

REVISED JANUARY 2024

**COVENANTS AND RESTRICTIONS
OF THE
POTOMAC BAY ESTATES SUBDIVISION**

EFFECTIVE: (New date tbd)

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**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR
POTOMAC BAY ESTATES**

NOTICE TO TITLE SEARCHERS AND OTHER INTERESTED PARTIES: These Covenants provide for property owner dues and assessments, which when assessed as provided herein and not paid by the owner may constitute a lien on the property. Information concerning payment of dues and assessments and related matters can be obtained through the Registered Agent of Potomac Bay Estates Property Owners' Association of Virginia, Inc., whose name, and address is on record with the Virginia State Corporation Commission in Richmond, Virginia.

The undersigned Declarants, Potomac Bay Estates Property Owners' Association of Virginia, Inc., being the owners of certain lots of real estate, situate, lying and being in Heathsville Magisterial District, Northumberland County, Virginia, having been acquired by the initial Declarant, Potomac Real Estate Investment Trust, from Emeline A. Hall, by a deed for 102 acres of land dated February 12, 1988 and recorded on February 16, 1988 in Deed Book 278 at Page 174 of the land records of Northumberland County, Virginia, reference being made to said deed for a more complete and accurate description of the said real estate, do hereby establish and proclaim these new Protective Covenants as affecting all of said real estate and all lots into which said real estate has been subdivided, including such areas as may be designated as "common areas", or "Reserved" or "Remote Drainfield" on a plat of survey made by Charles A. Tomlin, Jr. C.L.S., dated July 16, 1988, entitled "Potomac Bay Estates" and previously recorded, and these new Protective Covenants shall be deemed to be Covenants running with the land and with each of said lots. These new Protective Covenants supersede and completely replace the original "Declaration of Protective Covenants for Potomac Bay Estates" dated August 10, 1988 and recorded in Deed Book 285 at Page 667. These new Protective Covenants were noticed, considered, and approved by a majority of the property owners of record of Potomac Bay Estates, consistent with the requirement for amending the original Protective Covenants provided for therein.

Potomac Bay Estates Property Owner's Association, Inc is subject to the Code of Virginia Property

Owners' Association Act 55.1-1800 dated October 1, 2019, and to future revisions and additions to it. The provisions of Code of Virginia 55.1-1800 supersede any item in these Covenant in the event of a conflict between them.

These Covenants constitute a “declaration” as set forth in the **Code of Virginia 55.1-1800**. The “Board of Directors” of the Potomac Bay Estates Property Owners Association is the executive body of the Association that exercises the power of the executive body as defined in **Code of Virginia 55.1**. **Definitions** and is endowed with all authority granted to the “Board of Directors,” “Board,” or “Directors” in Code of Virginia 55.1-1800 and 55.1-1836.

Part A. General Terms

Section 1. Each lot in this subdivision shall be used for residential purposes only and except for Lots 51 and 52 shall be limited to one single family dwelling and other such outbuildings and structures as are normally incidental or ancillary to a single-family dwelling. **Storage or parking of vehicles, boats, equipment, or materials on vacant lots is not permitted without an approved exception from the Board of Directors.** No lot containing less than three (3) acres shall be subdivided. Any **re-subdivision** of a lot containing three acres or more must conform to all applicable zoning and subdivision ordinances and statutes and may not be subdivided into lots of less than one acre.

Section 2. No **such** dwelling, outbuilding or structure including fences, swimming pools or temporary storage units shall be constructed or placed without first submitting architectural plans to the Board of Directors, or a committee appointed by it, and receiving approval there from. Improvements, revisions, or changes to the exterior of such structures resulting in a significant change of appearance shall also require submission of plans and approval. Any denial shall provide the specific reasons and shall be provided to the applicant within twenty-one (21) days of submission of the application. The failure to provide a timely denial shall constitute approval of the application. No plan for an outbuilding on an unimproved lot will be considered without concurrent submission of a plan for the dwelling. Rules and guidelines for this process are detailed in the Potomac Bay Estates member approved document Guidelines for Architectural Review of Building Plans dated September 2021. Any denial by such committee may be appealed to the Board of Directors, and any denial by the Board may be appealed to the members, the appeal to be decided by a majority of the lots eligible to vote.

Section 3. In addition to the specific construction requirements listed in Part B herein, the Board shall deny any application for a dwelling or other structure, which will be injurious to the property values of, and the quiet and peaceful use of, the property of neighbors in this desirable community. The Board will

approve a building plan or may grant written waivers from the specific requirements listed herein in Sections B 1 to **B 9**, and C 2, with such conditions as it deems appropriate, if it determines that its decision meets the standard of this section.

Part B. Basic Construction Guidelines

Section 1. Each dwelling shall contain a minimum of 1500 square feet of internally measured living area. “Living area” shall not include basements, garages, carports, open porches, or decks. In the case of a two-story residence the ground floor shall have a minimum of 1,000 square feet of living area. Siding will be reasonable quality brick, brick veneer, hardie plank, stone, stone veneer, stucco, wood, wood veneer, vinyl, aluminum construction or similar surface material. There shall be no finished exterior of block, asbestos shingle (excluding roofs) or unpargeted cinder block on any dwelling or outbuilding. Dwellings constructed with pitched roofs must be inclined to a minimum 4/12 pitch. Multistory dwellings constructed with flat roofs are permitted if in compliance with the Guidelines for the Submission and Review of Construction Plans, Section 2. - The general policy and criteria for approval of plans.

Section 2. Installation of solar collection panels either in conjunction with building construction or as a stand-alone project requires plan submission for approval. In general, most roof mounted units are acceptable. Ground mount installation approval will depend on location and appearance.

Section 3. Except for enclosing perimeters of swimming pool areas, kennels and tennis or other sports courts, no chain link fences shall be erected on any lot. If a permitted fence is erected for other purposes, it shall not be over four feet in height. All fences shall be of “open” construction, i.e., those which have at least 50 percent open space.

Section 4. In construction of a driveway into any lot, a twelve-inch concrete culvert, or larger, if necessary, and as may be required or authorized by the Virginia Department of Transportation in unique circumstances, shall be used to prevent blockage of natural drainage.

Section 5. No manufactured homes of any type, whether single or what is commonly called “double wide” may be placed on any lot, except as may be otherwise provided for herein. Modular or “industrial code” houses are permitted if the structure carries the registration seal of the Virginia Department of House and Community Development and is placed on a permanent foundation.

Section 6. Construction trailers and related containers are permitted during the actual construction of the principal dwelling. No structure of a temporary character, such as a house trailer, motor home, tent or shack, or other structures such as a garage, storage shed, or barn shall be used on any lot at any time as a residence. Temporary structures, as defined above, may remain on the premises no longer than 30 days except with written approval of the Board. In giving any such approval, the Board will impose a time limit and shall be guided by the condition, appearance, visibility, and size of such temporary structure. Additional visible structures may be built on a lot only concurrently with or after a residence has been erected on that lot, and consistent with these Covenants and the Bylaws.

Section 7. A fifteen (15)-foot utility easement is reserved on both sides of all side lot lines and a thirty (30)-foot utility and fifteen (15)-foot drainage easement (within said 30-foot utility easement) is reserved along all roads. No “above ground” utility easement shall be permitted on any lot. No utility easement along side lot lines shall extend into any septic drain fields, and in particular, the septic drain field areas located on lots 2, 9, 36 and 38 which also have remote drain field areas. The minimum side yard for each dwelling shall be ten (10) feet and the total width of the two side yards shall be (20) feet or more. The minimum side yard for accessory building shall be ten (10) feet.

Section 8. Potomac Bay Estates (PBE) is zoned *Residential Waterfront District R2* by a Northumberland County zoning ordinance that establishes setback and frontage regulations for main structures, guest houses, and accessory structures (garages, garden sheds, workshops, and the like). All construction on PBE lots will conform to the Northumberland County *Residential Waterfront District R2* regulations.

Section 9. The exterior of all buildings must be completed within twelve (12) months after the start of construction, defined as the digging of footings.

Part C. Maintenance

Section 1. All trash and garbage shall be kept in appropriate containers and, where possible, shielded from public view. Unlicensed motor vehicles, trailers, and boats shall not be kept in public view on any lot. All lots shall be maintained in a neat and orderly appearance, including periodic cutting of grass. The Property Owners’ Association is hereby given the authority and permission to go upon any lot, or the part of a lot which is both visible to the public and not wooded, when the grass exceeds a height of one foot

for the purpose only of mowing the grass. The lot owner shall be liable for the reasonable cost of mowing, billing, and collection when this occurs. Contractor maintenance along roads and Common Areas is provided by PBEPOA and a map of the areas cut is published on the PBE POA web site. Local lawn maintenance contractors are available to provide their services at reasonable cost to POA Members.

Section 2. Any structure on any lot in Potomac Bay Estates which may in whole or in part be removed or damaged by fire, windstorm or for any other reason must be rebuilt or have all debris removed, including above-ground foundations and the lot restored to a sightly condition with reasonable promptness, not to exceed one year from the date of the incident.

Section 3. No sign for a commercial purpose of any kind shall be erected on a lot, except for one sign no larger than two feet by two feet for advertising the property for sale or lease, and reasonable signs of builders during construction.

Section 4. To maintain and improve the common areas/facilities, remote drain field lots and well sites, including any improved recreation areas which may be located on the real estate hereinabove referred to, the Property Owners' Association will assess each property owner or owners of the lot or lots an annual fee. This sum may be increased or decreased from time to time as reasonably necessary and as provided in the Bylaws. Any assessment not paid pursuant to this paragraph may carry lawful interest and penalties as determined under the Bylaws, and is enforceable by the Property Owners' Association, which may include filing amounts due as a lien on the lot until paid.

Section 5. To the maximum extent permitted by law, lot owners, their guests and invitees use the roads, common areas, the easement areas, the pier, and the boat ramp at their own risk. To the maximum extent permitted by law, Potomac Bay Estates, the Property Owners' Association, the Board of Directors, and any members are not liable for the use of these areas by others.

Part D. Property Owners' Association

Section 1. The Property Owners' Association has responsibility for the collection of funds and maintenance of common areas, the surface appearance of remote drain field lots in common areas, and the community water system well sites. The Property Owners' Association shall not be responsible for the maintenance of any remote drain field, which is located entirely within the boundaries of any numbered lot, including its surface. The Property Owners' Association Board of Directors shall have responsibility

for managing the community water system subject to such terms as it deems appropriate, consistent with the needs of the members.

Section 2. The owner of any lot, or legally subdivided lot, shall, by fact of ownership, be a member of the legally constituted Property Owners' Association, and by the acceptance of a deed of lot at Potomac Bay Estates, agrees to abide by these Covenants, by the Bylaws of the Association, **by changes to the Covenants and Bylaws as approved by the membership under the requirements of Section 11-02 of the Bylaws**, and to contribute to the funds required by it to carry out its purposes as provided herein.

Section 3. The Property Owners' Association Board of Directors shall have the right to set reasonable rules for the quiet enjoyment of the community, the enhancement of members' enjoyment of the community, and the protection of property values. It shall have the right to enforce, by any proceeding at law or in equity, all covenants, reservations, liens, charges, and rules now or hereafter imposed by or pursuant to these Covenants. **Fines shall be assessed in accordance with Code of Virginia 55.1-1819**
B(ii). Any lot owner shall have the right, in any proceeding at law or in equity, to enforce these covenants. Failure by the Association or any lot owner to enforce any covenant herein shall not be deemed a waiver of the right to do so thereafter.

Section 4. Use of electronic means to conduct Association business.

- a) **Any notice required to be sent or received, or, any signature, vote, consent, or approval required to be obtained for any matter before the Association may be accomplished by electronic means.**
- b) **The Association or lot owners may perform any obligation or exercise any right under the Covenants, Bylaws, or other Association governing document by electronic means.**
- c) **Voting on, consent to, or approval of any matter before the Association may be conducted by electronic means provided a record is created of the vote, consent, or approval and such record is maintained in non-electronic form.**
- d) **The Association reserves the right to use the website for effecting formal notification to the ownership about the adaptation of rules or policies.**

Section 5. Association governance documents and minutes of all meetings are posted on the Association website where they may be downloaded at no charge. Anyone requesting hard copies of Association documents will be assessed a flat fee of \$100 plus \$50 per 30 minute increment for the time needed to retrieve, copy, and process the requested records.

Part E. Other Provisions

Section 1. For the purpose of maintaining communications with members, lot owners who sell their lots will notify the Property Owners' Association of the name and contact information of the purchaser prior to settlement.

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

Section 3. These covenants, except as may be provided below, shall run with the land, and shall be binding upon all lot owners and their successors in interest, invitees, heirs, and assigns, and all parties claiming through them.

Section 4. These covenants shall automatically extend for incremental periods of five (5) years each, unless changed in whole or in part by two-thirds vote of the then property owners of record of Potomac Bay Estates, in person or by proxy, in a meeting duly called for that purpose.

Approved by the membership of Potomac Bay Estates Property Owners' Association of Virginia, Inc.,

DATE (tbd)

Date _____

Joseph A Schlatter, Jr.

Secretary, Potomac Bay Estates Property Owners' Association