



Declaration of Covenants and
Restrictions

DRUMMONDS FIELD
on the James
Homeowners Association

PROTECTIVE COVENANTS
OF
DRUMMONDS FIELD ON THE JAMES

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GENERAL PROVISIONS

Section I. Introduction

Drummonds Field On The James has been planned as a residential neighborhood of the highest quality. It offers beautiful and well-maintained surroundings, large Lots, and residences of distinctive character and architectural beauty.

It is the intention of the Drummonds Field On The James Homeowners Association (DFJHA) that the Community be maintained and regulated in such a way as to protect and preserve all of these qualities for the good of the majority of the inhabitants of Drummonds Field.

Section II. Lot Owner Acceptance

The following restrictive covenants in this document are imposed on all deeds and so registered with James City County. All homeowners in Drummonds Field must agree to these covenants in writing before taking title, including subsequent Owners in the event of resale of any property. Such agreement includes acceptance of the right of the DFJHA to enforce adherence to the covenants and to levy penalties upon violations.

Any lease holder or rental tenant shall conform to these covenants. The property Owner is responsible for the inclusion of these covenants in any lease agreement and for insuring their compliance.

Section III. Drummonds Field On The James Homeowners Association (DFJHA)

1. All Lot Owners will automatically become members of the Drummonds Field Homeowners Association without initiation fee and shall agree to subsequently pay reasonable dues annually and to be subject to the rules and regulations of the DFJHA which will be published separately from the covenants. The amount of dues, which will be applied primarily to maintain Drummonds Field Common

Areas and facilities, will be established by the DFJHA. The Owner does not have the right to refuse membership or to withdraw from membership in subsequent years. This rule is enforceable by fines and liens on the property.

2. It shall be the responsibility of the DFJHA to insure that these foregoing conditions and restrictions are complied with and to take appropriate action against any individual who violates them. In all cases, however, the first efforts will be to settle the matter amicably by common sense discussion and negotiation. Such action may include direct correction of the conditions, fines or assessments to cover same, recovery of damages and/or legal action. Violators of DFJHA covenants and restrictions will be responsible for legal fees incurred by the Association in enforcing this document.

Section IV. Terms and Amendments

These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2015, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a vote of 3/4 of Lot Owners of record. Said Lot Owners must have association dues paid in full with no outstanding fines or assessments. Such amendment shall have attached to it a copy of the regulation of the DFJHA attesting to the affirmative action of the requisite number of Owners required to effect such amendment, certified by the Secretary of the DFJHA.

Section V. Severability

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision. If any provision shall be held by a Court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

ARTICLE II

DEFINITIONS

The capitalized terms used herein or in the Bylaws shall have the meanings specified for such terms below.

1. "Association" or "DFJHA" shall mean and refer to the Drummonds Field On The James Homeowners Association, its successors and assigns.
2. "Bylaws" shall mean the Bylaws of the Association.
3. "Committee" or "AEC" shall mean the Architectural and Environmental Control Committee.
4. "Common Area" shall mean and refer to those areas of land now or hereafter conveyed to the Association or shown on any recorded subdivision plat of the Properties and improvements thereon (entrance + 70 foot right of way at pier), which are intended to be devoted to the common use and enjoyment of the Members.
5. "Declaration of Protective Covenants and Restrictions" hereinafter "Declaration," shall mean and refer to the document containing rules and regulations and policies adopted by the Drummonds Field On The James Homeowners Association as same may be from time to time amended.
6. "Development" shall mean Drummonds Field On The James as the same may be shown on maps or plats thereof recorded from time to time in the Clerk's Office.
7. "Improvements" shall mean all buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges and any other structure of any kind.
8. "Living Unit" shall mean a single family structure.
9. "Lot" shall mean any numbered Lot designated on the Plat.
10. "Owner" and/or "Member" shall mean any persons, corporation, or other legal entity, including Drummonds Field On The James, who holds fee simply title to any Lot or Parcel.
11. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

12. "Plat" shall mean the maps or plats of Drummonds Field On The James as they are from time to time recorded in the Clerk's Office.
13. "Single Family" shall mean only persons related by blood, lawful marriage, or legal adoption, or a group of not more than two (2) adult persons not related.
14. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be recorded by the Drummonds Field On The James Homeowners Association.

COMMON AREA

Section I. Introduction

The Common Area is made up of the following property which was recorded on the original Subdivision Plat filed in James City County.

- A. Entrance - a 50 foot protective easement paralleling the Virginia Department of Transportation Right of Way along Greensprings Road between Derby Lane on the west and the back property line of Lot 29, Section 1 on the east. The area includes the brick entrances and fencing.
- B. Beach and Walkway - a recreational easement to access and use 70 feet (by 85 feet) of the James River Beach. Included is a walkway from Manion Drive to the pier, located on the east side of Lot 6 and the west side of Lot 7, both in Section 1.
- C. Pier - a conveyance from the Developer of a 285 foot wooden pier running perpendicular to the James River shoreline appurtenant to Lots 6 and 7, Section 1.

Section II. Use

The use and enjoyment of Common Areas and improvements thereon shall be subject to the powers of the Association as set forth in its Articles and Bylaws, and to rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Association. Anyone using the Common Areas must be an Owner, Member or a verifiable guest of an Owner or Member. The Owner/Member will be held responsible for any damages to the Common Areas.

Section III. Association Rights

The Members' use of the Common Areas shall be subject to the following:

- A. The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area by guests of Owners and Members.
- B. The right of the Association to suspend the use by an Owner or Member of any portion of its facilities for any period during which an assessment against his Lot remains unpaid for more than thirty (30) days after notice.
- C. Glass containers are prohibited in Common Area grounds and facilities.
- D. Committee approval is necessary if an Owner or Member will have more than fifteen (15) guests at any one time on Common Area grounds or improvements.

Section IV. Maintenance

It is the responsibility of the Association to maintain the dock, beach and all other Common Areas in good repair on a regularly scheduled basis.

ARTICLE IV
ASSESSMENTS

Section I. General

Pursuant to the powers granted to it in its Articles and Bylaws, the Association is hereby expressly authorized and empowered to levy annual assessments against all Lots in the Development.

Paragraph A. has been changed by an amendment, recorded March 7, 2006. Sentence 3 now reads: **"The amount of the annual assessment may be changed with the concurrence of 60% of the members in good standing, voting in person or by proxy, at the Annual Meeting of Members or at a Special Meeting of the Members called to vote to change the annual assessment."**

- A. Amount. The amount of the annual assessment will be established as a normal part of the budget process. The Association shall establish and approve budgets, Association fees, and assessments annually. ~~The amount of the fees/assessments is subject to yearly adjustments by a vote of 3/4 of eligible DFJHA members.~~ These annual assessments will be due January 1 and are to be made in check form to the Drummonds Field On The James Homeowners Association (DFJHA), P.O. Box 1771, Williamsburg, VA 23187-1771.
- B. Collection and Lien. The amount of the assessment levied by the Association shall be paid on or before the date or dates fixed by resolution of the Association. If not so paid, the amount of such assessment, plus any other charges thereon, including interest at the maximum limit provided by law per annum from date of delinquency, and cost of collection, including attorney's fees, if any, shall constitute and become an equitable lien on the Lot when due. The recording of this document is sufficient notice to Lot Owners.
- C. Priority of Lien. Conveyance of a Lot shall not effect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessments.
- D. Enforcement. The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any Owner owing money to it. Each person to whose benefit this Declaration inures, including the

Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of the Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

- E. Suspension of Privileges. The Association may suspend all voting rights, if any, and all rights to use the Association's property of any Owner for any period during which any Association assessment or other obligation remains unpaid, or during the period such Owner after the existence thereof has been declared by the Board.
- F. Cumulative Rights; Waiver. Remedies specified herein are cumulative, and any specifications of them shall not be taken to preclude an aggrieved party resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy with respect to a violation of any provision of the Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

SITE DESIGN STANDARDS

Section I. Land Use and Maintenance

- A. Lot Development. All Lots within Drummonds Field shall be developed and maintained in accordance with the Declaration. The natural beauty of the land shall be protected and preserved to the greatest extent possible.
- B. Grade of Land. The natural grade of the land shall not be altered without prior approval of the Association.
- C. Trees. No trees in excess of six (6) inches in diameter at a point two (2) feet above ground level shall be removed without prior approval of the Association.
- D. Lawns. Areas converted to lawn and other landscaped areas shall be maintained in a neat and attractive state.
- E. Maintenance of Lots. All Lots and Parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. This includes grass cutting (1 ft. maximum height), litter and trash removal and maintenance of a generally appealing Lot. If not so maintained, the Association shall have the right, through its agents and employees, to do so, the cost of which shall be added to and become a lien upon said Lot, and shall be enforceable by the Association. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work so performed.
- F. Ditches and Swales. Each Owner shall keep drainage ditches and swales located on his Lot or Parcel free and unobstructed and in good repair, and shall provide for the installation of such culverts upon his Lot or Parcel as may be reasonably required for proper drainage. The Association shall not be liable for damages caused by erosion.

- G. Single Family Homes. All of the numbered Lots shall be used exclusively for residential purposes with only one single family residence per Lot. No additional adjacent or connected buildings to house additional persons for rent will be permitted.
- H. Businesses. No business shall be conducted from these residences or on these Lots wherein any evidence of said business is visible from without the residence. Neither may any home business generate a stream of traffic so as to constitute a nuisance to the neighbors.
- I. Subdividing. No Lots shall be subdivided.
- J. Animals. No animals, livestock, or poultry of any kind may be kept on any Lot except dogs, cats, or other household pets, provided they are not kept, bred or maintained for any commercial purpose. No family shall have more than a total of three (3) outside dogs and cats. Animals must be properly managed so as not to be a nuisance to neighbors due to barking or trespassing. James City County "leash laws" shall be enforced.
- K. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish or maintained for any commercial purpose. During construction, the area will be kept in a reasonably clean and neat condition by the builder. After occupancy, the property shall be kept in a good state of maintenance by the Owner. Trash, garbage and other waste shall not be kept, except in sanitary containers which shall be enclosed in a screening structure or shall be installed underground. Incinerators will not be permitted and all trash and refuse must be picked up and hauled away.
- L. Easements. Easements shown on the Plan for streets, drainage, utilities, screening, beautification or recreation are for the benefit of the residents of Drummonds Field and may be changed only by the County of James City upon request of the Association.

Section II. Fencing

- A. Design. All fencing should reflect the detailing, style, color and character of the house. Fences are occasionally a necessity for pool enclosures, pets, and visual screening, and are sometimes desired for landscaping. They should always, however, be designed as an integral part of your site development, with respect for views from both inside and outside your Lot. All designs shall be submitted for Committee approval.
- B. Materials. Fences shall be board, picket, post & rail, or brick with wood or wrought iron. Chain link shall not be allowed. Black coated wire grid fencing, when set within post & rail or clipped hedges, may be approved in particular circumstances.
- C. Height. Maximum height of fencing shall generally be four (4) feet above grade. Limited areas of privacy fence up to six (6) feet in height may be approved by the Committee.

Section III. Site Features and Improvements

The following construction and site features require Committee review prior to installation. These items should be considered in the initial planning and design of your Lot.

- A. Screening Equipment. HVAC equipment, utility meters, trash cans, and recycling bins must be screened from view with wood or other approved screen.
- B. Swimming Pools. Above-ground pools shall not be permitted. In-ground swimming pools should be of moderate size and must be sited behind the main mass of the house, whenever possible, with minimal disruption of natural grades. All pools must have fencing and be screened from view. Swimming pool drainage must be approved by the Committee.
- C. Outdoor Recreation Equipment. Outdoor recreation equipment should not interfere with your neighbors and should be well-maintained.

- D. Outdoor Lighting. Well-designed outdoor lighting is encouraged, but must be planned with the architectural and landscaping design. Lighting on the house should be in keeping with the style of the house.
- E. Other Decorative and Site Appurtenances. In order to preserve street views, other appurtenances such as fountains, bird baths, bug zappers or free-standing bird houses are discouraged in front yards.
- F. Clothes Lines. No clothes lines will be permitted unless screened from the front street view.
- G. Signs. No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.
- H. Mailboxes and Newspaper Receptacles. All mailboxes are to be approved by the U.S. Postal Service. No metal stakes for newspaper receptacles are permitted. Both boxes must be mounted on one (1) wooden post. It being the intent that all such receptacles or boxes be similar and consistent with the character of the Development and maintained in good repair.
- I. Window Air-conditioners. No window air-conditioner units are permitted.
- J. Other Prohibitions. Exterior solar panels, television antenna, radio antenna (short wave, citizen band, etc.) and satellite dishes, either roof-mounted or otherwise, are prohibited unless approved by the Committee.

Section IV. Vehicles

- A. Overnight Parking. Overnight parking in the street will not be permitted except on an emergency basis.
- B. Parking on Premises. No more than three (3) ungaraged vehicles will be permitted to be consistently parked on the premises, unless in

daily use by household members. All vehicles must be parked in the driveway or parking apron off the driveway, and have current license plates/registration.

- C. Recreational Vehicles and Boats. All RV's, vans and boats, too large to garage, must be stored with suitable screening. Trailers, buses, and trucks over 1 1/2 tons are not permitted.
- D. Vehicle Maintenance. No major vehicle maintenance or overhaul of ungaraged vehicles will be permitted if unsightly and requiring more than two (2) days.
- E. Other Vehicles. Motorcycles, trail bikes and mopeds may be used only on established roadways.

Section V. Enforcement

If a violation of the Article occurs, a member of the AEC will contact the Lot Owner in order to resolve the situation. It is the desire of the Association to attempt to resolve all disputes in a fair and reasonable manner. However, Virginia Statute provides for a \$50.00 fine for violation of the Association's Covenants and Restrictions. Also, an additional fine of \$10.00 per day will be assessed if the violation persists.

ARTICLE VI

ARCHITECTURAL AND ENVIRONMENTAL STANDARDS

Section I. Architectural and Environmental Committee

- A. Appointment/Duties. The Drummonds Field On The James Architectural and Environmental Committee (AEC) is appointed annually by the Association and chartered to enforce the Protective Covenants pertaining to construction in the Development. The chairman of the AEC shall be elected by the Association on an annual basis. The Association officers will annually appoint an AEC composed of five (5) resident property Owners. At least one (1) appointee shall be a qualified member of the allied physical design professions (i.e., civil engineer, architect, land planner, etc.). This AEC will act on behalf of the Association in all matters relating to architecture, construction and the environment in the Development, and shall be the ultimate source of any Protective Covenant issue dispute or appeal.
- B. Requirements. All improvements constructed on any Lot or Parcel, as well as any alteration or addition thereto, or changes in color, must first have the written approval of the AEC prior to commencement of construction (see Exhibit A). Such approval shall be granted only after written application has been made to the AEC in the manner and form prescribed by it. The AEC shall retain one (1) set of plans and specifications until the approved construction, alterations or improvements are completed. If no action is taken by the AEC within thirty (30) days after receipt of all required material, approval shall not be required and this paragraph shall be deemed fully satisfied.

Section II. Architectural Review Procedure

The procedure for review of architecture, landscaping, and siting follows a two-step process: the Pre-design Meeting and the Formal Submission.

- A. Step One: Pre-design Meeting. Schedule a Pre-design Meeting with one or more representatives of the Committee as early as possible in the design process, before the architect or builder has begun final drawings for the proposed home.

The purpose of the Pre-design Meeting is to review the Architectural Standards and Site Design Standards and to discuss design ideas for the specific home and Lot. If possible, the architect or builder should attend the meeting. Be prepared to submit the following at the meeting:

1. The Pre-Design Data Sheet (Exhibit A).
2. Photographs, sketches, printed material, or anything else that would help describe the type of house to be built.
3. Any questions concerning the Design Standards, construction procedures or the review process.

A recap of the Pre-design Meeting and any further recommendations from the representative(s) of the Committee will be completed within five (5) working days after the meeting.

- B. Step Two: The Formal Submission. Prior to clearing the Lot or starting construction, a Formal Submission of the proposed home must be made to the Committee for review. If desired, the proposal may be submitted in person, or by the architect or builder. No one is required to be present, however, in order for the Committee to review the submission.

The Formal Submission must include the following:

1. Completed Application and Checklist. (Exhibit B)
2. Two (2) copies of Site and Landscape Drawing. (Exhibit C)
3. Two (2) copies of Architectural Drawings. (Exhibit D)
4. Samples and colors of exterior materials.

For planning purposes, the Committee review process and written notification of approval/ rejection will be within ten (10) working days from the date Formal Submission is made. No clearing or site work can commence until approval is given. All required submissions must be in the possession of the AEC prior to review. Additionally, the Lot Owner must be current on all Association dues

and/or assessments.

The AEC review will stipulate one of the following:

- a. The plans are approved as submitted.
 - b. The plans must be revised as noted and resubmitted.
 - c. The plans are rejected for the noted reasons.
- C. Approval Period. Once the AEC has approved a new construction or an alteration, such construction or alteration must commence within six (6) months, and be substantially completed within twelve (12) months after the date of commencement. If work is not commenced within six (6) months after approval, the approval shall lapse.
- D. Reasons for Not Approving. The AEC may disapprove any application for the following reasons:
1. If such application does not comply with this document.
 2. Because of the reasonable dissatisfaction of the AEC with grading plans, location of the proposed improvements on the Lot, finished ground elevation landscaping, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvements, the materials used therein, or the kind, pitch or type of roof proposed to be placed thereon, or;
 3. If, in the judgment of a majority of the AEC reasonably exercised, the proposed improvement will be inharmonious with the Development or with the improvements erected on other Lots or Parcels.
- E. Appeal Procedure. Any applicant shall have the right to appeal to the Association any decision of the AEC within thirty (30) days after the entry of such decision. A decision of the AEC may be reversed, in the case of an appeal to the Association, upon two-thirds (2/3) vote of the Members.
- F. Repair and Reconstruction. If a home or other major improvement on a Lot is damaged or destroyed, the Owner must either repair or replace the improvement, or clear all debris and restore the Lot to an acceptable condition. Unless otherwise

permitted by the AEC, such work must be commenced within six (6) months after the casualty and substantially completed within eighteen (18) months after the casualty.

- G. Revisions After Approval. Changes to Formal Submissions after approval must be resubmitted to the Committee for review, to include fencing, colors, exterior changes, or any additional structures.
- H. Additions and Alterations. Future changes, remodeling, additions or alterations shall follow the same rules as for new structures.

Section III. Architectural and Environmental Design Standards

- A. Architectural Styles. A variety of architectural styles are desired in Drummonds Field. Single story, two story and split-level houses are anticipated. Period designs should strive for authenticity. Contemporary designs should be tasteful and seek to blend with the land.

In general, no two identical designs will be permitted in the Development. Closely similar designs must be sufficiently separated in distance so as not to call attention to the similarity.

- B. Chimneys. Chimneys shall be clad in brick, siding, stone or stucco and shall be consistent with the style of the home.
- C. Color. Bright and strident colors will be prohibited.
- D. Driveways. All driveways constructed after the date of the recording of this document shall be paved. *Driveways shall not encroach on adjoining properties.
- E. Foundations. All foundations must be brick or stone face. No residence shall be erected entirely with a concrete slab foundation.
- F. Garages. Garages must be attached or appurtenant to the primary structure and are to be rear or side loading.
- G. Outbuildings. Detached structures and outbuildings, including garages, sheds, poolhouses,

gazebos, etc., shall be designed to complement the materials, color and style of the house and to respect neighboring views. Specific siting of outbuildings should be coordinated with the vegetative and topographic conditions on the Lot, as well as that of adjacent Lots. No metal outbuildings are permitted.

- H. Roof Forms. The roof pitch should be a minimum of 8/12. Certain areas of a home may also have flat or lesser pitch roofs if appropriate to a particular design concept. Mansard roofs are discouraged. In general, the size and height of the roof shall be consistent with the scale of the home.
- I. Roof Penetrations. All plumbing vents, gas flues, fan exhausts, and other necessary roof equipment shall, whenever possible, be restricted to rear roof planes or roof planes which are not exposed to public view. Plumbing vents shall be painted to match roofing. Where possible, terminate fan exhausts in soffits or architectural louvers, so as not to be visible at all. If needed, use continuous ridge vents (of the type which are covered with shingles), in lieu of individual roof vents.
- J. Roofing. Roof materials are limited to wood, slate (or approved simulated slate), standing seam metal, and "architectural grade" composition shingles.
- K. Set-backs. The minimum set-back requirement for each dwelling shall be:
1. Thirty-five (35) feet from the front right-of-way.
 2. Fifteen (15) feet from the side Lot lines.
 3. Thirty-five (35) feet from the rear of the Lot lines, except Lots numbered One (1) through Fourteen (14), Section 1, which shall have a rear set-back of One Hundred Fifteen (115) feet from the mean low water mark.
- L. Siding. Siding materials are limited to wood, brick, stucco, exterior insulation and finish system (Dryvit), stone, and premium grade aluminum and/or vinyl siding. Plywood and exposed concrete block shall not be used.

- M. Skylights. Skylights shall be considered on a case by case basis.
- N. Square Footage. While the emphasis in Drummonds Field will be on design and construction excellence, rather than size, the following minimum sizes are specified for the building. One story buildings shall have a minimum of 1,800 square feet of finished, heated living space and multi-story buildings shall have a minimum of 2,400 square feet of finished, heated living space, 1,400 square feet of which must be on the first floor. Living space shall be exclusive of basements, porches, decks, breezeways, and garages.
- O. Utility Service. All buildings shall be serviced with underground utility service, including electric, telephone, gas, and cable television. They shall have a minimum of 200 amp electric service.
- P. Windows. All windows shall be double glazed, or single glazed with painted storm windows.

Section IV.Construction Procedures and Standards

- A. Any residence must be completed within one year of start, including all necessary appurtenances and ground work to constitute a finished project.
- B. All information regarding water or sewer line availability, grinder pumps, depths, etc. must be obtained from James City County.
- C. Requirements During Construction

1. Temporary Structures/Facilities. Builder must provide adequate outside portable toilet and trash receptacles for construction workers during construction. Locate facilities as much as possible out of public view.

Except for the use of temporary construction sheds or portable lavatories during the period of actual construction or improvements on the Lot, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected on or permitted to remain on any residential Lot.

2. Parking. Construction vehicles must be parked

on or at the building site and must not obstruct traffic.

3. Trash Control. The construction site must be kept reasonably well cleaned and sufficient gravel must be used to prevent undue mud from being tracked into the street. All construction sites must control trash, litter and wind-blown debris including workers' food and beverage trash. All trash, litter, and building scraps should be neatly stacked during the construction period.
4. Work Hours. Unless otherwise approved by the Committee, construction work hours will be limited to the time between 7 a.m. and 7 p.m. Monday through Saturday. Construction on Sundays and holidays is discouraged.
5. Final Clean-up. At the end of the construction period, the builder shall restore all roadways, ditches, and drainageways, including fine grading and seeding, assure positive drainage with no standing water, clean Lot of all construction debris and trash, and remove all temporary fencing, facilities, utility poles, equipment and unused materials.
6. Loud Music/Dogs. Construction workers are to refrain from playing loud music during work hours and are not permitted to bring dogs to the job site to let run loose, bark or otherwise cause a nuisance.
7. Other Restrictions. Any further detailed restrictions on the construction which may be necessary and which are not addressed in these documents will be handled by direct discussion between the AEC and the builders.

D. Compliance

Compliance with the Architectural and Environmental Design Standards and Construction Procedures and Standards is expected. However, if the job site is at any time unsatisfactory in the opinion of the Committee, the Committee will implement one or more of the following actions in an effort to correct any discrepancies.

1. Notification to job site superintendent;
2. Notification to Owner/Builder;
3. Close down construction access to homesite temporarily until discrepancies are corrected;
4. Correct discrepancies using Association resources and charging such expenses against the builder or Owner;
5. Take necessary legal action on behalf of the Association.

E. Future Construction Standards

The Committee reserves the right to develop and enforce other requirements for construction in the future, in order to avoid potential conflicts between construction activities and residents, as the Development is built out.

Section V. Enforcement

It is the desire of the Association to attempt to resolve all disputes in a fair and reasonable manner. However, Virginia Statute provides for a \$50.00 fine for violation of the Association's Covenants and Restrictions. Also, an additional fine of \$10.00 per day will be assessed if the violation persists.

UPLOADED

4/9/2021