

7/17/89

BOOK 297 PAGE 494

RESTRICTIONS, COVENANTS AND RESERVATIONS

SANDS ON THE POTOMAC

THIS DECLARATION, Made this 2nd day of May, 1989, by ROBERT J. HUGHES, owner in fee of the hereinafter described real property, states as follows:

WHEREAS, ROBERT J. HUGHES, Declarant, was conveyed a certain tract or parcel of land containing One Hundred Eight (108) Acres, more or less, situated in Heathsville Magisterial District, Northumberland County, Virginia, by Deed of Thomas A. Williams, Trustee, dated April 5, 1989, and recorded in the Clerk's Office of the Circuit Court of Northumberland County, Virginia, in Deed Book 294, at Page 399; and

WHEREAS, Declarant intends to develop said lots according to a common plan or scheme of development; and

WHEREAS, Declarant has caused the aforesaid tract of land to be subdivided by plat of survey of Charles E. Tomlin, Jr., C. L. S., dated March 6, 1989, entitled SANDS ON THE POTOMAC, which plat of survey is recorded in the Clerk's Office of the Circuit Court of Northumberland County, Virginia, in Plat Book 6, at Page 87

NOW THEREFORE, The Declarant, ROBERT J. HUGHES, does impose upon the lots contained in the said subdivision the following restrictions, covenants and reservations for the purposes of protecting property values and providing for the quiet and peaceful use of said lots as a desirable residential community, which restrictions, covenants and reservations shall run with the title to the lots except where specifically stated otherwise, and shall be binding upon the owners thereof and their successors in title:

*For Supplemental Declaration
See DS 388 PB 2
August 4, 1995
C. L. S. Thomas
Signed Clerk*

THOMAS A. WILLIAMS
ATTORNEY AT LAW
CALLAO VIRGINIA 22435

1. No lot shall be subdivided except as to adjustment of boundaries between lots.

2. Only one (1) private dwelling house with the necessary outbuildings shall be permitted on each lot. Such dwelling house shall contain no less than 1,200 square feet of living area if one story in height or 1,600 square feet of living area if more than one story exclusive of porches, patios, garages, carports, verandas or basements. The exterior of any building constructed on any lot or parcel must be completed within twelve (12) months from the date of the commencement of the construction thereof. Any modular home placed on conveyed lot must have a roof pitch no less than 4/12 feet and placed on a solid foundation.

3. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of or in connection with any lot; nor shall the property in any way be used for other than strictly residential purposes.

This restriction shall not preclude the professional practice of medicine (veterinary medicine being specifically prohibited), law or any other strictly consultative professions on any lot.

4. No animals other than dogs, cats or other household pets shall be kept on said property.

5. No noxious or offensive activities shall be carried on upon any lot or right of way within the said subdivision, nor shall any act be done thereon which shall constitute an annoyance or nuisance. All properties shall be maintained by the owners. All yards must be mowed and kept free from trash.

6. No house trailer or mobile home shall be parked on any lot in the said subdivision at any time. Provided, however, this restriction shall not prevent the temporary use of a travel camper/motor home on any lot by the owner of said lot for a period not exceeding twelve (12) months during construction of a residence upon said lot. A travel camper/motor home may be stored on the premises after residential construction has been completed, provided it is completely garaged.

7. Easements are reserved by the Declarant, his successors or assigns, for installation and maintenance of utilities, drainage facilities, and road improvements. Neither the Declarant, his successors or assigns, nor any utility or construction company using the easements herein referred to, shall be liable for any damage done by them or their successors, assigns, agents, employees, or servants to land covered by said easements. The Declarant reserves to himself, his successors and assigns, the right to grant easements over, along and upon all roads and for a distance of twenty-five (25) feet back of and paralleling each side of all roads and over, along and under all lot lines and for a distance ten (10) feet back of and paralleling each lot line for installation, operation, and maintenance of gas, water, sewer, electric light and power, telephone and telegraph

lines, mains, conduits, poles, wires, fixtures, manholes, and other needful accessories and for other utilities and drainage facilities, or for the necessary improvements to the road to enable them to become a part of the public highway system.

8. The Declarant reserves for himself, his successors and assigns, the right to dedicate any roads to the County of Northumberland or the Commonwealth of Virginia.

9. Failure to enforce any covenant, condition, restriction, or reservation herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach, or as to the one occurring prior to or subsequent thereto.

10. Invalidation of any one of these covenants, conditions, restrictions or reservations by judgment or Court Order shall in no wise affect any other of the covenants, conditions, restrictions, or reservations which shall remain in full force and in effect.

11. Any or all of the rights, powers, titles, easements, privileges and/or estates reserved or given to the Declarant, his successors and assigns, may be assigned to any one or more corporations, individuals or associations.

12. The foregoing covenants and restrictions shall run with the land and be binding upon the owners thereof, their heirs, successors or assigns, for a period of ten (10) years from the date hereof, and the same shall be automatically renewed for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots in the said subdivision agreeing to modify any of the provisions of these restrictions and covenants in whole or in part is duly recorded in the Office of the Clerk of the Circuit Court of Northumberland County, Virginia.

WITNESS the following signature and seal.

Robert J. Hughes (SEAL)
ROBERT J. HUGHES

STATE OF VIRGINIA

COUNTY OF NORTHUMBERLAND, to-wit:

The foregoing instrument dated May 2, 1989, was acknowledged before me this 30th day of June, 1989, by ROBERT J. HUGHES.

Charles Dawson
Notary Public

My Commission Expires: March 8, 1993

-3-

VIRGINIA:

In the Clerk's Office of the Circuit Court of Northumberland County, July 3, 1989 the foregoing instrument was this day presented and with certificate annexed, admitted to record at 4:00 P. M. after payment of the \$-0- State Tax, \$-0- Local Tax and \$-0- Tax imposed by Sec. 58-54.1.

Teste: *John Thomas, Jr.*, Clerk

August 24, 1995

BOOK 388 PAGE 2

THIS SUPPLEMENTAL DECLARATION, MADE this 1st day of June, 1995, by and between ROBERT J. HUGHES, hereinafter referred to as "Declarant", Grantor for purposes of recordation; and HURLEY H. GILL, JR. and EYLEEN GILL BRENT, First Noteholders; and THOMAS A WILLIAMS, trustee; and CHESAPEAKE BANK, Second Noteholder, and DOUGLAS D. MONROE, JR., sole-acting Trustee.

WITNESSETH:

THAT, WHEREAS, the Declarant has previously caused to be recorded in the Clerk's Office of the Circuit Court of Northumberland County, Virginia, in Deed Book 297, at Page 494, Restrictions, Covenants and Reservations for Sands on the Potomac Subdivision; and

WHEREAS, the Declaration recorded in Deed Book 297, at Page 494, provides that the Declaration may be modified by the owners of a majority of the owners of lots in the subdivision; and

WHEREAS, the declarant owns the majority of the lots in the subdivision; and

WHEREAS, the declarant in this Supplemental Declaration desires to modify the Declaration as hereinafter set forth; and

WHEREAS, the first noteholders are the holders of those certain notes secured by that certain deed of trust dated April 5, 1989, in Deed Book 294, at

Page 401, conveying the subdivision to Thomas A. Williams, Trustee; and

WHEREAS, the second note holder is the holder of the note secured by that certain deed of trust dated August 9, 1990, in Deed Book 312, at Page ___, conveying the subdivision to Douglas D. Monroe, Jr., et al, Trustees, either of whom may act; and

NOW, THEREFORE, for and in consideration of the burdens and benefits arising hereunder, the Declarant does hereby declare that the real estate known as Sands on the Potomac Subdivision is subject to the following restrictions, covenants and reservations;

PROPERTY OWNERS' ASSOCIATION

There is hereby established the Sands on the Potomac Property Owners' Association, (hereinafter referred to as the "POA") an unincorporated association which may be incorporated upon the majority vote of the members of the POA.

A. MEMBERSHIP IN POA

Every person or entity who owns any interest, other than a security interest, in any Lot in Sands on the Potomac Subdivision shall be a member in the POA. When more than one person holds an interest in any lot, all such persons shall be members of the POA but in no event shall more than one vote be cast with respect to any one lot.

B. ORGANIZATION AND DUTIES OF POA.

The POA shall be governed by the majority vote of its members. A Board of Directors of three to five members shall be elected by the membership.

The POA shall hold title to the common areas and the roads in the subdivision for the exclusive benefit of the members of the subdivision. The POA shall be charged with the duties of maintaining, improving, repairing, developing and protecting the common areas and roads, and shall pay all taxes and expense in connection with the roads and common areas, and shall have all powers consistent and necessary to discharge those duties. The POA shall be responsible for and shall act as agent for the owners and members of the POA with respect to all matters including rights and obligations involving the common areas and the roads and any improvements and facilities thereon and easements for drainage and utilities thereon, and shall be the sole agent for all negotiations and agreements in connection therewith including, without limitation, the right to convey to the Virginia Department of Transportation fee simple interest in and to such roads.

C. PROPERTY RIGHTS.

Every member shall have a right and easement of enjoyment in and to the common areas and roads in the subdivision. Lot 66 of the subdivision, as shown on the attached plat of survey, entitled, "Lot Location Survey Lot 66 Sands on the Potomac", dated June 12, 1995, made by Warren R. Keyser, C.L.S., is hereby

dedicated as a common area for the purpose of providing all of the members access to the waters of Hull Creek. The members easement of enjoyment in and to the common area shall be subject to the right of the POA: 1) to establish reasonable rules for the use of the common areas and the right to suspend the right of a member to use any portion of the common areas for any period during which any assessment against his lot remains unpaid for more than thirty days; 2) to suspend the rights of a member to use any portion of the common areas for a period of time to be determined by the POA, but not to exceed one year, for an infraction of any rule established for the use of the common area which remains uncorrected after fifteen days written notice to the member setting forth the infraction and the manner of its correction; 3) to mortgage any or all of the common areas for the purpose of improvements or repairs to the common areas. Any member may delegate his right of enjoyment to the common areas and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the POA. Any damage caused to any common area by a member, his family, guests or invitees, shall be repaired by the POA at the expense of the member and such costs shall be a special assessment against the lot or lots of such member.

D. ASSESSMENTS

The owner of every lot in the subdivision shall pay to the POA \$100.00 per lot per year beginning January 1, 1996, and to pay annually the same amount or an amount determined by the majority vote of the members. The POA shall notify each lot owner as to the lot assessment and any special assessment. Notification shall be sent to the owner's address as shown on the books of the POA. Any assessment not paid within 45 days of the mailing of such notice shall bear interest at the rate of 12% per annum from the due date, and the delinquent owner shall be liable for all costs of collection including reasonable attorney's fees.

The POA also shall have the power to make additional assessments for the construction, improvement, repair and maintenance of the roads and common areas upon the majority vote of the members voting in person or by proxy at a special meeting called for that purpose.

All assessments shall be a charge and lien upon the respective lots as well as the personal obligation of the owner.

ARCHITECTURAL REVIEW

There is hereby established an architectural review committee (the "ARC") which shall consist initially of the Declarant and, after seventy per cent of the lots in the subdivision shall have been sold, shall consist of three members to be elected by a majority vote of the members of the POA which committee members shall

serve a three year term or until a successor has been elected. The declarant or the ARC may adopt a set of general rules and standards for the subdivision, which rules and standards may be amended by the Declarant or the ARC.

All buildings, additions, walls, fences and other structures constructed or erected upon any lot shall be approved prior to beginning construction, in writing, by the ARC as to placement of buildings, landscaping and design. Notice to the ARC shall be sent to the chairman of the ARC. The ARC may refuse to approve any submission upon any grounds, including aesthetics. Failure of the ARC to send written notice of its decision within 30 days of submission of plans shall be deemed to be an approval of the plans as submitted.

PROTECTIVE COVENANTS

In addition to the provisions of the Declaration dated May 2, 1989, the lots in Sands on the Potomac Subdivision shall be subject to the following covenants:

1. No structure other than piers, bulkheads, jettys, stairs, pools and fences shall be built within 150 feet of the mean low water line of the Potomac River, upon Lots 11 through 23, inclusive.

2. No signs of any type, including but not limited to or Sale or For Rent signs shall be displayed for public view on any lot, except name or address signs

approved by the ARC.

3. The principal residence located on any lot on the Potomac River shall have a minimum of 1,500 square feet of heated living space on the ground floor. The principal residence on any other lot in the subdivision shall have a minimum of 1,250 square feet of heated living space on the ground floor.

4. All utility lines and services shall be placed underground, including, without limitation, electric, gas, telephone, cable, sewage disposal services.

The covenants, restrictions and reservations contained herein shall run with the land in Sands on the Potomac Subdivision upon the same terms and conditions as set forth in the Declaration dated May 2, 1989.

The first noteholders and Thomas A. Williams, Trustee under the first deed of trust, and the second noteholder and Douglas D. Monroe, Jr. sole-acting trustee under the second deed of trust, have joined in this Supplemental Declaration to subordinate their respective liens to the Declaration dated May 2, 1989, and to this Supplemental Declaration, and to the easements set forth in those two documents and on the subdivision survey; and to release from their respective liens the roads, well lot described in Deed Book 319, at Page 285 and the common areas, including, without limitation Lot 66.

Witness the following signatures and seals:

[Signature] (SEAL)
Robert J. Hughes

[Signature] (SEAL)
Hurley H. Gill, Jr. 254. 11/1

[Signature] (SEAL)
Eyleen Gill Brent

[Signature] (SEAL)
Thomas A. Williams, Trustee

Chesapeake Bank

By: [Signature] VP

[Signature] (SEAL)
Douglas D. Monroe, Jr., Sole-acting
Trustee

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

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that the foregoing instrument, dated June 1, 1995, was acknowledged before me by Robert J. Hughes this 27th day of July, 1995. My commission expires: January 31, 1995.

[Signature]
Notary Public

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

The undersigned, a Notary Public in and for the jurisdiction aforesaid, hereby certifies that the foregoing instrument, bearing date the 1st day of June, 1995, was acknowledged before me by Thomas A. Williams, Trustee, this 21st day of July, 1995.

My commission expires: 3/31/97.

[Signature]
Notary Public

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

The undersigned, a Notary Public in and for the jurisdiction aforesaid, hereby certifies that the foregoing instrument was acknowledged before me by Douglas D. Monroe, Jr., Trustee, this 17th day of July, 1995.

My commission expires: 12-31-99.

Catherine M. Dutton
Notary Public

VIRGINIA:

In the Clerk's Office of the Circuit Court of Northumberland County, August 4, 1995 the foregoing instrument was this day presented and with certificate annexed, admitted to record at 4:40 P. M. after payment of \$-0- State Tax, \$-0- Local Tax and \$-0- Tax imposed by Sec. 58-54.1.

TESTE: [Signature], CLERK

