

**OYSTER BAY II COMMUNITY  
PROPERTY OWNERS' ASSOCIATION  
DECLARATION OF COVENANTS AND RESTRICTIONS  
[Including all revisions thereto approved and ratified through November 8, 2022]**

**A. ASSOCIATION.**

1. All owners of lots on four plats entitled Oyster Bay Community, Section II, Subdivisions "A", "B", "C" and "D" shall be Members of the Oyster Bay II Community Property Owners Association, hereinafter referred to as the "Association".
2. The Association shall be governed by a Board of Directors and shall be responsible for the enforcement of these Covenants and Restrictions, maintenance, repair and upkeep of the common areas of the Community, the preservation of the general appearance of the Community, and any other functions which a simple majority of the Members in Good Standing at any given time may deem to be in the best interests of the Oyster Bay II Community. [*This section revised October 22, 2005.*]
3. The Association is a non-stock, non-profit corporation, registered in the State of Virginia. Membership dues and funding, if any, shall be effected by the authority of the Membership without profit to any individual.
4. The Association shall be in compliance with the provisions of the Virginia Property Owners Association Act as defined in Title 55, Chapter 26 of the Code of the State of Virginia. [*This section added October 25, 2014*]

**B. ARCHITECTURAL COMMITTEE.**

1. There shall be created an "Oyster Bay II Community Architectural Committee". This Committee shall be comprised of three Members and may have other duties as assigned by the Board of Directors. Members of the Committee shall be recommended by the President and approved by the Board of Directors.
2. The Committee shall develop and maintain review procedures for building plans and shall review construction plans and monitor building construction to verify compliance. (*This section added October 22, 2016*)
3. The Committee shall be governed by these Covenants and Restrictions and shall monitor Community activities to assure compliance. The decisions of the Committee shall be binding in all respects. (*This section revised October 22, 2016*)

**C. LAND USE.**

1. No lot shall be used except for residential purposes.

2. No advertising, signs, or billboards of any type, other than "FOR SALE" or "FOR RENT" signs not exceeding three (3) feet by three (3) feet in size, shall be erected without the prior express written consent of the Committee. During the building process, a builder's sign may be displayed. (*This section revised November 8, 2022*)
3. No building shall be located on any lot nearer than fifteen (15') feet to the front lot line nor nearer than ten (10') feet to the side and rear lot lines unless otherwise specifically approved by the Committee.
4. No swimming pools of any kind, whether temporary or permanent, are permitted to be erected or used on any lot. [*This section added October 22, 2005.*]

#### D. BUILDING CONTROL.

1. No building shall be erected, altered, placed or permitted to remain on any lot as a residence other than one detached single family dwelling. [*This section revised October 25, 2014*]
2. All plans, specifications, drawings, artists' conceptions or other documents for any building to be constructed or erected upon a lot within the Oyster Bay II Community shall first be presented to the Committee which may approve, reject, or suggest modifications which may result in acceptance thereof. Written approval of said plans must be obtained from the Committee prior to any construction.
3. No building shall be erected which has a total enclosed living area of less than twelve hundred square feet (1,200 s.f.) or which exceeds three (3) stories in height from ground level or which has a private garage for more than two (2) cars. The enclosed living area is considered not to include porches, decks or similar structures. These requirements may be waived only with the express written consent from the Committee.
4. Subsequent to such time as construction plans are approved by the Committee and construction is actually commenced, the structure must be substantially completed within a period of twelve (12) months and no structure shall be occupied until it has been issued a Certificate of Occupancy. (*This section revised November 8, 2022*)
5. All residential dwellings in the Community shall meet the requirements for obtaining flood insurance.

#### E. TEMPORARY STRUCTURES.

1. No temporary structure of any kind shall be constructed or allowed to remain on any lot at any time without the prior approval of the Committee.
2. Further, no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other out-building shall be constructed or be allowed to remain on any lot at any time as a residence either temporarily or permanently.

#### F. LOT MAINTENANCE.

1. All owners of lots and residential buildings are expected to maintain the appearance of their property. Residential buildings, including houses, accessory structures and attached or unattached garages, whether occupied or unoccupied, shall be maintained in such manner as to prevent their becoming unsightly or pose a safety or health risk by reason of lack of routine, normal maintenance. All lots shall be kept free of excessive growth and accumulation of rubbish or debris. Lots with homes, whether occupied or unoccupied, shall be maintained and kept mowed. It is specifically provided that if any such condition exists for a period in excess of thirty (30) days after having been brought to the attention of the owner, that the Board of Directors shall cause such condition to be remedied, and shall bill the owner for any expenses incurred in correcting the situation. Said bill, if unpaid for a period of thirty (30) days shall incur the same penalties and interest as stipulated in Article XII, Section 4 of the By-Laws of the Association. If, after a period of one-hundred-and-eighty (180) days the charges remain unpaid, the Association may place a lien upon the lot involved.  
*(This section revised December 10, 2013)*

#### G. SCREENING OF FUEL STORAGE AND TRASH RECEPTACLES.

1. Every tank for the storage of fuel installed outside any building on any lot shall be screened to the satisfaction of the Committee. *(This section revised November 8, 2022)*
2. Garbage receptacles shall be placed to limit visibility from the street. *(This section revised November 8, 2022)*

#### H. WATER USAGE. *[This section revised October 25, 2014]*

1. All residences which utilize the Community central sewerage facilities shall minimize water usage in order to minimize the service load upon the sewerage facilities. Such water-saving measures as follows shall be mandatory:
  - a. Garbage disposals shall not be used.
  - b. Water-saving toilets, shower heads and faucets, as appropriate, shall be utilized.

#### I. ANNUAL ASSESSMENTS. *[Title revised October 25, 2014]*

1. Creation of the Lien and Personal Obligation of Assessments. Each member is deemed to covenant and agrees to pay to the Association annual assessments or charges. The annual assessments, together with such interest thereon and costs of collection and any legal fees thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was

the Owner of Record of such property at the time when the assessment fees were due and payable and that, upon the conveyance of any lot, the purchasers thereof and each and every successive owner or owners shall, from time of acquiring title, covenant and agree to pay the Association.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting and maintaining the recreation, health, safety and welfare of the owners of the lots and, in particular, for the improvement and maintenance of facilities devoted to the common use and enjoyment of the members.
3. Payment of Assessments. Annual assessments of such sum as may be determined by the Board of Directors shall be paid to the Association by the dates as specified and published in the Oyster Bay II Community Fee Schedule. When ownership of a lot is transferred, it shall be the responsibility of the seller to pay the full annual assessment levied for the year in which the transfer occurs. In the event any past assessments are unpaid at the time ownership of a lot is transferred, the seller shall be liable for such assessments. A certificate is available from the Association, upon request by the purchaser, which states the amount of any past due assessments and charges due to the Association by the seller. *(This section revised November 8, 2022)*
4. Effect of Non-Payment of Assessments. Any assessments which are not paid when due shall be delinquent. Non-receipt of a dues notice or reminder shall not constitute justification for non-payment of Dues. If the Dues payment is not received by the last day of the month in which they are due the assessment shall be delinquent. Delinquent assessments shall be subject to a late payment penalty and to interest at rates specified by the Association, from the due date to the last day of the month in which payment is received and shall be subject to such additional penalties as may be established by the Association. *(This section revised November 8, 2022)*
5. The Association may bring an action at law against the member personally obligated to pay the assessment or foreclose a lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, or by abandonment of his lot.
6. Exempt Property. The following property subject to the declaration shall be exempt from the assessments created therein:
  - a. All properties dedicated to and accepted by a local public authority, and
  - b. The Common Areas.

J. FEES. *(This section added October 25, 2014)*

1. Builder Impact Fee. All builders in the community shall be subject to a builder impact fee in an amount determined by the Board of Directors of the Association and announced in a fee schedule distributed to all Association members. *(This section revised October 22, 2016)*

2. Determination of Fee Amount. Factors to be used by the Board of Directors in determining the fee amount shall include assessment of the impact of construction on Community facilities and assessment of the ability to mitigate building impacts through Annual Assessments levied in accordance with Section I. *(This section revised October 22, 2016)*
3. Purpose of Fees. Builder impact fees levied by the Association shall be used exclusively for the purpose of maintaining and improving community common areas and facilities devoted to the use and enjoyment of the members.
4. Responsibility for Payment. Payment of the builder impact fee shall be a condition of approval of building plans as required in Section D.2. The Association member who owns the building site shall be responsible for assuring that the impact fee is paid during the building plan approval process.
5. Effect of Non-Payment. Committee approval of building plans shall not be provided until the builder impact fee is paid. If, for any reason, a builder impact fee is not paid when due and building construction proceeds without Committee approval, the fee shall be deemed delinquent. Delinquent fees shall be subject to a late payment penalty and to interest at rates specified by the Association, from the due date to the last day of the month in which payment is received.
6. Creation of the Lien and Personal Obligation of Assessments. Fees, together with such interest thereon and costs of collection and any legal fees thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such fee, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of Record of such property at the time when the assessment and fees were due and payable and that, upon the conveyance of any lot, shall be payable upon transfer of title to the property.
7. The Association may bring an action at law against the member personally obligated to pay the fees or foreclose a lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, or by abandonment of his lot.

K. OYSTER BAY II COMMUNITY SEWERAGE FACILITIES. All lot owners who are customers of the Oyster Bay Water and Sewer Company, Inc. shall comply with the applicable Rates, Rules, and Regulations of the Company and shall be subject to such rules, regulations, charges and penalties which may apply.

L. FIREWORKS. Fireworks are prohibited in this community.

M. VEHICLES. *[This section added October 21, 2000]*

1. No commercial vehicles greater than one (1) ton or commercial trailers are to be garaged or parked within the confines of the Association on a regular basis.
2. No inoperable vehicles are to remain within the confines of the Association for more than thirty (30) consecutive days.

N. WATERCRAFT. No motorized watercraft are permitted on the Association's lakes or ponds.  
[*This section added October 21, 2000.*]

O. USE OF COMMUNITY PROPERTY. [*This section added October 22, 2005.*]

1. No private docks, piers or platforms are permitted on Association property, including the Association's lakes and ponds.
2. No swimming is permitted in the Association's lakes and ponds.