

ARTICLE III: OPEN SPACE

Section 1. Easement of Enjoyment. Subject to the provisions of this Declaration, the Rules and Regulations, and any fees or charges established by the Association, every Interested Party shall have a perpetual, nonexclusive easement of enjoyment in and to the Common Open Space, including but not limited to the right to use such Common Open Space Improvements as may exist from time to time. Other than with respect to Interested Parties who are employees and/or agents of Declarant, such easement shall not be personal, but shall run with the land. Except as set forth below, and with respect to the right of the general public to use the portions of the trail system located or to be located on Lots 1 and 78, Section 1, Liberty Ridge, and subject to matters of record prior to recordation of this Declaration in the Clerk's Office, the granting of the foregoing easement in no way grants to anyone other than the Interested Parties the right to enter the Common Open Space without the prior written permission of the Board, and the rights granted an Interested Party who is a Type "A" Member shall terminate as to such Member and all those, if any, claiming by, through or under such Member at such time as such Member no longer is an Owner. As determined in the sole and absolute discretion of the Board, third parties may have access to and enjoyment of the Common Open Space subject to Rules and Regulations and user fees established by the Board.

Section 2. Extent of Easement. The easement of enjoyment created pursuant to Section 1 above is subject to the following rights of the Association:

- (a) those contained elsewhere herein;
- (b) to take such steps as are reasonably necessary to protect the Common Open Space against foreclosure;
- (c) to grant easements to any public or private utility or pursuant to the provisions of Article X, Section 8; and
- (d) to give or sell all or any part of the Common Open Space, including leasehold interests in Common Open Space Improvements, to any public agency, authority, service district or utility or any private concern, in which event such easement shall terminate unless expressly assumed by such agency, authority, district, utility or concern.

Section 3. Certain Rights of Declarant. Notwithstanding anything contained in this Article to the contrary, Declarant, for so long as it is an Owner, and its express assigns shall be entitled to use and enjoy the Common Open Space (including all Common Open Space Improvements and all personal property related thereto) for sales and marketing functions in connection with marketing Lots for sale to third parties and may maintain sales offices, a management office in Liberty Ridge on a Lot, within any Common Open Space Improvement, whether or not conveyed to the Association, or on any portion of the Burdened Property not yet subdivided into Lots and one (1) or more model homes on Lots within Liberty Ridge. Such office or offices may be of a size determined by Declarant and may be located or relocated from time to time by Declarant, in either case in its sole and absolute discretion.

Section 4. Damage or Destruction of Common Open Space by Interested Party. If any portion of the Common Open Space or any Common Open Space Improvement is damaged or destroyed by an Interested Party, the Association or Declarant shall repair such damage to the extent practicable in a good and workmanlike manner and in substantial conformance with the original plans and specifications of the Common Open Space or Common Open Space Improvement involved, or as such Common Open Space or Common Open Space Improvement may have been theretofore modified or altered, in the discretion of the Association or Declarant. In the case of such damage or destruction caused by an Owner that is a Type "A" Member or an Interested Party that is or is claiming through an Owner that is a Type "A" Member, the cost of such repairs shall be a Special Assessment against the Lot of such Member and a personal obligation of such Member. In the case of such damage or destruction caused by an Interested Party that is an employee or agent of Declarant, such cost shall be reimbursed by Declarant.

Section 5. Right to Convey. Subject to the right to reserve such easements as Declarant in its sole discretion deems necessary or desirable, Declarant reserves the right to dedicate, transfer, sell, convey, lease or give to the Association any portion of the Common Open Space or any Common Open Space Improvement, subject to the provisions of this Article and all other restrictions or limitations that Declarant shall elect to impose. The Association shall not be required to join in any instrument of conveyance. As an appurtenance to any such dedication, transfer, sale, conveyance, lease or gift, the Association shall have all of the powers, immunities, and privileges reserved unto Declarant in this Article with respect to the property involved as well as all of Declarant's obligations with respect thereto, provided, however, that so long as Declarant is an Owner, Declarant, in addition to and jointly with the Association, shall retain all rights reserved unto it in this Article.

Section 6. Improvements. Subject to the approval of the DRB, the Common Open Space may be improved with facilities for social, recreational and community buildings, public and private clubs, playground areas and other recreational facilities, indoor and outdoor recreational establishments. The procedures for consideration of any proposed improvements to the Common Open Space shall be analogous to those for consideration of proposed improvements to Lots contained in Article IV. Any improvements to the Common Open Space made by or at the direction of Declarant shall be deemed to have been approved by the DRB.

Section 7. Declarant's Right of Access. For so long as it is an Owner, Declarant reserves the right to enter upon the Common Open Space to construct, landscape, maintain, operate, repair and replace any Common Open Space Improvements located or to be located thereupon or for any other purpose it believes to be necessary in its sole discretion. Without limiting the generality of the foregoing, if the Association fails to fulfill any of its obligations with respect to the Common Open Space and Common Open Space Improvements imposed upon it by this Declaration, and does not cure such failure (other than in the event of an emergency, in which case no such notice shall be required) within thirty (30) days after receipt of notice thereof from Declarant, Declarant shall be entitled to exercise such right of access to remedy such failure and to recover all of its out-of-pocket costs reasonably incurred in connection with remedying such failure from the

Association, which costs shall be paid by the Association to Declarant within thirty (30) days following demand.

Section 8. Use. The Common Open Space and Common Open Space Improvements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Lots. Other than as set forth in this Declaration, no Interested Party shall make any private, exclusive or proprietary use of the Common Open Space, the Common Open Space Improvements, or any portion thereof without the prior written approval of the Board, which shall only have the authority to approve such use on a temporary basis.

Section 9. Obstructions. No Person shall obstruct access to or egress from or impede the rightful use of the Common Open Space or any Common Open Space Improvement. Other than with respect to personal property ordinarily used in connection with permitted uses of the Common Open Space and Common Open Space Improvements, no Person shall place or cause or permit anything to be placed on or in the Common Open Space or any Common Open Space Improvement or alter, construct or remove anything from the Common Open Space or any Common Open Space Improvement without the approval of the Board.

Section 10. Vehicles. Except in connection with construction activities, no trucks, trailers, campers, recreational vehicles, or other large vehicles, including grounds maintenance equipment, may be parked on any portion of the Common Open Space other than in such parking areas and for such time periods as may be designated for such purpose. All vehicles must be parked so as not to impede traffic or damage vegetation. No junk, derelict or inoperative vehicle or vehicle on which current registration plates and current inspection stickers are not displayed shall be kept upon any portion of the Common Open Space. Vehicle repairs and storage of vehicles are not permitted on the Common Open Space other than to the extent expressly approved by the Board. No motor vehicles, including, but not limited to, trail bikes, motorcycles, dune buggies, golf carts, snowmobiles and scooters, but excluding such vehicles as are authorized by the Board in order to maintain, repair, or improve the Common Open Space, shall be driven upon any portion of the Common Open Space other than paved access driveways and parking lots. No vehicle parked on any portion of the Common Open Space may be used for habitation purposes.

Section 11. Pets. Pets shall not be permitted upon the Common Open Space or any Common Open Space Improvement unless accompanied by someone who controls the pet and unless carried or leashed. Pet droppings shall be removed by the person in control of the pet. Pets shall not be curbed on lawns, shrubbery, flowers or trees.

Section 12. Subordination of Easements. No Owner may subordinate any easement granted or reserved herein to any encumbrance upon such Owner's Lot.

Section 13. Not a Bailee. Declarant, the Board, the Association, and the other Members shall not be considered bailees of any personal property placed or stored on the Common Open Space (including personal property within vehicles parked on the Common Open Space), and shall

not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE IV: ARCHITECTURAL CONTROL

Section 1. Architectural Standards, Etceteras. The Board may appoint a design review board or serve as such itself, at its sole election. If the Board appoints such a board, it may thereafter disband and reconstitute it from time to time. The DRB may establish and may amend from time to time architectural standards, construction specifications, sign regulations, mailbox and post lamp regulations, landscape guidelines, environmental rules and regulations, and other standards and guidelines that shall apply uniformly to and be binding on all Owners.

Section 2. Architectural Control. The DRB shall have the right to control all architectural aspects of any proposed improvements and construction schedules for construction of any proposed improvements.

Section 3. Actions by DRB. The DRB may base approval or disapproval of any matter upon any ground, including but not limited to aesthetic considerations, adequacy of site dimensions, storm drainage considerations, conformity and harmony of external design with neighboring Lots and Improvements, relation of the topography, grade and finished ground elevation of the Lot proposed to be improved relative to those of neighboring portions of the Property, proper facing of the main elevation with respect to nearby streets, compliance or non-compliance of the plans and specifications with then-existing design criteria and standards, which in its sole and uncontrolled discretion shall seem sufficient and, except as set forth below, shall not be binding upon it unless in writing. Without limiting the generality of the foregoing, the DRB shall not be obligated to approve proposed improvements on the grounds that the layout, design and other aspects of such improvements are the same or substantially the same as the layout, design and other aspects of Improvements previously approved at the request of any other Owner.

Section 4. Approval to be Obtained. No single family home, accessory building, fence, other structure or improvement shall be erected or placed, nor, without the prior written approval of the DRB, shall a building permit for any such home, building, fence, other structure or improvement be applied for on any Lot unless and until final plans and specifications therefore, including exterior elevations, site plans, landscaping plans and parking plans, a schedule of exterior colors and finish materials and such other plans as the DRB may dictate, have been approved by the DRB and, with respect to initial construction of each single family home, the proposed home builder has been approved by the DRB. The plans and specifications to be submitted shall comply with any design criteria and standards promulgated pursuant to this Declaration, describe in detail the proposed improvements, and, with dates certain, set forth a construction schedule for construction and completion thereof. Duplicate copies of all plans shall be submitted. One copy of each plan submitted shall become the sole property of the DRB.

If the DRB deems such plans and specifications insufficient, it may require the submission of additional and/or more detailed plans and specifications.

Section 5. Approval Time Frame. The DRB shall approve or disapprove any proposed improvements and, with respect to initial construction of each single family home, the proposed home builder within forty-five (45) days after receipt of all required plans, specifications and other materials in proper form, accompanied by payment of any amounts due in connection therewith pursuant to this Article, by written notice to the submitting Owner. If the DRB fails to take action with respect to any proposed improvements or proposed builder within such period, and the submitting Owner gives the DRB and, for so long as Declarant is an Owner, Declarant written notice of such failure, the DRB shall be deemed to have approved such proposed improvements and builder if the DRB fails to take action with respect thereto within thirty (30) days after receipt of such notice. Any conditional approval of proposed improvements or, with respect to initial construction of each single family home, the proposed home builder, by the DRB shall be deemed disapproval until such time as the Owner requesting such approval satisfies all conditions to approval to the satisfaction of the DRB. If the DRB approves, or is deemed to have approved, any proposed improvements and, with respect to initial construction of each single family home, the proposed home builder, the submitting Owner may engage such builder to undertake construction of such Improvements in substantial conformance with the plans, specifications and other materials submitted and approved or deemed to have been approved, subject to the obligation to comply with conditions to approval, if any, set forth by the DRB.

Section 6. Consultation with Architects, Etceteras; Administrative Fee. The DRB may engage or consult with architects, engineers, planners, surveyors, attorneys and others in the performance of its responsibilities under this Article. Any Owner seeking the approval of the DRB pursuant hereto agrees to pay all fees thus incurred and further agrees to pay an administrative fee to the DRB in such amount as the DRB may from time to time reasonably establish. The payment of all such fees is a condition to the approval of any proposed improvements, and the commencement of review of any proposal may be conditioned upon the payment of the DRB's estimate of such fees. Administrative fees established, levied and collected by the DRB shall be in amounts reasonably calculated to defray the costs of carrying out the responsibilities of the DRB related to consideration of proposed improvements, including, in the case of the ARB at such time as it is responsible for the functions of the DRB, reasonable compensation for its members other than those appointed by and associated with Declarant. Subject to retention of a reasonable reserve for working capital purposes, any resulting surplus funds held by the DRB at the end of a given calendar year shall be disbursed by it to the Association.

Section 7. Period Approval Effective; Completion of Exterior of Improvements; Occupancy. Approval of plans and specifications by the DRB shall be valid for a period of one (1) year from the date given or deemed to have been given. If within such period, in the opinion of the DRB, substantial commencement of construction of the Improvements has not begun, or, such construction, having begun, has not been diligently prosecuted, all related approvals shall be deemed to have expired and no construction shall thereafter continue or commence without a

written renewal of such approvals. The exterior of each single family home must be completed within twenty-four (24) months after substantial commencement of construction of same except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, inability to obtain required materials, national emergency or natural calamities. No such home may be occupied, whether temporarily or permanently, until such exterior is completed and a temporary or permanent certificate of occupancy therefore has been issued by the County. Provided the Board has given such Owner notice of such Owner's failure to complete such exterior, and such Owner has failed to complete or cause to be completed such exterior within thirty (30) days thereafter, or, if such exterior cannot be completed within such thirty (30) day period, such Owner has failed within such period to commence and diligently prosecute those actions necessary to complete such exterior, the Board shall be entitled to take any action necessary to complete such exterior or, if in the Board's opinion it is appropriate to do so, to demolish or cause to be demolished any uncompleted Improvements and restore or have the Lot restored to its condition prior to the commencement of construction, without liability to the Owner of the Lot. In such event, all costs incurred by the Association at the direction of the Board shall be a Special Assessment against the Lot and a personal obligation of the Owner thereof.

Section 8. Alterations to Completed Improvements. No alteration in the exterior appearance of any completed Improvement, including but not limited to elevations, site plan, landscaping plan, parking plan and color or finish, shall be made without prior written approval by the DRB. All such alterations shall be completed strictly in accordance with the approved plans therefore. Except as set forth below, the provisions of this Article applying to proposed improvements shall apply with respect to proposed alterations to completed Improvements with the same force and effect as with respect to proposed improvements. The provisions of this Article relating to approval of proposed builders shall not apply to alterations to completed Improvements other than in the event such alterations involve increasing the floor area of the single family home or accessory building at issue.

Section 9. Planning Meeting. At the request of an Owner, and on not less than fifteen (15) days' prior notice, the DRB will have a member meet with the Owner and his or her associated professionals, or any of them, on the Owner's Lot prior to the Owner's submission of plans and specifications to the DRB for consideration to explore and attempt to resolve potential design and construction issues and provide guidance as to the type and location of any structures to be built on the Owner's Lot.

Section 10. Provisions Relating to Construction Period Practices. The following provisions govern when construction of Improvements (including approved alterations) and deliveries of building materials related thereto may take place, the responsibilities of Owners and their builders in connection therewith, and utilization of portable toilet facilities during construction:

(a) no noise audible from other portions of the Property may emanate from any Lot upon which construction of Improvements is underway other than on the days and during the hours during which construction may take place set forth in the architectural guidelines or Rules and Regulations;

(b) each builder shall provide and require the use of dumpster and potable toilet facilities during any period of construction;

(c) an Owner shall be responsible for compliance with the provisions of this Section by his, her or its builder and all subcontractors and other parties engaged by such builder; and

(d) if, in Declarant's sole and absolute judgment, repeated violations of the provisions of this Section occur at a Lot upon which construction is underway, Declarant may require that construction (and deliveries related thereto) cease until such evidence as may be required by Declarant under the circumstances has been provided that appropriate steps have been taken to assure that further violations will not occur once construction (and deliveries related thereto) is permitted to recommence.

Declarant may waive the above provisions on a case-by-case basis for due cause shown or modify such provisions from time to time in its sole discretion by provisions set forth in the Rules and Regulations.

ARTICLE V: PROVISIONS REGARDING IMPROVEMENTS

Section 1. Minimum Size Requirements. Plans required shall be approved only if the proposed single family home will have at least the minimum number of square feet of enclosed finished dwelling space (excluding detached garages, terraces, decks, open porches, screened porches, attached utility or storage areas, and similar areas) set forth in the deed pursuant to which the related Lot was first conveyed by Declarant to a third party.

Section 2. Location of Improvements. Improvements shall be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each single family home and so that each such home will be located with due regard to the topography of the affected Lot, taking into consideration the location of large trees and other aesthetic and environmental considerations. No portion of any single family home may be located within any area on a Lot burdened by an easement related to any portion of the storm water management system for Liberty Ridge or upon which any portion of the trail system constructed or to be constructed by Declarant within Liberty Ridge has been located prior to the approval of the proposed improvements to the Lot.

Section 3. Topographical Changes. Except as expressly set forth in this Declaration, topographic and vegetation characteristics of a Lot (including forest cover) shall not be altered by excavation, grading, removal, reduction, addition, clearing, seeding, transplanting, or any other means without the prior approval of the DRB. Topographical changes and changes in the vegetation characteristics of a Lot pursuant to a landscaping plan approved by the DRB shall be deemed to have been approved for purposes of this Section 3.

Section 4. Removal of Trees, Etceteras. Except in accordance with guidelines, if any, promulgated by Declarant, no live trees exceeding four (4) inches in diameter measured forty-eight (48) inches above the ground shall be removed from any Lot without the prior approval of the DRB

unless necessary to construct Improvements. To the maximum extent reasonably possible, existing trees and vegetation shall be retained.

Section 5. Permitted Buildings. No building shall be erected, altered, placed or permitted to remain on a Lot other than one (1) single family home, such accessory buildings, if any, as Declarant may approve, and an attached or detached private garage. No accessory building or detached garage may be constructed prior to construction of the single family home. No mobile home, trailer, tent, barn or other similar outbuilding or structure shall be placed either temporarily or permanently on any Lot at any time other than a shelter, temporary structure or trailer used by an approved builder during construction of Improvements, the design and color of which have been approved by the DRB. Any such shelter, structure or trailer shall be removed upon completion of construction of the related Improvements and no such shelter, structure or trailer shall be used for habitation.

Section 6. Screening of Facilities; Trash Receptacles. Each Owner shall provide one or more screened areas to serve as service yards and areas in which garbage receptacles, electric and gas meters, air conditioning equipment, and other unsightly objects may be placed or stored in order to conceal them from view from streets, Lots or adjacent portions of the Property. All fuel tanks shall be located underground at locations approved by the DRB prior to construction. All trash shall be kept in sanitary and animal proof containers.

Section 7. Exterior Clotheslines; Deck and Porch Railings. No exterior clotheslines, wooden or metal racks, or other apparatus suited or intended to be used for air-drying of wet garments may be erected by any Owner in any location on a Lot visible from any portion of the Property other than such Owner's Lot. Deck and porch railings shall not be used for the purpose of drying linens or garments of any kind by any Interested Party.

Section 8. Signage. No sign shall be erected or maintained on any Lot until the proposed sign size, color, content and location shall have been approved by the DRB. No alteration in the appearance of any sign shall be made without like approval by the DRB. In lieu of approving individual signs, the DRB may establish guidelines governing signs, and in such event shall be deemed to have approved of any sign erected or maintained on any Lot that is in compliance with such guidelines.

Section 9. Mailboxes and Post Lamps. No mailbox, post lamp or combination thereof shall be erected or maintained on any Lot until the proposed design, color, and location have been approved by the DRB. No alteration in the appearance of any mailbox, post lamp or combination thereof shall be made without like approval by the DRB. In lieu of approving individual mailboxes, post lamps or combinations thereof, the DRB may establish guidelines concerning same, and in such event shall be deemed to have approved any mailbox, post lamp or combination thereof erected or maintained on any Lot that is in compliance with such guidelines.

Section 10. Antennas. Except as provided below or otherwise provided by law, no antenna, radio receiver, radio sender, or similar device shall be attached to the exterior portion of any building or structure or otherwise installed on any Lot. Declarant may install or approve the

installation of equipment necessary for a master antenna system, community antenna television, mobile radio system, or other similar system. To the extent permitted by applicable law, the DRB shall have the right to approve the size, location and screening of any satellite receiver dish on a Lot or the Common Open Space.

Section 11. Flags. No Owner may display or permit to be displayed any flag on any Lot or on the Common Open Space other than in accordance with the Rules and Regulations relating to such display.

Section 12. Lighting. No exterior lighting shall be directed outside the boundaries of any Lot.

Section 13. Pools; Other Recreational Play Structures. No above-ground swimming pool shall be erected or maintained on any Lot, provided this restriction is not intended to prevent the occasional use of small portable wading pools for small children. No in-ground swimming pool shall be erected or maintained on any other Lot unless approved by the DRB and enclosed by a fence. In connection with approval of any in-ground swimming pool, the DRB may reduce the area that may be irrigated on a Lot unless a storm water collection system is employed for irrigation purposes. Except as set forth below, all recreational and play structures, including but not limited to swimming pools, spas, play forts and swing sets, shall be located at the rear of residences or on the inside portion of corner Lots. Basketball backboards and goals may only be installed in accordance with architectural guidelines promulgated by the DRB and/or the Rules and Regulations. No platform, playhouse or structure of a similar kind or nature shall be constructed on any Lot in front of the front building line of the residence located thereupon or related thereto. Small, colored, plastic play items shall be stored when not in use. The base of all play forts, swing sets and similar apparatus shall be dark wood only.

Section 14. Wells; Septic Systems. No well shall be installed on any Lot. Septic systems installed on Lots shall be within approved drain field areas. All septic system designs must be approved by the Virginia Department of Health.

Section 15. Utilities. All utilities serving Improvements shall be placed underground except to the extent, if at all, required to be placed upon the surface of the ground by the utility company responsible therefore.

Section 16. Air Conditioning Units. No window or through the exterior wall air conditioning units shall be installed as part of the Improvements on any Lot.

Section 17. Additional Requirements. The following additional provisions shall apply to all Lots:

- (a) No more than 10,000 square feet of area on each Lot may be irrigated turf.
- (b) Primary plantings shall be drought tolerant, low water use plants, and, wherever appropriate, shall be non-invasive in nature, and, if the DRB elects to promulgate an approved

planting list, shall consist of plants contained on such list.

(c) Trees located in turf areas and all landscape beds shall be mulched with a minimum of two (2) to three (3) inches of shredded bark, shredded leaves, pine nuggets, or pine straw, which mulch shall be maintained and replenished at least annually.

Section 18. Irrigation Disclosures. Pursuant to the Water Conservation Agreement, certain requirements have been imposed by the County. A copy of such Agreement will be provided to each Owner upon request. By accepting title to a Lot, each Owner acknowledges having read and understood such requirements, agrees to strictly comply with them, and indemnifies and holds Declarant, the Association, and their respective members, their successors and assigns, harmless from and against all claims of any kind or nature whatsoever (including attorneys' fees and costs) arising out of or in connection such Owner's failure to comply with such requirements, or the failure of any Interest Party claiming by, through, or under such Owner to do so.

Section 19. Certain Lots Not to Be Irrigated. The terms of the Water Conservation Agreement include a provision that of the 138 proposed Lots within Liberty Ridge, only 125 may have turf irrigation with water supplied via the central water system serving Liberty Ridge. Declarant has not determined which 13 Lots will not be permitted to have such irrigation. At such time, if at all, as such Lots are developed and conveyed by Declarant to third parties, the deed delivered by Declarant will contain a restrictive covenant prohibiting use of such irrigation on such Lots without the consent of the Authority.

ARTICLE VI: GENERAL USE RESTRICTIONS

Section 1. Use of Lots and Improvements. Subject to the provisions of Article III, Section 4 and except as otherwise set forth below, and notwithstanding any less-restrictive provisions in the County's zoning ordinances in effect from time to time, all Lots shall be used solely for single family residential purposes, recreational purposes incidental thereto, and customary accessory uses. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction with respect to a Lot shall be complied with, by and at the sole expense of the Owner thereof.

Section 2. Home Occupations. Subject to the limitations set forth below, Improvements on Lots may be used for home occupations if (i) such occupations are clearly incidental and secondary to the use of the Improvements for dwelling purposes; (ii) such occupations are conducted solely by residents of the dwellings; (iii) such occupations are conducted entirely within the dwellings; (iv) not more than twenty-five percent (25%) of the first floor area of a dwelling is used throughout the dwelling for any such occupation; (v) such occupations do not require any external alterations to dwellings or the use of outdoor storage of machinery or equipment that creates noise, odor, smoke, dust or glare or is dangerous or otherwise detrimental to persons residing in the dwellings or on adjacent property; (vi) no articles are displayed or otherwise offered for sale upon the Lots involved; (vii) no equipment or process is used that may

disrupt neighboring dwellings; (viii) no external evidence of such use occurs; (ix) residents wishing to undertake such occupations deliver Applications for Home Occupations duly approved by the County; (x) traffic is not generated in greater volumes than would normally be expected in a residential neighborhood, and (xi) any need for parking generated by the conduct of such occupation is met off-street, provided that the following home occupations are prohibited:

- (a) foster care homes for the care of more than two (2) foster children;
- (b) bed and breakfast establishments;
- (c) major and minor auto or machinery repair or paint shops, including welding;
- (d) carpentry, upholstery, and cabinet making;
- (e) beauty shops and barber shops;
- (f) private schools with organized classes other than limited individual tutoring;
- (g) electric machinery or appliance repair;
- (h) day care centers for the care of more than six (6) unrelated children;
- (i) medical or dental offices or clinics;
- (j) psychological or psychiatric counseling offices;
- (k) direct consumer sales, retail or wholesale, of any good or commodity on the premises;
- (l) landscape/yard maintenance services;
- (m) adult day care centers, rest care or assisted living homes;
- (n) retreat facilities;
- (o) contractors' warehouses, sheds and offices;
- (p) family care homes or group homes serving physically handicapped, mentally ill, mentally retarded or other developmentally disabled persons;
- (q) flea markets, whether temporary or seasonal;
- (r) gift shops and antique shops; and
- (s) rental of rooms.

The provisions of this Section 2 are not intended to prohibit social activities that may be associated with a commercial enterprise otherwise not permitted to be conducted on a Lot to occur on such Lot, subject to the Rules and Regulations promulgated in relation thereto, if any. In the event of any dispute arising with regard to compliance with the provisions of this Section 2, the decision of the Board with respect thereto shall be binding.

Section 3. Leasing; Timeshares. No Improvements shall be used or occupied for transient or hotel purposes, including but not limited to being subjected to or used for any cooperative, licensing, timesharing or other arrangement that would entail weekly, monthly or any other revolving or periodic occupancy by two (2) or more multiple Owners, cooperators, licensees or timesharing participants, or, without the Board's approval, leased for an initial period of less than twelve (12) months. No portion of a Lot shall be leased for any period unless the entire Lot is being leased for such period to the same Tenant. No Owner shall lease a Lot other than on a written form of lease that (i) requires the lessee to comply with this Declaration and the Rules and Regulations; (ii) provides that failure to comply therewith constitutes a default under the lease; (iii) permits the Board or Declarant to terminate said lease in the event of an Owner's failure to do so upon the occurrence of such a default, which default, if susceptible of a cure, is not cured within thirty (30) days after notice thereof from the Owner, the Board, or Declarant, as the case may be; and (iv) prohibits assignment or subletting. Any Owner entering into a lease of Improvements on his, her or its Lot shall deliver a fully-executed copy of such lease to the Association within ten (10) days after execution thereof.

Section 4. Garage, Estate or Yard Sales. "Garage sales", "estate sales" or "yard sales" shall be permitted only for disposal of the private property and personal effects of individual Owners and Interested Parties and then only on an isolated basis reasonably related to the intended sale of a residence, termination or expiration of an Interested Party's lease or death of an Interested Party residing in Liberty Ridge and with the prior approval of the Board. The Association may, but need not, organize such sales on a periodic basis within Liberty Ridge on either a "neighborhood" or "community wide" basis.

Section 5. Nuisances. No nuisance shall be permitted to exist on any Lot. Noxious, destructive, or offensive activity or any activity constituting an unreasonable source of annoyance shall not be conducted on any Lot, the Common Open Space, or any part thereof. Each Owner shall refrain and cause others to refrain from any act or use of any such area that could reasonably cause embarrassment, discomfort, or annoyance to any Person lawfully on the Property.

Section 6. Hazardous Uses; Waste. Nothing shall be done or kept on any Lot that increases the rate of insurance applicable for permitted uses for the Common Open Space or any part thereof without the prior written consent of the Board, including, without limitation, any activities that are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on any Lot that might result in the cancellation of any insurance on the Common Open Space or any part thereof. No vehicle of any size that transports inflammatory or explosive cargo may be kept or driven on the Burdened Property at any time other than commercial fuel trucks making deliveries to Owners in the ordinary course of business.

Section 7. Emissions. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (except for normal residential chimney emissions, emissions from outdoor grills and similar equipment and emissions resulting from normal construction practices) or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water, if such any emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any Person.

Section 8. Noise. No Person shall cause any unreasonably loud noise [except for duly operating security devices, which shall be designed or programmed not to emit alarms, whether of a steady or periodic nature, for a continuous period in excess of five (5) minutes] anywhere on a Lot or the Common Open Space, nor shall any Person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property. Without limiting the generality of the foregoing, other than as may be permitted by the Rules and Regulations, from 12:00 midnight until 7:00 a.m. local prevailing time of each day, no noise, including without limitation, talking, singing, playing of musical instruments and/or operation of television, radio, recordings or computers, shall be audible from any residence or portion of the Lot related thereto other than the residence or Lot from which it originates. The DRB may adopt Rules and Regulations governing noise, which Rules and Regulations shall govern in the event of any inconsistency between them and the provisions of this Section 8.

Section 9. Hunting and Trapping; Firearms. Hunting, trapping and the discharge of firearms are prohibited anywhere on the Property.

Section 10. Vehicles. No vehicles shall be parked on any street other than in connection with construction activities or on a temporary basis (which shall not include overnight parking). Except in connection with construction activities and with respect to trucks or vans not over 8,500 pounds in weight and used as a principal means of transportation to work and sport utility vehicles, no trucks, trailers, campers, recreational vehicles or other large vehicles, including grounds maintenance equipment, may be parked on any portion of a Lot visible from the Common Open Space, any street or any other Lot, unless expressly permitted by the Board and then only in such parking areas and for such time periods (if any) as may be designated for such purpose. Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the DRB or in areas designated in the Rules and Regulations. All vehicles must be parked so as not to impede traffic or damage vegetation. No junk, derelict or inoperative vehicle or vehicle on which current registration plates and current inspection stickers are not displayed shall be kept upon any portion of a Lot visible from the Common Open Space, any street or another Lot. Vehicle repairs and storage of vehicles are not permitted on any Lot, except in accordance with the Rules and Regulations; provided, however, that noncommercial repair of vehicles within enclosed structures is permitted.

Section 11. Animals. Except as set forth below, the maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) is permitted; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Lot within ten (10) days after notice from the Board. Any Interested Party who keeps or maintains or permits to be kept or maintained any pet upon any portion of the Burdened Property agrees to indemnify and hold the Association, each other Interested Party and Declarant free and harmless from any loss, claim or liability of any kind or character whatever (including attorneys' fees and costs) arising by reason of keeping or maintaining such pet within the Burdened Property. All pets shall be registered and inoculated as required by law.

Section 12. Wetlands and Resource Protection Areas. Portions of certain Lots are defined as jurisdictional wetlands by the U.S. Army Corps of Engineers and Resource Protection Areas pursuant to the Chesapeake Bay Preservation Act. With respect to each affected Lot, the limits of such wetlands and Areas are or will be delineated on the subdivision plat pursuant to which the Lot was created. Interested Parties with respect to such Lots are required to comply with all Federal, state and local statutes, ordinances, rules and regulations relating to the preservation and protection of such areas. Further information concerning restrictions governing wetlands areas may be obtained from the U.S. Army Corps of Engineers (Norfolk District), Fort Norfolk, 803 Front Street, Norfolk, Virginia 23510-1096. Further information concerning restrictions governing Resource Protection Areas may be obtained from the County. Without limiting the generality of the foregoing, no impacts to residual, avoided wetlands may occur on Lots 43-50, 54, 56, 57, 58 or 72-76, Section 1, Liberty Ridge.

Section 13. Indemnification. By acceptance of the deed to a Lot, each Owner agrees to indemnify and hold harmless Declarant, its members, its and their successors and assigns from and against, and waives any right to assert, claims of any kind or nature whatsoever arising out of or in connection with the failure of such Owner or of any party claiming by, through or under such Owner to comply with all Federal, state and local statutes, ordinances, rules and regulations relating to the preservation and protection of jurisdictional wetlands and/or areas designated as Resource Protection Areas under the Chesapeake Bay Act as in effect in the Commonwealth of Virginia and local implementing ordinances related thereto promulgated from time to time by the County and charges related thereto, including but not limited to attorneys' fees and expenses, provided the foregoing indemnification obligation is personal to each Owner, shall only be effective with respect to claims arising solely as a result of any act or omission by or on behalf of such Owner or any party claiming by, through or under such Owner occurring during the period of time that such Owner is owner of the Lot with respect to which a claim arises and shall not be enforceable against the holder or holders of any obligation secured by a deed of trust encumbering all or any portion of the Lot solely as a consequence of such party's or any such party's status as a secured party.

ARTICLE VII: MAINTENANCE

Section 1. Upkeep. Except as set forth in Section 6 below, every Owner shall take or cause to be taken such actions as may be necessary to assure that all Improvements and the grounds on such Owner's Lot are kept free of unclean, unsightly, unkempt, unhealthy, or unsafe conditions at all times, including during construction of Improvements. Without limiting the generality of the foregoing, each Owner shall mow, fertilize and treat grassed areas for pests and weeds and trim and prune shrubbery, trees and other landscaping on a Lot regularly and properly so as to maintain the appearance of the Lot in a manner in keeping with the standards set forth in the architectural guidelines and/or Rules and Regulations, and each Owner shall require his, her or its builder to provide and require the use of dumpster and potable toilet facilities during any period of construction of Improvements on a Lot, unless such requirement has been waived by the Board. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of comparable quality, but may be made with contemporary materials, provided any material change in the exterior materials used shall be subject to the approval of the DRB. Provided that Board has given an Owner of a Lot notice of action or actions required to assure compliance with the foregoing requirements, and the Owner has failed to take such action or actions within seven (7) days after such notice, the Board shall have the right to cause the action or actions required to be performed and, notwithstanding the foregoing, may do so without notice to the Owner whenever, in it's sole and absolute judgment, emergency circumstances dictate that it do so, or whenever, after having given such notice to such Owner in a prior instance, it has then caused the action or actions required to be performed.

Section 2. Erosion Control. Every Owner shall take such actions as may be necessary to maintain effective erosion control on his, her or its Lot. Provided that the Board has given an Owner notice of action required to establish and maintain effective erosion control on such Lot, and the Owner has failed to take such action within three (3) days after such notice, the Board shall have the right to cause the action required to be performed and, notwithstanding the foregoing, may do so without notice to the Owner whenever, in its sole and absolute judgment, emergency circumstances dictate that it do so, or whenever, after having given such notice to such Owner in a prior instance, it has then caused such action or actions to be performed.

Section 3. Control of Vegetation. Subject to the requirements of Article V, Subsection 19(a), every Owner shall take such actions as may be necessary to remove underbrush, weeds or other unsightly growth from his, her or its Lot that detract from the overall beauty, setting and safety of the Property. Provided the Board has given notice to an Owner of the presence of underbrush, weeds or other unsightly growth that in it's opinion detracts from the overall beauty, setting and safety of the Property, and the Owner has failed within seven (7) days after such notice to correct such condition, the Board may cause may cause such underbrush, weeds, or other unsightly growth to be mown, removed, cleared, cut or pruned. Notwithstanding the foregoing, no such notice shall be required whenever the Board, after having given such notice to such Owner in a prior instance, has then entered upon the Owner's Lot as a result of the Owner's failure to correct such condition and caused same to be corrected.

Section 4. Garbage Pickup. Pickup of garbage and of recyclable materials shall be permitted in the manner set forth in the Rules and Regulations. The Board may enter into a "master" garbage pickup contract applicable to all Lots, in which event all Owners of such Lots shall be bound by the provisions thereof.

Section 5. Reconstruction and Repair. If all or any part of the Improvements on a Lot are damaged or destroyed by fire or other casualty, the Owner shall either (i) arrange for and supervise the prompt repair and restoration thereof, or (ii) clear away the debris and restore the Lot to an acceptable condition, which condition, in the event of destruction of any such Improvements on a Lot, shall be compatible with the condition of other unimproved Lots, if any, or otherwise acceptable to the Board in its sole discretion. Unless the DRB agrees to the contrary, any such work must be commenced within six (6) months after the casualty and substantially completed within twelve (12) months after having commenced.

Section 6. Certain Areas Not Owners' Responsibility. Notwithstanding the foregoing, (i) the portion, if any, of a Lot subject to an easement in connection with the storm water management system for Liberty Ridge shall be maintained by the Association other than with respect to Improvements, if any, permitted by the DRB to be located within any such easement area, upkeep of which shall be the responsibility of the Owner, and (ii) the portion, if any, of a Lot constituting Common Open Space by virtue of being the location of a portion of the trail system to be constructed by Declarant pursuant to Article II, Section V shall be maintained by the Association.

ARTICLE VIII: ASSESSMENTS

Section 1. Covenant to Pay Assessments. Each Owner covenants to pay Assessments pursuant to this Article. Co-Owners of a Lot shall be jointly and severally liable for Assessments and all costs of collection thereof, if any, incurred by the Association pursuant to the provisions hereof.

Section 2. Purposes of Assessments. Annual Assessments shall be used to improve, maintain, repair, replace, enhance, enlarge, and operate the Common Open Space and Common Open Space Improvements and to provide services that the Association is authorized to provide. Special Assessments shall be used exclusively for the purposes set forth in this Article.

Section 3. Annual Assessments. The initial Annual Assessment for each Lot shall be One Thousand Eight Hundred Sixty and No/100 Dollars (\$1,860.00) plus, if the Association enters into a "master" contract for garbage collection, such Lot's prorata share of the cost from time to time of garbage collection for Liberty Ridge. Annual Assessments shall commence being due with respect to each Lot the first day of the first month following the month in which the initial sale of such Lot by Declarant to a third party occurs.

Section 4. Changes in Annual Assessment. From and after January 1, 2010, the Annual Assessment may be increased each fiscal year in the amount deemed necessary by the Board in order to fund the Association's obligations pursuant to the annual budget duly adopted by the Board

Architectural Guidelines

Liberty Ridge

Liberty Ridge Design Review Guidelines

INTRODUCTION

Liberty Ridge is a community of large, forested homesites, and grand custom homes located near Historic Williamsburg, Virginia. Through the extensive efforts of Liberty Ridge's community planners, environmental protocols and land stewardship have directed an effort to honor the very foundation of Liberty Ridge – the land itself. Meticulous attention paid to the land planning process has helped create a unique community setting in the heart of Mother Nature. The homes themselves will represent the timeless elegance that comes from the careful use of classical design elements. The architectural review process will balance the design, materials, landscaping and overall impact to the surrounding community. The review process will encourage a consistency in character and quality of all homes, while promoting variety and individuality in specific home designs.

To accomplish these goals, protective Covenants and these Guidelines have been established. It is the intent of these Guidelines to assure each Owner that Liberty Ridge will be developed and constructed in a way that promotes pleasing architectural design, the use of long lasting, quality materials and homesite construction standards that are harmonious with the surrounding land and other homes in Liberty Ridge. The Covenants grant the Design Review Board (DRB) discretionary powers and enforcement authority regarding the aesthetic impact of design, materials, landscaping, and overall impact on surrounding property. The responsibility of the DRB is to interpret the goals of the community and these Guidelines as they relate to each design submittal. The DRB reserves the right to modify, add to, or delete from these guidelines.

Given the size, topography and extensive tree coverage of homesites in Liberty Ridge, it is difficult to come up with rules that will apply to all homesites and homes to be built in Liberty Ridge. These guidelines intend to balance individual preferences in the custom homebuilding process while maintaining an attractive streetscape. These guidelines do not include all building, use and other deed restrictions associated with Liberty Ridge, and, accordingly, each builder and homeowner should familiarize themselves with the provisions of the Covenants, By-Laws and applicable County ordinances and state agency rules and regulations.

DESIGN HIGHLIGHTS

- Minimum square footage for a 2 story home with an attached 2-car garage is 2,800 square feet. The minimum square footage for a 1 or 1 ½ story home is 2,400 square feet on the first floor. (Amended 10/22/13) (Futher amended 08/13/15) (Further amended 3/1/16)
- Allowed exterior materials include brick, stone, hardiplank, wood, vinyl (Vinyl accents may be used only where appropriate)
- Home styles in Liberty Ridge will be representative of many historical periods and will include: Georgian Revival, Classic Colonial, French Country, English Cottage, American Craftsman, Southern Traditional, Early American, Early Classical Revival, Greek Revival and other European influences
- Detached garages may be approved on case by case basis
- In general, homes will be centrally located on lots where topography, soil conditions and landmark trees allow
- A maximum amount of the natural landscape and tree canopy will be preserved

THE REVIEW PROCESS

CONCEPT REVIEW

Individual builders and homeowners are encouraged to submit preliminary or conceptual drawings and specifications, along with any other pertinent information to the DRB for a concept plan review. The concept plan review will allow the DRB to review each preliminary home design and site plan and provide any necessary comments prior to each builder or homeowner proceeding with final plans. A concept approval is not mandatory, but is provided for the convenience of the builder or homeowner in order that they may receive preliminary comments from the DRB, make the necessary changes, submit a final plan, and ultimately receive a timely approval of their final construction plans. A concept plan review and approval, or disapproval with recommendations, shall not constitute a final approval or disapproval. No construction may commence until a final approval is given. Concept submittals should include:

- Concept exterior elevations
- Concept floor plan
- Concept exterior selections
- Preliminary site plan

FINAL PLAN APPROVAL

It is the builder/homeowners' responsibility to obtain all final approvals on any proposed improvements to be made to a homesite. This includes new construction or any improvements to a homesite after initial construction (i.e. addition). No clearing activity, no construction or improvements to existing structures, no landscaping, and no other alterations shall be made on any property until final approval is given by the DRB.

Submittals for final approval shall include the following:

- Site Plan at a scale of 1:30 showing house footprint, a clearing and grading scheme with land topography contours, flow of site drainage, locations and sizes of trees within 30' of house of 6" caliper or greater and any other specimen tree on the homesite to be removed, dimension and location of all access drives, parking, walkways, utilities and other proposed improvements to the site
- Septic system approval from government agencies
- Scaled floor plans showing square footage
- Foundation plan
- Plan elevations indicating types of exterior materials and any other improvements including, but not limited to, exterior lighting plan, decorative walls, fencing, patios, screenings, decks, pools, porches and signage.
- Exterior finishes and color selections
- Driveway, sidewalks and walkway finishes
- Landscape plan
- \$3,000 Environmental Protection deposit

The DRB may request that a rough stakeout of the new construction or proposed improvements be made prior to issuing a final plan approval. All applications for submittal and a checklist are provided for your convenience in the Appendix section of these guidelines.

APPEAL

If an application for Concept Approval or Final Plan Approval has been denied; or if the approval is subject to certain conditions, and the builder or homeowner dispute the DRB's findings, the Builder or Homeowner may notify the DRB in writing the desire to have the extenuating circumstances of the submittal re-reviewed. If the DRB agrees to the second review, the application will be sent to an independent, third party architect for review. The fees associated with the third party review will be paid by the applicant.

CONSTRUCTION SITE MANAGEMENT

Lot owners are responsible for the acts and any violations of the rules and regulations of the Liberty Ridge Homeowners' Association, Inc. of their sub-contractors, suppliers, employees, and any other persons involved in construction of the improvement or alteration of existing structures. Owners must ensure the following:

- Homesites are kept clean of all debris and waste.
- Stockpiles of materials are kept stacked and orderly.
- Streets in Liberty Ridge are kept free of sediment and other building materials.
- Unless otherwise approved by the DRB, construction hours are limited to the hours between 7:00 a.m. and 7:00 p.m. No construction activity shall occur on National Holidays without pre-approval from the DRB.

The DRB reserves the right to remedy any deviations from the construction site management guidelines or the Covenants. This includes the right to close any construction site until the unsatisfactory condition(s) is/are corrected.

ENVIRONMENTAL STEWARDSHIP

Every effort will be made through the site plan review and home construction process to protect the environment in Liberty Ridge. In addition to the attention that will be paid to the home construction impact on the environment, the DRB and the Homeowners' Association will also be enforcing the water conservation standards found in the Water Conservation Agreement made between Liberty Ridge and the James City Service Authority. These standards, found in Appendix B, will ensure that Liberty Ridge will only use the necessary water resources while providing a sustainable community into the future.

In addition to the standards noted above, owners will be required by the County, and other government agencies, to meet certain environmental planning criteria such as limitations dealing with the Resource Protection Area, wetlands and other criteria related to the Chesapeake Bay Act. The DRB does not interpret or enforce these criteria.

TREE PRESERVATION

Liberty Ridge boasts an extensive coverage of mature hardwood trees. It is the intent of the DRB to preserve as much of the tree canopy as possible on each homesite. Owners are required to install protective tree fences around trees in construction areas and, after construction is complete, a mulch bed shall be installed and maintained to the drip line of the tree.

GENERAL COMMUNITY STANDARDS

BUILDING SETBACKS

In general, the DRB encourages each home to be centrally located on each homesite as influenced by topography, landmark trees and other factors. The minimum building setback lines are shown on the recorded subdivision plats for Liberty Ridge. Each homesite must have a minimum of 200' width at the front setback.

SIGNS

Signs or banners shall not be placed on any homesite or at any lead-in to a neighborhood without approval from the DRB. No signs other than one temporary real estate sign (18" X 24" main panel and 6" X 18" rider panel), and/or one Liberty Ridge approved builder sign are permitted in any yard. Large post signs will be approved by the DRB on a case by case basis. Real estate signs shall be placed in the front center of the yard only. A maximum of one lead-in sign for a real estate company may be placed at a neighborhood entrance where the company has a listing, and only from 6:00 p.m. Friday to 7:00 a.m. Monday. Real estate signs shall not be placed at the community front entrance. Signs not conforming to the DRB guidelines will be removed.

SATTELITE DISHES

Antennas are permitted by the Federal Telecommunications Act of 1996 (FTA). The act allows antennas that are one meter or less in diameter measured at the widest part of the dish. The owner must submit an application to have a satellite dishes placed on their homesite. Although the FTA states the Association cannot select the location, it would like to be given the opportunity to provide input in locating the satellite dish to be the least visible location on the homesite. The following priorities should be used when determining the location:

- Mounted directly on the rear of the house on a roof plane facing the rear, or on the backside of a chimney
- Mounted on the ground in the rear yard
- Mounted on a pole, an existing other structure, or a tree in the rear yard
- If no clear signal can be obtained in any of the above locations, mounted on the ground, or, if necessary, on a pole, in the front yard or on the front plane of the house

The visibility of the antenna should be minimized using landscape materials to screen the dish from the street and neighboring homesites. By utilizing dark or muted colors the dish will blend with more fully with the natural surroundings. Residents are encouraged to use care in the selection and placement of antennas to preserve the environmental character of Liberty Ridge.

EXTERIOR LIGHTING AND FIXTURES

All exterior lighting shall be compatible with the character and style of the house. Lighting should be limited to the minimum necessary for safety, identification and decoration. Eave mounted floodlights are limited to the rear of the house and should be directed completely within the owners' homesite area. Exterior lighting of structures for security and/or decoration shall be limited to concealed up-lighting or down-lighting. Façade floodlighting is encouraged by the DRB. Lighting plans should be submitted as part of the overall landscape plan. Post lamps are encouraged but are not required.

FENCES AND WALLS

Given the size of the homesites in Liberty Ridge, it is difficult to come up with rules to apply to all homesite situations. The intent of the fence and wall guideline is to provide the owner the ability to be creative while providing a pleasing streetscape. Fence and wall styles must complement the house in material, design and finish. Fence materials may include brick, iron, aluminum, stone, vinyl and wood. All fencing style, materials and locations must be approved by the DRB.

PLAY EQUIPMENT AND STRUCTURES

All play structures, basketball goals and other fixed games are subject to the approval of the DRB. Play structure must be located to minimize the visual impact on neighboring homesites and the streetscape. As a general rule, play equipment should be located in the rear yard and directly behind the house. Brightly colored play equipment or structures will not be approved.

SWIMMING POOLS

In-ground swimming pools should be located behind the house to prevent visibility from the street. Above ground pools are not permitted as detailed in the Covenants. Landscape buffering may be required to screen pools from view of neighboring homesites or the street. Due to the strict guidelines identified in the Water Conservation Agreement between Liberty Ridge and the James City Service Authority, owners choosing to install pools will not be allowed to utilize the community central water system to irrigate landscape beds and sod areas. In this case, an owner could only irrigate by using their underground stormwater collection, retention and irrigation system.

LANDSCAPING

A landscape and irrigation plan must be submitted and approved by the DRB prior to the installation of landscape materials and sod. Owners are encouraged to refer to the Water Conservation Agreement and the specific requirements of the agreement that relate to house landscaping and irrigation at Liberty Ridge. This agreement is located in Appendix B of this document. James City County has established itself as a leader in community water conservation and Liberty Ridge is working closely with the County and the James City Service Authority to maintain the long range goals of water conservation in the County.

As part of the community's commitment to the environment, the DRB encourages the installation of stormwater collection and retention systems and the utilizing these systems to help irrigate turf and bed areas. This system may consist of rain barrels, underground storage or above ground storage provided they do not detract from the neighborhood aesthetics. This system should be tied into the overall homesite irrigation system and, through the use of pumps, utilize this natural resource prior to using the water supply coming from the community's central well system.

Decorative landscape accessories such as gazebos, arbors, trellises, benches, fountains, flagpoles, permanent outdoor living areas, birdbaths, lawn sculptures, bird houses, rock gardens, or similar types of accessories, are not permitted on any homesite without approval from the DRB. Low voltage landscape lighting intended to enhance the home or decorative landscape accessories should be submitted along with the landscape plan for review and approval.

DRIVEWAYS

The driveway to the garage, and any other driveway improvements, shall be planned and installed in an attractive and functional manner and shall consider the location of existing trees, topography, streetscape and compatibility with surrounding improvements. Owners may select one of four finish options to use as a driveway apron to tie into the street. The length of the required apron will be determined on a lot by lot basis. These options and design detail are shown in Appendix E. As mentioned previously, due to the nature of the large homesites, tree cover and topography in Liberty Ridge, it is difficult to establish strict rules to apply to all situations. Approved driveway materials include asphalt, stamped asphalt, exposed aggregate, brick pavers, porous pavers, interlocking concrete pavers and patterned concrete. Brushed concrete may be approved on a case by case basis. In addition, the DRB may approve the use of pea gravel, or a similar driveway material, on a case by case basis with special consideration being given to the aesthetic impact on the streetscape.

A driveway culvert schedule is shown on each plat for Liberty Ridge and is included as Appendix C in these guidelines. This schedule dictates the type of construction design required to bring the driveway across the open swale to the roadway. As part of the driveway improvement process, owners will be required to provide a decorative finish to the headwall of each of the culvert openings. Unimproved culvert openings are not permitted. Illustrative examples, design detail and approved materials of a typical headwall can be found in Appendix C. In addition, any driveway enhancements such as columns, wing walls, etc. must be approved by the DRB and must be located outside of the right of way.

EQUIPMENT AND UTILITY SCREENING

All heat pumps, air conditioning and any other mechanical equipment must be screened with an enclosure that is compatible with the materials and colors used on the primary house.

SEPTIC DRAIN FIELD ENGINEERING

Individual drain fields are required and must be approved by the appropriate regulatory agencies. As part of the overall community planning, individual drain fields were identified on each homesite. These primary and reserve drain fields are shown on each plat. A copy of a homesite soils planning map created by Matthews Soils Consultants can be provided to each owner. In addition, the following documents can be provided to help owners through the process of permitting an individual drain field:

- Partially executed Commonwealth of Virginia Application for a Sewage Disposal Permit
- A Soil Evaluation Report prepared by Matthews Soil Consultants
- A drain field sketch
- Informational literature on drain field management
- A Certification Statement that the property complies with the Sewage Handling and Disposal Regulations for the Virginia Department of Health
- Some homesites may require a pre-treatment system - further information can be provided accordingly

MAILBOXES

An example of the approved mailbox currently under design is illustrated in Appendix D.

HOME ARCHITECTURAL STANDARDS

TYPE OF RESIDENCE AND MINIMUM FLOOR SIZE

Liberty Ridge will consist of all single family residences. No more than one (1) single family residence can be constructed on any homesite. The minimum square footage in Liberty Ridge is 2,800 square feet of finished space for a 2 story home if the home has an attached 2-car garage and 2,400 square feet on the first floor for a 1 or 1 ½ story home. Homes built with a basement will receive a fifty percent (50%) credit of the finished basement square footage towards the overall square footage minimums. Terraces, decks, open or screened porches, attics, or attached storage sheds cannot be used in meeting the minimum square footage requirement. All construction must be in compliance with James City County ordinances. (Amended 8/13/15) (Further amended 3/1/16 and 4/11/16)

HOUSE DESIGN CONCEPTS

Homes in Liberty Ridge will reflect a love for enduring style and timeless elegance. Homes will represent many historical periods and will include Georgian Revival, Early Classical Revival, Greek Revival, Classic Colonial, French Country, English Cottage, American Craftsman, Early American, Southern Traditional, Brick Transitional and European influences. Elevations shall include appropriate traditional trim and details. Elements such as cornices, fascias, pediments, columns, window and door moldings, railings, balusters and similar details shall be included in the appropriate sizes and number to complete an authentic architectural look of a particular style. A strong emphasis will be placed on the design character of facades facing community streets and adjoining homesites.

ROOF MATERIALS AND ROOF PITCH

The composition of all pitched roofs should be cedar shakes, cedar shingles, slate, copper, asphalt architectural shingle, metal or any other composition approved by the DRB. The DRB recommends the use of darker shingles ranging from medium browns and grays to black.

All pitched roofs must have at least an 8:12 slope. The roof pitch on the main roof of a one-story house must be appropriate to the style of the home. Any roof pitches less than 9:12 on one-story homes must be pre-approved by the DRB. The DRB reserves the right to allow variances to the minimum slopes based on the architectural merit of the design submission.

Roof flashing shall be copper or pre-finished to match the adjacent material colors. Roof penetrations shall be a low profile design and shall be pre-finished or painted to match the roof color. No roof penetrations may be located on the front plane of the house nor can any roof penetration be visible above the ridge of the roof.

Dormer windows and eyebrow windows are permitted and must be consistent with the style of the home. For example, Colonial style homes must have appropriate trim detail on the dormer appropriate to that style.

Skylights and solar collectors will be considered where they are integrated into the design of the house and placed where they cannot be viewed as part of a primary façade. They shall be pre-finished or painted in a color similar to the roof.

GARAGES

Attached garages shall be integrated into the overall design and massing of the house. Detached garages connected to the house by a breezeway are allowed but the square footage of the detached garage cannot be counted towards the house square foot minimum. Whenever possible, garage doors shall not be located on the street front of the house. The DRB recommends that the garage be located at the rear of the house or to the side, behind the main body of the home. Fully detached garages are allowed and will be reviewed and approved on a case by case basis.

ARCHITECTURAL STANDARDS FOR CONSTRUCTION

FOUNDATIONS

Homes in Liberty Ridge may be constructed on crawl space or on raised solid foundation. All portions of the exterior foundations shall be constructed of brick or stone. Synthetic or natural stucco foundations may be permitted for facades entirely constructed of the same stucco material.

BASEMENTS

Basements will be approved on a case by case basis. As stated previously, all portions of the exterior foundation shall be constructed of brick or stone.

FIREPLACES, CHIMNEYS AND FLUES

When chimneys are used, masonry, stone or stucco chimneys are required. The depth and width of the chimney shall be appropriately sized in proportion to the size and height of the house. Unenclosed metal flues shall not extend more than 36" above their roof penetration and shall not be visible from the front of the house. Direct vent fireplaces must be pre-approved by the DRB.

EXTERIOR MATERIALS

Facades shall be finished with one or more of the following materials:

- Brick
- Stone
- Natural or synthetic stucco
- Shake siding
- Horizontal lap siding (natural wood, hardboard, concrete, pre-finished seamless steel)
- Board and batten, hardiplank or other approved cementitious siding
- Vinyl (May be used on a case by case basis when used as an accent in a small area, is blended with other hard surface features, and is integral to the design features of the home. For example, cedar shake vinyl accent may be approved on certain style homes.)

Any other materials will be considered on a case by case basis. Exterior materials shall not be "plugged on" and a "billboard" approach to accenting a gable must be avoided. Exterior materials should have a purpose. When stone or brick is used, the section, or sections, where applied should be continuous around corners and not applied to the façade only and must return to an inside corner.

EXTERIOR TRIM AND DECORATIONS

Exterior window and door trim and similar decorations shall all be of the same color and material, unless otherwise approved, and be consistent with the overall design theme of the house. Eaves, band boards, cornices, rakes, columns, pilasters, corner boards, vents, and window and door trim shall be consistent with the size of the house and sized proportionately.

All primary facades shall have a minimum four (4) member cornice and eave consisting of frieze board, crown mold, eave and fascia.

All gable ends shall have box rakes that project out a minimum of 12" unless the architectural style of the house, in the opinion of the DRB, calls for a different design.

Gutters and downspouts shall blend in and be directly compatible with the architectural detail of the exterior walls. Copper gutters are recommended where possible. Gutters should tie into the stormwater retention system where possible.

Shutters, when used, shall be sized to match window openings and the style should be compatible with the style, materials and colors of the house.

WINDOWS AND DOORS

All windows and doors shall be of a style and size that are appropriate to the design of the home. Vinyl or pre-finished windows will be allowed, however, they must be designed in profiles and with trims that are similar to traditional wood windows. The DRB may reject windows that do not meet this aesthetic standard. The DRB also reserves the right to require different styles, sizes or locations of windows when, in its opinion, the changes are necessary to maintain the aesthetic quality of the façade.

All door styles must be submitted for final approval. Six panel doors that do not have either a transom or sidelights should have an exterior pediment or detailed architectural trim surrounding the front entry (e.g., Fypon window head). Double front doors, doors with double side lights and custom design doors are encouraged. Metal doors, designed to look like wood doors, must be approved by the DRB.

Storm doors shall be compatible with the style of the house and door they cover. In general, single, full light doors, or traditional multiple light doors, which match the design characteristics of the doors they cover, will be approved.

PORCHES AND DECKS

All front entry stoops and extended front porches shall be a minimum of 6' in depth and be constructed on continuous foundations and finished in materials to match the house. Band boards, handrails and railings shall be painted wood or metal and of a design to match the character and style of the house. Columns supporting roofs should be proportionate to the scale of the house. All secondary porches, open porches, stoops and screened porches shall be constructed of finish materials to match the house.

Grade level patios and terraces are encouraged. Rear decks should be constructed of quality exterior grade wood, similar composite material, or pressure treated wood. All decks must be enclosed with lattice or other approved screening material. Staining or painting of the deck is required. Decks or balconies constructed above the first floor level shall be finished to match the existing house except for deck flooring.

ACCESSORY BUILDINGS

Accessory buildings should match the adjacent house (at a minimum), or may be specially designed in a unique style, that it enhances the overall design of the house. Except for special designs, the minimum requirements for an accessory building include the following:

- The architectural style should match that of the house
- Roof styles and slopes should be similar to the house and be a minimum 8:12 slope
- Windows and doors should match the house
- Architectural elements such as soffits, eaves, trim, rakes, etc. should match the style of the same elements used on the house
- All exterior finish materials and colors should match the house
- It must be set on a solid foundation
- Landscaping may be required
- Accessory buildings should be located in the rear yard and away from neighbors

RESOURCE PROTECTION AREA SIGNAGE

Certain homesites in Liberty Ridge have a Resource Protection Area as noted on the plat. The owners of these lots will be required to install and maintain signage as required by James City County. The details of the sign style and location are shown on the subdivision plans for Liberty Ridge. The signage will be made available to owners and must be installed by the owner in the location(s) shown on the plans prior to issuance of a Certificate of Occupancy by the County.

APPENDIX A

DEFINITIONS USED IN THESE GUIDELINES

Baluster - An upright support for a rail.

By- Laws - Rules of operation for the Liberty Ridge Homeowners Association, Inc.

Corner Boards - Vertical boards installed on the corners of sided homes to cover the end of the siding.

Cornice - The exterior trim of a structure at the eave usually consisting of bed molding, soffit, fascia and crown molding.

County - James City County, Virginia.

Covenants - Declaration of Covenants, Conditions and Restrictions made by JCC, L.L.C., the Liberty Ridge Homeowners Association, Inc., and BB&T - VA Collateral Service Corporation.

Crawl Space - The space created between the ground and the finished floor of the structure from the utilization of pier or continuous block during foundation construction.

Drip line - An imaginary line projected vertically down from the outside edges of the tree branches.

Eave - The lower edge of a sloping roof which projects beyond the wall.

Elevation - The exterior face of a structure including the front, sides and rear.

Façade - The exterior face in a building which is considered the formal front of the structure.

Flashing (Roof) - Metal used in waterproofing roof valleys, hips, and angles created between roofs the other structures.

Floor Plan - A drawing showing the layout of the enclosing walls of the structure, its doors and windows, and the arrangements of the interior spaces as viewed from above.

Footprint - The outline of a structure as viewed from above.

Foundation - The structural base where the entire load from the building is transmitted to the ground.

Gable - The vertical, triangular portion of the end of a structure having a double sloping roof from the level of the eave to the ridge of the roof.

Homesite - The area contained within the property lines of any given lot on a recorded subdivision plat.

Pilaster - A non-structural, rectangular or semi-circular column applied to the wall simulating supports for a decorative pediment or arch.

Appendix A Continued

Pediment - A decorative trim element used primarily over windows and entrances.

Property Line - The legal limits of the property.

Rake Board - A board or molding along the sloping edge of a gable which conceals the rafter.

Scale - A system of proportions used in architectural drawings so that the actual size of an item to be drawn can be reduced to fit on a sheet of paper.

Setback - Lines indicated on a subdivision plat showing the outer limits of the building area.

Site Plan - A plan of a lot indicating property lines, the location and size of structures, and the distance of structures from property lines.

Slope (Roof) - The steepness of a roof measure by the amount of rise in inches per foot of horizontal length.

Soffit - The exposed undersurface of any overhead component of a building.

Synthetic Stucco - A pre-manufactured exterior finish material resembling cement stucco that can be applied over the exterior sheath of a building.

Topography - A description of the vertical variations of land (i.e. flat, sloping, hills, valleys).

Tree fence - protective fencing placed around a tree to the drip line in an attempt to keep construction traffic off the roots of the tree.

Water Conservation Agreement - Agreement entered into by JCC, L.L.C., and the James City Service Authority establishing water conservation guidelines for Liberty Ridge.

Appendix B
Water Conservation Agreement and Standards

Water Efficient Landscaping

- No more than 10,000 square feet on each single family lot, not to exceed a total of 125 lots, and an additional 20,000 square feet within the development on open space parcels shall be permitted turf irrigation. The secondary entry feature and signage on SPC-6 and adjacent to lot 90 at the intersection of Mallory Place with Centerville Road will have water provided via a one inch long side water service connection from the existing waterline in Centerville Road. Since this secondary entry feature and signage are located within the Primary Service Area, this area will be permitted an additional 10,000 square feet for turf irrigation.
- Primary plantings, including those on residential lots, should be drought tolerant, low water use plants. Where appropriate, non-invasive native plants are recommended. A suggested plant list is available from the James City Service Authority (JCSA).
- Wherever possible, existing trees and vegetation shall be retained.
- Trees located in turf areas and all landscape beds shall be mulched with a minimum of two to three inches of one of the following organic mulches: shredded bark, shredded leaves, pine nuggets, and pine straw and shall be maintained and replenished annually.
- Landscape and irrigation plans for each lot and common areas must be approved by the Liberty Ridge Architectural Review Board (ARB) prior to performing any work. ARB approval will be provided to the JCSA.

Irrigation Systems and Indoor Appliances

- Pre-existing vegetation shall not be irrigated.
- No irrigation wells will be permitted with the exception of item 2h, below.
- Irrigation systems shall not be manually operated by the residents and shall be programmed to deliver a maximum of the equivalent of one inch of water per week, less if it rains, for each single family lot and the common areas identified in 1a, above.
- Irrigation for odd numbered and even numbered lots shall occur on alternating days and a maximum of three days per week, and irrigation will be permitted only between May 1st and September 30th. All JCSA conservation requirements shall be followed.
- Residential property irrigation systems for landscape beds and turf areas shall be a Techline drip line irrigation system manufactured by Netafim USA or an approved equal. Irrigation systems using pop-up rotating sprinkler heads are prohibited.
- All irrigation systems for each single family lot and common areas shall utilize an Intelli-Sense Series Controller, or approved equal. The development will separate the odd numbered and even numbered lots into one of four sectors that will limit irrigation to a maximum of four hours for each region, three days per week, so no more than one eighth of the total number of lots in the development will have individual lot irrigation systems operating at any one time. The sectoring shall be based on the JCSA odd/even strategy including no watering on Mondays and no watering from 9:00 a.m. to 5:00 p.m. Moreover, each individual lot irrigation system will be separated into four zones of 2,500 square feet, so that only one zone per lot with no more than 7.26 gallons per minute being irrigation at any one time.
- Builder installed hot water heaters, washing machines and dishwashers should be water efficient models.

Appendix B Continued
Water Conservation and Agreement Standards

- A temporary, four inch diameter, artesian well will be permitted to be installed to provide water for irrigation for the front entry feature and signage, domestic and irrigation water for the temporary and permanent sales centers, and for potable water for construction predicated that the well will be shut off and capped in accordance with JCSA requirements within one year from the day when water is available from the water production facility for Liberty Ridge.

Changes and Amendments

- The Liberty Ridge Architectural Review Board reserves the right to amend or change these Water Conservation Requirements from time to time with or without notice; provided, however, JCSA must approve any changes.
- Written notice of any changes shall be sent to all members of the HOA within ten (10) days of adoption and approval.

Enforcement

- Water Conservation Requirements of the Liberty Ridge Homeowners Association shall be fully enforceable by the Board of Directors as provided for in the Association By-Laws. The HOA shall also provide or assign an agent to perform annual inspections of individual lot and common space irrigation systems to assure compliance.
- From time to time JCSA and James City County may adopt generally applicable water conservation rules. The Liberty Ridge HOA shall incorporate those rules and regulations and they shall be fully enforceable by the Liberty Ridge HOA as well as the JCSA and James City County.

Appendix C DRIVEWAY CULVERT SCHEDULE †

Lot No.	Contributing Area		Time of Conc. (mins)*	2-yr R/F Intensity (in/hr)	10-yr R/F Intensity (in/hr)	2-yr Flow Rate Q = C/A (cfs)	10-yr Flow Rate Q = C/A (cfs)	2-yr Exit Velocity (ft/sec)	Req'd Outlet Protection (CY) ††	Req'd Culvert Diameter* (in)
	(Acres)	"C" Value								
1	0.62	0.60	5	5.8	7.5	2.17	2.81	0.00	N/A	0
2	0.16	0.50	5	5.8	7.5	0.47	0.60	0.00	N/A	0
3	0.56	0.50	5	5.8	7.5	1.63	2.12	0.00	N/A	0
4	0.87	0.45	5	5.8	7.5	2.28	2.96	0.00	N/A	0
5	0.36	0.45	5	5.8	7.5	0.94	1.22	0.00	N/A	0
6	0.22	0.55	5	5.8	7.5	0.71	0.91	0.00	N/A	0
7	0.64	0.45	5	5.8	7.5	1.68	2.18	0.00	N/A	0
8	0.68	0.45	5	5.8	7.5	1.78	2.31	0.00	N/A	0
9	0.21	0.60	5	5.8	7.5	0.73	0.95	0.00	N/A	0
10	1.34	0.45	5	5.8	7.5	3.52	4.56	0.00	N/A	0
11	1.32	0.45	5	5.8	7.5	3.46	4.49	0.00	N/A	0
12	1.16	0.40	5	5.8	7.5	2.71	3.51	0.00	N/A	0
13	0.98	0.35	5	5.8	7.5	2.00	2.59	0.00	N/A	0
14	0.49	0.35	5	5.8	7.5	1.00	1.30	0.00	N/A	0
15	0.90	0.60	5	5.8	7.5	3.15	4.08	0.00	N/A	0
16	0.27	0.55	5	5.8	7.5	0.87	1.12	0.00	N/A	0
17	0.17	0.55	5	5.8	7.5	0.55	0.71	0.00	N/A	0
18	0.40	0.55	5	5.8	7.5	1.28	1.66	0.00	N/A	0
19	0.57	0.50	5	5.8	7.5	1.66	2.15	0.00	N/A	0
20	0.86	0.50	5	5.8	7.5	2.51	3.25	0.00	N/A	0
21	0.21	0.50	5	5.8	7.5	0.61	0.79	0.00	N/A	0
22	0.13	0.60	5	5.8	7.5	0.45	0.59	0.00	N/A	0
23	0.27	0.60	5	5.8	7.5	0.94	1.22	0.00	N/A	0
24	0.06	0.60	5	5.8	7.5	0.21	0.27	0.00	N/A	0
25	0.24	0.60	5	5.8	7.5	0.84	1.09	0.00	N/A	0
26	0.39	0.60	5	5.8	7.5	1.36	1.77	0.00	N/A	0
27	0.52	0.65	5	5.8	7.5	1.97	2.55	0.00	N/A	0
28	1.59	0.45	13	4.2	5.5	3.02	3.94	0.00	N/A	0
29	1.54	0.40	5	5.8	7.5	3.59	4.66	0.00	N/A	0
30	1.47	0.40	5	5.8	7.5	3.43	4.44	0.00	N/A	0
31	1.00	0.40	5	5.8	7.5	2.33	3.02	0.00	N/A	0
32	0.34	0.50	5	5.8	7.5	0.99	1.28	0.00	N/A	0
33	0.33	0.50	5	5.8	7.5	0.96	1.25	0.00	N/A	0
34	0.51	0.55	5	5.8	7.5	1.64	2.12	0.00	N/A	0
35	0.88	0.55	5	5.8	7.5	2.82	3.66	0.00	N/A	0

36	1.01	0.60	5	5.8	7.5	3.53	4.58	0.00	N/A	0
37	1.09	0.60	5	5.8	7.5	3.81	4.94	0.00	N/A	0
38	1.76	0.40	5	5.8	7.5	4.11	5.32	0.00	N/A	18
39	1.17	0.40	5	5.8	7.5	2.73	3.54	0.00	N/A	0
40	0.90	0.40	5	5.8	7.5	2.10	2.72	0.00	N/A	0
41	0.29	0.40	5	5.8	7.5	0.68	0.88	0.00	N/A	0
42	0.26	0.60	5	5.8	7.5	0.91	1.18	0.00	N/A	0
43	0.60	0.60	5	5.8	7.5	2.10	2.72	0.00	N/A	0
44	0.96	0.45	8	5.0	6.6	2.20	2.85	0.00	N/A	0
45	0.04	0.55	5	5.8	7.5	0.13	0.17	0.00	N/A	0
46	0.19	0.65	5	5.8	7.5	0.72	0.93	0.00	N/A	0
47	0.40	0.55	5	5.8	7.5	1.28	1.66	0.00	N/A	0
48	0.23	0.55	5	5.8	7.5	0.74	0.96	0.00	N/A	0
49	0.75	0.60	5	5.8	7.5	2.62	3.40	0.00	N/A	0
50	0.65	0.60	5	5.8	7.5	2.27	2.95	0.00	N/A	0
51	0.50	0.55	5	5.8	7.5	1.60	2.08	0.00	N/A	0
52	0.46	0.50	5	5.8	7.5	1.34	1.74	0.00	N/A	0
53	0.59	0.50	5	5.8	7.5	1.72	2.23	0.00	N/A	0
54	1.90	0.50	8	5.0	6.6	4.84	6.27	0.00	N/A	18
55	0.59	0.45	5	5.8	7.5	1.55	2.01	0.00	N/A	0
56	0.26	0.45	5	5.8	7.5	0.68	0.88	0.00	N/A	0
57	0.23	0.60	5	5.8	7.5	0.80	1.04	0.00	N/A	0
58	0.77	0.55	5	5.8	7.5	2.47	3.20	0.00	N/A	0
59	0.31	0.55	5	5.8	7.5	0.99	1.29	0.00	N/A	0
60	0.23	0.65	5	5.8	7.5	0.87	1.13	0.00	N/A	0
61	0.54	0.65	5	5.8	7.5	2.05	2.65	0.00	N/A	0
62	1.63	0.45	5	5.8	7.5	4.28	5.54	0.00	N/A	18
63	9.23	0.30	28	2.8	3.8	7.84	10.52	0.00	N/A	24
64	0.40	0.45	5	5.8	7.5	1.05	1.36	0.00	N/A	0
65	0.28	0.40	5	5.8	7.5	0.65	0.85	0.00	N/A	0
66	0.88	0.35	5	5.8	7.5	1.80	2.33	0.00	N/A	0
67	1.79	0.35	5	5.8	7.5	3.65	4.74	0.00	N/A	0
68	2.14	0.35	5	5.8	7.5	4.37	5.66	0.00	N/A	18
69	2.96	0.35	33	2.5	3.4	2.65	3.59	0.00	N/A	0
70	3.93	0.35	15	3.9	5.1	5.44	7.12	0.00	N/A	24
71	0.43	0.58	5	5.8	7.5	1.45	1.89	0.00	N/A	0
72	0.06	0.65	5	5.8	7.5	0.23	0.29	0.00	N/A	0
73	0.03	0.65	5	5.8	7.5	0.11	0.15	0.00	N/A	0
74	0.05	0.65	5	5.8	7.5	0.19	0.25	0.00	N/A	0
75	0.52	0.45	5	5.8	7.5	1.36	1.77	0.00	N/A	0
76	0.48	0.45	5	5.8	7.5	1.26	1.63	0.00	N/A	0
77	2.45	0.30	5	5.8	7.5	4.29	5.56	0.00	N/A	18
78	1.14	0.35	5	5.8	7.5	2.33	3.02	0.00	N/A	0

79	1.58	0.35	5	5.8	7.5	3.22	4.18	0.00	N/A	0
80	3.10	0.35	15	3.9	5.1	4.29	5.62	0.00	N/A	18
81	3.12	0.40	30	2.7	3.6	3.39	4.57	0.00	N/A	0
82	0.28	0.55	5	5.8	7.5	0.90	1.16	0.00	N/A	0
83	0.38	0.50	5	5.8	7.5	1.11	1.44	0.00	N/A	0
84	4.41	0.50	27	2.9	3.8	6.38	8.54	0.00	N/A	24
85	4.39	0.50	26	2.9	3.9	6.49	8.68	0.00	N/A	24
86	4.29	0.45	26	2.9	3.9	5.71	7.63	0.00	N/A	24
87	3.85	0.40	25	3.0	4.0	4.66	6.22	0.00	N/A	18
88	1.45	0.50	5	5.8	7.5	4.23	5.48	0.00	N/A	18
89	1.08	0.45	5	5.8	7.5	2.83	3.67	0.00	N/A	0
90	0.09	0.70	5	5.8	7.5	0.37	0.48	0.00	N/A	0
91	0.10	0.70	5	5.8	7.5	0.41	0.53	0.00	N/A	0
92	0.25	0.70	5	5.8	7.5	1.02	1.32	0.00	N/A	0
93	0.40	0.70	5	5.8	7.5	1.63	2.12	0.00	N/A	0
94	0.58	0.70	5	5.8	7.5	2.37	3.07	0.00	N/A	0
95	0.86	0.70	5	5.8	7.5	3.51	4.55	0.00	N/A	0
96	1.61	0.65	15	3.9	5.1	4.14	5.42	0.00	N/A	18
97	1.88	0.65	16	3.8	5.0	4.68	6.15	0.00	N/A	18
98	1.92	0.65	15	3.9	5.1	4.93	6.46	0.00	N/A	18
99	0.53	0.50	5	5.8	7.5	1.55	2.00	0.00	N/A	0
100	0.23	0.50	5	5.8	7.5	0.67	0.87	0.00	N/A	0
101	0.33	0.40	5	5.8	7.5	0.77	1.00	0.00	N/A	0
102	0.07	0.50	5	5.8	7.5	0.20	0.26	0.00	N/A	0
103	0.05	0.60	5	5.8	7.5	0.17	0.23	0.00	N/A	0
104	0.22	0.65	5	5.8	7.5	0.83	1.08	0.00	N/A	0
105	0.18	0.58	5	5.8	7.5	0.61	0.79	0.00	N/A	0
106	0.08	0.58	5	5.8	7.5	0.27	0.35	0.00	N/A	0
107	0.18	0.58	5	5.8	7.5	0.61	0.79	0.00	N/A	0
108	0.74	0.50	5	5.8	7.5	2.16	2.80	0.00	N/A	0
109	0.61	0.50	5	5.8	7.5	1.78	2.31	0.00	N/A	0
110	0.48	0.50	5	5.8	7.5	1.40	1.81	0.00	N/A	0
111	0.58	0.70	5	5.8	7.5	2.37	3.07	0.00	N/A	0
112	0.73	0.50	5	5.8	7.5	2.13	2.76	0.00	N/A	0
113	0.46	0.70	5	5.8	7.5	1.88	2.43	0.00	N/A	0
114	0.17	0.58	5	5.8	7.5	0.57	0.75	0.00	N/A	0
115	0.36	0.60	5	5.8	7.5	1.26	1.63	0.00	N/A	0
116	0.16	0.55	5	5.8	7.5	0.51	0.67	0.00	N/A	0
117	0.52	0.58	5	5.8	7.5	1.76	2.28	0.00	N/A	0
118	0.95	0.35	5	5.8	7.5	1.94	2.51	0.00	N/A	0
119	0.70	0.35	5	5.8	7.5	1.43	1.85	0.00	N/A	0
120	0.56	0.35	5	5.8	7.5	1.14	1.48	0.00	N/A	0
121	0.43	0.35	5	5.8	7.5	0.88	1.14	0.00	N/A	0

122	0.24	0.35	5	5.8	7.5	0.49	0.63	0.00	N/A	0
123	0.14	0.35	5	5.8	7.5	0.29	0.37	0.00	N/A	0
124	0.30	0.35	5	5.8	7.5	0.61	0.79	0.00	N/A	0
125	1.74	0.35	5	5.8	7.5	3.55	4.60	0.00	N/A	0
126	0.41	0.53	5	5.8	7.5	1.27	1.64	0.00	N/A	0
127	0.11	0.58	5	5.8	7.5	0.37	0.48	0.00	N/A	0
128	0.17	0.60	5	5.8	7.5	0.59	0.77	0.00	N/A	0
129	0.31	0.68	5	5.8	7.5	1.23	1.59	0.00	N/A	0
130	0.46	0.68	5	5.8	7.5	1.82	2.36	0.00	N/A	0
131	0.56	0.68	5	5.8	7.5	2.22	2.88	0.00	N/A	0
132	1.14	0.60	5	5.8	7.5	3.99	5.17	0.00	N/A	18
133	1.01	0.55	5	5.8	7.5	3.24	4.20	0.00	N/A	0
134	0.62	0.60	5	5.8	7.5	2.17	2.81	0.00	N/A	0
135	0.28	0.36	5	5.8	7.5	0.59	0.76	0.00	N/A	0
136	1.16	0.40	5	5.8	7.5	2.71	3.51	0.00	N/A	0
137	2.25	0.38	5	5.8	7.5	4.99	6.46	0.00	N/A	18
138	0.60	0.38	5	5.8	7.5	1.33	1.72	0.00	N/A	0
139	0.90	0.38	5	5.8	7.5	1.99	2.59	0.00	N/A	0

*Required culvert diameters are based on the maximum values for a 1.5' maximum headwater condition using the nomograph provided in Appendix 8C-1 of the VDOT Drainage Manual.

**Where 24" culverts are required, the contractor shall provide a 2.0' deep ditch section at both the upstream and downstream ends of the lot, and additionally provide a minimum of 1.0% slope to transition back to a 1.5' section.

† Fire hydrant crossings shall correspond to HRPDC detail WD 07 and culverts shall be sized according to the culvert schedule based on the lot which contains the hydrant.

†† VDOT methods were used to determine the required outlet protections.

See the VDOT Road and Bridge Standards, Plate 114.01, revised per HDA05-03.

**Appendix C
Continued
Culvert Headwall Treatments**

Culvert Headwall Treatment design criteria:

- A grading plan illustrating the location of the culvert, headwall and proposed grading shall be submitted and approved by the DRB.
- Culvert headwalls shall be constructed using materials outlined below

Approved Headwall Material:

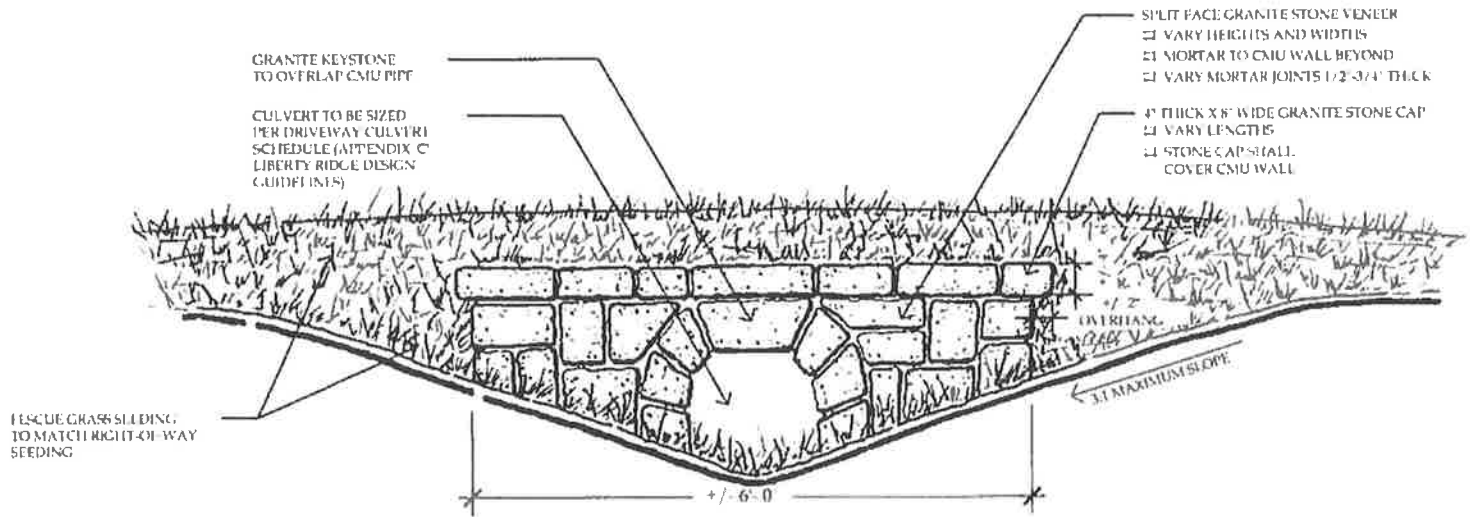
Stone type: 'Biltmore' Granite

Size: Random rectangular and square stone 2" x 2" - 18" maximum

Supplier: Charles Luck Stone Center

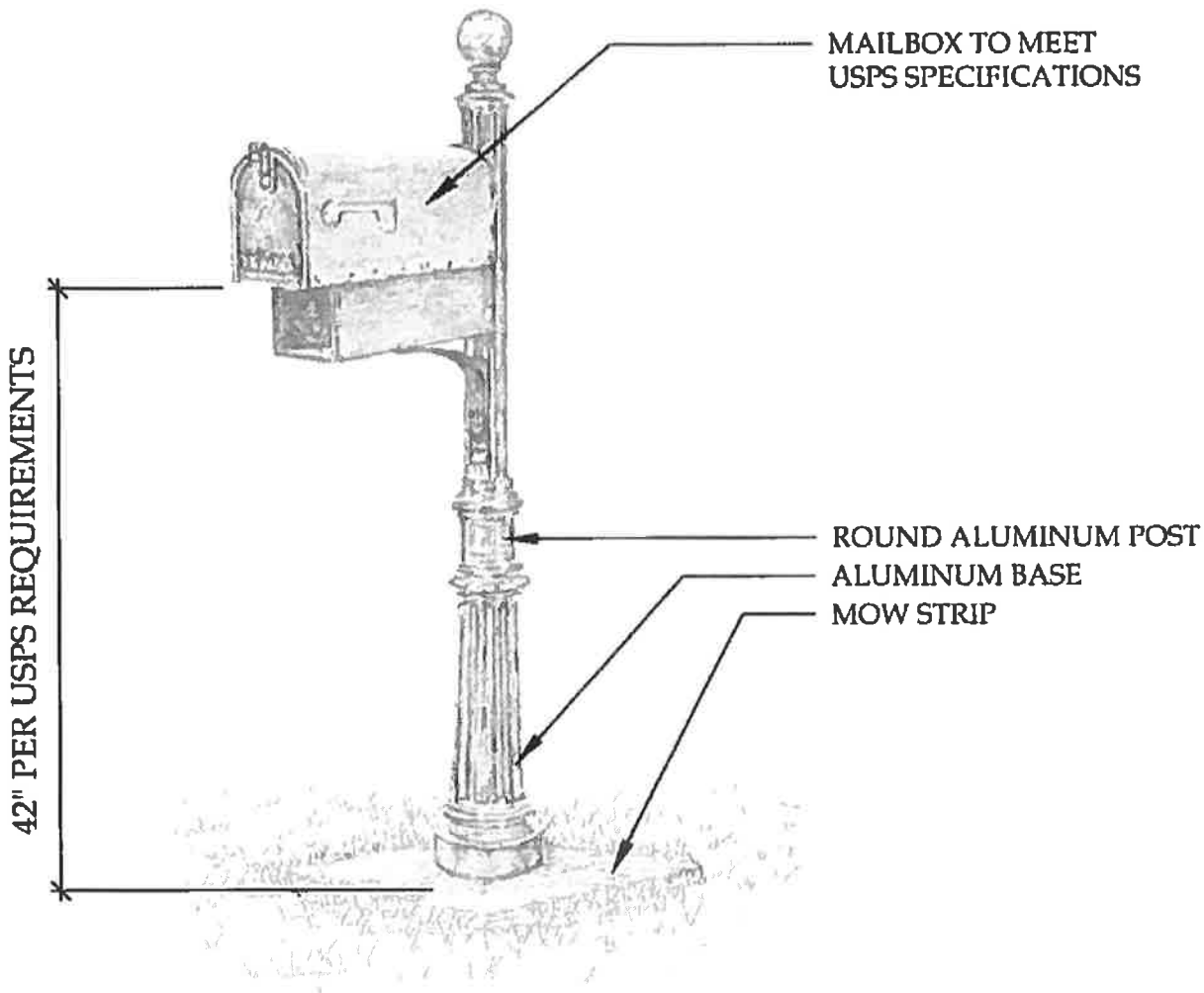
190920 Star Road

Wake Forest, NC 27588



DRIVEWAY CULVERT HEADWALL

**Appendix D
Mailbox Example Under Design**



Appendix E Driveway Treatments

Driveway general design criteria:

- Maximum driveway width: 12'
- Minimum horizontal clearance: 16' feet clear, or as required by Fire Department
- Maximum Apron Width (where driveway meets roadway): 16'
- Where possible existing cleared areas and are to be used for driveway alignment
- Straight driveway alignments are to be minimized. Driveways are to be aligned to buffer views from the road through a combination of curve alignments and vegetative screening.

Approved driveway apron material:

- Granite cobble or stone paving
- Tumbled concrete pavers
- Integral colored concrete with Pea Gravel and banded with stone or Traditional Brick
- Tumbled brick with 1/2" mortar joints



GRANITE COBBLE
PAVING



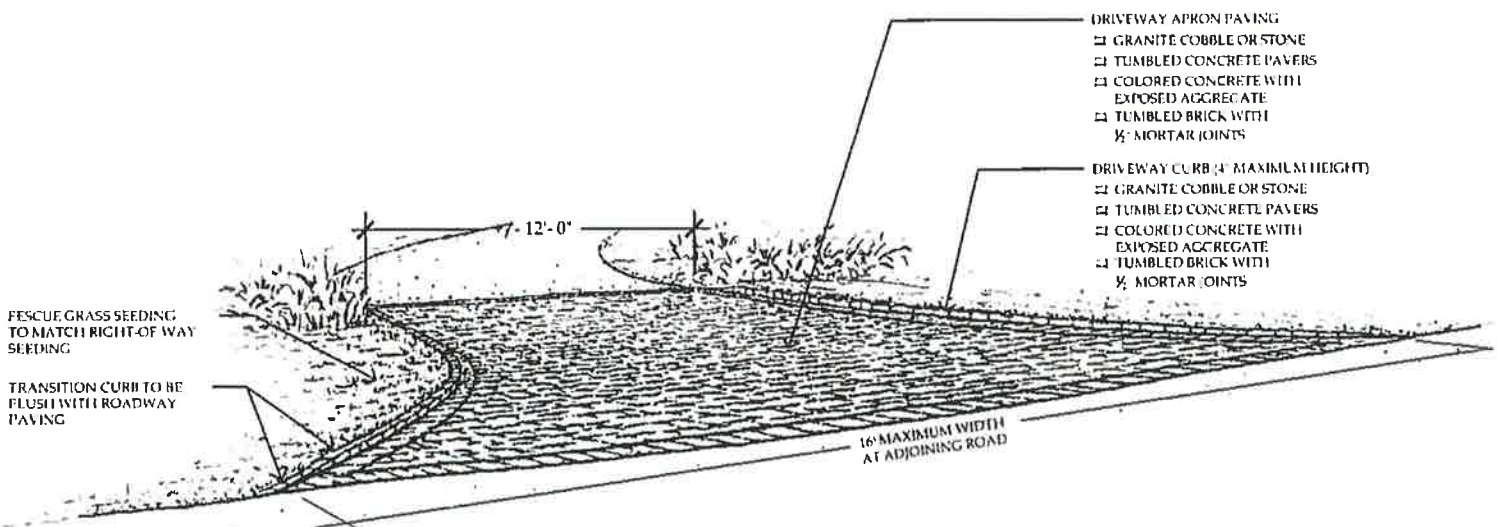
COLORED CONCRETE
WITH EXPOSED AGGREGATE



TUMBLLED CONCRETE
PAVERS



TUMBLLED BRICK WITH
1/2" MORTAR JOINT



DRIVEWAY APRON SKETCH

Appendix E (continued)

Prohibited driveway apron paving materials:

- Untextured, uncolored concrete
- Concrete block
- Wire cut brick with sharp, machined edge

UPLOADED
4/27/2021