

STRATFORD HARBOUR

Restrictive Covenants

The following restrictive covenants apply to:

King's Grant Bluffs
Independence Shores
Nomini Cliffs
Haulover Shores
Currioman Bay Estates
Stratford Bay Estates
Sanford Shores
Machodoc Point
Light-Horse Forest

Those lots excepted in Article IIa are:

King's Grant Bluffs	Lots 153-188
Independence Shores	Lots 157-172
Nomini Cliffs	Lots 160-192
Haulover Shores	Lots 143-160, 202-221

Article III Light-Horse Forest and Independence Shores

In Light-Horse Forest and Independence Shores,
10 feet is required from and side lot line.

CERTIFICATE OF OWNER'S CONSENT TO SUBDIVISION

The undersigned does hereby dedicate for public use all the streets shown on said plat and does impose upon the lots contained in said subdivision the following restrictions, covenants, and reservations for the purpose of protecting property values and providing for the quiet and peaceful use of said lots in a desirable residential community, which restrictions, covenants and reservations shall run with title to the lots, except where specifically stated otherwise, and shall be binding upon the owners thereof and their successors in title.

1. USE

Every lot in this subdivision shall be used for single-family residential or recreation use only.

2. TYPE, SIZE AND CONSTRUCTION

The plans for any dwelling or other structure erected, placed or altered on any lot shall be approved in writing by the Building Control Committee prior to start of construction or placement. In event that approval is not given within 20 days of submission, the owner may commence construction in accordance with the following minimum standards:

- (a) All dwellings shall have a minimum enclosed living area of 720 square feet above grade, except Lots (excepted on page 1), which have a minimum of 1,000 square feet.
- (b) The exterior of all buildings must be completed within twelve months after start of construction.
- (c) All dwellings must have inside bathroom and toilet facilities.
- (d) Any garage or utility structure must be compatible in appearance to the previously constructed residence structure.
- (e) A permit for the installation of the septic tank system or other sanitary waste disposal device shall be obtained by the purchaser from the County Health Department before he can begin construction of any building.
- (f) No unsightly receptacle for the storage or disposal of garbage shall be placed on a lot.
- (g) No well shall be sunk on any residential lot.

Building Control Committee: The Building Control Committee shall consist of three members appointed by the developer. The Committee may designate one of its members to act in its behalf. In the event of resignation or death of any member, the remaining members shall appoint a replacement.

3. SETBACK

Any structure erected or placed on any lot in this subdivision shall be set back according to the front set-back line on the recorded plat. No structure shall be located nearer than five feet from any side lot line.*

4. SIGNS

No For Sale or advertising device of any kind shall be erected on any lot except at a new residence previously unoccupied which is offered for sale by the developer or builder, provided, however, that a single sign, not more than eight square feet in area and previously approved by the Building Control Committee, may be displayed by the owner of such lot, for such time and at such location as approved by said committee. Entrance upon any lot for removal of any sign in violation shall not be regarded as trespass.

5. EASEMENTS

Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within five feet of all rear and side lot lines and within fifteen feet from all front lot lines in this subdivision, including the right to go upon the premises as may be necessary to service, construct or maintain any such utilities or facilities.

If any owner of two adjoining lots erects a building near the center of two lots so that the building sits on the common lot line, the sideline restriction mentioned above shall automatically be inoperative as to the line upon which the building is erected.

6. ASSESSMENTS TO PROPERTY OWNER ASSOCIATION

Each owner of property subject to this declaration shall pay an annual assessment to the Stratford Harbour Property Owners Association.

- In LIGHT-HORSE FOREST and INDEPENDENCE SHORES – 10 feet required from any side lot line.

(a) Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in this subdivision and, in particular, for the improvement, maintenance of roads, facilities devoted to the common use and enjoyment of the owners, including payments to the developer for recreational facilities constructed and intended for the use and enjoyment of the owners, payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

(b) The annual assessment shall be \$55.00 per lot. One-third of such Assessment actually collected up to and including the year 1980 will be repaid to the developer for the recreational facilities, but only if, and when collected. If prior to the year 1980 the developer is repaid the cost of the recreational facilities, then the said one-third will revert to the use of the Property Owner's Association. After 1980 or after the repayment of the facilities, whichever is sooner, the basis and amount of the assessment may be increased or decreased by an affirmative two-thirds vote of the property owners. The quorum for such action shall be 60% of the property owners voting, either in person or by proxy, 30 days after written notice has set forth the purpose of such meeting.

(c) Annual assessments shall commence on the first day of April, 1970. Succeeding assessments shall be due and payable on the first day of April of each year thereafter. No adjustments or prorations of assessments shall be made.

(d) The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least 30 days in advance of each assessment due date. Such Assessment notice shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall be sent to every owner subject thereto.

(e) \$5.00 penalty fee shall be added to the assessment if not paid within 30 days after the due date and the Association may bring any action that it deems necessary to collect the amount due.

(f) Each lot in the subdivision and addition thereto, as provided in paragraph 9 below, with the exception of parcels described in clause 6(g) below, shall be subject to, and the owner thereof shall pay, such water rates, water availability charges and hook-up fees as shall hereafter be established by agreement or by recorded covenant or restriction or by government regulatory authority with jurisdiction over same, or any or all of such methods.

(g) The following property, subject to this declaration, shall be exempted from the assessments described herein: (a) common properties; (b) properties exempt from taxed by the laws of the State of Virginia, upon the terms and to the extent of such legal exemption; and (c) all properties owned by the developer, its successors and assigns and held by them or any of them for sale or resale. This clause shall not be altered or amended without the written consent of Developer or its successors as such, if any.

7. VARIANCES

The intent of the foregoing restriction is to insure the use of the lots in this subdivision for attractive residential purposes, to prevent nuisances, to prevent imperilment of the attractiveness of the property, to maintain the desirability of the community and thereby to secure each property owner the full benefits and enjoyment of his property with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners. Any reasonable change, modification or addition to the within restrictions shall be submitted in writing, to the abutting lot owners, and if so consented to in writing, shall be recorded, and when recorded shall be as binding as the original restrictions. Variances not so consented to in writing may be prosecuted in any court of proper jurisdiction by action of any person owning property subject to these restrictions.

8. INVALIDATION OR AMENDMENT

These covenants, or any of them, may be altered, amended or abolished by recordation of an instrument signed by the owners of record of a majority of lots in the subdivision altering, amending or abolishing said covenants in whole or in part, except those set forth in paragraphs 2 (e) and 6 above, which shall only be altered as therein provided. Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

9. ADDITIONS OF OTHER LANDS

The developer, its successors or assigns, shall have the right to subdivide additional lands now owned or hereafter acquired by it in the same community, and to require lot owners therein to be similarly assessed by and eligible for membership in the Stratford Harbour Property Owners Association.

10. WELL LOT

Anything hereinabove contained to the contrary notwithstanding, the undersigned hereby reserves the right to set aside and use one or more of the lots in said subdivision for the purpose of sinking a well and construction a pump house containing water pumping facilities to serve the lots in said subdivision and in future subdivisions adjacent thereto.

11. PROPOSED SHOPPING AREA (APPLIES TO MACHODOC POINT ONLY)

Anything hereinabove contained to the contrary notwithstanding, the 9.95 acre area shown on sheet 2 of the plat of Machodoc Point labeled "Proposed Shopping Area," is set aside for business use and shall be used for business and commercial purposes related to the servicing of the business and commercial needs of the people in the general area of the subdivisions generally known as "Stratford Harbour," and any restrictions inconsistent with such use are hereby made inapplicable to the said area, then the provisions as to assessments set forth in numbered paragraph 6 on page 3, et seq. hereof do not apply to the area aforementioned.

12. INDEPENDENCE LAKE (APPLIES TO MACHODOC POINT ONLY)

Anything hereinabove to the contrary notwithstanding, the provisions of paragraphs numbered 1 through 7, hereinabove, shall not apply to the area designated as Independence Lake on the plat of Machodoc Point.

13. RECREATIONAL LOTS (APPLIES TO STRATFORD BAY ESTATES ONLY)

Notwithstanding any other provisions herein those lots designated as recreational lots shall not be used for residential purposes.

Copy of the plat of survey and subdivision hereinabove referred to having been submitted to and approved by the Westmoreland County Planning Commissions and the Westmoreland County Board of Supervisors, as required by law, the bond required by the Westmoreland County Subdivision Ordinance having been entered into, and the requisites of said Subdivision Ordinance having otherwise been complied with, it is intended that an enlarged copy of the said plat of subdivision be filed simultaneously herewith in the aforementioned Clerk's Office for recordation in the Subdivision Plat Book.

IN WITNESS WHEREOF, American Central Corporation of Virginia has, this 14th day of November, 1969, caused this instrument to be executed by its Vice President, the corporate seal affixed, and attested by the signature of its Assistant Secretary, both of said officers having been authorized and empowered so to do by resolution of the Board of Directors of said Corporation adopted on the 7th day of April, 1969, a copy of which is recorded in the aforementioned Clerk's Office in Deed Book 213, at page 739.

AMERICAN CENTRAL CORPORATION OF VIRGINIA