

AQUIA HARBOUR PROPERTY OWNERS ASSOCIATION, INC.

RESTRICTIONS AND COVENANTS

1. Use

Said lots shall be used exclusively for residential purposes except those lots that may be designated, subjected to rezoning (if any) and zoned as business or commercial areas on the plats by Aquia Corporation.

2. Architectural Control Committee

(a) All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alternations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Architectural Control Committee, as the same is from time to time composed and a Stafford County Building permit is required.

(b) The Committee shall be composed of three (3) members to be appointed by Aquia Corporation and any vacancies from time to time existing shall be filled by appointment of Aquia Corporation or in the event of Aquia Corporation's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Aquia Property Owners Association, Inc., (hereinafter called "Association"); provided, however, that at any time hereafter the Aquia Corporation may, at its sole option, relinquish to the Board of Directors of the Association the power of appointment and removal reserved herein by the Aquia Corporation. Such transfer of power must be evidenced in writing.

(c) There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting.

(d) The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

(e) The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto or the owners thereof. The decisions of the Committee shall be final.

(f) Neither the Committee nor any architect or agent thereof or of the Aquia Corporation shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

(g) When a residence constructed on any lot has been substantially completed and no suit has been filed with the purpose of enjoining the construction thereof or seeking the enforcement of any of the foregoing provisions, then it shall be conclusively presumed that such residence has been constructed in full compliance with said provisions.

3. Building Restrictions: Size, Set Backs, Requirements and Prohibitions

(a) No residence shall have less than 1200 square feet of fully enclosed ground floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages carports, and other outbuildings).

(b) Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. If more than one lot is used for construction of a dwelling house such combined lots shall be considered as one lot for the purpose of these restrictions. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding, or similar material on outside walls. No house trailer, campers, tents, shacks, or similar structure shall be erected, moved to or placed upon said premises. All building exteriors must be completed within six (6) months from the date the construction commences.

(c) No porch or projection on any part of any building shall extend nearer than forty (40) feet to any private roadway rights-of-way, or nearer than ten (10) feet to the property line of any abutting property owner, nor within fifty (50) feet from the mean high water line of Aquia Creek.

(d) Any used or second hand materials to be employed in construction shall be designed as such in the specifications and subject to the approval of the Architectural Control Committee. No used structure shall be located or placed on any lot.

(e) Any building or structure on any lot in the subdivision which may be destroyed in whole or in part by fire, windstorm or from any other cause, must be rebuilt or all debris removed (and excavation refilled) and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

4. Nuisance and General Prohibitions and Requirements

(a) No noxious, illegal or offensive activities shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

(b) No animals, fowl, or livestock shall be kept or maintained on said lot except a reasonable number of household pets.

(c) No signs of any kind shall be displayed on any lot without the written permission of Aquia Corporation, or its successors or assigns.

(d) All lots must be kept in a tidy manner and maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. No stripped down, partially wrecked, or junk motor vehicle or sizeable part thereof, and no bus or tuck for storage purposes shall be permitted to be parked on any private roadway in the subdivision or on any lot in such manner as to be visible to the occupants of the lots within the subdivision. Failure to do so will result in the maintenance of said lot and/or removal of the herein described items by the Property Owners Association in which event a proper charge for same will be levied, and collected as provided in Restriction Number 7 hereof.

(e) No lots shall be used as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary or sightly condition. During the construction of improvements, no trash shall be burned on any lot except in a safe incinerator, and unless so burned, shall be moved by the lot owner at his expense.

(f) There shall be no access to any lot on the perimeter of the Subdivision except from designated roadways within the Subdivision.

5. Boat Docks

No boat docks, floats, or other structures extending into Aquia Creek or its tributaries shall be constructed or placed into or on said Creek, or its tributaries, without prior written approval of the Architectural Control Committee; also required shall be compliance with the regulations of the United States Army Corps of Engineers governing application for and issuance of permits for such structures.

6. Utility Easements

Aquia Corporation, for itself, its successors, and licensees reserves a fifteen (15) foot wide easement along all private roadway rights of way and a ten (10) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating, and maintaining utility lines and mains thereon, together with the right to trim, and/or cut or remove trees and/or brush and the right to locate guy wires, braces, and anchors whenever necessary for said installation, operations, or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Exceptions: (1) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned ten (10) foot easement unless it is shown on recorded plats; (2) no easement shall exist on that portion of any water front lot running along or abutting the shoreline of Aquia Creek or its tributaries unless shown on the recorded plats, except, however, Aquia Corporation, for itself, its successors, assigns and licensees, reserves the right to cause or permit drainage of surface waters over and/or through said lots.

Aquia Corporation, its successors or assigns, reserves an easement on, over or under all private roadway rights of way for the purpose of installing, operating, and maintaining the above mentioned utilities and drainage. The owners of said property shall have no cause of action against Aquia Corporation, its successors, assigns or licensees, either at law or in equity, excepting in case of willful negligence, by reason of any damage caused said property in installing, operating, removing or maintaining the above mentioned installation. Aquia Corporation, its successors and assigns, reserves all mineral rights to the land hereto.

7. Maintenance Fees, Limitation of Sales, Aquia Property Owners Association Incorporated.

Each lot owner in the Aquia Corporation Development shall be subject to an annual charge of \$60.00 which he agrees to pay to the Aquia Property Owners Association, Incorporated, its successors and assigns, annually on the first day of July commencing in the year following the date of the Agreement to Purchase, for the maintenance and upkeep of the private roadways and the various areas reserved for the use of the property owners, irrespective of whether the privileges of using such areas are exercised or not. Lot owner agrees that the use of any of the above mentioned areas shall be subject to approval of lot owner, his heirs, executors or assigns, for membership in Aquia Property Owners Association, Incorporated, as herein provided and to comply with all rules and regulations from time to time promulgated by said Association. Lot owner, for himself, his heirs, executors and assigns, further agrees that the charges set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise, and that upon the conveyance of any part of the land described herein, the purchase thereof and each and every successive owner and/or owners shall, from time of acquiring title, covenant and agree, as aforesaid, to pay the Aquia Property Owners Association, Incorporated, its successors and assigns, all charges past and/or future as provide in, strict accordance with the terms and provisions hereof.

The Association shall have the right to suspend the voting right (if any) and the right to use the recreational facilities of the Association of any member (or associate member):

(a) For any period during which any Association charges owed by the member (or associate member) remain unpaid.

(b) During the period of any continuing violation of the restrictive covenants of the Subdivision, after the existence of the violation shall have been declared by the Association.

(c) During the period that any bills for water and sewer service rendered to the member (or association member) remain unpaid.

8. Water Supply, Sewerage, and Sanitation Requirements

No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter into Aquia Creek or its tributaries. Each dwelling shall be serviced by the Central Water System and Central System provided, or to be provided by the Aquia Sanitary District, or others. No individual water wells shall be allowed on any residential lot and each resident shall use the water supply from the public utility supplying water to the Subdivision. Water and sanitary sewer utilities are available from and controlled by the Aquia Sanitary District.

Connection to the water and sanitary sewer utilities as well as charges and fees for use are outlined in and regulated by an ordinance which has been or will be enacted by the Board of Supervisors of Stafford County, Virginia, and entitled, "An ordinance establishing an operating policy for the Aquia Sanitary District of Stafford County, Virginia," and hereby incorporated in and expressly made a part of these restrictions by reference.

9. Covenants Running With the Land, Duration of Restrictions

These restrictions shall be considered covenants running with the land shall bind all lot owners, their heirs, executors, administrations, successors and assigns until January 1, 2039. The restrictions contained in paragraphs 2 and 3 and the provisions of paragraph 7 as respects the amount of annual maintenance charges may be altered or amended after January 1, 1974, with the written consent of at least two-thirds of the lot owners in Aquia Harbour Subdivision. All of the rest of the restrictions, including paragraph 7 except as to the amount of the annual maintenance charges, shall remain in effect as written until January 2039. It is the specific intent of these restrictions that all of the private roadways in Aquia Harbour Subdivision remain private and that the maintenance thereof shall be at the expense of the lot owners until January 1, 2039 or later.

Any lot owner, as well as Aquia Property Owners Association, Inc., shall have the right to bring suit in an appropriate court for an injunction to restrain any person violating or attempting to violate the foregoing restrictions and for money damages resulting from such violations.

Invalidation of one or more of these restrictions by any court shall in no way alter or affect the other provisions hereof which shall thereafter remain in full force and effect.