

**Declaration of Covenants & Restrictions**  
*Amended February 1, 2019*

R -> Robert Farmer  
2-1-19

**Article I: Definitions**

1. Association shall mean and refer to Bay Quarter Shores, Inc., its successors and assigns.
2. Accessory Structure shall mean a subordinate structure detached from the principal structure, the use of which is incidental to that of the principal structure.
3. Attached, when pertaining to structures, shall mean a physical connection to a structural element or structural feature.
4. 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.
5. Dwelling shall mean any structure which is designed for use for residential purposes, except hotels, boarding houses, tourist cabins, motels, RV trailers and travel trailers.
6. Immediate family is defined as a couple or single parent and their children under 22 years of age and dependents.
7. Lease shall mean and refer to a contract for the possession of land and improvements thereon on the one side and compensation or rents on the other side provided.
8. Lot shall mean and refer to any plot of land shown upon any recorded subdivision plat of Bay Quarter Shores except for the Common Areas dedicated for community use.
9. Member shall mean every person or entity who holds membership in the Association as a regular or associate member.
10. Mobile Manufactured Home or Manufactured Home means 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 and is manufactured in accordance with 24 Code of Federal Regulations parts 3280, 3282, 3284, 3285, 3286, 3288, and 3800.
11. Modular Home – Off Frame: 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 24 Code of Federal Regulations parts 3280, 3282, 3284, 3285, 3286, 3288, and 3800. 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.

12. **Modular Home – On Frame:** 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 24 Code of Federal Regulations parts 3280, 3282, 3284, 3285, 3286, 3288, and 3800.
13. **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.
14. **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 come under jurisdiction of the Association.
15. **Structure** shall mean anything constructed or erected, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground.

## **Article II. Governance**

### **Covenants, By-Laws and Rules, Rules and Regulations, Board of Directors**

1. The **Board of Directors** shall govern the Association as prescribed in the association covenants and by-laws.
2. The association **covenants** shall:
  - a. Establish property rights and restrictions
  - b. Establish voting rights of members,
  - c. Designate responsibilities of the association, members and the Board of Directors.
  - d. Provide for the financial support of the association.
3. The association **by-laws** shall:
  - a. Provide the administrative and operational details for matters referenced in the covenants.
  - b. Establish association governance processes for meetings.
  - c. Establish the administrative processes related to the Board of Directors.
  - d. Establish voting procedures.

## **Article III: Membership and Voting Rights**

1. There shall be two (2) classes of Memberships, Regular Members and Associate Members.
  - a. **Regular Memberships** shall be defined as those persons owning property within Bay Quarter Shores. Regular membership shall be automatic with ownership. Regular members whose annual fees are currently paid shall be deemed to be in good standing. Owners of lots are entitled to one Membership regardless of the number of lots owned or the number of

persons involved in the ownership of each lot. For voting purposes, each Regular Membership shall have one vote if all fees and assessments due are paid.

- b. **Associate Memberships** shall be defined as and limited to responsible residents of the local community and friends and relatives of Regular Members whose applications have been approved by the Board of Directors or their designee, and whose dues are currently paid. Associate Memberships shall not exceed sixty (60) at any one time. The Board of Directors shall have the privilege of granting not more than ten (10) Associate Memberships to persons who may be of special assistance to the Corporation. Associate members shall be subject to annual dues and have use of the common areas as defined in the By-laws. Associate members do not have voting rights.

#### **Article IV. Assessment and Common Expenses**

1. Regular Members of the Corporation shall pay annual assessment fees. The amount of the annual fee shall be determined by the Board of Directors to reasonably operate, maintain and improve the common facilities and amenities of the Corporation.
2. The Board of Directors shall have the authority to establish special assessment fees for the Regular and Associate Membership, activity fees, use fees, administrative and service fees, charges for violation of Covenants and Rules and Regulations and other fees as may be appropriate. Special assessment fees, when required in the best interests of the Association, shall be used primarily for the administration, operation, maintenance and upkeep, including capital expenditures of the common property.
3. Each owner, including owners of contiguous lots, by acceptance of a deed for the property agrees to pay the Association an annual assessment. Owners of not more than three contiguous lots shall pay only one annual assessment, so long as the combined lots have no more than one residence.

#### **Article V. Rights and Common Areas**

1. Every member shall have a right and easement to the common areas within Bay Quarter Shores.
2. Any member may delegate his right of enjoyment to the common areas and facilities to the members of his immediate family and to his guest, subject to such general regulations as may be established from time to time by the Association.
3. The Association shall have the right to limit the number of guests of members that use the common areas.
4. The Association shall have the right to borrow money to improve and maintain common areas, piers, roads and other improvements.
5. The Association shall have the right to suspend the voting rights and use of the common areas for any period during which any assessment, fines or fees against the lot and/or member remains unpaid.

6. To the extent permitted by law, the Association shall have the right to suspend the rights of a Member to use any portions of its facilities and to assess charges against any member for any other infraction of these covenants or any rules and regulations committed by the member or the guests of the member.
7. The Association shall be responsible for the maintenance and upkeep of all common areas and improvements.
8. The Association, by action of the Board of Directors, shall have the right to establish reasonable rules and to charge reasonable admission and other fees for the use of the common areas.
9. The Association shall have the right to mortgage any or all the facilities constructed on the common area for the purposes of improvements or repair to Association land or facilities.
10. The Association shall have the right to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association.
11. 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.
12. In the event, any common area is damaged or destroyed by a member, a member's family, guest, contractor, lessee or other associate, the Association shall repair the damaged area. Costs of such repairs shall become a Special Assessment upon the lot of said member.

## **Article VI. Lots – Permitted Use & Restrictions**

1. All lots are for residential use only, except Lots 1 through 25 in Section L and lots owned by the Association. Lots owned by the association may be designated as common property. Lots 1 through 25 in Section L are designated as commercial lots and may be used for commercial purposes as defined in current Northumberland County zoning regulations. Owners of Lots 1 through 25 in Section L 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.
2. Except as otherwise provided, for each single-family dwelling, no more than two (2) accessory structures shall be allowed, regardless of the number of contiguous lots owned. The accessory structures must be on the same lot as the dwelling or the lot(s) directly adjacent to the dwelling.
3. No accessory structure shall be constructed on a lot prior to the start of construction of the dwelling on said lot.

4. Tents, trailers, boats, recreation vehicles or other similar purpose vehicles shall not be occupied or used for camping in Bay Quarter with the exception(s) as may be provided for within the Bay Quarter Shores rules and regulations.
5. No trailer, boat, recreation vehicle, or other equipment may be stored on any vacant lot (not having a dwelling) unless said lot abuts the owner's lot containing their dwelling. Construction or other material may not be stored on any lot unless for immediate use for the intended purpose. Stored trailers, boats, RVs or other equipment must be licensed and/or permitted as prescribed by local and/or state code.
6. Commercial or private vehicles of more than 6,200 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 Bay Quarter Shores Board of Directors or their designee(s). Those persons parking or storing vehicles, boats, trailers or other equipment in the designated storage area do so at their own risk and assume all liability. The Association assumes no responsibility for any vandalism, theft or damage or to items stored in the designated area and by the Bay Quarter Shores Board of Directors or their designee(s) retain the right to rescind or deny permission to store vehicles or equipment on Association property.
7. No business, trade or enterprise of any kind or nature, except as indicated herein, shall be conducted upon any lot. Home offices used for activities that do not require customer or client visits and do not attract vehicular traffic are allowed. The placement of signage or other advertising medium indicating such home business or activity is prohibited within Bay Quarter Shores.
8. Over-water boathouses are not permitted.
9. With the exception of common household pets, no animals, birds, fowl or poultry, shall be kept on any lot.
10. Lots may not be divided, combined or joined together without written approval from the Bay Quarter Shores Board of Directors. No changes in boundary lines in this subdivision established as of the date of enactment of this Covenant will be made without approval of the Bay Quarter Shores Board of Directors of the Association
11. When a lot or lots is/are sold, conveyed or re-conveyed, 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 of a single lot.
12. Leases of lots or dwellings for less than 30 days are prohibited.
13. Leases 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.

## **Article VII: Construction Requirements / Building Restrictions**

1. A Bay Quarter Shores building application must be submitted to and approved by the Bay Quarter Shores Board of Directors or their designee(s), prior to any construction or land disturbance requiring local, state or federal approval and/or permitting. Likewise, prior to the construction of any fence or similar structure, a Bay Quarter Shores building application must be submitted and approved. Approval by the Bay Quarter Shores Board of Directors or their designee(s) is contingent upon permit issuance by ALL pertinent local, state and federal agencies and must be obtained prior to the initiation of any land disturbance or construction activities on any lot. Plans may be rejected for a variety of reasons, including, but not limited to, the proposed lot development adversely impacting the safety, well-being and enjoyment of the community.
2. All dwellings shall have a minimum ground floor area of 900 square feet with a minimum total finished floor area of 1,200 square feet exclusive of porches and decks open to the weather.
3. Manufactured homes, mobile manufactured homes and on-frame modular homes (see definition) may be placed on lots in Sections M and T only. All other provisions of these covenants shall apply to Sections M and T.
4. Off frame modular homes (see definition) may be placed on any lot approved for residential construction.
5. All exterior walls must be finished with approved siding material.
6. Accessory structures constructed primarily of metal are not allowed.
7. Concrete or cinder block, either painted or unpainted, is not an approved siding material.
8. All structures shall be completed on the exterior within twelve (12) months from start of construction.
9. All structures must have the interior complete and an occupancy permit issued by Northumberland County within two (2) years from the start of construction.
10. Any structure on any lot which may in whole or in part be moved, destroyed by acts of nature, or any other reason must be re-built or have all debris removed, including above-ground foundations, and have the lot restored to an acceptable condition within reasonable promptness, but in no case longer than twelve (12) months from the date of damage.
11. All accessory structures must be similar and/or complementary in appearance to the dwelling on the lot.
12. Fences, (walls or similar structures) shall be of open construction and not more than four feet in height. Open fence construction shall be defined as having openings between the fencing material representing not less than forty (40) percent of the total surface area of the fence. Fences walls or similar structures shall not extend beyond the front plane of the existing dwelling. The front plane of the dwelling shall be considered the address side of the dwelling. For corner or unusual lot configurations, the front plane of the dwelling shall be determined by the Board of Directors or their designee within the building application process. Fencing /

wall building applications may be rejected for a variety of reasons, including, but not limited to adverse impact on the safety, wellbeing and enjoyment of the community. Fencing within the common areas of Bay Quarter Shores are exempt from this provision.

13. Structures, fencing and other restrictions within Article VII, not in compliance with these amended covenants and not having received notice of non-compliance from the Bay Quarter Shores Board of Directors prior to the recording of these amended covenants, are grandfathered and are considered to be in compliance with these amended covenants.
14. The Board may waive specific building restrictions, within Article VII, in special circumstances. Waivers must be approved by unanimous vote of attending board members at a regularly scheduled Board of Directors meeting. Requests for waiver must be submitted in writing to the Board of Directors. Upon receipt of such a request, the Board of Directors shall mail all directly adjacent lot owners an advisory requesting comment within thirty (30) days. Failure to comment within thirty (30) days shall indicate there is no objection. Comments are not binding upon the Board of Directors. Waivers are intended to address rare, unforeseen circumstances and are not intended to circumvent these covenants in less than extraordinary situations. Waivers approved by the Board of Directors shall be attached to and filed with the approved building application. Waivers are granted for a single circumstance and lot owner and DO NOT affect the future standing of any Bay Quarter Shores building restriction.

### **Article VIII: Set-Backs / Easements**

1. Notwithstanding the setback lines shown on the recorded subdivision plats for Bay Quarter Shores, all residential structures constructed after the recordation of the Amended Covenants dated September 14, 2016, shall be located 35 feet or more from any street right-of-way which is 50 feet or greater in width or 60 feet or more from the center line of any street right-of-way less than 50 feet in width.
2. Easements for the installation and maintenance of public & private utilities or storm water conveyance facilities are reserved along and within ten (10) feet of all side and rear lot lines and fifteen (15) feet along the front lot line adjacent to the street right-of-way. Additional easements are hereby reserved to enter upon properties if necessary to construct, operate and maintain any other public improvements, aerial or underground. It is understood and agreed that it shall not be considered a violation of the provisions of this easement, for public or private utilities to pass over or under 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.

### **Article IX: Maintenance / General Provisions**


1. Lot owners shall maintain their property in an orderly manner and prevent the accumulation of rubbish and debris on said property. The placement of refuse, debris or other unsightly or objectionable materials shall be prohibited on all lots.
2. Real estate sales and rental signs must be of reasonable size and quality consistent with normal real estate practices in the region, but in no case, shall said signs exceed two (2) feet by three (3) feet in size. All such signage shall be located only on the property for sale or rent, or on the street rightof-way fronting said property. The placement of real estate sales and rental signs on property owned by the Association is prohibited.

3. Open air fires are prohibited. This includes the burning of trash, rubbish, leaves, wood and similar combustibles. In extraordinary circumstances, the Board of Directors may approve open burning that benefits the community. Recreational fires contained by a pit, fireplace, chimenea, noncombustible ring or similar enclosure are permitted as allowed for by state and local code. The fire within the enclosure shall not exceed three feet in diameter and with a flame not to exceed two feet in height. Provisions to prevent the escape of sparks and embers are required.
4. 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 the requisite 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 7, #3 and using the above voting criteria, and similarly for owners of lots in Sections L.

**AMMENDED DECLARATION OF COVENENTS CERTIFICATION**

This amended Declaration of Covenants, Conditions and Restrictions applicable to the Properties at Bay Quarter Shores subdivision, shall supersede those eight 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; Deed Book 128, Page 582; document reference 150001365 and document reference 160001863 among the land records of Northumberland County, Virginia.

The undersigned, duly elected president of Bay Quarter Shores, Inc., hereby certifies pursuant to Chapter 26 of the Code of Virginia, titled "Property Owners Association Act and the covenants of Bay Quarter Shores, that the requisite number of lot owners approved, by signature, the foregoing Amended Declaration of Covenants.

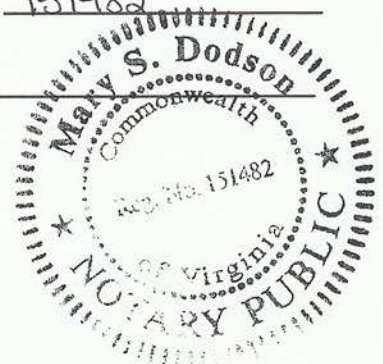
  
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 President, Bay Quarter Shores, Inc.

STATE OF Virginia CITY/COUNTY of Northumberland, to wit:

SWORN to and subscribed before me this 1 day of February, 2019  
 by R. Lee Farmer., President of Bay Quarter Shores, Inc.

My Commission Expires: 7-31-2021 My Registration Number: 151482

Notary Public Mary S. Dodson



Each of the parties to this instrument, by executing this instrument, acknowledge that they have read and understand the contents of this instrument, and that they execute this instrument voluntarily and without any duress, coercion, or undue influence. The parties to this instrument intend that this instrument shall be binding and enforceable upon them and their heirs, assigns, and personal representatives. The parties to this instrument intend that this instrument shall be binding and enforceable upon them and their heirs, assigns, and personal representatives. The parties to this instrument intend that this instrument shall be binding and enforceable upon them and their heirs, assigns, and personal representatives.

This instrument is being recorded for the purpose of providing notice to the public of the existence of this instrument. The parties to this instrument intend that this instrument shall be binding and enforceable upon them and their heirs, assigns, and personal representatives. The parties to this instrument intend that this instrument shall be binding and enforceable upon them and their heirs, assigns, and personal representatives. The parties to this instrument intend that this instrument shall be binding and enforceable upon them and their heirs, assigns, and personal representatives.

### AMENDED DECLARATION OF COVENANTS CERTIFICATION

The undersigned hereby certifies that the instrument described in this declaration is a true and correct copy of the instrument as recorded in the public records of the County of Northumberland, Virginia. The instrument is recorded in the public records of the County of Northumberland, Virginia, in Book 128, Page 128. The instrument is recorded in the public records of the County of Northumberland, Virginia, in Book 128, Page 128. The instrument is recorded in the public records of the County of Northumberland, Virginia, in Book 128, Page 128.

The undersigned hereby certifies that the instrument described in this declaration is a true and correct copy of the instrument as recorded in the public records of the County of Northumberland, Virginia. The instrument is recorded in the public records of the County of Northumberland, Virginia, in Book 128, Page 128. The instrument is recorded in the public records of the County of Northumberland, Virginia, in Book 128, Page 128. The instrument is recorded in the public records of the County of Northumberland, Virginia, in Book 128, Page 128.

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President, Bay Quarter Street, Inc.

INSTRUMENT 190000201  
RECORDED IN THE CLERK'S OFFICE OF  
NORTHUMBERLAND CIRCUIT COURT ON  
FEBRUARY 1, 2019 AT 02:59 PM  
DEBORAH T. BINGHAM, CLERK  
RECORDED BY: VGH

\_\_\_\_\_  
City of \_\_\_\_\_, 2019

\_\_\_\_\_  
My Registrar Number \_\_\_\_\_

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

