without a permanent metal chassis, which is manufactured in one or more sections in a factory for installation on a permanent, perimeter support, load bearing foundation at its final location. The term does not include manufactured housing as defined by the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C.A. 5401-5426). The term also does not include what is commonly referred to as "on-frame" modular homes, which are built to a state or national code, but include a permanent metal chassis as required on a manufactured home.

As part of the consideration hereof, and as a covenant running with the land hereby conveyed, no building shall be erected which falls under the definition of Manufactured Home or On-frame Modular Home as defined herein except in Sections T, M, and L.

On-frame Modular Home Defined.

A structure designed primarily for residential occupancy, designed and constructed to a state or national model code, which is manufactured in one or more sections in a factory, and including a permanent metal chassis, and which is installed on a permanent foundation at its final location. The term does not include manufactured housing as defined by the National Manufactured Housing Construction and Safety Standards Act of 1974 (43 U.S.C.A. 5401-5426).

Manufactured Home Defined.

A structure, manufactured in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to utilities and includes plumbing, heating and electrical systems, manufactured in accordance with federal standards under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C.A. 5401-5426).

- e. Fences, walls, hedges, if any, shall be of open construction not more than five feet in height and shall not extend in front of the building dwelling line. The building dwelling line is defined as a line parallel to the front boundary line of the lot passing through the front face of the residence. Any fences, which are to extend in front of the front dwelling line, must be approved by the Board of Directors of the Association following consultation with the Building Control Committee.
- f. All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint or varnish or other preservative applications on exterior wood surfaces, and exterior walls must be finished with approved siding material. Concrete or cinder block either painted or unpainted is not an approved siding material. All structures must have interior complete and an Occupancy Permit issued by the County within two years from the start of construction.

This restriction does not apply to concrete or cinder block structures existing at the date of recording these Covenants in county land records; however said structures must be covered with two (2) coats of masonry paint. Foundations of concrete or cinder block under the first floor living area need not be painted.

- g. Any garage, boat storage shed, or car shelters must conform in appearance to the residence structure of said lot. The Building Control Committee must approve these storage structures.

- h. No garage, shed, or other structure shall be constructed on a lot prior to start of construction of the main residence on that lot or homestead.
 - i. No substantial changes shall be made in the elevation or contour of the land without approval of the Board of Directors. Substantial change is defined as changing the elevation or depression of the land by more than two (2) feet over an area of 400 square feet, unless required for the installation of approved sanitary systems.
 - j. NO over-water boathouses are permitted.
 - k. Any change, modification or addition to building restrictions other than those stated in the covenants shall be considered by the Building Control Committee, and if approved, shall be recorded in the Association s records, and when recorded shall be binding as the original building restrictions. The Board of Directors of the Association must approve in writing changes requiring covenants waiver.
 - l. No lot owner(s) in Bay Quarter Shores shall develop, undertake construction, change, or allow their property to deteriorate in such a way as to preclude the full development of or safety of the adjoining neighbors property.
- 6. The Building Control committee shall consist of three (3) members appointed by the Board of Directors of the Association. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the Association Board of Directors after consultation with the Building Control Committee shall appoint a replacement.
- 7. The Building Control Committee shall review and where appropriate approve plans, and specifications, and uses for all structures erected in Bay Quarter Shores. The committee may reject any plan because of too great a similarity to nearby existing structures, or because, in the opinion of the Committee the structure is improperly placed on the lot, or does not meet the guidelines established for the Building Control Committee by the Association. All approved plans are valid for one (1) year from the date of approval.
- 8. SETBACK

Any residential structure erected must follow the building setback line as shown on the plat of each lot within said subdivision. Sideline setback shall not be less than ten feet. Rear line setbacks shall not be less than 25 feet from the rear property line, except should the rear property line be on or near wetland then the restrictions set by Northumberland County apply.

Accessory building or structures, not larger that 200 square feet are allowed up to 10 feet of the rear and 4 feet of the side lines, except when the rear or side line is in, on, or near wetland in which case the County setback applies. Piers, docks, stairs or other over water access structures are permitted with approval of the Building Control Committee, and the required Federal, State and local permits.

9. For Sale or For Rent signs for homes and lots must be of reasonable size and quality consistent with normal practices within this area, but in no case will such signs exceed 2 feet by 3 feet in size. They shall be located only on the lot and not on common property.
10. No dock, bulkhead, riprap, groin, jetty or other shore line stabilization structure or scheme may be erected without prior written approval of the Building Control Committee and the required Federal, State and local permits.

11. EASEMENTS

Easements for the installation and maintenance of public & private utilities or drainage facilities are reserved along and within ten feet of all side lot lines and ten feet of all rear lines and 15 feet on all front or road lot lines in this subdivision. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc. whether under or above ground. It is understood and agreed that it shall not be considered a violation of the provisions of this easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easement, as long as such lines do not hinder the construction of buildings on any lots in this subdivision.

12. Owners of lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent accumulation of rubbish and debris on the premises.
13. No business, trade or enterprise of any kind or nature whatsoever, except as indicated below, shall be conducted or carried on upon any of said lots nor shall any animals, birds, fowl or poultry, except common household pets, be kept at any time thereon. Home offices used for activities that do not require customer or clients to visit the premise and do not attract motor traffic are permitted. No signs or other advertising medium indicating such home business or activity is permitted in or on the sub-division of Bay Quarter Shores.
14. Commercial or private vehicles of more than 6200 pounds GVD+W or other equipment of a business activity belonging to, or under control of a lot owner or lot occupant, must be parked in a garage or stored in an area that may be designated by the Board of Directors of the Association. If permitted, persons parking or storing their vehicles, boats, trailers or other equipment, in the designated storage area do so at their own risk, and assume all liability. Bay Quarter Shores assumes no responsibility for any vandalism, theft, damage or liability resulting from occurrences in this area. The Association retains the right to rescind or deny permission to any property owner to store vehicles or equipment on Association property and may require owner(s) to remove said equipment or vehicle from that property.
15. Any structure on any lot in this subdivision which may in whole or in part be moved or destroyed by fire, windstorm or for any other reason, must be rebuilt and all debris removed, including above ground foundations, and the lot restored to a sightly condition within reasonable promptness, but in no case longer than twelve (12) months from the date of damage.

16. In order to improve and maintain the area, and particularly the recreational areas and parks, and to pay the administrative costs, labor and materials used for such purposes, the purchaser of each lot, or title holder, if lot has been conveyed, shall pay regular annual assessment and special assessment fees to Bay Quarter Shores, Inc. as prescribed in the By-Laws of the Corporation. Any unpaid assessment fees and interest accruing thereon shall be a lien on each lot, which shall be enforced by law. Should any purchaser buy one or two lots or a partial lot contiguous and abutting the residence lot and as an appendage thereto (i.e. a homestead) and the total property of these contiguous lots support only one residence then that lot owner shall be required to pay only one regular annual assessment for the lots comprising the homestead. This exception applies only to those homestead sites having a residence on one of the lots. Should one or both of these appendage lots be sold then the purchaser or purchasers will be required to pay the regular annual assessment fee as prescribed in the By-Laws of the Association on each lot or partial lot unless the previous exception applies.
 17. The Association has the right to increase or decrease the acreage of its common property or to bring additional lands into the scheme of this Declaration. If such property is divided into lots, they shall, upon sale, become subject to assessment for their just share of Association expenses.
 18. Open fires are prohibited on any part of the property without the prior approval of the Building Control Committee. Outdoor fireplaces, grills and all chimneys must utilize fire screens of sufficient design to prevent scattering of sparks or burning embers.
 19. Any tank for the storage of fuel placed or maintained on any lot or any outdoor receptacles for ashes and garbage shall be maintained in a neat and painted appearance. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any lot in this subdivision.
 20. These covenants, reservations, conditions and restrictions shall run with the land and shall be binding on all lot owners including their invitees, heirs, successors and assigns and all parties claiming through them. These covenants may be amended at any time by written agreement of a majority of votes of regular members in good standing (assessments/fees fully paid) responding to a written proposal for change, each Regular Membership having one vote, except that only owners of lots in Section T may vote to remove the exception for Section T noted in the foregoing Article 2 and using the above voting criteria, and similarly for owners of lots in Sections L and
- M. The amendment to be effective when recorded in the Office where conveyance of such land deeds are recorded. Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

11.1 The Board of Directors of the Association may establish such rules of order and conduct as may be necessary for the general good of this Association within the framework of these Covenants, the Articles of Incorporation, and the By-Laws for Bay Quarter Shores. The Association has the power to assess charges against any lot owner for any violation of these covenants or rules and regulations for which the lot owner or his family members, tenants, guests, or other invitees are responsible. The amount of such charges shall be treated as an assessment against each lot and if not paid shall be a lien against each of the owner's lot in accordance with the law. The Association also has the power to deny a lot owner, an Associate Member, Family members, tenants, and guests access to any or all of the common areas and amenities for violation of Bay Quarter Shores Covenants, By-Laws or Rules and Regulations, for improper conduct on common properties, and for non-payment of assessments. However, access to the owner's lot over any road, which is part of the common property, shall not be denied.

The undersigned, being duly authorized officers of Bay Quarter Shores, Inc., do hereby certify that the forgoing "Revised and Amended Declaration of Covenants" was adopted in accordance with the procedures mandated by the Virginia Property Owners Association Act, the restrictive covenants of Bay Quarter Shores subdivision and the corporate documents of Bay Quarter Shores, Inc. by more than 2/3 vote of the membership conducted at the annual meeting of the membership held on October 11, 2006

Original votes and Original instrument are on file at BQS, Inc. On Feb. 6, 2004 a fire destroyed all records within the office, including the prior covenants original

I, John H. Collier, President of BQS, Inc. do hereby certify under penalty of perjury that this filing is a true and accurate reflection of the revision to the Covenants as approved by the membership of BQS, Inc.

[SEAL]

John Collier, President

[SEAL]

Jennifer Troy-Black, Treasurer

State of VIRGINIA,
County/city of Manassas to-wit;

Signed and acknowledged before me by John Collier this 11 day of December, 2006 in my jurisdiction.

Notary Public



My Commission expires: May 31, 2007

State of Virginia
Country/City of Manover to-wit;

Signed and acknowledged before me by Jennifer Troy-Black this 11th day of December, 2006 in my jurisdiction.

Notary Public



expires 05-31-07

