

THE ASSOCIATION AT STONEHOUSE, INC.

9701 Mill Pond Run, Toano, Virginia 23168-9606

Phone (757) 566-0128 / Fax (757) 566-1198

DEBIT AUTHORIZATION FORM

I (we) hereby authorize The Association at Stonehouse, Inc. or its agent to initiate debit entries to my checking/savings account(s) at the financial institution listed below and if necessary, initiate adjustments for any transactions debited in error. This authority will remain in effect until The Association at Stonehouse, Inc. is notified by me (us) in writing to cancel it in such time as to afford The Association at Stonehouse, Inc. and the Financial Institution a reasonable opportunity to act on it.

I acknowledge my right to receive prior notice of any debit entry which varies from the approved monthly association fee debit entry in any amount.

(NAME OF FINANCIAL INSTITUTION)

(ADDRESS OF FINANCIAL INSTITUTION – BRANCH, CITY, STATE, & ZIP)

X

(SIGNATURE)

(DATE)

(NAME – PLEASE PRINT)

(MAILING ADDRESS – PLEASE PRINT)

(UNIT STREET ADDRESS-PLEASE PRINT)

THE FIRST ENTRY WILL OCCUR ON THE 2ND OF April, 2005 IF THIS AUTHORIZATION IS RECEIVED BY The Association at Stonehouse, Inc. BY THE 20TH OF THE CURRENT MONTH. EACH PAYMENT THEREAFTER WILL OCCUR ON THE 2ND DAY OF EACH QUARTER UNLESS IT FALLS ON A HOLIDAY OR WEEKEND. IN THAT INSTANCE, THE PAYMENT WOULD BE DRAFTED THE FIRST BUSINESS DAY AFTER.

Circle One: CHECKING or SAVINGS

CHECKING/SAVINGS ACCOUNT NUMBER (Second Set of Numbers):

FINANCIAL INSTITUTION ROUTING NUMBER (First Set of Numbers):

PLEASE ATTACH A VOIDED CHECK

Please return form to: United Property Associates
Attn: Alisha Roberson
525 S. Independence Blvd, Ste 200
Virginia Beach VA 23452

XX
(COMPANY USE ONLY)

ASSOCIATION NUMBER: CUSTOMER NUMBER:

RECEIVED: ENTERED: ENTERED BY:

AMOUNT: \$

Fencing: Materials: _____ Color: _____

 Description: _____

 Location (show on site plan): _____

Decks: Manufacturer: _____

 Color: _____

 Description: _____

Porches: Manufacturer: _____

 Color: _____

 Description: _____

I hereby certify that the Dwelling design contained in this submission is in accordance and will be constructed in accordance with the Design Standards, as well as information provided on this application, including the plans, specifications and oral representations, and the square footage calculations are accurate.

Date: _____ By: _____

THE ASSOCIATION AT STONEHOUSE, INC.

9701 Mill Pond Run, Toano, Virginia 23168-9606

Phone (757) 566-0128 / Fax (757) 566-1198

FINAL INSPECTION APPLICATION

DATE: _____ SECTION: _____ LOT: _____

Property Address: _____

Builder: _____

Mailing Address: _____

Telephone: Office: _____ Fax: _____ Cell: _____

Inspections will be performed on Thursday afternoons, usually within a week of the application date.

(FOR ERC USE ONLY)

REVIEW DATE: _____

Are all plumbing and exhaust fan vents in rear walls/roof screened from streets and painted flat black?	YES	NO	N/A
Is HVAC system located as approved on the site plan?	YES	NO	N/A
Is the drainage ditch and road in front of the site free of apparent damage?	YES	NO	N/A
Are exterior paint colors on walls and trim as approved?	YES	NO	N/A
Are shutters installed as approved?	YES	NO	N/A
Are attic fans, flues, etc. projecting through roofs painted flat black?	YES	NO	N/A
Are fences installed as on the approved site plan?	YES	NO	N/A
Are driveways and walks installed as on the approved site plan?	YES	NO	N/A
Driveway constructed of concrete, asphalt or approved pavers?	YES	NO	N/A
Is swimming pool and pool fence installed as approved?	YES	NO	N/A
Has lattice screen been installed as approved?	YES	NO	N/A
Is entire site free of construction debris and neatly graded?	YES	NO	N/A
Have foundation shrubs/landscaping been installed as on approved plan?	YES	NO	N/A
Are gutters installed as approved and do not drain onto adjoining lots?	YES	NO	N/A
Have lawn areas been sodded or planted and stabilized as approved?	YES	NO	N/A
Is mailbox installed and include street number?	YES	NO	N/A

Does inspector recommend refunding of conformance & compliance bonds? YES NO

INSPECTOR COMMENTS: _____

THE ASSOCIATION AT STONEHOUSE, INC.

9701 Mill Pond Run, Toano, Virginia 23168-9606

Phone (757) 566-0128 / Fax (757) 566-1198

FRAMING INSPECTION APPLICATION

DATE: _____ SECTION: _____ LOT: _____

Builder: _____

Address: _____

Telephone: Office: _____ Fax: _____ Cell: _____

Inspections will be performed on Thursday afternoons, usually within a week of the application date.

(FOR ERC USE ONLY)

REVIEW DATE: _____

Elevations are constructed as approved:	Front	YES	NO
	Left Side	YES	NO
	Right Side	YES	NO
	Rear	YES	NO
Window and door openings are the approved size:	Front	YES	NO
	Left Side	YES	NO
	Right Side	YES	NO
	Rear	YES	NO
The house is framed for a brick foundation base:		YES	NO
The roof pitch is a minimum 8/12 and is as approved:		YES	NO
Dormers are framed as shown on plans with correct detail:		YES	NO
Skylights are located and framed as approved:		YES	NO
The chimney is located, framed and constructed as approved:		YES	NO
Attic vents are as approved (gable, ridge):		YES	NO

INSPECTOR COMMENTS: _____

Reviewer – ERC Representative

ASSOCIATION DISCLOSURE PACKET NOTICE

Note to prospective purchasers: The lot you are considering purchasing is in a development which is subject to the provisions of the Virginia Property Owners' Association Act. Living in a community association carries with it certain rights, responsibilities and benefits.

Some of the benefits include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. In order to finance the operation of the community, each owner is responsible for and obligated to pay regular assessments, and if necessary, special assessments to ensure that the financial requirements are met. Failure to pay any of these assessments may result in a lien being placed on your property.

The use of common areas, financial obligations of lot owners' and other information concerning the rights, responsibilities and benefits resulting from the purchase of a lot in this common interest community are subject to the provisions of governing documents that typically include a declaration, bylaws, articles of incorporation and rules and regulations. These documents play an important role in association living and should be reviewed carefully prior to your purchase.

Some decisions of your association will be made by the board of directors, while others will be made by a vote of all association members, made up of the other lot owners in your development. You will be bound by all decisions of the association and the board of directors. The documents cited above contain information concerning the selection of members of the board of directors, meetings, voting requirements, and other important information you should become familiar with. **REMEMBER:** Failure to comply with the governing documents of your association can result in legal action being taken against you.

You may wish to become active in your association, either by running for the board of directors or by serving on a committee. Your involvement is important, as you will be bound by all decisions of the association and the board of directors.

The name of your association is:

The Association at Stonehouse, Inc.

Lot number and address:

Assessments and/or Mandatory Fees you are responsible for:

Assessments:	\$335.00	per	Quarter
Special assessments:	_____		
Other entity or facility:	_____		
Other fees:	Orchard Hill and Overlook Pool & Park - \$96.00 Quarter		
	Orchard Hill I, Lots 1-42 Mandatory Lawn Care - \$343.00 Quarter		
	Overlook I, Lots 201-218 Mandatory Lawn Care - \$343.00 Quarter		
	Orchard Hill II, Lots 43-85 Optional Lawn Care - \$255.00 Quarter		
	Overlook II, Lots 219-232 Optional Lawn Care \$255.00 Quarter		
	Richardson's Mill I, Lots 6,7 Private Lane Fee - \$0.0		
	Richardson's Mill I, Lots 8,9 Private Lane Fee - \$35.00 Quarter		
	Richardson's Mill I, Lots 32,33 Private Lane Fee- \$45.00 Quarter		

Richardson's Mill II, Lots 26,27,28 Private Lane Fee - \$56.00 Quarter
Richardson's Mill II, Lots 34,35 Private Lane Fee - \$0.0
Bent Tree III, Lots 9,10,11 Private Lane Fee - \$63.00 Quarter
Bent Tree III, Lots 24,25,26 Private Lane Fee - \$184.00 Quarter
Hillcrest, Lots 17,18 Private Lane Fee - \$60.00 Quarter

Failure to pay any of the above Assessments and/or mandatory Fees may result in nonjudicial foreclosure on your property or the following:

ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKET PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY. A LIST OF THOSE DOCUMENTS YOU ARE ENTITLED TO RECEIVE IN ACCORDANCE WITH THE PROPERTY OWNERS' ASSOCIATION ACT IS PRINTED ON THE BACK OF THIS NOTICE.

Recipient Name (print): _____
Recipient signature: _____
Date: _____

construction dumpster, setbacks, and any adjacent dwellings. Include surface drainage patterns, erosion and sediment control and, if applicable, the locations and details of tree protection and conservation easement fencing.

- e) **LANDSCAPE PLAN:** Within thirty (30) days of the Framing Review approval, two (2) copies of the Landscape Plan drawn to the same scale as the Site Plan and showing the location and sizes of all new plant material shall be submitted to the ERC for approval. Indicate existing trees to be preserved. Provide plant list, including common as well as botanical names, size, height, quantity, and spacing of new plant material (Appendix D). Lists that show only container sizes will be returned to the Applicant.

1.7.3 ADDITIONS, ACCESSORY STRUCTURES AND OTHER SITE IMPROVEMENTS TO COMPLETED DWELLINGS

a) ADDITIONS AND ACCESSORY STRUCTURES

The following is the minimum required for applications to the ERC:

- 1) **Application Form:** Two (2) copies of the Modification Application. All areas must be completed. Identify all finishes and materials and provide samples as applicable.
- 2) **Fee:** Payment of application fee based on the area of improvement. A copy of the Fee Schedule is available at the HOA office.
- 3) **Drawings:** Two (2) sets of Architectural Drawings (Scale: 1/4 inch = 1 foot) to include front, rear and side elevations as applicable. Include affected areas of the existing house when applying for an addition (e.g. windows, deck, patio, retractable awning, swimming pool, site structure). Indicate finish materials, colors, and roof pitch, as necessary.
- 4) **Site Plan:** Two (2) copies of the Site Plan (Scale: 1 inch = 30 feet) showing the location of the proposed structure on the lot, the distances to the property lines, and tree(s), if any, to be removed. Indicate any changes in landscaping.

b) FENCES

The following is the minimum requirement for application to the ERC:

- 1) **Application Form:** A completed Modification Application.
- 2) **Fee:** Payment of Application Fee. A copy of the Fee Schedule is available at the HOA office.
- 3) **Sketch:** A sketch of the style of fence requested. This may be done by the fence Contractor, with a catalog cut, or copied from

the sketches in the Design Standards.

- 4) Site Plan: A Site Plan (Scale: 1 inch = 30 feet) indicating the location of the fence, gates, distances to the property lines, and trees to be removed. Any changes to the landscaping will require a submittal of a Landscape Plan.
- c) COLOR CHANGES (BOARD SIDING, VINYL SIDING, TRIM, SHUTTERS, DOORS, ROOFING, ETC.)

The following is the minimum requirement for application to the ERC:

- 1) Application Form: A completed Modification Application.
 - 2) Samples: Color and material samples.
- d) PLAY STRUCTURES, LANDSCAPE ORNAMENTATION, ETC.

The following is the minimum requirement for application to the ERC:

- 1) Application Form: A completed Modification Application.
- 2) Fee: Payment of Application Fee. A copy of the Fee Schedule is available at the HOA office.
- 3) Graphics: A picture or drawing of the item with dimensions (length, width, and height) and colors noted, if not shown.
- 4) Site Plan: A Site Plan (Scale: 1 inch = 30 feet) showing the desired location in relation to the house and property lines. Give distances to the house and property lines for play structures or other large items.

ARTICLE II INDIVIDUAL LOT DEVELOPMENT STANDARDS

2.1 LAND DESIGN

2.1.1 OPEN SPACE

Open space is provided for the purposes of environmental protection, to preserve the natural character of the site, for community enhancement and, in some cases, for the recreational use of the Owners. Some of the open space exists on private lots, while the majority is located in the common areas.

- a) CONSERVATION EASEMENTS: Conservation easements are located on both private lots and on the public land. These easements are dedicated to James City County for the purpose of protecting areas of undisturbed natural open space as described under the Chesapeake Bay Preservation Act for water quality protection, slope protection, and minimizations of erosion in the County. Most of the network of streams and ravines in Stonehouse are included in these easements. Those areas must be left in

their natural condition per the agreement with the County. When conservation easements are located on a lot, they are not permitted to be developed or improved in any manner, except for silvicultural practices. Conservation easements are shown on the plat for each neighborhood.

- b) **COMMON AREA:** Open space, not containing conservation easements, may include active and passive parks, hiking and biking trails and community recreational features. In addition, open space shall be contained in various landscape easements and buffers to protect the overall setting of Stonehouse. Open spaces on the plats are labeled as common areas.

2.1.2 GREEN SPACE, IMPROVEMENT AND DWELLING ENVELOPES DEFINITION AND USE

- a) **GENERAL:** Lots within Stonehouse contain variety in form, topography and view orientation. Therefore, improvement envelopes and dwelling envelopes and, in some cases, green space, will be prescribed for the lots within each neighborhood in order to respond to a particular neighborhood setting and help provide for the preservation of trees, natural features, and open space. These envelopes define where improvements and building activities can take place. See Illustration 2.1.2, Appendix A.
- b) **GREEN SPACE REQUIREMENTS:** The area between the lot line and the improvement envelope may be considered green space and silvicultural practices are permitted; however, most lots will not be encumbered with green space requirements. On lots that do contain green space, the placement of a single-width driveway and/or sidewalks are permitted encroachments in the front yard. If a lot is large enough to contain a side-entry garage or a detached garage, a single-width driveway will be permitted to the garage door; however, its location will be strictly determined by the ERC after a certified land survey with a stake-out showing the location of the driveway.
- c) **IMPROVEMENT ENVELOPE:** Generally, the improvement envelope is that portion of the lot that lies between the property line and the dwelling envelope, or if the lot contains green space, it is the area from the inside boundary of the green space to the dwelling envelope. (See Illustration 2.1.2, Appendix A). Within the improvement envelope, accessory structures (such as utility buildings) and other improvements may be placed, including decks, patios, terraces, walkways, etc. As a general rule, no structures that are habitable will be permitted in the improvement envelope. Some lots may carry constraints which impact the location of the improvement envelope on the lot. They may be in the form of drainage and utility easements, golf course setbacks, and conservation easements as follows:
 - 1) **Easements for Utilities, Slope, Drainage, or Access:** Because of potential damage or interference with easements, no structural

improvements, trees, fencing, etc. may be placed on easements without prior approval of the ERC and the recipient of the easement (James City County, Dominion Virginia Power, Verizon, etc.). Any improvements approved and permitted to be constructed within an easement shall be installed at the Owner's risk with the understanding that such improvements may have to be removed to service the easement, and that the easement must be maintained by the Owner. Easements are shown on the subdivision plat.

- 2) **Golf Course Setback:** When a lot abuts the golf course, no improvement of any kind, excluding landscaping, shall be located within 50 feet of the golf course without prior written approval by the Tradition Golf Club at Stonehouse, or except as may be indicated on the plat of record.
 - 3) **Additional Restraints:** Additional restraints besides easements, such as slope disturbance, drainage patterns, existing stands of trees and views from adjacent properties may affect the location of the improvement envelope. In all cases, the ERC has the right to allow individual variances within the improvement envelope. Review the individual lot's schematic sketch and the associated Neighborhood Addendum for additional, pertinent lot information.
 - 4) **Permitted Improvements:** In the front yard, driveways and pathways may begin at the curb and connect to the attached or detached garage, to the main dwelling, or to the sidewalk (as applicable). Private pathways are permitted in side yards but these must be located at least two (2) feet away from the side property line. In the rear yard, landscaping is permitted to the edge of the property line or to the inside edge of the improvement envelope (as applicable). Consult the applicable Neighborhood Addendum for permitted locations of patios, terraces, decks, and accessory buildings, as well as permitted encroachments of the main house.
- d) **DWELLING ENVELOPE:** The dwelling envelope is established by the minimum setbacks for the placement of the main dwelling and garage. (See Illustration 2.1.2, Appendix A). The dwelling envelope lies inside the improvement envelope.
- 1) **Permitted Improvements:** Dwelling envelopes are prescribed for all lots in each neighborhood within Stonehouse. These are the minimum setbacks that define the placement of the dwelling and garage, and provide for spatial separation from public areas (roads, sidewalks, open space, etc.) and private areas (front, side and rear yards). The dwelling envelope generally shall contain the dwelling, garage and any roofed accessory structures, in addition to all improvements allowed in the improvement envelope.
 - 2) **Location:** The location of the dwelling envelope is based on topography, vegetation, other constraints and the relationships of

dwellings to the street, golf course(s), open space and each other. In the event the Owner can demonstrate that these goals can be better met by another dwelling placement, or if the ERC determines that application of the dwelling envelope to a particular lot would unreasonably limit the use and effectively deprive the Owner of an appropriate construction site, the ERC may grant a variance to the Owner (See Subsection 1.5.6 Variances). Subject to review and approval by the ERC, the dwelling may be placed anywhere within the dwelling envelope consistent with the requirements of Subsection 2.5.3, Setbacks, as well as meeting the minimum and maximum setback requirements as prescribed in the applicable Neighborhood Addendum.

2.2 CLEARING AND LOT PREPARATION

2.2.1 COUNTY ENVIRONMENTAL REQUIREMENTS

Applicants will be required by the County to meet certain environmental planning criteria which include staying within minimum permitted lot coverage for the house and pavements in accordance with the Chesapeake Bay Preservation Act, and not constructing on designated wetlands, or within the 100-year flood plain. The ERC does not interpret or enforce these criteria. Contact the County for information.

2.2.2 SITE CLEARING, CUTTING OF TREES

- a) **ABSOLUTELY NO CLEARING WITHOUT APPROVAL:** No clearing or work of any kind shall commence on any lot until plans and specifications as defined in these Design Standards have been submitted and approved by the ERC. For new homes, an on-site Stake-Out Review must be completed and written approval received. However, this does not restrict the Owner from removing any tree which may be leaning greater than 30 degrees, is dead, or is overhanging another Owner's property, nor any new growth tree which is smaller than two (2) inches in caliper.

Notwithstanding the foregoing, the Owner can clean up a vacant lot to include undergrowth and removal of dead and leaning trees, provided a Modification Application with a Site Plan to do this has first been submitted to and approved by the ERC and the trees to be removed have been marked on-site with tape at the time of the Site Plan submittal.

- b) **INITIAL CLEARING OF TREES:** Any natural vegetation on the lot shall be preserved, where at all possible. All clearing limits must be flagged and the corners of the house must be staked. The Stake-Out Review (see Paragraph 1.6.2.a) must be approved prior to any tree removal. Any plants, vegetation or trees uprooted or cut down on lots shall be removed from the lot and from Stonehouse as soon as practicable, but not later than five (5) working days.
- c) **REAR YARD BUFFERS:** In general, the ERC will encourage saving

most existing trees in the rear 25 feet of yards in Stonehouse as a buffer between yards, or between Stonehouse and any future off-site development. See the Neighborhood Addendum for any specifics on a particular neighborhood. In addition, lots backing up to the golf course has minimum setbacks, usually 50 feet.

- d) **REQUIRED TREE REPLACEMENT:** On lots where no significant trees can be saved, or where clearing is subsequently performed beyond what was approved, the ERC reserves the right to require the planting of nursery grown trees in accordance with the criteria in Section 2.6, Landscaping.
- e) **TREE REMOVAL DURING CONSTRUCTION:** No live hardwood tree greater than four (4) inches in caliper, no live ornamentals or holly trees, or any other live tree greater than two (2) inches in caliper may be removed without first obtaining approval from the ERC.
- f) **TREE PROTECTION DURING CONSTRUCTION:** All lot improvements must include provisions, as defined in this section, to protect trees and other vegetation during construction. Adherence to this practice will help improve the survival rate, health and ecological functions of the trees, thereby enhancing their ability to improve water quality, minimize soil loss and provide wildlife habitat.
 - 1) **Root Clearance:** Construction material storage areas and workers' parking shall be located where they will not cause compaction over roots of trees that are to be preserved.
 - 2) **Excavation Restrictions:** Trenching shall only occur outside of the tree protection area. Trenching shall be minimized by locating several utilities in the same trench wherever possible. Excavations for below-grade structures and utilities shall be kept away from the tree protection area.
 - 3) **Clearing Limit Fencing:** Orange construction fencing shall be installed along the clearing limits prior to any clearing construction activity or traffic taking place within ten (10) feet of the vegetation to be left undisturbed. This protection shall be maintained until all work in the vicinity has been completed. Provide the orange fencing at the drip line of trees being saved to protect the roots.

2.2.3 GRADING AND EROSION CONTROL

- a) **PREVENT EROSION DURING CONSTRUCTION:** An erosion and sediment control fence shall be erected outside of any areas to be disturbed by construction. If there is a Conservation Easement on the lot, the control fence must be placed ten (10) feet from the edge of the easement extending towards the dwelling. All control fences must be maintained in good condition during construction.

- b) **CONSTRUCTION ENTRANCE:** All lots shall have a stone construction entrance conforming to the Virginia Erosion and Sediment Control Handbook, latest edition.
- c) **GRADING FOR DRAINAGE:** All lots are to be graded to conform as much as possible to the existing site slope conditions and drainage patterns. Gradual grade adjustments are to be made to meet existing grades at the limits of any area disturbed on the site. No slopes in excess of 1-to-3 (vertical-to-horizontal) are to be created by the grading operation within ten (10) feet of the boundary of the improvement envelope of the lot.
- d) **DRAINAGE AND STORM WATER DISCHARGE:** Drainage and storm water discharge patterns shall be designed to minimize the impact to improvements on adjacent lots and streets. Such patterns from the lot shall be designed to enter the storm water piping system of the community or shall be dispersed to follow preexisting drainage flows (as much as possible) to avoid concentrated discharge onto adjacent properties, roads, or walkways. "Concentrated discharge onto adjacent properties," shall mean discharge from a pipe, gutter, swale, or other drainage course in the direction of an adjacent property, within ten (10) feet of the property line. Improvements shall not block existing drainage patterns without an adequate method to allow discharge of the storm water through the area. Resolution of drainage issues should be directed to the County Office for Stormwater Management.

Any discharge from property to the stormwater system shall be free of all silt and debris. Failure to adhere may result in requirements for cleanup of the stormwater facility to include drains and ponds.

2.2.4 TERRACING AND RETAINING WALLS

Where necessary to stabilize slopes, an Applicant shall provide retaining walls, stepped terraces, tree wells, or other forms of permanent erosion control as may be required by the ERC. Any such structures constructed must be shown on the Landscape Plan and must be approved by the ERC prior to installation. Retaining walls in front yards, corner side yards, or driveway entrances, including those for tree wells, whose faces are visible from the street, shall be constructed of brick, natural stone, or approved random-width or random-course manufactured block with a natural stone texture and color.

2.3 CONSTRUCTION SITE MANAGEMENT

2.3.1 SIGNAGE

During construction, one (1) Builder's identification sign (in accordance with Stonehouse signage policy) and one (1) plan box shall be allowed within the front setback of the lot to aid subcontractors, inspectors, and other related personnel to locate the particular lot within Stonehouse. The sign and plan box must be removed prior to the issuance of a Certificate of Compliance.

2.3.2 CONSTRUCTION DAMAGE

Any damage to adjacent properties, BMPs, streets and curbs, drainage inlets, sidewalks, street signs, mailboxes, walls, fences, etc. attributable to the Owner or the Owner's Builder, Subcontractors, or Suppliers must be repaired immediately by the Owner. A Certificate of Compliance will not be issued until all damages are resolved to the satisfaction of the ERC.

2.3.3 SPILLAGE/DUMPING

Operators of vehicles are required to exercise caution so as not to spill any materials while operating within the community. If spillage of a load occurs, operators are responsible for effective and immediate cleanup. Any cleanups performed by the HOA or under its express direction will be billed to the Owner and must be paid within 30 days or interest charges shall be imposed. Any spills must be reported to Security as soon as possible in order to expedite proper procedures with regard to cleanup.

The tracking of mud or any other debris spillage onto sidewalks and roadways shall be cleaned on a daily basis.

Dumping of construction materials on any property within Stonehouse is strictly prohibited

2.3.4 PORTABLE TOILETS

During construction, every Owner shall ensure that a portable construction site toilet is installed and maintained to serve the site. The portable construction toilet shall be located near the driveway and as close to the home as feasible. Under no condition shall they be located within 20 feet of any road, walking path, or sidewalk, unless otherwise approved by the ERC. The door must face into the lot.

2.3.5 LOT CLEANUP

All lots must be maintained in a neat and orderly fashion. Trash from construction work will be contained on site in a trash dumpster located as shown on the approved Site Plan and removed from the job site no less than twice a month. Alternatively, trash may be contained in a dump truck parked on the site for such purpose and removed at the end of each work day per Subsection 2.3.8, Construction Vehicles. The Owner is responsible for trash that blows off the lot and shall retrieve such trash immediately. All trash stockpiled (*short term*) for removal shall be located in the rear of the dwelling. Trash remaining on the lot after due notification will be removed by the HOA and the associated cost will be billed to the Owner.

No open burning of land clearing debris or construction material nor a warming fire shall be permitted.

2.3.6 STORAGE OF MATERIALS

Delivery of materials to a construction site shall be coordinated with the construction schedule so that the materials are utilized promptly and incidences of extended stockpiling are avoided. All materials for construction must be placed behind the front plane of the house and within the property lines of the Owner's lot. Stockpiling of construction materials on adjacent lots or on the streets is strictly prohibited.

2.3.7 CONSTRUCTION HOURS

The construction working hours and the delivery of construction materials shall be from 7:00 a.m. to 5:30 p.m. (EST) and 7:00 a.m. to 7:30 p.m. (DST) Monday through Saturday, except on New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Expanded construction hours may be considered for approval by the Association Manager to cover extenuating circumstances. Obtain approvals in writing in advance from the Association Manager.

2.3.8 CONSTRUCTION VEHICLES

No construction vehicles shall be parked improperly on any Stonehouse streets or lots whether vacant, under construction, or after completed construction. There will be no washing of any construction vehicles or equipment anywhere in Stonehouse. No construction vehicles or trailers shall be left overnight.

2.3.9 SITE APPEARANCE

All personnel working in Stonehouse are to maintain all areas in which they work free of discarded material such as lunch bags, soda cans, and other loose materials. No objects of any type should be thrown out of cars or trucks.

2.3.10 NOISE LEVELS

Loud radios are not allowed within Stonehouse as it is distracting and discomforting to residents. Normal radio levels (as determined by the HOA) are acceptable. Mounting speakers on vehicles, or placing them outside of dwellings under construction is prohibited.

Electrical generators may be used on a short term basis only if temporary electric power is not available near the jobsite. A temporary power meter must be activated by Virginia Power as soon as possible.

2.3.11 ACCESS

Short cuts across the golf course, HOA property or neighboring lots are expressly prohibited.

2.3.12 PERSONNEL

All personnel are required to wear shirts at all times. No alcoholic beverages or illegal drugs are permitted to be kept or consumed within Stonehouse. Any Builder, his employees or subcontractors, whose behavior is obnoxious or who violates these rules may be permanently expelled from working in the community.

2.4 IMPROVEMENTS TO LOTS

2.4.1 MINIMUM REQUIRED IMPROVEMENTS

The following minimum improvements will be required on each developed lot in Stonehouse.

- a) **HOUSE:** Any development or improvement of a homesite in Stonehouse must include, as part of the initial approval, an aboveground dwelling which meets the minimum standards for its neighborhood, as prescribed by the ERC in accordance with these Design Standards or subsequent revisions, as well as with the applicable Neighborhood Addendum.
- b) **PAVED DRIVEWAY AND FRONT WALK:** All lots developed in Stonehouse will include a paved driveway and a walk to the front door, in accordance with pavement standards specified in these Design Standards.
- c) **EQUIPMENT AND UTILITIES SCREENING:** Exterior HVAC and emergency generator equipment shall be screened in accordance with these Design Standards. See Subsections 2.9.1, HVAC Screening, and 2.9.5, Emergency Generators.
- d) **FINISHED AND LANDSCAPED YARD:** Every improved lot shall be landscaped in accordance with a Landscape Plan submitted and approved by the ERC. Required minimum landscaping can be found in the applicable Neighborhood Addendum. Additional landscaping may be required for screening certain views or to avoid a breach of privacy.

2.4.2 OTHER IMPROVEMENTS

Other improvements may be made to properties in Stonehouse after the minimum required improvements have been approved and installed in accordance with the applicable requirements in these Design Standards. If a particular desired improvement is not specifically addressed in these Design Standards, contact the HOA office to determine what submittals to the ERC are required.

2.5 SITING STRUCTURES ON A LOT

2.5.1 PROXIMITY OF SIMILAR HOUSES

The ERC reserves the right to reject the placement of houses with the same or substantially similar elevations side-by-side or directly across the street from one another. Applying upgrades, materials, or colors to an elevation does not

necessarily render it as substantially different. The ERC shall make final judgment as to the degree of acceptable similarities permitted in each neighborhood.

2.5.2 DWELLING SITING REQUIREMENTS

Unless otherwise permitted in the applicable Neighborhood Addendum, houses within Stonehouse should have a front-facing main entrance. The dwelling design should emphasize the pedestrian entry and, to the extent possible, de-emphasize the garage entry. Side-entry, rear-entry, and detached garages are strongly encouraged where possible. The dwelling should be placed on the lot to respect views from neighboring lots, streets, and open space. To enhance and reinforce the streetscape, the massing of dwellings shall be compatible with the size, shape, and topography of the lot and the massing of adjacent dwellings. Dwelling siting shall address (to the extent possible) the preservation of existing trees, groups of trees, and natural topographical conditions on the lot.

2.5.3 SETBACKS

Prescribed setbacks mandate the area where a dwelling can be located (See Illustration 2.5.2, Appendix A). Unless otherwise specified by the Design Standards, the dwelling, along with detached garages and accessory structures, shall be placed within the prescribed setbacks measured from the property line to the closest horizontal plane of the improvement. Each Neighborhood Addendum contains tables and illustrations of the setbacks for associated neighborhood.

- a) **FRONT SETBACK:** Houses in Stonehouse shall be located in accordance with the setbacks specified in the applicable Neighborhood Addendum.
- b) **SIDE AND REAR SETBACKS:** Houses shall be built wholly within the setbacks defined for each neighborhood. Refer to the appropriate Neighborhood Addendum for setback requirements. Generally, driveways and driveway pads shall be set no closer than ten (10) feet to any side property line. In certain instances, this may be reduced (as specified within an applicable Neighborhood Addendum) at the driveway pad with additional landscaping required along the lot line edge of the pad. This requirement does not apply to the "pole" portion of flag lots. Homes shall be no closer than 50 feet to golf course property unless the siting is approved by the Traditions Golf Club as well as the ERC.
- c) **SETBACK EXCEPTIONS:** In most neighborhoods in Stonehouse, topography is a factor in determining the placement of the Improvement and Dwelling Envelope on each lot. Many lots contain areas within the lot that have a 25% or greater slope that will force the dwelling envelope closer to the front of the lot. Some lots also contain Green Space which must remain as a natural undisturbed area. As a result, recorded plats of some lots may show an improvement envelope that does not agree with the setbacks prescribed in the associated Neighborhood Addendum. In these cases, the setbacks defined on the plat take precedence over the prescribed setbacks. Further, the ERC may alter a required setback in

order to avoid severe topography or to protect other natural features of a lot that may not have been addressed on the recorded plat.

The ERC may allow for minor encroachments to projects into the setback such a bay window or a fireplace chimney.

- d) **ORIENTATION TO THE ROAD:** In general, houses shall face the road. Houses in cul-de-sacs shall generally face the center of the cul-de-sac. Where site conditions make this inappropriate, and for flag lots, the ERC may approve an alternative site orientation.
- e) **RELATIONSHIP TO OTHER HOUSES:** When possible, houses shall not face the side or rear of neighboring houses. Where designs or lot configurations create conditions that would create direct views from house fronts onto living areas of adjoining property, the ERC reserves the right to require screening of this view or revisions to the design or siting. In addition, houses should generally be located with respect to other adjacent home sitings so that the front planes of homes relate to one another.
- f) **RELATIONSHIP TO TOPOGRAPHY (FOR MAIN ENTRY AND GARAGE):** Houses shall be located relative to the lot grades such that first floor heights above grade at the front door and garage do not exceed four (4) feet. Where higher floor elevations are required, the ERC may require additional architectural treatments or regrading to improve the relationship of the house to the land.

2.5.4 HOUSE ADDITION SITING

See also Section 3.4, House Additions

- a) **SETBACKS:** No addition shall extend beyond the setback limits established for the house. Additions shall be no closer than 50 feet to golf course property unless the siting is approved by the Traditions Golf Club as well as the ERC.
- b) **EFFECTS OF LOCATION ON PRIVACY OF ADJACENT LOTS:** In general the siting of additions shall not create a breach of privacy between neighboring houses. Where this is unavoidable, the ERC may require screening of the view by the Applicant.
- c) **EFFECTS OF DESIGN ON PRIVACY OF ADJACENT LOTS:** New windows or access created by the addition or modification shall not create a breach of privacy between neighboring houses. The ERC reserves the right to reject certain openings or require screening by the Applicant in situations where, in the opinion of the ERC, it is required.

2.5.5 ACCESSORY BUILDING SITING

See also Section 3.5, Accessory Buildings.

- a) **LOCATION IN REAR YARD ONLY:** No accessory building may be constructed farther forward on the site than the rear plane of the house unless otherwise approved by the ERC. Accessory buildings shall be no closer than 50 feet to golf course property unless the siting is approved by the Traditions Golf Club as well as the ERC.
- b) **WITHIN IMPROVEMENT ENVELOPE:** Accessory buildings shall be located within the defined improvement envelope for each lot.
- c) **EFFECTS OF LOCATION ON NEIGHBORING LOTS:** In general, the siting of accessory buildings shall not be in direct line of view of adjacent houses (side by side). Where this is unavoidable, the ERC may require screening of the view of the structure by the Applicant.

2.5.6 SWIMMING POOLS

For spas and hot tubs, see Paragraph 3.2.7.d.

- a) **LOCATION:** Inground swimming pools shall be located wholly behind the house so as not to be visible from the street and no closer to any property line than 15 feet. Aboveground swimming pools are not permitted. Pools shall be no closer than 50 feet to any street or to the golf course property unless the siting is approved by the Traditions Golf Club as well as the ERC.
- b) **PRIVACY SCREENING:** The ERC may require additional screening of swimming pools to ensure the privacy of the pool's owner and of neighbors.
- c) **FENCING REQUIRED:** Swimming pools shall be fenced in accordance with state and local building codes, and in conformance with Section 2.11, Fences.

2.5.7 IRRIGATION WELLS

- a) **LOCATION:** Generally, irrigation wells shall be located behind the front face of the house. Wells located in the front of the house will be permitted only in cases where the wellhead cannot be seen from the street.
- b) **HEIGHT AND SCREENING:** Aboveground well component(s) shall be no higher than two (2) feet and shall be appropriately screened with landscape material as approved by the ERC.
- c) **PERMISSIBLE PUMPS:** Only submersible pumps may be used to operate the irrigation well.

2.6 LANDSCAPING

2.6.1 GENERAL REQUIREMENTS

See Appendix D for minimum plant sizes and recommended landscape materials.

- a) **LANDSCAPE PLAN REQUIRED:** A landscaping plan shall be required for review and approval prior to the installation of landscaping. Landscaping is encouraged that is responsive to the dwelling's architectural style while addressing basic landscape goals, such as framing views to and from the street and adjacent properties, marking entries, providing and enhancing buffers between the lots, and providing appropriate areas of shade, sunlight, and color. Minimum landscape specifications are included below. Additional specifications for each neighborhood are included in the associated Neighborhood Addendum.
- b) **REQUIRED MINIMUM LANDSCAPING - ALL LOTS:** All portions of lots not containing approved structures, pavements, or other permanent improvements, shall be landscaped with vegetation utilizing a combination of the elements defined below. No areas of exposed, non-landscaped soil, as opposed to natural areas, are permitted on any lot.
- c) **LAWNS:** All open yard areas not otherwise landscaped shall be seeded or sodded to create a uniform lawn using a turf grass appropriate to the soil and climate conditions. Grass shall be selected for hardiness and uniform color throughout the entire year and shall be of a noninvasive variety, e.g. Bermuda grass.
- d) **DRAINAGE SWALES:** All drainage swales shall be lined with approved stone or sodded with grass consistent with the turf grass to create a uniform lawn.
- e) **SHRUBS AND PLANTING BEDS:** Areas that are not landscaped as lawn or as natural areas shall be landscaped as planting beds. Planting beds shall be defined with a trenched edge or suitable landscape edging material. Planting beds may include spreading ground covers, shrubs and trees. Open soil between plants shall be maintained with pine needle, pine bark, or shredded hardwood mulch. Mulch shall not wash into the streets, drainage swales or into the walking paths. Planting beds may not extend into the drainage swales. A listing of recommended shrubs for Stonehouse is included in Appendix D. Specific minimum requirements for plantings are included in each Neighborhood Addendum.
- f) **MINIMUM TREE REQUIREMENT AND TREE REPLACEMENT:** Front yards and street-facing side yards of corner lots shall maintain a minimum number of mature trees as specified in each Neighborhood Addendum. Where existing conditions or clearing leaves the front yard or side yard of corner lots with few or no trees, new nursery grown trees shall be planted as required to meet specified minimums. The minimum tree requirement count should not include developer-planted trees.
- g) **NATURAL AREAS:** Natural areas, as defined for landscape purposes, are those areas left in a generally undisturbed state. The defined area must be maintained to control the sucker and other undesirable wild ground cover. Periodic mulch mowing of the natural area or the application of vegetation control products is necessary. Selective limbing and pruning should also

be considered for natural areas.

- h) **SCREENING:** Natural vegetation to conceal or to provide a visual barrier must consist of evergreen-type material. Plants must be spaced to allow for full closure and capable of attaining a height determined by the ERC.
 - 1) **Architectural Screening:** Where the siting of houses creates views of blank wall areas, where houses are located close together, or where the siting of houses results in a potential breach of privacy between living areas, the ERC may require the planting of additional shrubs, larger shrubs, or trees to mitigate these conditions.
 - 2) **Other Screening:** For specific applications see Subsection 2.9.1, HVAC Screening, and Paragraphs 2.6.1.j, Aboveground Irrigation Components, 2.8.1.c, Driveways, 2.9.3.c, Satellite Antennas, 2.9.5.a, Emergency Generators, 2.10.1.c, Ground-Mounted Façade Floodlighting Fixtures, 2.11.3.c, Yard Fences, 2.11.4.c, Privacy Fences, 2.12.3.b, Play Structures, and 3.2.7.d, Spas and Hot Tubs.
- i) **LANDSCAPE MAINTENANCE:** Any plant material which dies shall be replaced promptly with plant material of the same variety and size.
- j) **IRRIGATION SYSTEM:** All standpipe and freestanding irrigation system components shall have evergreen screening shown on the Landscape Plan for review and approval by the ERC.
- k) **ADDITIONAL LANDSCAPE CHANGES:** After the ERC has approved the initial Landscape Plan and the Bonds have been returned, the Owner can undertake additional landscape improvements without further ERC review or approval subject to the following:
 - 1) All of the changes made support the original landscape design as approved by the ERC.
 - 2) None of the additional plantings are of a type to be invasive in nature, e.g. bamboo.
 - 3) All plantings in the ERC-approved plans are maintained.
 - 4) No vegetable gardens are allowed.

Any and all tree removals greater than two (2) inches in caliper and hardscape changes (e.g. ornaments, benches, fountains, pools, etc.) will require that a plan be submitted to the ERC for prior approval unless the tree to be removed poses an imminent danger as determined by the HOA Security personnel on duty.

- l) **TREE REMOVAL PRIOR TO CONSTRUCTION:** No live hardwood tree greater than four (4) inches in caliper, no live ornamental or holly trees, or

any other live tree greater than two (2) inches in caliper may be removed without first obtaining approval from the ERC. However, this does not restrict the Owner from removing any tree which is leaning greater than 30 degrees, is dead, or is overhanging another Owners property, nor any new growth tree smaller than two (2) inches in caliper nor any tree which poses a danger as determined by the HOA Security personnel on duty.

2.6.2 RESTRICTED LANDSCAPING

- a) RIGHT-OF-WAY: It is the responsibility of the Owner to plant and maintain grass or sod in the roadway right-of-way adjacent to the lot, from the property line to the edge of curb/pavement. Other landscaping in the right-of-way must be approved by the ERC. Planting of shrubs or trees that will impede normal safe viewing sight lines from driveways and along the road will not be permitted.
- b) SPECIAL LANDSCAPE FEATURES: Any earthwork that changes the topography or site drainage and that creates ponds, pools, or other water features must be approved by the ERC. Exterior fountains and ponds are not permitted in front yards unless approved by the ERC.

2.6.3 PROHIBITED LANDSCAPING

The use of any form of artificial vegetation or vegetation not normally grown in this climate is prohibited. The ERC may reject any proposed landscaping design, layout, or material that is not consistent with the general landscape context of properties within Stonehouse.

2.7 LANDSCAPE ACCESSORIES

2.7.1 MAILBOXES

Mailbox assemblies must be ordered and installed through the HOA and must utilize the standard Stonehouse post, newspaper box, and mailbox as specified in Illustration 2.7.1a, Appendix A. Wood posts and newspaper boxes shall be painted with gloss paint of the specified color and numbers shall be of the specified font and size, all of which are stipulated in Illustration 2.7.1.b. The approved driveway and front yard landscaping must be completed *before* the mailbox is ordered. Contact the HOA office to order a mailbox and allow approximately two (2) weeks from the order date for installation.

All mailbox components that are replaced, repaired, and/or repainted must conform to the above specifications.

Mailbox components may not be covered by anything other than the prescribed paint schemes.

2.7.2 CLOTHESLINES

Exterior clotheslines are not permitted.

2.7.3 FLAGS AND FLAGPOLES

A maximum of one flag, visible from the street, may be flown on the property. Flags shall be mounted on the house, may be either decorative flags or sovereign flags (USA, Virginia, James City County), and may be flown from flag standards of six (6) feet or less in length.

2.7.4 PERMITTED SIGNS

One Builder sign (See Illustration 2.7.4.a, Appendix A) or one For Sale, For Rent, or Lot Owners sign (See Illustration 2.7.4.b, Appendix A) will be permitted on a lot. Lot Owner signs are permitted prior to construction. These signs must be in conformance with the Stonehouse Sign Templates. No other signs are permitted on the property except as may be approved by the HOA.

2.7.5 DECORATIVE ORNAMENTS AND LANDSCAPE ACCESSORIES

Landscape accessories and decorative ornaments including hothouses, arbors, fountains, permanent barbecues, etc. must be approved by the ERC for design and location. Yard ornaments may be approved if they meet the following conditions:

- a) **VISIBILITY:** If the ornament is visible when viewed from the street at or both streets in the case of corner lots, it may be acceptable, at the sole discretion of the ERC, if it supports the overall design and character of the house front and the front landscaping theme. This means that the ornament neither dominates nor is distinctly different from the other elements of the house facade and/or landscaping. Values to be used in judging this include:
 - 1) A size consistent with typical small or medium plant sizes.
 - 2) A color consistent with the house color scheme if on the house, porch, or steps and natural or neutral if in the yard.
 - 3) A location integrated with the landscaping so that it is part of the overall design scheme.
 - 4) A design that is neutral and consistent such as ornaments that imitate nature (excluding artificial vegetation), support plants (planters) or are artifacts that support an overall design theme or act as a welcoming gesture (benches). Ornaments that make "statements" are not permitted. This includes any word messages, known symbols, or human statues and figurines.
- b) **RECREATIONAL FIRES:** If a recreational fire container, such as a firepit, is planned, it shall be utilized in accordance with the latest edition

of the Virginia Statewide Fire Prevention Code. It shall not be positioned within 25 feet of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition. All recreational fires containers shall be monitored when in use.

- c) **ROADSIDE ACCESSORIES:** Unless otherwise permitted by the BOD and approved by the ERC and installed in the entire neighborhood no rocks, stakes, reflectors or other material shall be installed on any lot along any public street.

2.7.6 WATER CONSERVATION MEASURES

Rain barrels are permitted to collect stormwater under the following conditions:

- a) **FRONT AND SIDE YARDS:** In front and side yards they shall be placed underground.
- b) **REAR YARDS:** In rear yards they shall be allowed above ground so long as they are not visible from the street.
- c) **COVERS:** All rain barrels shall have a cover to prevent mosquito breeding.

2.8 PAVEMENTS

2.8.1 DRIVEWAYS

Driveways shall be constructed in accordance with the specifications below. Existing sidewalks within the rights-of-way shall be cleanly removed in the area of driveway construction and shall abut to, and meet, the grade of the newly constructed driveway. Every improved lot in Stonehouse shall have a single paved driveway that conforms to the following criteria:

- a) **PAVEMENT:** Generally, the minimum permitted pavement shall be standard broom finish concrete. Tooled joints shall be provided enclosing a maximum area of 144 square feet. All edges shall be formed with standard wood or metal forms. Upgraded pavements may include brick pavers, exposed-aggregate concrete, interlocking concrete pavers or patterned concrete. Refer to the Neighborhood Addendum for limitations on permitted driveway materials for each neighborhood. Any driveway coatings must be submitted for approval. Painted or epoxy-coated driveways are not permitted.
- b) **SETBACKS:** Refer to the Neighborhood Addendum for setback requirements for each neighborhood.
- c) **LANDSCAPE SCREENING:** Landscape screening shall be installed along the length of all driveway components adjacent to side property lines unless sufficient natural screening is left in place. The ERC shall determine the sufficiency of existing screening. For front-entry garages in

front of the main body of the home, where permitted, evergreen landscape screening is required along the length of the driveway to the front corner of the property. New screening shall include evergreen shrubs or trees planted at a minimum of four (4) feet on centers. Plants shall be a minimum of 48 inches high, when planted, and their foliage, when mature, shall be in the sight line of a 6-foot-tall person.

- d) **DRIVEWAY WIDTHS:** Driveways shall not exceed 12 feet in width between the entry apron at the street and the garage pad except as stipulated below for street-facing garages. Entry aprons may flair to 14 feet in width maximum at the street entrance. At side-entry garages, the width of the pad extending out from the door shall be a minimum of 20 feet, although 25 feet is strongly recommended for enhanced vehicular maneuverability. At rear-entry garages, the pad width extending out from the door shall be a minimum of 25 feet, although 30 feet is recommended.
- e) **DRIVEWAYS AT STREET-FACING GARAGES:**

See Illustration 2.8.1.e, Appendix A.

- 1) Garage pads at front-entry garages or side-entry garages on corner lots that face a side street shall be no wider than one (1) foot beyond each side of the overall width of the garage door opening(s) and may extend up to 25 feet toward the street from the face of the garage.
 - 2) Overall driveways shall be reduced in width two (2) feet for every eight (8) feet of distance between the garage pad and the street down to a minimum width of 12 feet. The reduction may occur on one or both sides of the driveway and shall be located as near the garage pad as feasible. Entry aprons may flair to 14 feet in width at the street entrance.
- f) **SPECIAL DRIVEWAYS:** Circular driveways, parking areas in front of the house, and other special conditions are generally discouraged where they substantially reduce the amount of front yard. The ERC may approve certain applications, where it feels that the front yard appearance will not be adversely affected or where other extenuating circumstances which, in its sole opinion, warrant such an approval as an exception.

2.8.2 FRONT WALKS

Front walks are required and may extend either to the driveway or to a neighborhood sidewalk along the front of the lot. All front walks shall be paved with a material similar to the driveway or other material as approved by the ERC. Upgraded walks will generally be permitted of brick, exposed aggregate concrete, concrete pavers, patterned concrete, or cut stone (mortar-set). Walks shall be between three (3) feet and four (4) feet in width, widening as required to accommodate the width of the front steps.

2.8.3 OTHER PAVEMENTS

- a) OTHER WALKS: Secondary walkways located behind the front plane of the house or in the rear yard may include loose-laid stone in gravel or a mulch bed in addition to approved hard-surface materials. Continuous landscape edging will be required along soft-surface and loose-laid walks. If the walk incorporates a mulch bed, the bed must be configured so the mulch does not wash into the adjacent property.
- b) PATIOS AND TERRACES: Patios and terraces are permitted of exposed-aggregate or patterned concrete or of other hard-surfaced materials as noted above set in either concrete or sand. The ERC will judge the design and location of patios and terraces on a case-by-case basis.

2.9 EQUIPMENT SITING AND SCREENING

2.9.1 HVAC SCREENING

Heat pump or air conditioning units must be screened with appropriate landscaping, vertical-board-fence enclosures, or latticework enclosures, properly supported, trimmed, level, and plumb. Equipment shall be screened on all sides with allowance for one 3-foot-wide opening not visible from the street. Spaces between vertical boards shall be two (2) inches maximum. The height of the screening enclosure or landscaping shall be at least as high as the equipment being screened. Both sides of vertical-board-fence or latticework enclosures, including any posts and railings, must be painted to match the trim color of the house.

2.9.2 TRASH CAN SCREENING

Permanent exterior storage of trash cans and curbside pickup containers shall be permitted, but are limited to locations and screening as approved by the ERC. Vertical-board-fence or latticework enclosures as prescribed in Subsection 2.9.1, HVAC Screening, are recommended. The enclosure must be located behind the front plane of the house at a location which minimizes visibility from the street.

2.9.3 SATELLITE ANTENNAS

The Federal Communications Commission adopted provisions in 1996 (and subsequently amended) regarding the permitted use of satellite reception devices (satellite antennas). The installation of a satellite antenna in Stonehouse requires preapproval by the ERC, evaluated according to the following guidelines:

- a) PERMITTED ANTENNAS: Antennas that are one (1) meter (39 inches) or less in diameter, or diagonal measurement, designed to:
 - 1) Receive direct broadcast satellite service, including direct-to-home satellite services

- 2) Receive video programming services via multi-point distribution services, including multi-channel, instructional television fixed services, and local multi-point distribution services.
- b) LOCATION: To the extent feasible, antennas should not be visible from the street or to golf patrons. In this area, satellite antennas normally require a southwestern exposure, clear of vegetative foliage. As an integral part of the approval process, an Owner must call the HOA office in advance to arrange for a site visit by an ERC representative when the satellite antenna installer will be present and prepared to substantiate the proposed location of the antenna. The following priorities shall be considered in priority order when determining an antenna location:
- 1) Mounted directly on the rear of the house or on a roof plane facing the rear.
 - 2) Mounted on the ground in the rear yard.
 - 3) Mounted on a pole, an existing other structure, or a tree in the rear yard.
 - 4) Mounted on the ground, side of the house, a tree or a pole in an interior side yard.
 - 5) If no clear signal may be obtained in any of the above locations, the antennae may be mounted on the ground in the front yard, or if absolutely necessary, on the pole in the front yard, a corner side yard, or on the front plane of the house.
 - 6) An antenna may not be attached to a chimney.
- c) APPEARANCE AND SCREENING: Visibility of an antenna should be minimized using one or more of the following methods:
- 1) Screen the ground-or pole-mounted antenna from street or golf course view using evergreen shrubs, a vertical-board or latticework fence painted to match the color of the house trim, and/or a combination of both. However, the screen should not compromise signal reception. The screening must be shown on a revised Landscape Plan submitted to the ERC as part of the approval process.
 - 2) Use antennas with a dark or muted color, or paint the antenna a muted color to blend with the background surface such as the roof shingle color, or with the surrounding landscape.
- d) NO ADDITIONAL REGULATION BY THE HOA: Under Federal law, antennas that meet the requirements of this subsection may not be further regulated by the HOA as to type or placement. Residents are encouraged to use care in the selection and placement of antennas to preserve the

appearance standards and character of Stonehouse.

2.9.4 OTHER ANTENNAS

Other antennas will be reviewed by the ERC on a case-by-case basis.

2.9.5 EMERGENCY GENERATORS

The installation of an emergency generator requires approval by the ERC and will be considered under the following guidelines:

- a) **LOCATION AND SCREENING:** Permanent emergency generators shall be installed in a low-visibility location approved by the ERC on a case-by-case basis. Emergency generators must be screened in the same manner as required for HVAC units under Subsection 2.9.1, HVAC Screening.
- b) **GENERATOR CHARACTERISTICS:** All emergency generators must be enclosed in housing, normally metal. There is no restriction on the kilowatt (kW) capacity of the generator; however, the noise level of the generator must not exceed a 70-decibel (70-dBA) rating at a distance of 25 feet from the generator. Written certification of the dBA rating must be provided from the manufacturer at the time of application for approval.

2.10 EXTERIOR LIGHTING AND FIXTURES

2.10.1 PERMITTED

- a) **GENERAL TYPES PERMITTED:** Exterior light fixtures shall be limited to lights at entrances and garage doors, low-intensity landscape or driveway lights, and eave-mounted floodlights directed completely within the Applicant's lot area and not onto neighboring lots.
- b) **STYLES:** Light fixtures, except for floodlights, shall be compatible in style with the style of the house.
- c) **FAÇADE FLOODLIGHTING:** Floodlighting of front façades will be permitted on condition that the floodlights use only low-intensity fixtures. Where practical, ground-mounted fixtures should be hidden by evergreen plantings. A plan showing fixture locations, types, and wattages must be submitted and approved by the ERC.
- d) **LANDSCAPE LIGHTING:** Floodlights with the light source visible from adjacent properties are not permitted. Low-intensity landscape and tree lights (up lights and down "moon" lights) may be permitted by the ERC upon approval of a plan and specifications.

2.10.2 EXCLUDED

High-intensity house-, ground-, or pole-mounted area or security lights are prohibited. "High-intensity" refers to ballasted light fixtures using high-pressure

or low-pressure sodium, mercury vapor, or metal halide lamps.

2.11 FENCES

See Illustration 2.11, Appendix A for yard areas defined for fencing.

2.11.1 FENCE CLASSIFICATIONS

There are three classifications of fences in Stonehouse: decorative fences, yard fences, and privacy fences. Each classification has different requirements and limitations. Classifications are defined below, with criteria provided for each. Not all fence types are permitted in all neighborhoods. Consult the Neighborhood Addendum to determine which fence types are permitted in the various neighborhoods.

2.11.2 DECORATIVE FENCES

See Illustration 2.11.2, Appendix A.

- a) **DEFINITION:** Decorative fences shall be constructed of finished materials, properly detailed, proportioned and styled to complement the house and property and be appropriate to the neighborhood. Examples of decorative fences include:
 - 1) Painted wood-picket fence
 - 2) Prefinished PVC-picket fence
 - 3) Painted or prefinished ornamental-iron or aluminum fence
 - 4) Brick wall with decorative brick or stone cap
 - 5) Stone wall
- b) **LOCATION AND USE:** Approved decorative fences may be located on any part of the lot within the following limits:
 - 1) In front and corner side yards, open picket or ornamental metal fences may extend up to one (1) foot inside the front property line. Brick and stone walls will be considered on a case-by-case basis.
 - 2) In side and rear yards, any approved decorative fence may extend into any side yard (except corner side yards), into any rear yard up to any property line that abuts another lot, or directly up to any property line that abuts common area or property not in Stonehouse. Brick and stone walls will be considered on a case-by-case basis.
 - 3) Fences shall not be constructed any closer than 50 feet to golf course property unless a closer placement is approved by the

Traditions Golf Club as well as the ERC.

- 4) Brick or stone walls may extend up to the front corners of the house. Special designs which frame and accent the house are encouraged. Decorative gates and arbors are also encouraged.
- c) HEIGHTS: Fences extending into front and corner side yards shall not exceed 36 inches in height (average) to the top. Posts and piers may be higher as necessitated by the fence design, but should not be disproportionately higher. Fences extending from the front corner of the house back may be any height up to 60 inches to the top of the fence.
- d) ORIENTATION: Fences with rear supporting rails shall be constructed so that rails face into the yard and the pickets thereby face outward.
- e) ADJOINING FENCES: Where a fence has been constructed on an adjoining lot up to the side or rear property line, an Owner may construct an approved fence of the same or different design on the Owner's lot that meets (abuts) the adjoining fence. An Owner may not construct a fence on a property line that has already been fenced by a neighbor.

2.11.3 YARD FENCES

See Illustration 2.11.3, Appendix A.

- a) DEFINITION: Yard fences are defined as unfinished wood fences and running rail fences. Examples of yard fences include:
 - 1) Unfinished wood-picket fence
 - 2) Finished or unfinished three-rail board fence
 - 3) Unfinished two- or three-rail split-rail fence

NOTE: Black or green, small-opening, vinyl-coated wire mesh (no larger than 12 gauge) may be used on the inside of fences to contain small children or dogs. Material must be submitted to the ERC for approval along with the Modification Application.

- b) LOCATION AND USE: Yard fences are permitted in rear yards only and shall not extend any farther forward than the rear plane of the house. Yard fencing is not permitted in front and side yards. The fence may extend up to side and rear property lines. In corner side yards, yard fences may extend up to 15 feet from the property line. Fences shall not be constructed any closer than 50 feet to golf course property unless otherwise approved by the Traditions Golf Club as well as the ERC.
- c) LANDSCAPE SCREENING: The ERC may require screening shrubbery or trees along the outside of fences or in front of any fence to reduce visibility from the street.

- d) HEIGHTS: Yard fences are limited to 48 inches in height from the ground to the top of the fence.
- e) ORIENTATION: Fences with rear supporting rails (picket fences) or rear posts (board-rail fences) shall be constructed so that rails face into the yard and the pickets face outward.
- f) ADJOINING FENCES: Where a fence has been constructed on an adjoining lot up to the side or rear property line, an Owner may construct an approved fence of the same or different design on the Owner's lot that meets (abuts) the adjoining fence. An Owner may not construct a fence on the property line that has already been fenced by a neighbor.

2.11.4 PRIVACY FENCES

See Illustration 2.11.4, Appendix A.

- a) DEFINITION: Privacy fences shall include any board fence, latticework fence, or brick or stone wall that does not meet the standards for decorative fences. Wood fences may be constructed of finished or unfinished treated wood or of naturally decay-resistant wood. Simple square posts are permitted.
- b) LOCATION AND USE: Privacy fences that do not meet the Design Standards for decorative fences shall be limited to an area directly behind the rear plane of the house, enclosing a rectangular area and extending no closer than 15 feet to any property line, unless specified otherwise in a Neighborhood Addendum. Privacy fences may not extend into corner side yards. Fences shall not be constructed any closer than 50 feet to golf course property, unless otherwise approved by the Traditions Golf Club as well as the ERC.
- c) LANDSCAPE SCREENING: The ERC may require screening shrubbery or trees along the outside of privacy fences or in front of any fence visible from the street or neighboring properties.
- d) ORIENTATION: Fences with rear supporting rails shall be constructed so that rails face into the yard and the pickets or boards face outward.
- e) HEIGHT: Privacy fences are limited to a maximum height of 72 inches to the top of the fence.

2.11.5 PROHIBITED FENCE TYPES

The following fence types are prohibited for use in any area of Stonehouse: chain-link fences, barbed-wire fences, fences with metal posts, stockade-style solid-picket fences, and post-and-wire fences. Any fence type not described in this section shall be submitted for review by the ERC to determine if it may be used and under which classification it falls.

2.12 PLAY STRUCTURES

2.12.1 GENERAL

Play structures are often highly visible and, depending on the design and application may defeat many of the aesthetic and environmental goals that the community has sought to achieve. For this reason, the HOA requires approval of a play structure prior to its placement on the lot.

2.12.2 DEFINITIONS

- a) **OPEN PLAY STRUCTURES:** For the purposes of this section, open play structures shall include but not be limited to the following:
 - 1) Swing sets
 - 2) Sliding boards
 - 3) Basketball backboards
 - 4) Trampolines
 - 5) Climbing structures
 - 6) Skateboard ramps
- b) **ENCLOSED PLAY STRUCTURES:** Forts, tree houses, playhouses, tents or other enclosed structures, with an interior floor-to-ceiling height of six (6) feet or less and with a total floor area of less than 36 square feet, shall be considered to be play structures. Doghouses are also included under this section. Larger enclosed structures are considered to be accessory buildings and are regulated under Section 3.5, Accessory Buildings.

2.12.3 PLACEMENT AND SCREENING

- a) **PLACEMENT:** Play structures shall be located in rear yards only, away from property lines adjacent to other houses or streets and away from neighbors direct view, where possible. Play structures shall not be located any closer than 50 feet to golf course property unless otherwise approved by the Traditions Golf Club as well as the ERC.
- b) **SCREENING:** The ERC may require that certain play structures be screened from view. The standard requirement for screening will be to provide dense evergreen shrubs or trees of a height, when planted, of at least two-thirds (2/3s) the height of the structure, and placed so as to provide a continuous screen on the stipulated side. Planting can be in a continuous row or staggered. A variety of shrubs/trees may be used in addition to single-species solutions. It shall be the responsibility of the Owner to submit to the ERC a plan and proposed plant types for review. Privacy fences, as prescribed in Section 2.11.4, Privacy Fences, may also

be proposed by the Owner for construction as screening.

- c) TREE HOUSES AND FORTS: Elevated structures constructed in trees or on posts will be considered only in neighborhoods where they can be located in natural wooded settings.

2.12.4 BASKETBALL BACKBOARDS

Basketball backboards may be installed adjacent to driveways in accordance with the following criteria:

- a) ORIENTATION AND LOCATION: It may be mounted on a pole on the side of the driveway with the backboard perpendicular to the street and no further forward than the front corner of the house. The backboard itself may not directly face the street unless otherwise approved by the ERC. Movable backboards, when not in use, shall be stored in a location consistent with the above or out of view from the street altogether. A basketball backboard may not be mounted on the side or front face of a garage.
- b) MOUNTING POLE COLOR: The mounting pole must be black, prefinished metal or be painted a neutral earth tone.
- c) BACKBOARD COLOR: The backboard itself must be grey, white, or clear acrylic. Specifically, otherwise-colored backboards are not permitted.

2.12.5 CONSTRUCTION AND USE

- a) CONSTRUCTION: Factory-built, prefinished play structures are preferred but not required. Home-built play structures shall be neat and orderly in appearance and finish.
- b) USE: Owners should exercise care and common courtesy in using all play structures.
- c) MAINTENANCE AND DURATION: Play structures, as well as the overall condition of any associated ERC-required screening, shall be suitably maintained. A play structure which has fallen into disrepair or has been outgrown by children shall be removed from the property

ARTICLE III ARCHITECTURAL GUIDELINES

3.1 ARCHITECTURAL GUIDELINES – GENERAL

3.1.1 TYPE OF RESIDENCE

Single family residences and multi-family units comprise the neighborhoods of The Mill Pond at Stonehouse. See the applicable Neighborhood Addendum for more details.

3.1.2 HOUSE SIZE CRITERIA

- a) **SQUARE FOOTAGE REQUIREMENTS:** Each house in Stonehouse is subject to a minimum square footage requirement for the finished portions of the first and second floors except excluded areas noted in Paragraph 3.1.2.b. In many cases, a maximum square footage limitation is also imposed both for the finished floor area as well as for a finished bonus room area over the garage. The ERC reserves the right to deny any proposed house which appears to be excessively large for the selected lot or for the context of the neighborhood. Standards used in making this determination may include a combination of height and width, appearance, and/or crowding of the property lines. Consult the applicable Neighborhood Addendum for specific square footage requirements in a neighborhood.
- b) **EXCLUDED AREAS:** The following areas cannot be used to help meet the minimum square footage requirement nor count toward the maximum square footage limitation: garages, basements, open or screened-in porches, patios, terraces, decks, attics, attached storage sheds, or finished rooms above garages.
- c) **MAXIMUM HEIGHT OF HOUSE:** Houses shall not be more than 2-1/2 stories in height above a crawl space or basement. A 1/2 story is defined as usable, but not necessarily finished, floor area under a gable, gambrel, or hip roof.

3.1.3 HOUSE DESIGN CONCEPTS

Houses in Stonehouse shall be designed in one of the following styles (see Definitions, Appendix B): traditional or transitional. Some examples of the styles are depicted in Appendix F. Styles permitted in Stonehouse offer variety while still sharing common visual characteristics and elements. The ERC does not intend and could not expect the Owner to recreate traditional architecture. Therefore, these styles shall be used as a starting point for the approval of the design. The goal is that the result will be a creative interpretation and blending of styles into designs that address the construction and lifestyle issues of today and the future. Modern technology, building codes, and lifestyles necessitate architectural adaptations from the styles noted above. In order to approve homes that harmoniously blend with the development intent and be essentially colonial in character, the ERC will place emphasis on traditional colonial design details, such as: exterior building materials used for support, siding, and trim; window type, size, and the appearance of true-divided-light panels (muntins); architectural balance and simplicity; roof material, composition, mass, and pitch; chimney material and style; and colors. The use of materials that may reduce maintenance is an important consideration, but is subordinate to the Stonehouse design intent. Strong emphasis will be placed on the design character of façades that face streets. Primary design requirements for houses include:

- a) **TRUE TO STYLE:** Façades that face a front or side street shall utilize all appropriate design elements as defined below, which characterize the style

of architecture selected. The ERC may require modifications as it sees fit to achieve the aesthetic goals of the style of architecture selected. Simpler designs may be permitted on rear façades and sides which are not directly visible from streets.

- b) **MASSING, SCALE AND OPENINGS:** Exterior walls, planes, and masses shall be of a residential scale appropriate to the style of architecture selected and with sufficient openings for light, view, and air consistent with other houses in the neighborhood. The ERC reserves the right to require that large wall planes be broken up with additional windows or offsets or be screened with vegetation, in order to maintain appropriate scale.
- c) **TRIM AND DETAILS:** Street-facing façades shall include appropriate trim and details. Elements such as cornices, fascias, pediments, columns, window and door moldings, guardrail assemblies, balusters, and similar details shall be included in sufficient sizes and number to complete the traditional/transitional design. Minimum requirements for detailing may vary by neighborhood. Consult the applicable Neighborhood Addendum for specific requirements.
- d) **ROOF PITCHES:** Minimum roof pitches may be required on houses for aesthetic reasons. Consult the applicable Neighborhood Addendum for any minimum pitches stipulated for that neighborhood. The ERC may require a higher-pitched roof, as required by the architectural style, or may permit a lower-pitched roof on a house, if the architectural style supports this roof design and it does not conflict with the context of the neighborhood.
- e) **UNAPPROVED DESIGNS:** The ERC reserves the right to reject houses with overstated eclectic design elements, regional styles not appropriate to Virginia, overly mixed styles, or houses with insufficient stylistic theme or treatment. Architectural styles should be as authentic as practical. Mixtures of architectural styles in one building will not normally be approved. For example, a traditional home of the Georgian period should respect the details and disciplines of that period and not include designs of other eras.

3.1.4 GARAGES

Attached and detached garages are permitted. Attached garages shall be integrated into the overall design and massing of the house. Front-entry garages are permitted in certain neighborhoods. See the applicable Neighborhood Addendum for each neighborhood's requirements. Side-entry, rear-entry, and courtyard-entry garages are generally permitted in all neighborhoods. Front-entry garages are limited to a maximum of a two-car garage with two 9-foot-wide doors encouraged in lieu of one large door. Three-car garages cannot face the front of the lot. Unless otherwise allowed by a specific Neighborhood Addendum, front-entry garages must be setback five (5) feet behind the main body of the house. Detached garages are regulated under Section 3.5, Accessory Buildings. Angled

garages up to 45 degrees may be considered on a case-by-case basis.

3.2 DESIGN DETAIL

3.2.1 FOUNDATIONS AND MASONRY

- a) **PERMITTED FOUNDATION MATERIALS:** All visible portions of exterior foundations shall be constructed of brick or stone. For houses with primary façades constructed entirely of brick, the foundation brick shall match the brick façade. See also Paragraph 3.2.3.f, Compatibility of Materials.
- b) **COORDINATION OF COLORS:** Masonry and mortar colors should be coordinated with other colors on the house and must be approved by the ERC.
- c) **FOUNDATION VENTS:** For houses constructed on ventilated crawl spaces, PVC- or wood-louvered vents shall be required on all front facades. An open-brick pattern in front of each vent is an acceptable alternative. At garages, unventilated crawl spaces and basements with no front and/or side windows, faux vents may be used where warranted in order to maintain architectural consistency and style.
- d) **STEPPED-DOWN SIDING:** For houses with walk-out basements or other conditions where the grade drops along a façade foundation, the siding shall not step down below the first floor level over the length of that façade, unless otherwise permitted in the applicable Neighborhood Addendum. At the rear façade, siding may continue to the floor level of a walk-out basement only if the rear façade is visually broken by a first floor deck or other architectural features as approved by the ERC.
- e) **WATER TABLES:** On all brick façades, where a significant amount of foundation wall is exposed, the ERC may require the use of either a brick water table or a brick band at water-table height to visually break up the wall.
- f) **MINIMUM FIRST FLOOR ELEVATION:** All single family homes in Stonehouse will be constructed on a crawl space, a basement, or a combination of the two, except homes in the Orchard Hill and Overlook neighborhoods which may be built on a slab-on-grade or a raised slab. Except for houses built on a slab-on-grade, the first floor elevation should be approximately two (2) to four (4) feet maximum above grade as measured at the front steps. See Paragraph 2.5.3.f, Relationship to Topography for Main Entry and Garage. This would typically require three (3) to seven (7) steps to the stoop or front porch of the home. The number of steps and the above-grade elevation of the first floor should be in keeping with the architectural style of the home.

3.2.2 FIREPLACES, CHIMNEYS AND FLUES

- a) **PERMITTED CHIMNEY TYPES:** Exceptions to the following chimney types may be noted in the various individual Neighborhood Addendums. When chimneys are used, masonry chimneys are required on front or side façades. Where deemed appropriate by the ERC, drainable synthetic stucco (also known as "exterior insulation and finish system" or "EIFS") may be used on chimneys not located on the exterior wall of the dwelling. Sided, framed-out chimneys with masonry foundations are generally permitted on rear façades, but their exterior materials and colors must match the adjacent façade. All chimneys shall have foundations of materials that match the house foundation. Cantilevered frame chimneys are not permitted, except they may be considered by the ERC when hidden by deck construction.
- b) **CHIMNEY DESIGN:** The width and depth of chimneys shall be appropriately sized in proportion to the size and height of the house, as determined by the ERC. The ERC may require intermediate steps (shoulders), and/or decorative caps on masonry chimneys. Pronounced caps may be required on sided chimneys.
- c) **METAL FLUE REQUIREMENTS:** Unenclosed metal flues for gas appliances, including gas fireplaces, shall not exceed code height requirements for roof penetration and shall not penetrate the front roof plane of the house. These flues must be finished to match the color of the roofing material or be painted flat black.
- d) **DIRECT-VENT FIREPLACES:** For direct-vent gas fireplace boxes which protrude beyond the exterior plane of the house, the frame structure must have a foundation to match the house foundation, unless otherwise approved by the ERC for locations not visible from the street. All the exterior materials and colors used to enclose the fireplace box must match the adjacent façade. Direct-vents shall not be located on front façades.

3.2.3 EXTERIOR WALLS

- a) **HORIZONTAL-LAP SIDING:** Horizontal lap siding may be manufactured from natural wood or fiber cement. Standard Dutch lap, shiplap, and beaded-lap siding are generally acceptable. Vinyl horizontal-lap siding is permitted in some neighborhoods in accordance with Paragraph 3.2.3.d, Vinyl Siding, below.
- b) **SHINGLE SIDING:** Shingle siding may be manufactured from natural wood or fiber cement. Shingle siding may be finished with paint or a solid color stain. Vinyl shingle siding is permitted in some neighborhoods in accordance with Paragraph 3.2.3.d, Vinyl Siding, below.
- c) **FACE BRICK AND STONE:** Brick or stone may be used for all façades or for portions of façades, as approved by the ERC. Brick or stone faces are permitted in combination with siding on other façades. Manufactured

stone will be considered on a case-by-case basis. Provide samples of all proposed masonry and mortars for approval by the ERC. On all brick façades, the ERC reserves the right to require brick detailing, such as jack arches, quoins, water tables, soldier courses, keystones, etc., in order to adequately detail and provide scale to the façade. The ERC further reserves the right to require brick details to be executed in an accent brick color different from the wall brick color.

d) VINYL SIDING

- 1) Requests for approval of vinyl siding must be accompanied by a manufacturer's product specification sheet, physical samples of the product style and color desired, and details and samples of proposed trim pieces with their locations. Note that in some neighborhoods, vinyl siding is prohibited; however, for specific information about this, consult the applicable Neighborhood Addendum. The criterion that follows shall be used by the ERC in judging the acceptability of any vinyl products submitted.
- 2) The ERC, at its discretion, may require modifications to wall surfaces, including the addition of windows, doors, or breaks in the surface, in order to reduce the number of locations that must be sided with long runs of vinyl siding requiring one or more vertical lap joints. See the subparagraphs below regarding clear runs of siding.
- 3) Unless otherwise noted in the ERC's written approval for the use of a vinyl product, the conditions noted hereinafter shall automatically apply to each approval.
- 4) Installation of vinyl siding shall meet or exceed the standards in the Vinyl Siding Installation Manual published by the Vinyl Siding Institute and the conditions stated below.
- 5) Vinyl lap siding shall have a minimum material thickness of .044 inch, unless otherwise approved by the ERC for certain siding profiles.
- 6) In any clear run of siding measuring 12 feet or less between openings, corners, projections, etc., only single-length panels shall be used. No vertical lap joints are permitted in such cases.
- 7) In clear runs of siding over 12 feet, vertical lap joints may be provided in a random pattern in the wall. Do not "stair-step" joint patterns. In clear runs greater than 12 feet but less than 18 feet in length, a maximum of one vertical lap joint is permitted in any horizontal line of siding. In clear runs greater than 18 feet but less than 30 feet, a maximum of two lap joints are permitted in any horizontal run of siding.

- 8) On the left and right sides of the house, all joint laps shall face to the rear of the lot.
- 9) Trim pieces shall be the manufacturer's preformed vinyl trims and/or the manufacturer's standard prefinished aluminum sheets. Formed angles and edges of the metal trim sheet shall be fastened flat and "dimpling" or "oil canning" shall be minimized. Consult the applicable Neighborhood Addendum for specific trim limitations that may apply.
- e) OTHER MATERIALS: Materials other than those listed above will be considered by the ERC on a case-by-case basis.
- f) COMPATIBILITY OF MATERIALS: Where siding materials are used in combination, they shall be aesthetically compatible with each other, as determined by the ERC. The maximum number of siding and foundation materials used in combination on any façade shall be three, unless otherwise approved by the ERC.

3.2.4 EXTERIOR TRIM

- a) GENERAL REQUIREMENTS: Exterior architectural detailing shall be consistent with the overall design theme of the house. Eaves, band boards, cornices, rakes, columns, pilasters, corner trim, vents, and window and door trim shall be consistent with the style of the house and sized appropriately to the scale of the house. See Subparagraph 3.2.3.d.9 with regard to the use of vinyl and prefinished aluminum exterior trim in conjunction with vinyl siding, which is permitted in some neighborhoods per the associated Neighborhood Addendum. The ERC reserves the right to require modifications to the façade to accommodate appropriate trim. See Illustration 3.2.4, Appendix A.
- b) CORNER TRIM: All lap-sided facades shall utilize corner trim of a minimum nominal four (4) inches in width; however, a nominal six-inch width is encouraged.
- c) CORNICES AND EAVES: All primary façades shall have a minimum three-member box cornice and eave consisting of a frieze board, a soffit, and a fascia. Some neighborhoods may require four- or five-member cornices. For specifics, see Illustration 3.2.4, Appendix A and consult the applicable Neighborhood Addendum.
- d) RAKES: Generally, front-facing gable ends shall have projected box rakes with terminations architecturally compatible with the style of the house. Side-facing gable ends may have flat rakes, unless otherwise appropriate to the architectural style of the house.

3.2.5 WINDOWS AND DOORS

- a) GENERAL: Aesthetic design consideration shall be given to the location

of all windows and exterior doors which face or are visible from the front of the lot or from any street. All such windows and doors shall be of a style and size that is appropriate to the design of the home. The ERC reserves the right to require different styles, sizes, and/or locations of windows and exterior doors when, in its opinion, these changes are necessary to maintain the aesthetic quality of the façade.

b) WINDOWS

See Illustration 3.2.5, Appendix A.

- 1) Size and Placement: Windows should have an approximate size ratio of two-to-one (2:1, height-to-width). Generally, windows on these front façades should be no closer to a building corner than two-thirds (2/3s) of the window width. The ERC may require additional windows where it deems appropriate.
- 2) Construction: Solid vinyl windows are permitted on façades where vinyl siding is permitted. Vinyl, single-hung windows and windows with flat flanges in place of dimensional trim will not be approved. The ERC may reject windows that do not meet this aesthetic standard. For specifics, consult the applicable Neighborhood Addendum.
- 3) Trim: Windows on street-facing façades shall be trimmed with traditional, wide, built-up moldings or shall have shutters. A brick mold is required on windows in brick walls.
- 4) Shutters: Shutters are only permitted on single and double windows, are required to be compatible with the style, materials and colors of the house, and shall be of proper proportions to the associated windows. The tops of shutters on arched windows shall match the curvature of the windows as closely as possible.
- 5) Exterior Shades: Exterior shades and/or blinds are not permitted.
- 6) Window Air Conditioners: Window and through-wall air conditioning units are prohibited.
- 7) Bay Windows: On street-facing bay windows, the windows and trim must be wide enough to fill each bay face without filling with siding. Siding or raised paneling may be used under windows. Cantilevered bays shall have a band board and drip cap at the base the siding.

c) EXTERIOR DOORS

- 1) Front Doors: Standard painted six-panel doors will generally be permitted for the main front door of the house. Double front doors, doors with double sidelights, special design panel doors, and doors

with half-lights are encouraged. Door styles must be submitted for approval.

- 2) Storm Doors: Storm doors shall be compatible with the units that they cover and with the style and color of the house. Excess ornamentation not consistent with other ornamentation on the house is prohibited. In general, single full-light doors or traditional multiple-light doors which match the design characteristics of the doors they cover are permitted for front doors. Half-light doors are permitted on façades which do not face a street.
- 3) Garage Doors: Garage door detailing shall be consistent with the architectural style of the house. Metal garage doors shall approximate the appearance of wood garage doors. The ERC may reject doors that do not adequately meet this standard. The ERC encourages the use of two single-garage doors, rather than one double door, on front-loading garages and/or garages facing a street.
- d) AWNINGS: Sun-control devices, such as awnings, must be compatible with the architectural style, character, and color of the house. Only a retractable awning over a deck, patio, or terrace at the rear of a house is permitted and must be of a solid color. No fixed or hard-surfaced awnings or multi-colored bold patterns are permitted. Awnings will not be approved on the front of any home. Other locations will be considered on a case-by-case basis. Awnings may be permitted for approved model home "Sales Centers", but must be removed when the home is converted to permanent residential use.

3.2.6 ROOFS AND ROOF ACCESSORIES

- a) ROOF MATERIALS: Approved roofing materials vary by neighborhood, but may include cedar shakes, cedar shingles, standing-seam metal, slate, and dimensional asphalt/fiberglass composition shingles (25-year minimum is required for such shingles, 30-year is recommended). Other materials will be judged on their own merits by the ERC. See the applicable Neighborhood Addendum to determine the specific roofing materials permitted. In general, only one material may be used on all roofs on the same house, except that metal roofs may be used on porches or bay windows in combination with a different material on the main roof.
- b) SHINGLE COLORS: Composition shingle colors are recommended to be in the medium-light to deep brown or grey ranges. Very light colors and white shingles will not be approved. Black shingles are permitted but not recommended.
- c) GUTTERS AND DOWNSPOUTS: Gutters and downspouts shall be prefinished to match the adjacent building trim material color. Copper gutters and downspouts may be used on masonry façades. Downspouts shall include short turnouts at their outlets. If downspout extensions are

required, they shall be below grade. Either gutters and downspouts or ground gutters are required. Ground gutters shall match the foundation or may be aggregate concrete.

- d) FLASHING: Highly visible roof flashing shall be copper or prefinished to match the adjacent building material color. Painting is acceptable for less visible flashing; however, no exposed mill-finished flashing is permitted. Imitation copper will not be permitted.
- e) ROOF VENTS: Attic ventilators and other roof penetrations shall be low-profile designs. Ventilators shall be prefinished or painted either flat black or to match the roof color. Continuous ridge vents are permitted only when covered with attached ridge shingles that match the roof shingles. No roof penetrations or other roof accessories shall be located on the front plane of the roof.
- f) DORMERS: The ERC will review dormers on the basis of their style, size, proportions and location in relation to the architecture of the house. Where a full dormer is used on the rear of a house, the side of the dormer shall be set back a minimum of 12 inches from the side of the house. The roof at the house side shall have a completed gable.
- g) SKYLIGHTS: Skylights will not be approved for the front roof planes of any houses. Skylights shall be trimmed in prefinished metal compatible to the roof color.
- h) SOLAR COLLECTORS: Solar collectors may only be considered where they are integrated into the design of the structure and that design is acceptable to the ERC. Support framework for the solar collectors shall be prefinished metal compatible to the roof color. Solar collectors shall not be placed on front-facing roof planes or roof planes directly visible from streets.

3.2.7 PORCHES, DECKS, AND STOOPS

a) FRONT PORCHES AND STOOPS

- 1) Construction: All uncovered front entry stoops shall be masonry. Covered stoops and extended front porches may be either wood or masonry. Latticework is required as infill below the stoop or porch floor and between the solid-trimmed supports for open areas greater than 12 inches in height. Masonry-supported porches may have concrete floors and the foundation wall of such a porch shall match the house foundation. Band boards, stair stringers, closed stair risers and guardrail assemblies shall be wood, PVC, exterior composite material, or metal of a design matching the style of the house. All of these components shall be painted a color matching the trim of the house. Masonry front entry stoops and steps may have guardrails of black-painted metal. Posts supporting the porch roof shall be minimal 6-inch-square or 8-inch-round finished units,

trimmed as appropriate to the style of the house. The ERC may require larger posts or different spacing of posts, where deemed appropriate to the scale and style of the house.

- 2) Porch Depth: Extended front porches shall be a minimum of six (6) feet deep from the house face to the porch floor edge.
- 3) Step Width: Front steps shall be a minimum of four (4) feet wide. Wood steps on primary façades shall have closed risers painted to match the color of the house trim.
- 4) Foundations: Stoops and extended front porches shall be supported on either continuous foundations or on a minimum of 12-inch-by-12-inch brick piers.

b) REAR DECKS

- 1) Construction: Rear decks shall be constructed of quality, decay-resistant, exterior-grade or pressure-treated wood or ERC-approved synthetic material, including steps with closed risers and guardrail assemblies. Decks shall be supported on nominal 4x4 wood posts minimum. Brick piers are encouraged. The open space beneath all decks higher than two (2) feet above grade, but less than one story above grade, shall be enclosed with latticework or other approved screening material. Grade-level patios and terraces are encouraged.
- 2) Deck Finish: Band boards, exterior support posts and beams, guardrail assemblies, stair stringers and closed step risers must be painted to match the trim color of the house. See Illustration 3.2.7.b. in Appendix A. Prefinished metal, vinyl or PVC guardrail assemblies may be permitted consistent with the architectural style and trim color of the house.

c) SECONDARY PORCHES: Secondary façades, open porches, stoops, and screened-in porches, patios, and terraces shall all be constructed of finished materials to match the house, except for deck flooring. Screened-in porches, patios, and terraces are only permitted in the rear of the house unless otherwise approved by the ERC. Screened-in porches shall follow the same basic conditions as set forth for Subsection 2.5.4, House Addition Siting and Section 3.4, House Additions.

d) SPAS AND HOT TUBS: Spas and hot tubs are permitted on attached rear decks and on patios and terraces. Remote decks or patios for spas and hot tubs, or freestanding units, must be located behind the house so as not to be visible from the street. A privacy fence or evergreen landscape screening will be required if visible from adjacent lots or streets.

e) PERGOLAS AND TRELISES: Sun-control devices, such as pergolas and trellises, must be compatible with the architectural style, character,

and color of the house. Typically, pergolas and trellises are of a color to match the trim color of the house. The level of the top plane of the topmost framework should be at or below the eave line of the roof.

- f) **AWNINGS:** Only a retractable awning over a deck, patio, or terrace at the rear of a house is permitted. For more information, see Paragraph 3.2.5.d, Awnings.

3.3 COLORS

3.3.1 TYPES OF APPROVED FINISHES

- a) **EXTERIOR COLORS:** All exterior colors must be approved by the ERC prior to painting or the installation of prefinished materials.
- b) **SIDING FINISHES:** Painted siding shall be painted with oil- or latex-based exterior house paint. Semitransparent stains and clear finishes are generally not permitted.
- c) **VINYL SIDING:** Vinyl siding shall be prefinished with an integral color, as approved by the ERC, and shall not be painted.

3.3.2 CRITERIA FOR JUDGING COLOR

- a) **COLOR SCHEMES:** The same or very similar color schemes may not be used on adjacent houses or on houses directly across from each other. The ERC may also reject a proposed siding color if it determines that the color has been used on too many houses in the same neighborhood.
- b) **COLOR SELECTIONS:** Color selections are not limited to a restricted list; however, colors should generally be muted in hue, especially for large areas such as siding. Bright colors, pastel colors, and any surface material that tends to reflect light will not normally be permitted on exterior surfaces. Mirrors and artificial ornamental devices that are incompatible with the architecture will not be allowed on exterior surfaces. Suggested paint colors are the "Historic Williamsburg" colors by Pratt and Lambert and the "Historic Colors" by Benjamin Moore and Company. Colors selected must be harmonious with each other and with other finishes such as masonry foundations and roof colors. Color samples from the manufacturer's catalog or sample chart are required with the application for construction. The same or very similar color schemes may not be used on adjacent houses or on houses directly across from each other. Stronger colors may be approved for focal points, such as doors and shutters.

3.4 HOUSE ADDITIONS

3.4.1 CONSISTENCY OF DESIGN

To ensure consistency in the design of the house and minimize visual disruption of the neighborhood, additions must match the design characteristics of the house.

See also Subsection 2.5.4, House Addition Siting. Specifically:

- a) **ARCHITECTURAL STYLE:** The architectural style shall match the style of the house. The use of shapes shall be similar to that of the house, but proportionately smaller so as to not overpower the house. Roof styles and slopes shall be similar.
- b) **OPENINGS:** Openings shall be required in additions, including windows and doors, in a similar fashion and extent as in the original house. Windows and doors shall be of matching material and, in general, matching style of those of the existing house. Exceptions may be granted at the discretion of the ERC for sunrooms or other specially glazed areas.
- c) **ARCHITECTURAL ELEMENTS:** Architectural elements such as corner and rake boards, soffits, eaves, cornices, window and door trim, and shutters shall match the style of the same elements on the house.
- d) **EXTERIOR FINISHES:** All exterior finish materials and colors shall match the house. Matching colors on dissimilar materials is not acceptable.
- e) **SPACE UNDER STRUCTURE:** Walled rooms (primarily solid wall versus glass wall) shall be constructed on solid masonry foundations. In lieu of solid masonry foundations, fully glazed sunrooms may be constructed on masonry piers. The space beneath any structure constructed on piers (including decks) higher than two (2) feet above grade but less than one story above grade shall be enclosed with latticework.
- f) **SOLARIUM ADDITIONS:** Solarium additions shall be constructed of finished wood framing or of a prefinished metal consistent with the exterior house color scheme. Solid roof areas must be shingled to match the existing house's roof. All applicable architectural elements (such as cornice work) as delineated above and solid side panel areas shall match the material, style, and color of the existing house.
- g) **SUN-CONTROL DEVICES:** Awnings or other sun-control devices must be consistent with the architectural character of the house. See Paragraphs 3.2.7.e, Pergolas, and Trellises, and 3.2.5.d, Awnings.

3.5 ACCESSORY BUILDINGS

3.5.1 DESIGN AND CONSTRUCTION

Accessory buildings, such as sheds and detached garages, shall stylistically match the primary house as a minimum or may be specifically designed in a unique style to the extent that it enhances the overall design of the house and lot, in the opinion of the ERC. Economy-kit buildings and premanufactured buildings, such as from home-improvement stores, are not permitted. Accessory buildings may not be used as sleeping or living quarters. See also Subsection 2.5.5, Accessory Building

Siting. Minimum requirements include:

- a) **ARCHITECTURAL STYLE:** The architectural style shall match the style of the house. Roof styles and slopes shall be similar, i.e. gable-roof shed with gable-roof house, etc. Shed roofs shall be constructed at a minimum 8-in-12 slope. Plastic-walled and plywood-walled sheds are not permitted.
- b) **OPENINGS:** Windows and doors in accessory buildings shall be similar in style to those of the house. Alternate styles of shed doors may be approved, at the discretion of the ERC.
- c) **ARCHITECTURAL ELEMENTS:** Architectural elements, such as corner and rake boards, soffits, eaves, window and door trim, and shutters, shall match the style of the same elements on the house.
- d) **EXTERIOR FINISHES:** Where siding is used, all exterior finish materials and colors shall match or be coordinated with those of the house. Matching colors on dissimilar materials between an accessory building and a house are not acceptable, such as plywood siding on a shed being painted to match the color of shingle siding on the house. Where the house exteriors are entirely constructed of brick or stone, the ERC may permit siding to be used consistent with materials approved for other houses in the neighborhood.
- e) **BUILDING BASE:** Accessory buildings may be set on foundations which match that of the house, may be set directly on the ground on slabs-on-grade or on skids, or in the case of a sloping grade, may be set on a platform floor with posts and footings similar to typical deck or porch supports. When skids are used, the building must be set level and plumb. Any space visible under the building must be concealed with latticework or plantings.
- f) **MAXIMUM SIZE:** The maximum size of an accessory building may be regulated in the Neighborhood Addendum. Exceptions to prescribed limits will be judged on the merits of design and the potential impact on adjacent properties or the visual streetscape as a result of the accessory building's location on the lot.
- g) **MAXIMUM INTERIOR HEIGHT:** The maximum interior height of a shed shall be eight (8) feet as measured from the floor to the roof's soffit.
- h) **LANDSCAPING:** The ERC reserves the right to require the addition of landscaping to soften the exterior appearance of any accessory structure visible from off-site of the property.

3.6 GAZEBOS

3.6.1 DESIGN AND CONSTRUCTION

Gazebos shall generally be octagonal (8-sided) structures consisting of a base

deck, decorative columns or posts, optional railings, and an eight-faced hip roof. Cupolas may be added. Square structures will be considered on the basis of equal architectural merit. Additional standards include:

- a) **EXPOSED WOOD:** Exposed wood members, except decking, shall be finished smooth on all exposed sides. Posts, guardrail assemblies, and other open wood members shall be turned, edged, or worked into shapes consistent with traditional gazebo designs. Unfinished dimensional lumber will not be approved for exposed, open, or freestanding members.
- b) **ARCHITECTURAL ELEMENTS:** Additional trim, detailing, brackets, cupolas, etc. shall be appropriate to the design and size of the gazebo. The ERC reserves the right to deny gazebo designs with excessive, insufficient, and/or inappropriate detail. Gazebos built on decks must be architecturally consistent with the design of the deck and fabricated from the same materials and with the same finish.
- c) **CONSTRUCTION:** Gazebos may be built on site or assembled from kits.

3.6.2 COLORS AND FINISHES

Gazebos constructed on decks which are in turn attached to the primary house shall be painted to match the trim color of the house. Freestanding gazebos set away from the house may be painted to match the house trim or finished with a clear finish. Roofing shall match that of the house, unless otherwise approved by the ERC.

ARTICLE IV OTHER STANDARDS

4.1 PROPERTY MAINTENANCE

4.1.1 BASIC MAINTENANCE

All approvals for property improvements are granted on the condition that these improvements are maintained in good condition such that they do not visibly deteriorate over their life. To maintain compliance with these Design Standards, each Owner has the following responsibilities:

- a) **LAWNS:** Seed, weed, regularly cut, and water lawns, including the grass strip between a sidewalk and a street or within drainage swales which may technically be within public road rights-of-way and the grass within the utility easement. Weed mulched areas and refresh the mulch as needed.
- b) **TREES AND SHRUBS:** Prune and care for all trees and shrubbery and maintain all ERC-required vegetative screening. Where a property contains a public sidewalk along the street, trees and shrubbery on the property need to be kept trimmed to clear the full sidewalk width and maintained to permit a minimum 6-foot headroom clearance. Any plant material which dies shall be replaced promptly with plant material of the

same variety and size.

- b) **EXTERIOR CARE OF BUILDINGS:** Periodically clean, paint, and generally care for the exterior elements of all structures on the property, including repair of peeling, chipped, cracked, or missing paint.
- c) **DETERIORATED EXTERIOR ELEMENTS:** Replace exterior elements, such as roof shingles, siding, windows, and doors, when they begin to decay, break down, or generally deteriorate from age, weather, water incursion, insects, etc.

4.2 YARD STORAGE

4.2.1 VEHICLES

The following vehicles may not be parked or stored on any lot (except in an approved garage), common area, or street in Stonehouse: campers, house trailers, horse and utility trailers, recreational vehicles, boats, motorcycles, school buses, commercial vehicles, inoperable vehicles, vehicles without current registration, or similar items. These vehicles must be parked in an area designated by the HOA Board of Directors, or if no such area is designated, they must be parked outside the Stonehouse development. Major vehicle repairs may not be undertaken except in enclosed garages. Minor emergency repairs, such as battery charging or changing, replacing a flat tire, and jump-starting, are permitted in the open on any lot or as otherwise determined by the HOA Board of Directors.

4.2.2 STORAGE UNITS

One (1) temporary storage unit (e.g. a POD) may be permitted for up to 14 days to allow for the transfer of household goods. These units must be placed on the garage pad.

4.2.3 FIREWOOD PILES

Firewood may be stored on lots in the rear yard only. The ERC will consider the design and location of covered structures for firewood piles as an Accessory Building. See Section 3.5, Accessory Buildings.

4.2.4 TEMPORARY MATERIALS STORAGE

Temporary storage (up to 14 days) of construction, yard work, or landscape materials is permitted on the garage pad or at the rear of the house. Material may be covered with natural-colored (green, tan, or brown) tarpaulins. Bright-colored tarpaulins are not permitted. Long-term storage of materials, equipment, etc. shall be in the house, in an approved accessory building, or within an approved screening enclosure.

APPENDIX A - ILLUSTRATIONS

The illustrations on the following pages are referenced to the Design Standards by paragraph number. Please refer to the designated paragraph number (also the illustration number) for the paragraph containing requirements relating to the specific illustration.

LIST OF ILLUSTRATIONS

2.1.2	ELEMENTS OF A LOT
2.5.2	SETBACKS DEFINED
2.7.1.a	REQUIRED MAILBOX DESIGN
2.7.1.b	REQUIRED MAILBOX SPECIFICATIONS
2.7.4.a	BUILDER AND LOT OWNER SIGNAGE
2.7.4.b	FOR SALE AND FOR RENT SIGNAGE
2.8.1.e	DRIVEWAYS AT STREET-FACING GARAGES
2.11	YARD AREAS DEFINED FOR FENCING
2.11.2	DECORATIVE FENCE TYPES
2.11.3	YARD FENCE TYPES
2.11.4	PRIVACY FENCE TYPES
3.2.4	EXTERIOR TRIM REQUIREMENTS
3.2.5	WINDOWS, SHUTTERS AND TRIM
3.2.7.b	DECK FINISH

ILLUSTRATION 2.1.2 - ELEMENTS OF A LOT

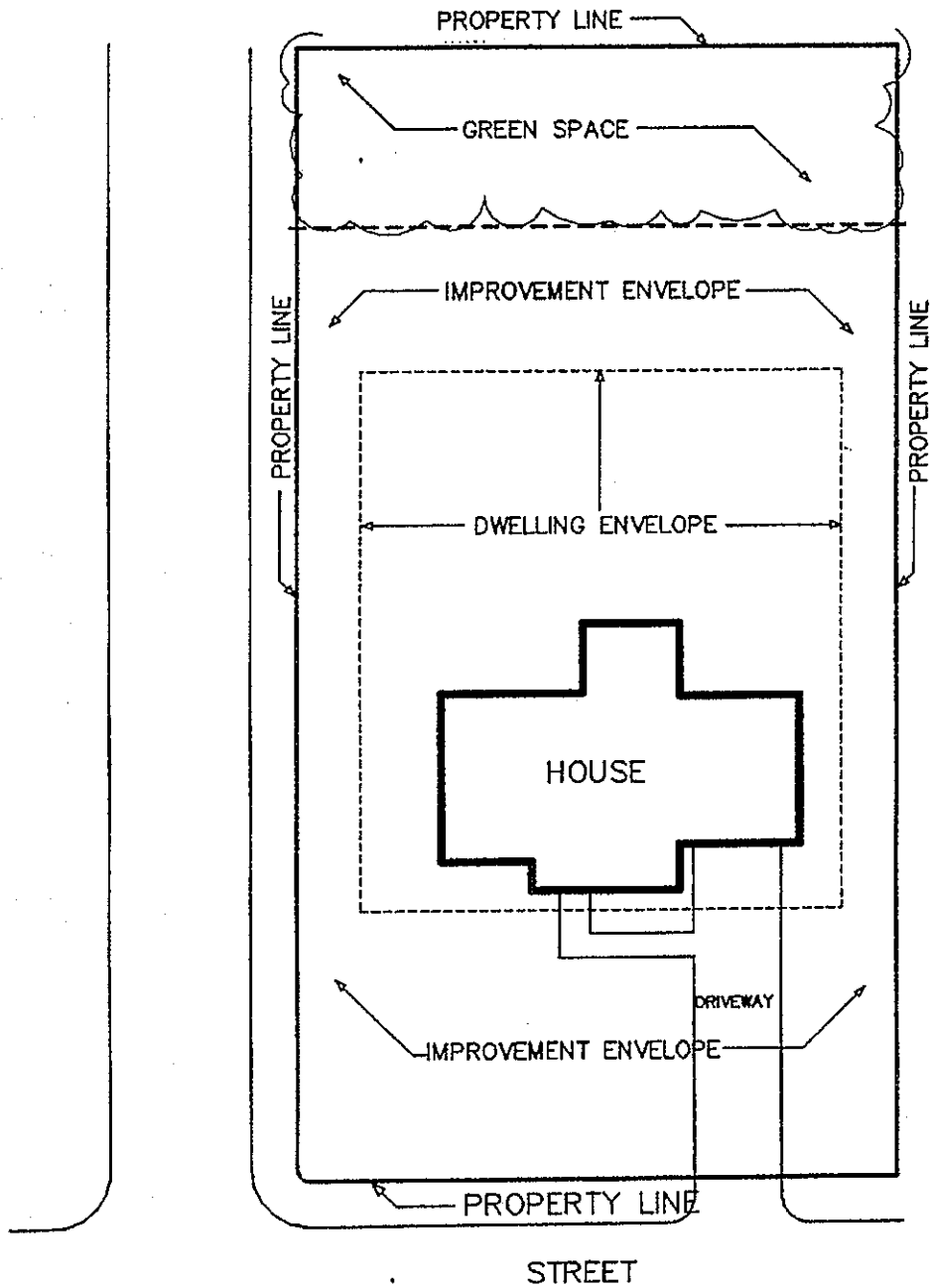


ILLUSTRATION 2.5.2 - SETBACKS DEFINED

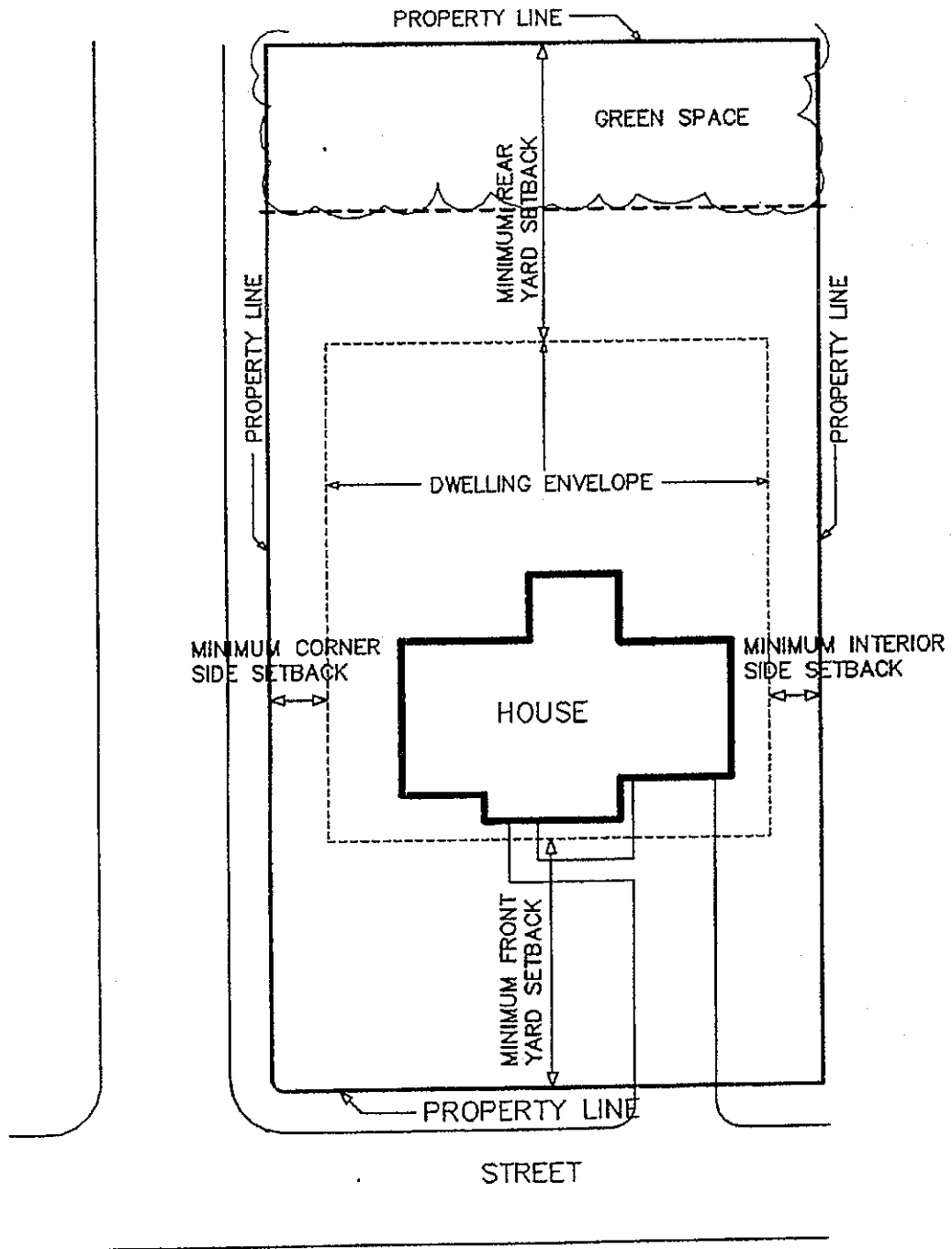


ILLUSTRATION 2.7.1.a - REQUIRED MAILBOX DESIGN

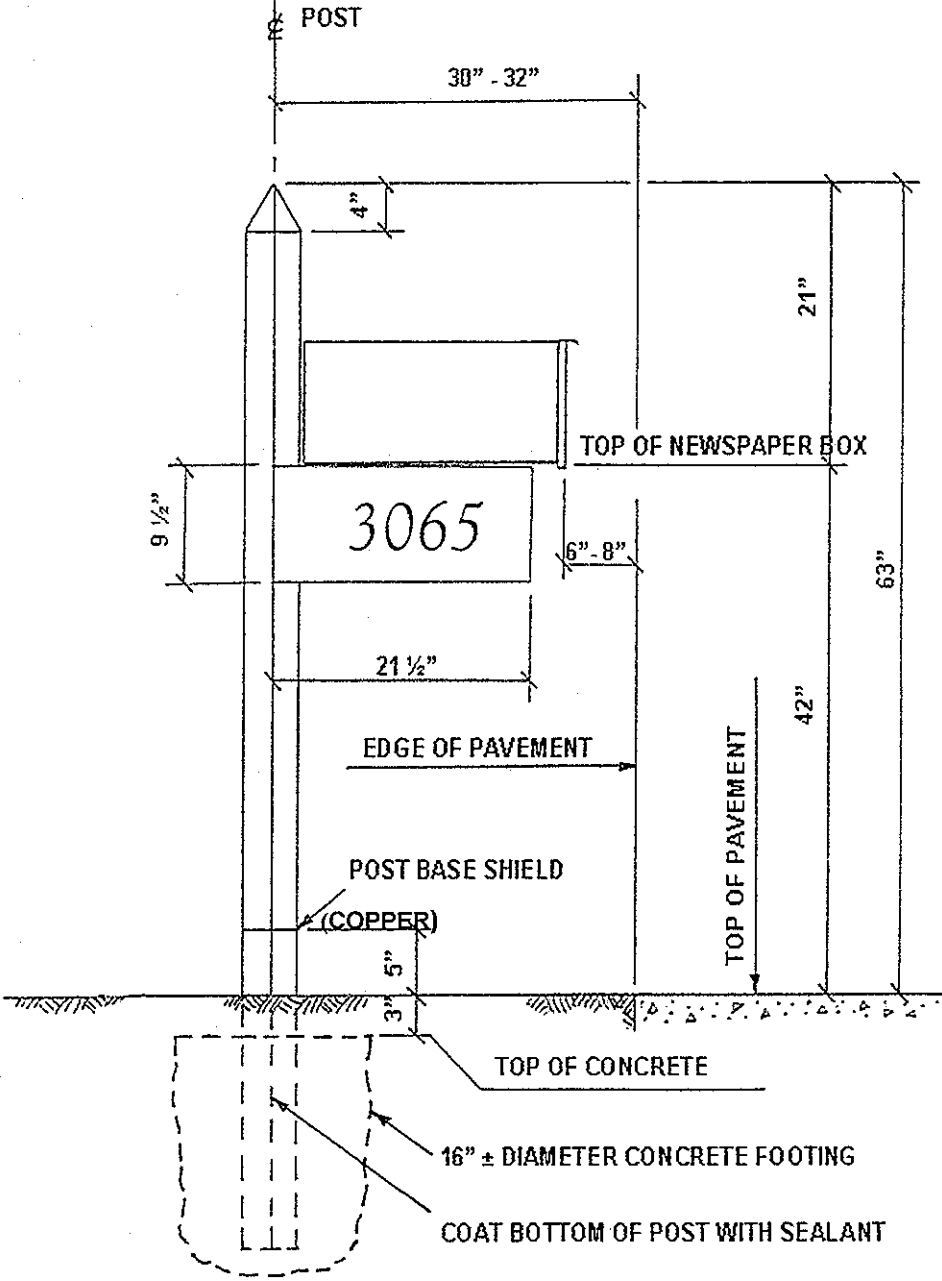


ILLUSTRATION 2.7.1.b - REQUIRED MAILBOX SPECIFICATIONS

COMPONENT SPECIFICATIONS

POST

Size: 4" x 4" x 7'-6" long
Material: Pressure-treated lumber
Color: See Paint Specifications
Base Shield: 8" copper wraparound w/5" exposed copper

NEWSPAPER

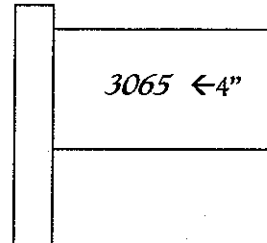
Size: 9-1/2" high x 21-1/2" long x 5" wide
Material: 3/4" treated exterior composite board w/hot-dipped galvanized steel or stainless steel fasteners
Color: See Paint Specifications

MAILBOX

Size: 8-1/4 wide" x 10-1/2" high x 21" long
Material: Aluminum w/aluminum fasteners
Color: See Paint Specifications

NUMBER FONT

Size: 3-3/4"
Font: Goudy Old Style, 15-degree slant, 11-3/4" overall length
Color: Black Vinyl
Position: Center vertically at 4" from street end of newspaper box



PAINT SPECIFICATIONS

POST & NEWSPAPER BOX

Benjamin Moore (See note below)
Quart-Size Formula – Soft Gloss

OY	0 x 3.2500
BK	0 x 1.7500
OG	0 x 1.0000
GY	0 x 1.5000

MAILBOX

Benjamin Moore (See note below)
Quart-Size Formula – Soft Gloss

OY	0 x 7.7500
BK	0 x 6.0000
RD	0 x 2.0000
GY	0 x 1.0000

Note: Due to the possibility that the name and/or number of the paint could be altered at the manufacturer's discretion, the formulas stipulated above should be used.

ILLUSTRATION 2.7.4.a – BUILDER AND LOT OWNERS SIGNAGE

SIGN BLANKS:

3/4" x 18" x 24"

3/4" x 10" x 20"

3/4" x 7" x 20"

Color: Benjamin Moore #1543

Logo: Purple 062 vinyl

Stripe: Medium Grey vinyl

Font: Baskerville Bold

Color: Black vinyl

POSTS:

Builder Signage:

4" x 4" x 7'

Pressure-treated wood

Lot Owners Signage:

4" x 4" x 4'

Pressure-treated wood

Color: Benjamin Moore #858

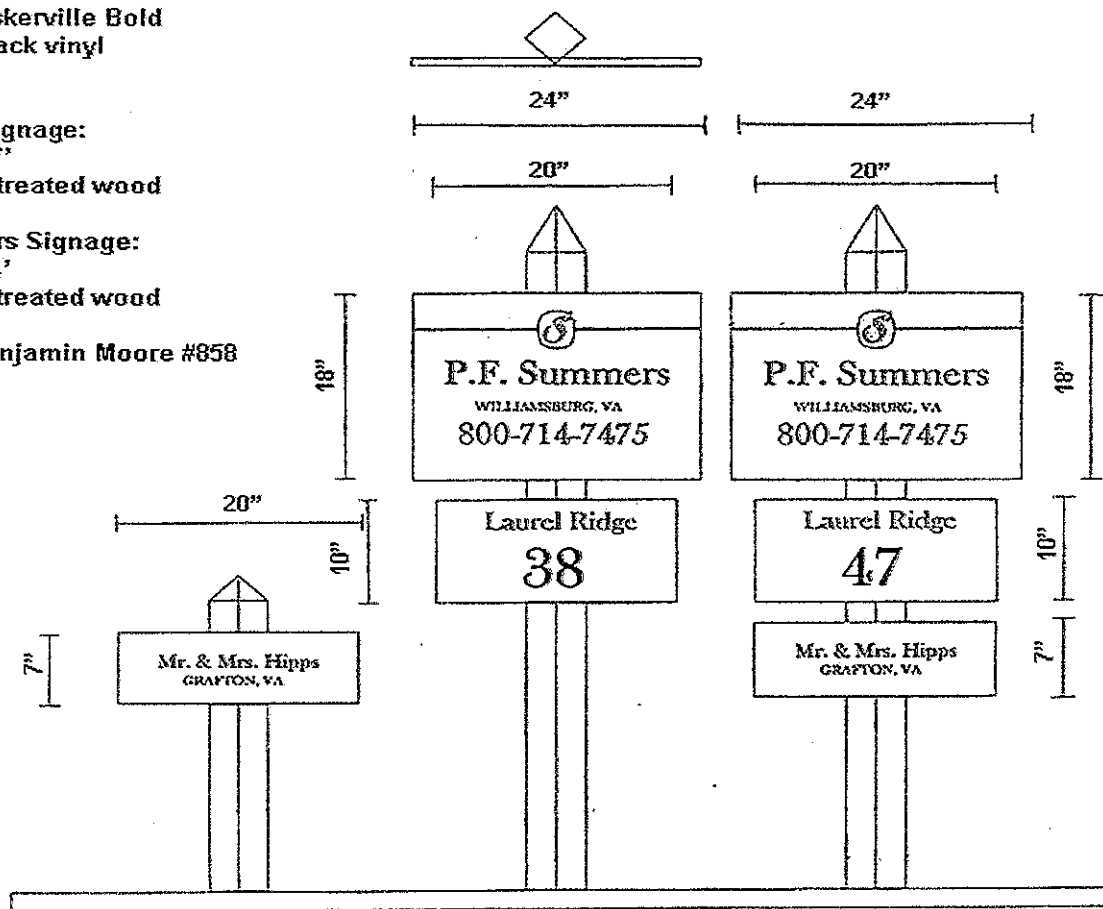


ILLUSTRATION 2.7.4.b – FOR SALE AND FOR RENT SIGNAGE

SIGN BLANKS:
3/4" x 18" x 24"
3/4" x 10" x 20"
Color: Benjamin Moore #1543

Stripe: Purple 062 vinyl

Font: Baskerville Bold
Color: Black vinyl

POST:
4" x 4" x 6'
Pressure-treated wood
Color: Benjamin Moore #858

Note: Lot number sign
required only for lots
for sale.

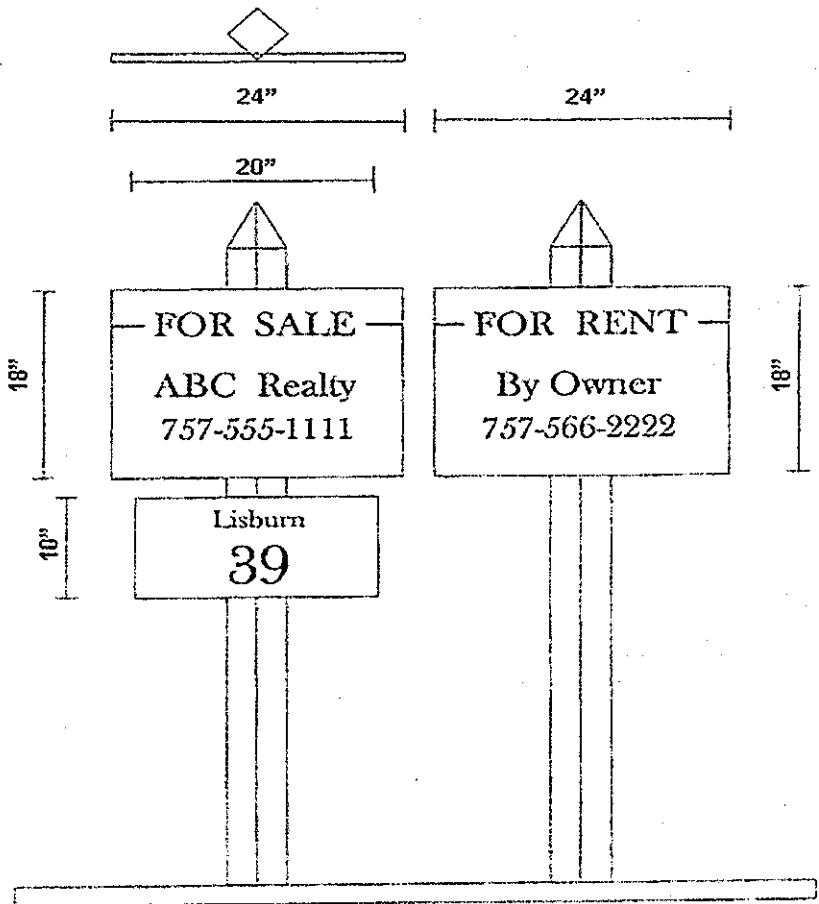
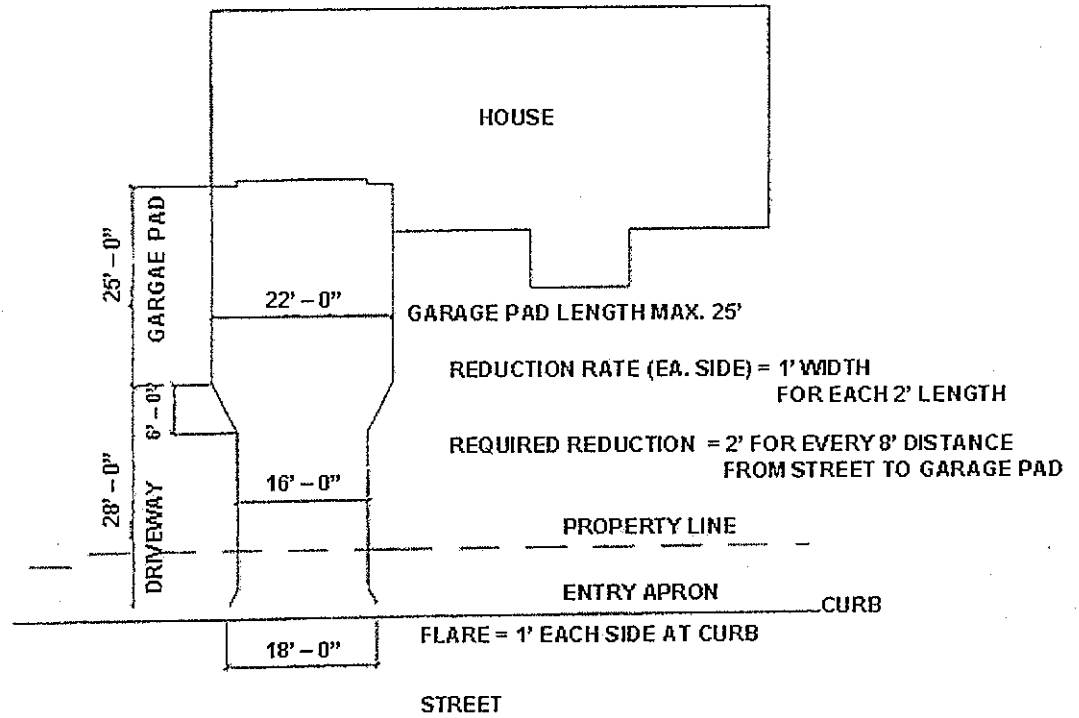


ILLUSTRATION - 2.8.1 DRIVEWAYS AT STREET-FACING GARAGES



IN THIS EXAMPLE, THE 28' DISTANCE FROM THE STREET TO THE GARAGE PAD CONTAINS THREE 8' LENGTHS (24'). A PARTIAL LENGTH DOES NOT COUNT. THE THREE 8' LENGTHS REQUIRES A TOTAL 6' REDUCTION IN WIDTH (22' - 6' = 16').

ILLUSTRATION 2.11 - YARD AREAS DEFINED FOR FENCING

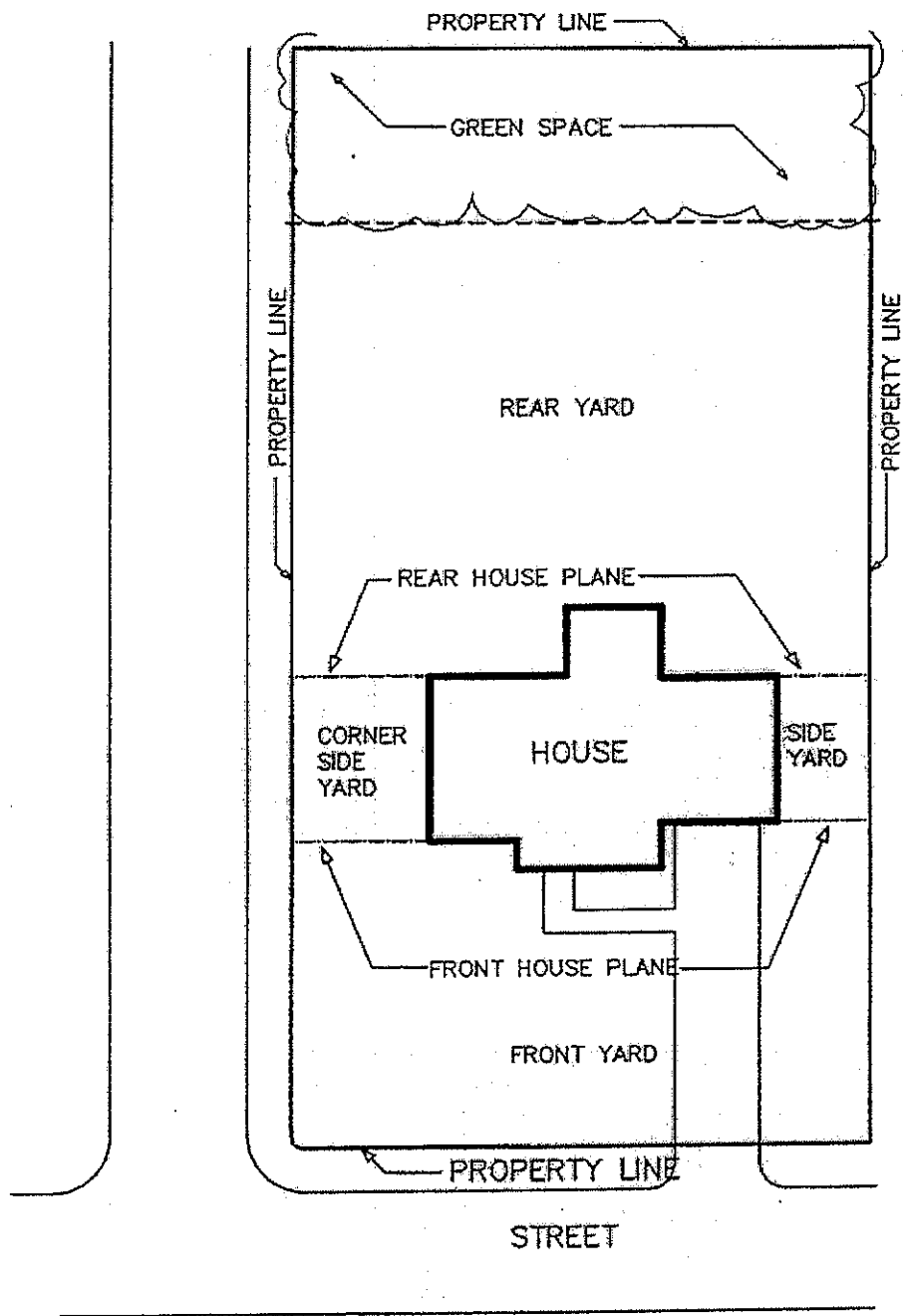
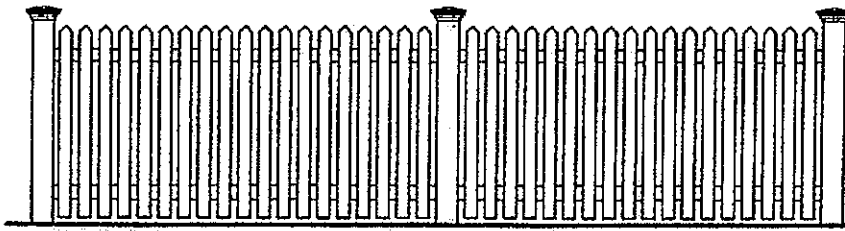
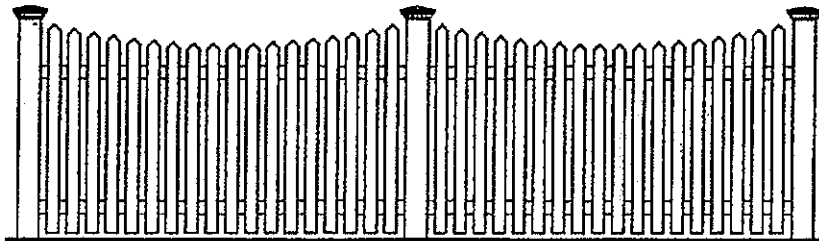


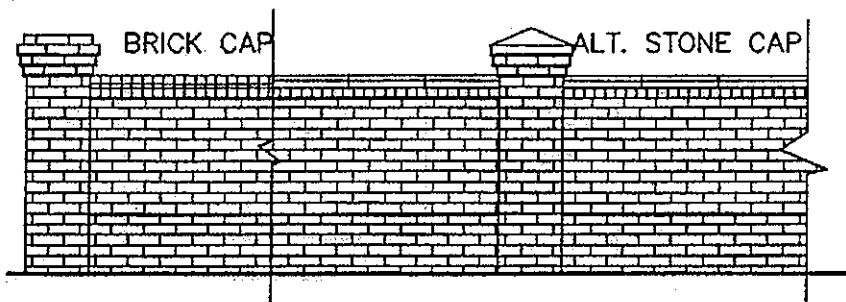
ILLUSTRATION 2.11.2 - DECORATIVE FENCE TYPES



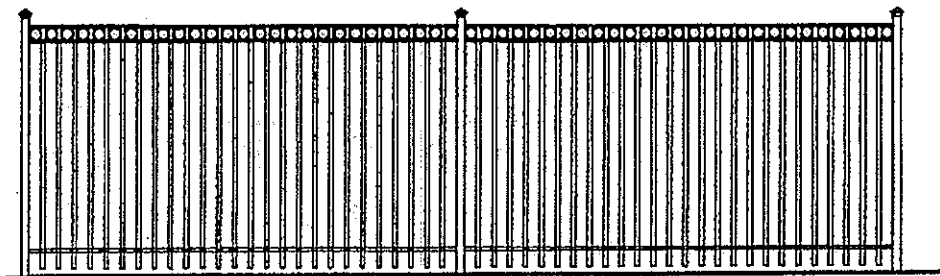
EXAMPLE DECORATIVE PICKET FENCE



EXAMPLE CONCAVE PICKET FENCE

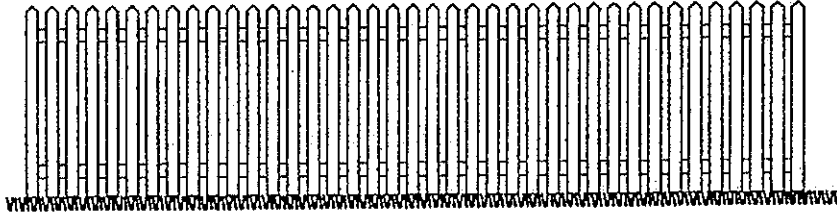


EXAMPLE BRICK WALL

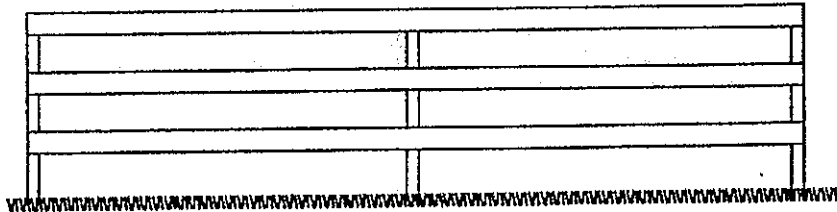


EXAMPLE ORNAMENTAL METAL FENCE

ILLUSTRATION 2.11.3 - YARD FENCE TYPES

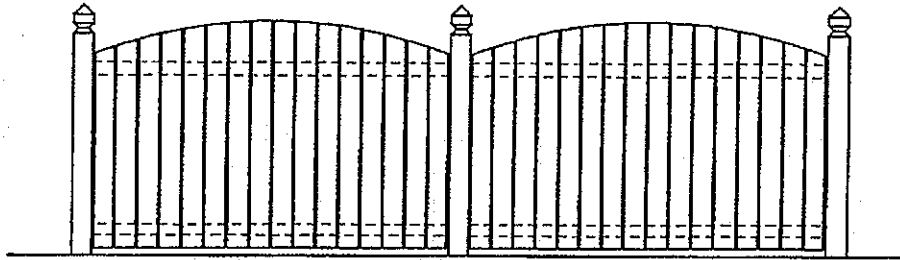


STANDARD PICKET FENCE

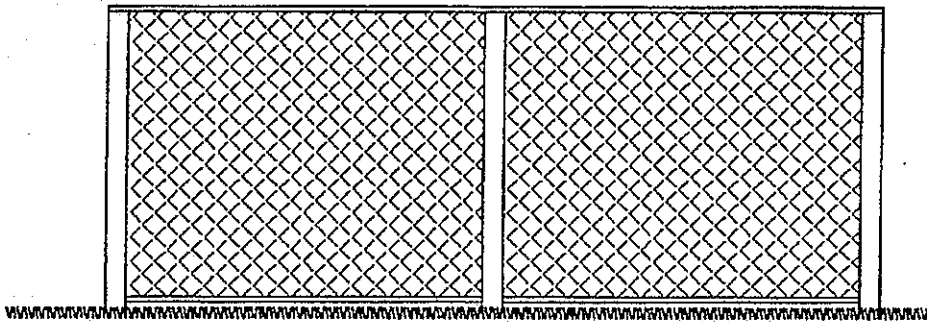


THREE RAIL FENCE
(BOARD RAIL OR SPLIT RAIL)

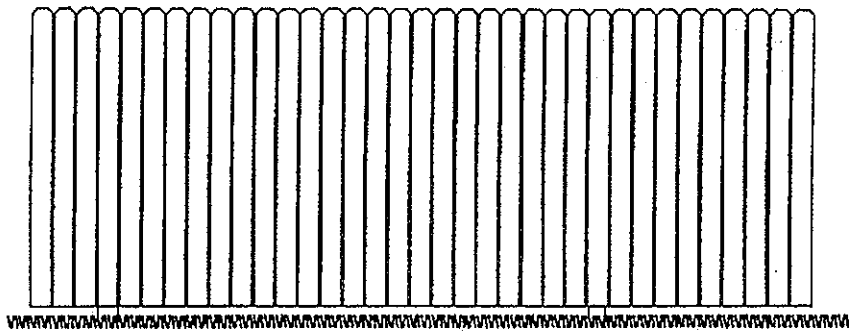
ILLUSTRATION 2.11.4 - PRIVACY FENCE TYPES



CONVEX PRIVACY FENCE

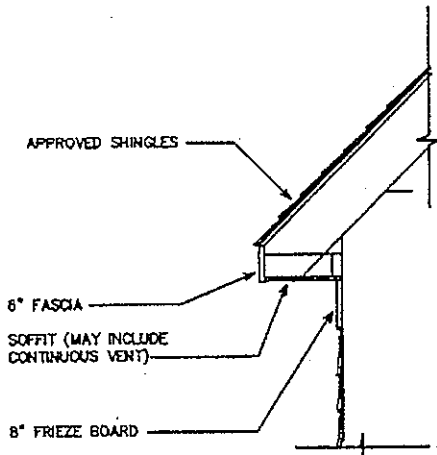


FRAMED LATTICE FENCE

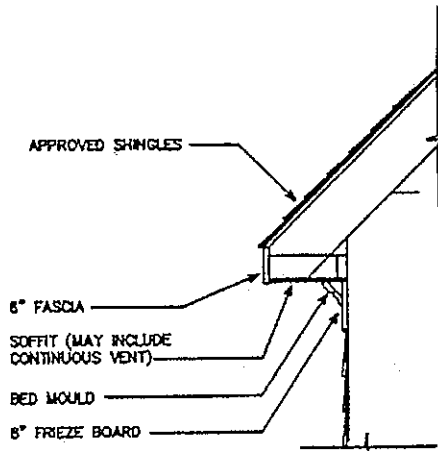


SOLID BOARD FENCE

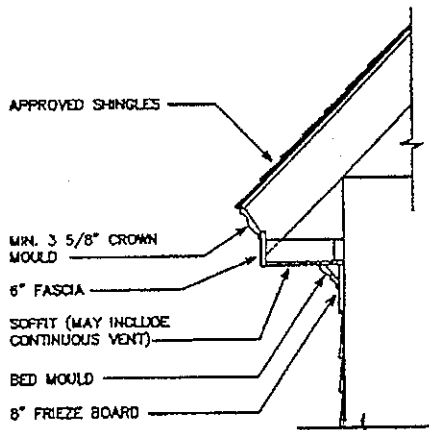
ILLUSTRATION 3.2.4 – EXTERIOR TRIM REQUIREMENTS



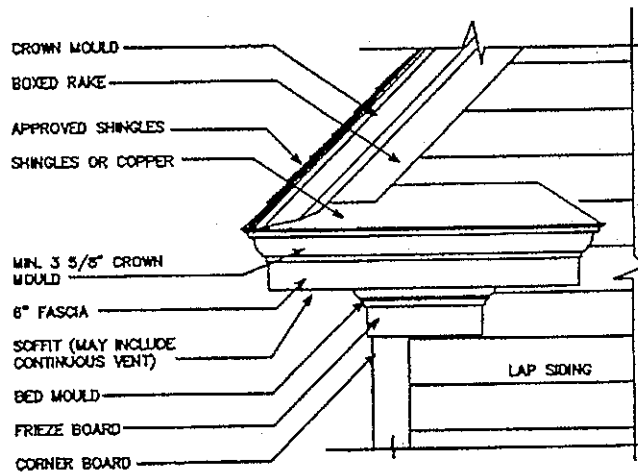
TYPICAL 3-MEMBER CORNICE



TYPICAL 4-MEMBER CORNICE

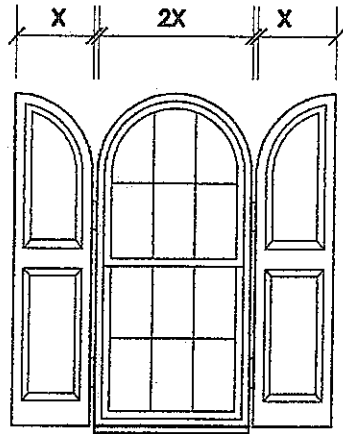


TYPICAL 5-MEMBER CORNICE



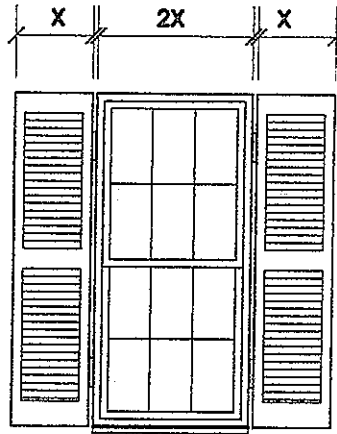
EXAMPLE OF CORNICE WITH RETURN, BOX RAKE, AND CORNER BOARD

ILLUSTRATION 3.2.5 - WINDOWS, SHUTTERS AND TRIM



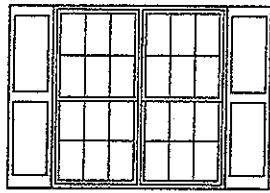
PANELED (OR LOUVERED)

ARCHED WINDOW WITH SHUTTERS

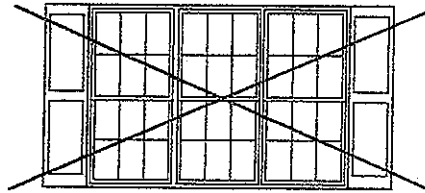


LOUVERED (OR PANELED)

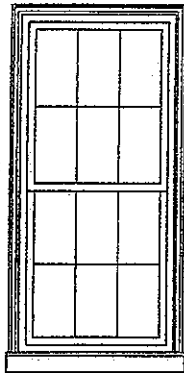
STANDARD WINDOW WITH SHUTTERS



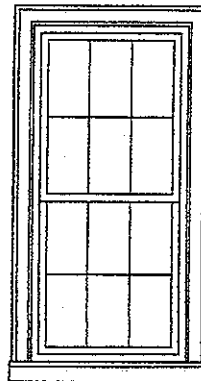
SHUTTERS PERMITTED ON
STANDARD DOUBLE WINDOW UNITS



SHUTTERS NOT PERMITTED ON
THREE OR MORE WINDOW UNITS

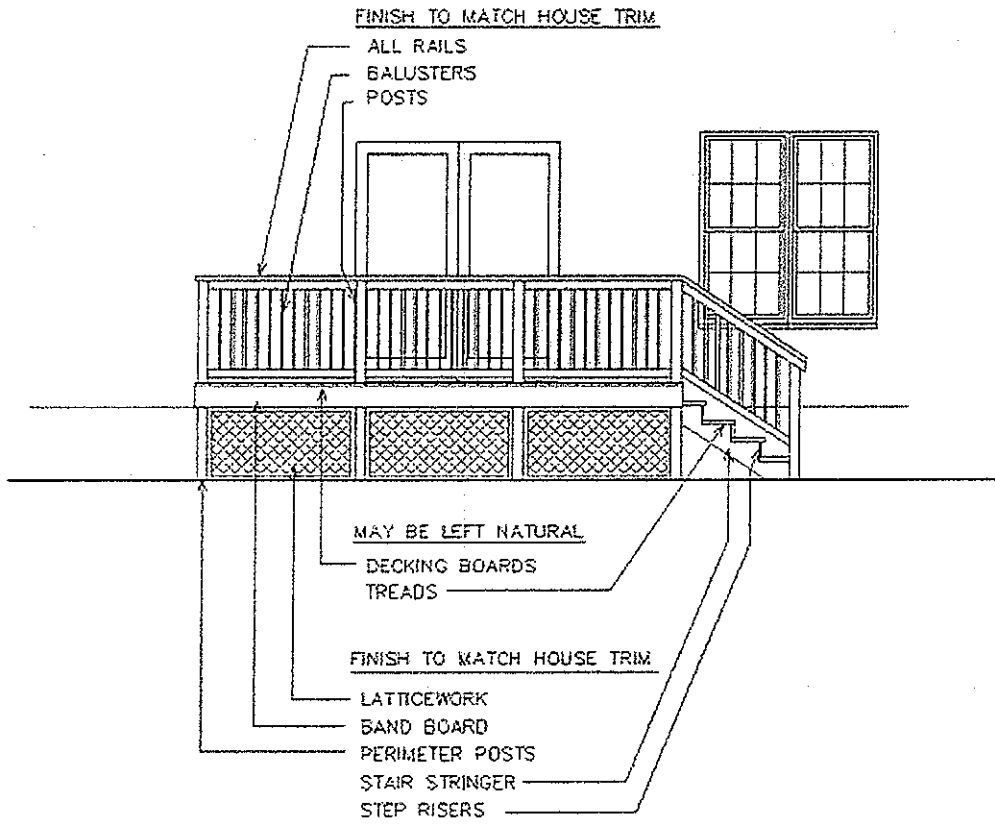


WINDOW WITH BRICK
MOULDING AND BRICK SILL



WINDOW WITH WIDE
TRIM AND BRICK SILL

ILLUSTRATION 3.2.7 b - DECK FINISH



THIS
PAGE
INTENTIONALLY
LEFT
BLANK

APPENDIX B - DEFINITIONS

USED IN THIS BOOK

APPLICANT	The responsible entity shall in all cases be the Owner(s). However, the Owner may designate someone to act in his/her behalf.
ASSOCIATION	The Association at Stonehouse Inc.
ARCH	A structural method of spanning an opening, usually with masonry, whereby curved, pointed or flat upper edges of the opening are formed.
ASSOCIATION MANAGER	Employed by the Board of Directors to manage the day-to-day operations of the Association at Stonehouse, Inc. Offices are located at 9701 Mill Pond Run, Toano, VA 23168. Phone: 757-566-0128; FAX: 757-566-1198.
ARCHITECTURAL DRAWINGS	A set of detailed drawings which are used by the Contractor to build a house. The drawing set includes floor plans, elevations of all sides of the house, building sections to identify all building materials and details. The plans and elevations are usually drawn at a scale of 1/4 inch = 1 foot.
AWNING WINDOW	A window which is hinged at the top and swings outward from the bottom.
BOARD-RAIL FENCE	A fence consisting of horizontal rails of flat sawn lumber nailed to the flat sides of rectangular or square vertical posts. There are normally three horizontal rails with equal spacing. The fence is typically 48 inches high with the three horizontal rails spaced equally apart.
BONUS ROOM	A room constructed over an attached garage that is not part of the primary living area of the house; i.e. not a bedroom, living room, dining room, kitchen, or bath.
BMP	An acronym for Best Management Practice. A BMP is a stormwater drainage retention pond, where stormwater is collected and allowed to gradually run downstream until the pond either empties or, in some cases, retains water up to a prescribed level.

CERTIFICATE OF COMPLIANCE

A final approval letter provided by the ERC upon satisfactory completion of the home and landscaping. The Certificate certifies conformance to house elevations, building materials and colors, final landscaping, repair of any construction damage to adjoining property, etc. The Certificate does not provide for any building code, structural, or other governmental approvals.

CLEARING

Complete removal of natural vegetation from the area of construction.

COMMON AREA/OPEN SPACE

Areas within the community, other than those owned by individual Owners, that are held and maintained by the Homeowners Association.

COMPLIANCE BOND

A bond required to accompany the Final Design Review Application and refundable upon approval of the Final Compliance Review. This bond is used as needed to repair any damage caused by construction personnel or equipment to adjacent lots, common areas, and other properties, as well as to clean the Owner's lot under construction, for trash removal and/or routine maintenance, or for adjacent areas as is necessary.

CONFORMANCE BOND

A bond required to accompany the Final Design Review Application and refundable upon approval of the Final Compliance Review. This bond may be used if the Owner has not fully complied with the requirements of the Design Standards and Project Documents, as well as to insure that the dwelling and landscaping are completed in compliance with the ERC-approved drawings.

CONSTRUCTION SETBACK AREA

Required distance inside all property lines which cannot be built in as determined by County zoning ordinances or the Restrictive Covenants of the neighborhood.

CONTEMPORARY

For these Design Standards, contemporary shall refer to twentieth-century styles such as Craftsman and Prairie styles. Contemporary shall also refer to custom architect-designed homes utilizing unique or sculptural arrangements of forms, masses, voids and details.

CORNICE

Exterior trim of a structure at the eave, usually consisting of bed molding, soffit, fascia and crown molding.

CORNER BOARDS

Vertical boards installed on the corners of wood-sided homes to cover the ends of the siding.

CORNER SIDE YARD	The side yard area between the front and rear yards (see definitions) of a corner lot and facing a street. (See Illustration 2.11, Appendix A).
CRAWL SPACE	The space under the primary floor of a residence and within the foundation perimeter that allows inspection and service access to the underfloor systems serving the house.
DENTIL MOLDING	Molding that consists of a band of small square tooth-like blocks forming part of the eave. (See also Modillion Blocks)
DIMENSIONAL COMPOSITION SHINGLE	Asphaltic/fiberglass roofing material manufactured in laminated layers to achieve the depth and dimension variation that simulates the look of wood shingles or slate. The material is imbedded with the color grain to provide a variety of roofing color schemes.
DORMER WINDOW	Vertical window which projects from a sloping roof, placed in a small gable-, hip- or shed-roofed enclosure projection.
DOUBLE-HUNG WINDOW	Window with two vertically operating sashes sliding past each other in two directions to enclose the opening.
DRIP LINE OF A TREE	Imaginary line projected vertically from the outside edge of the branches.
EASEMENT	A right afforded a person or entity to make limited use of another person's real property, such as a right-of-way through a lot established for utilities.
EAVE	The lower edge of a sloping roof plane which projects beyond the exterior wall of a building structure.
ELEVATION (Building)	Exterior vertical face of a structure, either front, side, or rear. Generally applies to the architectural drawings of the building. (See also Façade)
ELEVATION (Land)	The height of a point (of land, floor, or other element) above sea level, usually specified in feet (e.g. 36.00 feet).
EVERGREEN SHRUBS	Shrubs which do not shed their leaf growth seasonally.
EYEBROW WINDOW	A window in a low dormer on the slope of a roof formed by the roofing material being carried over the opening in an arced line.
FAÇADE	Exterior face of a building. (See also Elevation)
FINISH	A coating applied to a material on the job site, such as

	<p>paint or stain. A prefinished material such as shingles, face brick, vinyl siding, clad windows, etc.</p>
FINISHED FLOOR AREA	<p>Amount of space within a structure that is conditioned (heated/cooled) area and in which all construction is complete with interior finishes and finished materials.</p>
FIRST FLOOR	<p>Floor level at the front entrance of the house.</p>
FLOOD PLAIN	<p>Land which borders a body of water which is subject to periodic flooding.</p>
FLOOR PLAN	<p>A drawing showing the layout of the enclosing walls of a structure, its doors and windows, and the arrangements of the interior spaces as viewed from above.</p>
FOOTPRINT	<p>Outline of a structure as viewed from above.</p>
FOUNDATION/FOOTING	<p>The structural base whereby the entire load from the building is transmitted to the ground. The foundation wall is usually constructed out of masonry materials. The footing runs continuously under the foundation wall and is typically reinforced concrete. An individual footing of reinforced concrete is used under a structural support pier.</p>
FRONT PLANE OF THE HOUSE	<p>The line of the front facade extending from the farthest right- front house corner to the farthest left-front house corner and then extending parallel to the house front from the house corners to the side lot lines. In cases where a minor wing of the house is set back more than half the depth of the main body of the house (See the definition of Main Body of the House), the front of that wing may not be included as part of the front plane. Where this definition is in question for a specific house, the ERC shall interpret the limits of the front plane (See Illustration 2.11, Appendix A).</p>
FRONT YARD	<p>The portion of the yard in front of the house and in front of the lines extending parallel to the house front from the house corners to the side lot lines. For the purposes of landscaping and property maintenance, this yard extends to the full width of the lot and to the street edge. (See Illustration 2.11, Appendix A).</p>
GABLE	<p>The triangular portion of the end wall of a building structure under a gable or gambrel roof.</p>
GABLE ROOF	<p>A roof design consisting of two roof planes which are joined at the ridge or peak and slope downward from the ridge to the eaves.</p>

GABLE VENT	A triangular-shaped louvered vent positioned in the wall at the top of a gable.
GARAGE PAD	The area of the driveway extending from the garage doors.
GAMBREL ROOF	A roof design, also called Dutch colonial, consisting of four roof planes, in which the top two planes are joined at the ridge or peak and slope downward from the ridge to join the lower two planes that are at a steeper pitch and slope downward to the eaves.
GUARDRAIL ASSEMBLY	The guardrail structure along the edges of decks, porches, balconies, stoops, landings, steps, and ramps, typically consisting of a combination of several elements, such as a handrail, top and/or bottom horizontal rails, vertical balusters and various decorative infill configurations.
HIP ROOF	A roof design consisting of four roof planes, in which the two side planes are joined at the ridge or peak and slope downward from the ridge to eaves and the two end planes slope downward from the ends of the ridge to eaves so that the eave line formed is constant on all walls.
HOA	Homeowners Association which is the Association at Stonehouse, Inc.
JACK ARCH	Also called a flat arch or straight arch. It is a horizontal row of wedge-cut brickwork over an opening.
MAIN BODY OF THE HOUSE	This typically includes the central portion or largest section of the house as defined by the single major roof form (hip, gambrel, or gable) and usually including the front entrance and major rooms for living, dining, and sleeping. Where this definition is in question for a specific house, the ERC shall define the main body of the house.
MODILLION BLOCKS	A horizontal bracket in the form of a decorative or plain block, spaced at even intervals along the eave.
MODIFICATION	A change or addition to a property that has been completed and granted a Certificate of Compliance.
NOXIOUS OR POISONOUS VEGETATION	Natural vegetative growth with a wild unkempt appearance, such as uncontrolled vines, briars, poison ivy, poison oak, and poison sumac.
PEDIMENT	A formal gabled element, usually with a pronounced cornice on all sides, primarily used over entrances.

PICKET FENCE	A fence consisting of closely spaced vertical slats attached to horizontal rails which are in turn supported by intermediate posts.
PILASTER	A rectangular or semicircular column applied to the wall simulating supports for a decorative pediment or arch above, usually used at a main entrance.
PITCH	The indication of the steepness of a roof measured by the amount of rise in inches per 12 inches of horizontal length. (See also Slope)
PLANE OF HOUSE	The facade of the house that includes the main body of the house which is generally defined by the corners of the house, not including garages (See the definition of Main Body of the House). The front plane would be that portion facing the street and the rear plane that portion facing the rear yard. (See Illustration 2.11, Appendix A).
PLUMBING VENT	A pipe projection above the roof plane which is a integral part of the house plumbing system so as to provide an open vent allowing the release of sewer gases and a vacuum break facilitating waste drainage for all associated plumbing fixtures, e.g. toilet and sinks.
PREFINISHED MATERIAL	Material that has received a factory finish and is ready to install upon delivery to the construction site (e.g. roofing shingles).
PROPERTY LINE	Legal limit of property, i.e. the property edge.
RAKE BOARD	A board or molding along the sloping edges of a gable or gambrel roof which conceals the rafter.
REAR PLANE OF THE HOUSE	The line of the rear facade extending from the farthest-right-rear house corner to the farthest-left-rear house corner. Where this definition is in question for a specific house, the ERC shall interpret the limits of the rear plane (See Illustration 2.11, Appendix A).
REAR YARD	The portion of the yard located behind the rear plane of the house generally facing the rear property line (See Illustration 2.11, Appendix A).
RIDGE VENT	A linear ventilating cap installed along the ridge of the gable portion of a roof.
RIGHT-OF-WAY LINE	A strip of land which has been granted by deed or easement for the construction or maintenance of a roadway. Generally, the front property line of a lot is not at the curb or edge of the road, but set several feet

back behind the right-of-way line. Street and traffic signs are allowed in this area. Private mailboxes and landscaping are also permitted in the right-of-way.

ROOF VENT

A shrouded ventilating device, either with or without and integral fan, mounted on the roof plane for exhausting an attic space.

SCALE

(1) A system of proportions used in architectural drawings so that the actual size of an item to be drawn can be reduced to a size small enough to fit on a sheet of paper (i.e. 1/4 inch = 1 foot in which 1/4 inch on the drawing represents 1 foot of actual size of the item being drawn). (2) Term used to relate to the proportional balance of all elements of a building.

SCREENING

Shielding method using either natural vegetation or a structure to conceal an unsightly condition from view or to provide protection from noise or wind exposure.

SEGMENTED ARCH

An arch which is composed of part (less than half) of a circle.

SELECTIVE CLEARING

Limited removal of trees permitted outside of the area of clearing and grubbing work, primarily involving the removal of dead or diseased trees and scrub undergrowth and the thinning of overly dense growth. This is accomplished with hand labor rather than heavy equipment to prevent damage to the roots of growth to remain.

SHED ROOF

A dormer roof design consisting of one roof plane which slopes from the ridge or peak downward in one direction only to the eave line.

SILVICULTURAL

The care and cultivation of forest trees, i.e. forestry.

SITE PLAN

A plan of a lot indicating property lines and showing the accurate location and size of structures shown with dimensions to property lines.

SKID

A small platform laid on the ground that serves as the foundation for a movable accessory building.

SLOPE (Roof)

The indication of the steepness of a roof measured by the amount of rise in inches per 12 inches of horizontal length. (See also Pitch)

SOFFIT

The exposed overhanging undersurface of any overhead component of a building, such as an eave.

SOFFIT VENT

A ventilating strip or uniformly spaced circular vents inserted into the soffit or perforated vinyl panels

	making up the soffit.
SOLID-BOARD FENCE	A privacy fence consisting of a wood framework with flat vertical boards attached to the outside face of the framework. The vertical boards can have various end treatments.
STOP WORK ORDER	A document issued by the ERC to a Builder/Owner to stop all construction work on a house, including lot clearing.
STORY (House)	A floor area on one level, enclosed by the house walls (e.g. first floor = first story). A 1/2 story refers to a floor area enclosed within the roof area and above the top of the house walls (i.e. attic areas, both finished and unfinished).
STUCCO	A trowel-applied cement plaster on wire lath used for exterior wall surfaces. Color can be integrally added.
SYNTHETIC STUCCO	A premanufactured exterior finish material resembling cement stucco, with smooth or textured surfaces, which can be applied over the exterior sheathing of a building. (Also called exterior insulation and finish system or EIFS)
TOPOGRAPHY	A description of the vertical land deviations (flat, sloping, hills, valleys, etc.)
TRADITIONAL STYLE	Architectural styles copied or derived from those historical styles characteristic of older southern cities. Traditional styles in Virginia include Georgian, Adam, Greek Revival, Colonial Revival, Early Classical Revival, or Neoclassical.
TRANSITIONAL STYLE	For the purposes of these Design Standards, transitional architecture includes houses of mixed historical styles (See the definition of Traditional Style above), houses using Victorian styles such as Stick, Queen Anne, and Shingle, and houses using more contemporary massing and arrangements of traditional-style details.
UNFINISHED MATERIAL	Material that does not receive a special coating to alter the natural appearance but may be treated with a preservative to prevent decay (e.g. salt-treated lumber).
VARIANCE	An exception made to the Design Standards which may be granted solely by the ERC and follows an established process. See Section 1.5.6, Variances.
VEGETATION	Plant growth (trees, shrubs, grass, etc.) either in its natural setting or in a transplanted location.

VOCABULARY (Design)

Composition of architectural elements which are assembled together on a house.

WINDOW AND DOOR TRIM

Board or molding installed around the perimeter of a window or a door to conceal the joints.

WINDOW SASH

The framework of a window that holds the glass.

THIS
PAGE
INTENTIONALLY
LEFT
BLANK

APPENDIX C - NEIGHBORHOOD ADDENDA

Neighborhood Addendum for each neighborhood, showing special requirements for each, are included following this page. This Appendix will be updated as new neighborhoods are developed within the Community. If this copy of the Design Standards does not have an Addendum for a particular neighborhood, please contact the office of the HOA at Stonehouse to obtain a copy. The requirements in the Addendum are a part of these Design Standards and are enforced as such.

List of Addenda

Bent Tree
Hillcrest
Hollow Oak
Laurel Ridge
Leatherleaf
Lisburn
Orchard Hill - Phase I
The Overlook at Orchard Hill - Phase I
Orchard Hill Phase II and Overlook Phase II
Richardson's Mill – Sections 1 and 2
Summerfield
Walnut Creek

THIS
PAGE
INTENTIONALLY
LEFT
BLANK

STONEHOUSE NEIGHBORHOOD ADDENDUM

BENT TREE

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage)..... 2,400 s.f.
- 1.2 Maximum Finished Floor Area (excludes finished bonus room over garage)..... 4,500 s.f.
Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgment as to acceptable maximum house size.
- 1.3 Maximum Finished Bonus Room..... 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.3)
House, incl. Porches	35 Ft	10 Ft (see 2.1)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.4)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

- 2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys may encroach up to five (5) feet. A covered porch may encroach up to five (5) feet. See recorded plat for each lot.
- 2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.
- 2.3 Minimum rear setback from the golf course is 50 feet unless otherwise noted. Exceptions to this may be granted only upon written permission from the Traditions at Stonehouse (golf course) and will be limited to a minimum of 35 feet.
- 2.4 Driveway setback may be reduced to five (5) feet with landscape screening.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

- 3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Permitted siding and trim materials include brick, stone, natural wood and exterior composite board. Trim may also be solid PVC board. Vinyl and/or aluminum siding and trim are not permitted.

4.2 Four-member cornice is minimum, five-member encouraged.

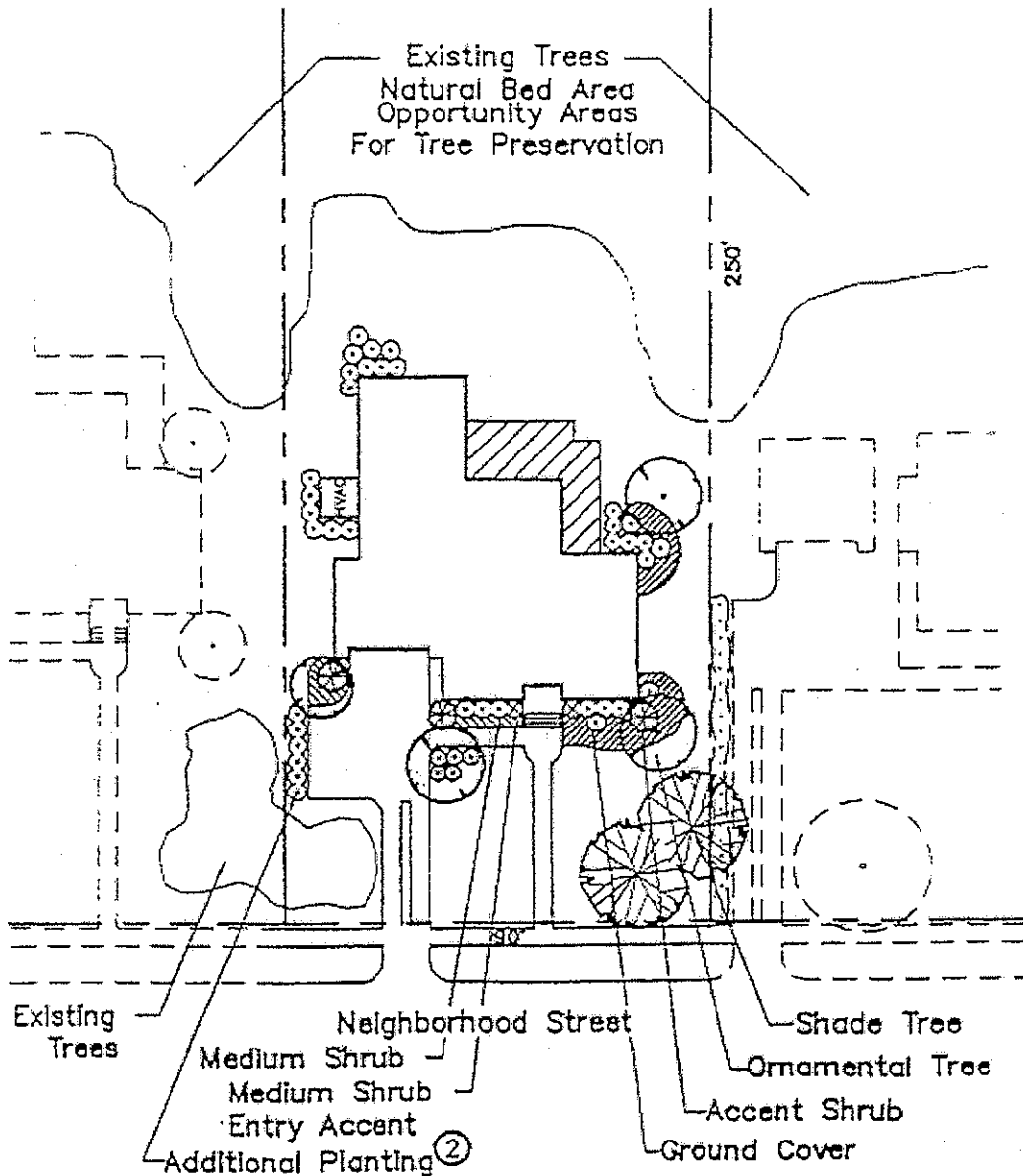
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 BENT TREE

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4— (5 for corner lot planted on streetside)
Accent Shrub	3
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



HILLCREST

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 2,000 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR
House, incl. Porches	35 Ft	10 Ft (see 2.1)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.3)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys may encroach up to five (5) feet. A covered porch may encroach up to five (5) feet see recorded plat for each lot.

2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.

2.3 Driveway setback may be reduced to five (5) feet with landscape screening.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Permitted siding and trim materials include brick, stone, natural wood and exterior composite board.. Trim may also be solid PVC board. Vinyl and/or aluminum siding and trim are not permitted.

4.2 Four-member cornice is minimum, five-member is encouraged.

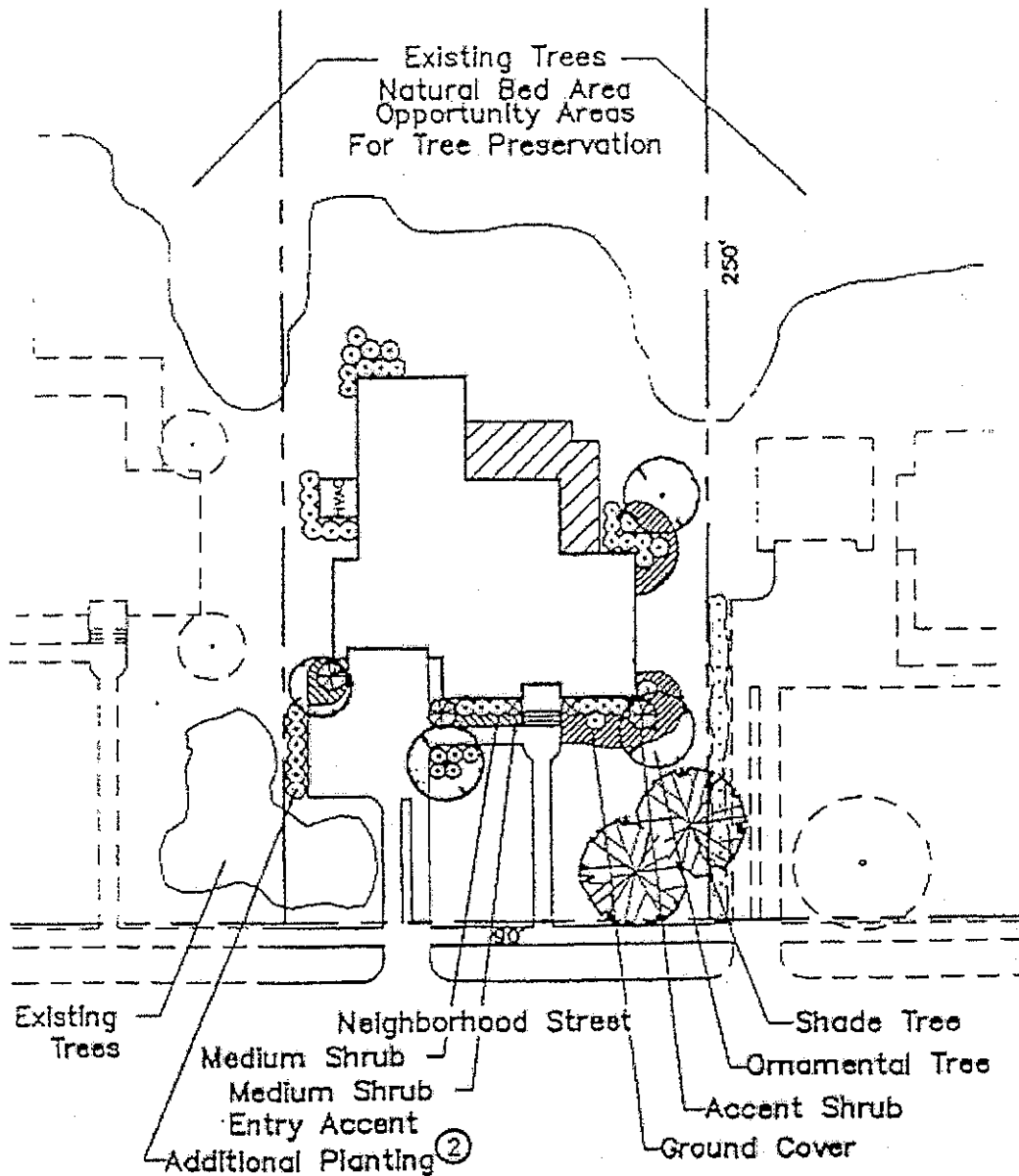
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 HILLCREST

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4-- (5 for corner lot planted)
Accent Shrub	3
Medium Shrub	34 on streetside)
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



STONEHOUSE NEIGHBORHOOD ADDENDUM

HOLLOW OAK

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage) 2,000 s.f.

1.2 Maximum Finished Floor Area (excludes finished bonus room over garage)..... 3,500 s.f.

Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgment as to acceptable maximum house size.

1.3 Maximum Finished Bonus Room..... 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.3)
House, incl. Porches	35 Ft	10 Ft (see 2.1)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.4)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys may encroach up to five (5) feet. A covered porch may encroach up to five (5) feet.

2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.

2.3 Minimum rear setback from the golf course is 50 feet unless otherwise noted.

2.4 Driveway setback may be reduced to five (5) feet with landscape screening.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Four-member cornice is minimum.

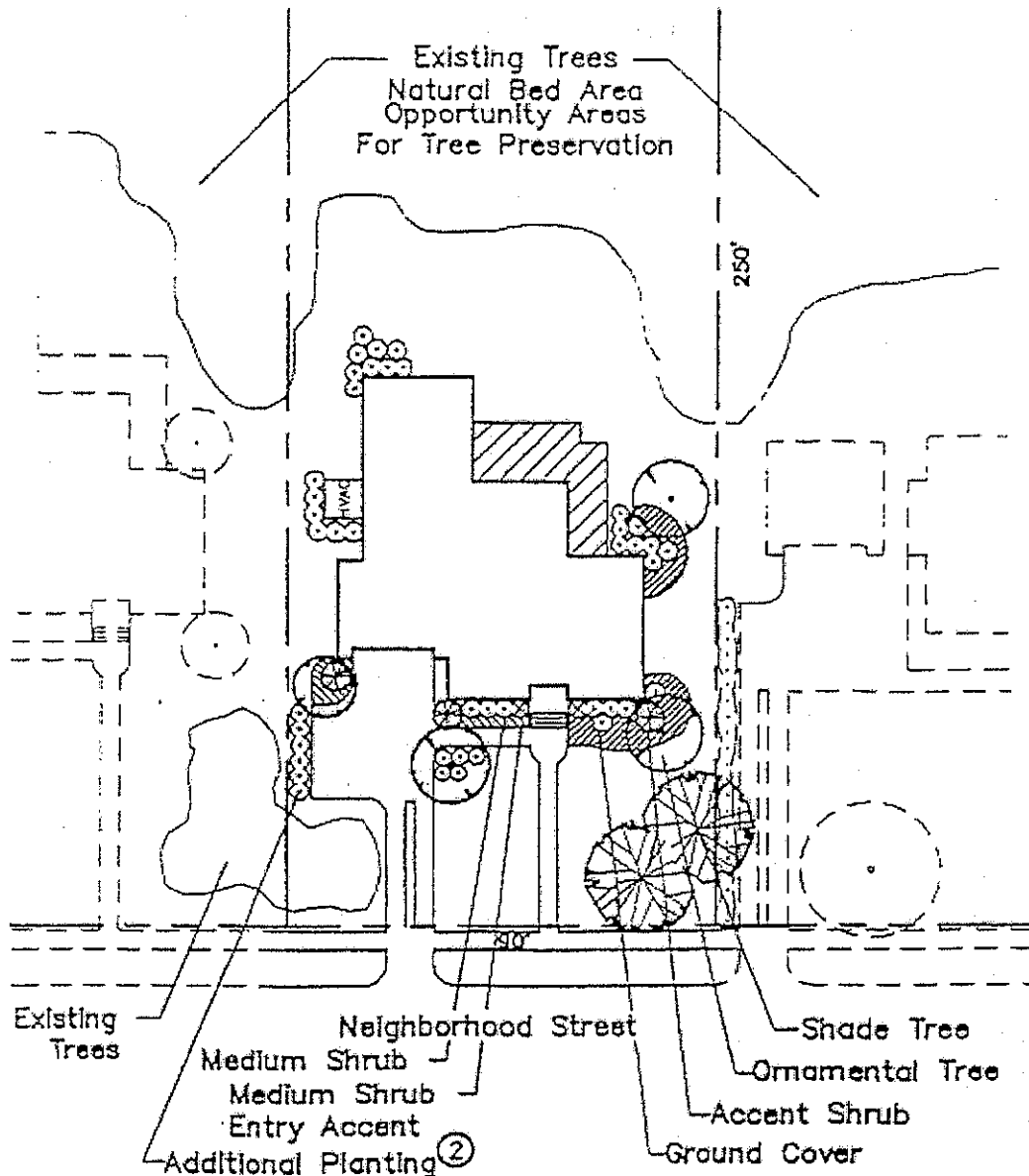
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 HOLLOW OAK

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4- (5 for corner lot planted on streetside)
Accent Shrub	3
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



STONEHOUSE NEIGHBORHOOD ADDENDUM

LAUREL RIDGE

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 1,700 s.f.
- 1.2 Maximum Finished Floor Area (excludes finished bonus room over garage). 3,000 s.f.
Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgment as to acceptable maximum house size.
- 1.3 Maximum Finished Bonus Room..... 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE (See 2.1)	CORNER SIDE	REAR (see 2.3)
House, incl. Porches	30 Ft	5 Ft	15 Ft	35 Ft
Detached Garage	45 Ft	5 Ft	15 Ft	15 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	5 Ft
Driveway	n/a	5 Ft (see 2.4)	no	25 Ft
Accessory Building	30 Ft	10 Ft (see 2.5)	no	15 Ft

- 2.1 Cumulative total setback of both side interior side yards shall be 20 feet. Chimneys may encroach three (3) feet.
- 2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.
- 2.3 Minimum rear setback from the golf course is 50 feet unless otherwise noted.
- 2.4 Driveway setback may be reduced to three (3) feet with landscape screening.
- 2.5 Accessory structures placed in the rear yard may be placed up to five (5) feet min. from an interior side property line.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

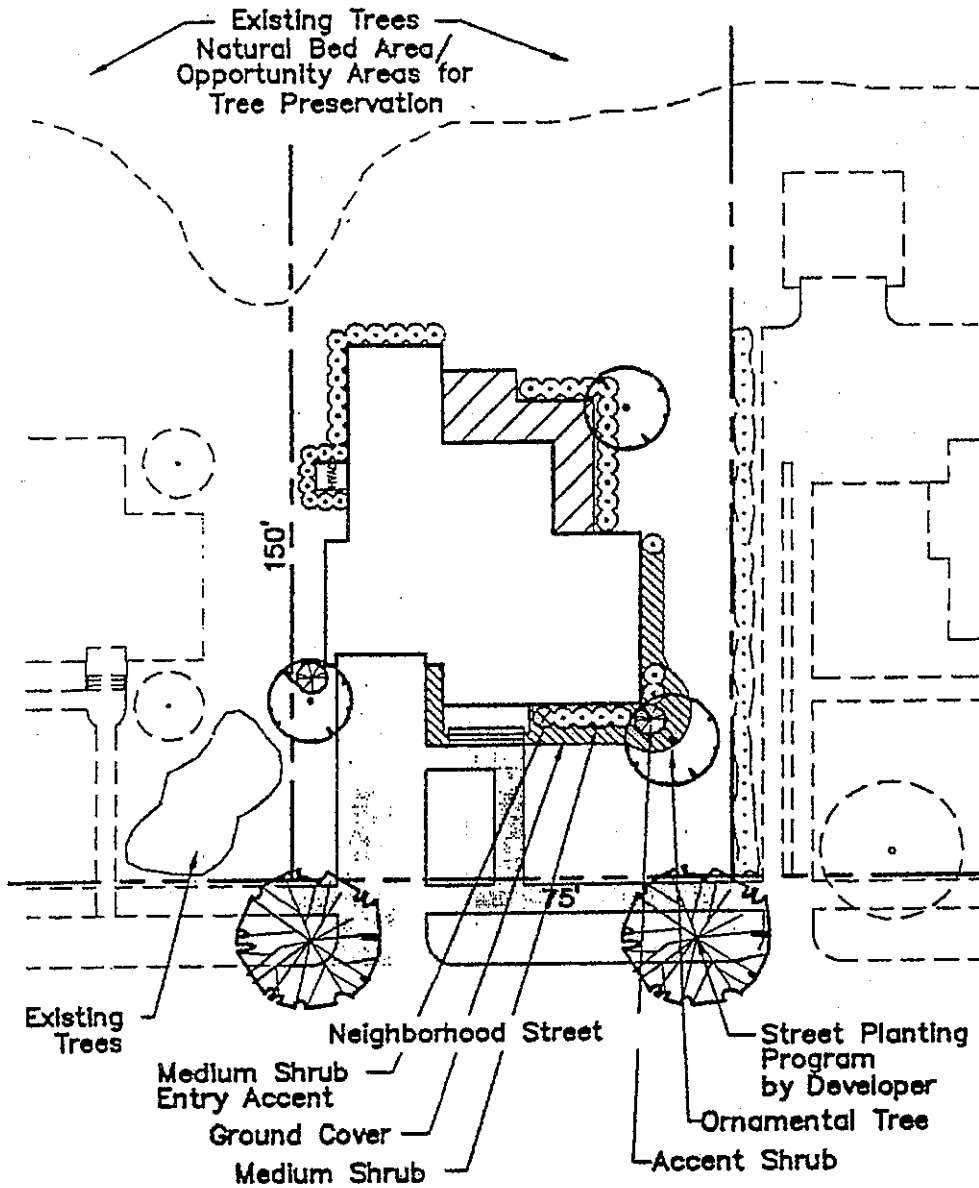
- 3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

- 4.1 Three-member cornice is minimum required

STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 LAUREL RIDGE

<u>Minimum Planting Requirements</u>	
<u>Item</u>	<u>Quantity</u>
Ornamental Tree	3 (4 for corner lot planted on streetside.)
Accent Shrub	2
Medium Shrub	31
Dwarf Shrub/ Ground Cover	30



STONEHOUSE NEIGHBORHOOD ADDENDUM

LEATHERLEAF

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage) 2,000 s.f.
- 1.2 Maximum Finished Floor Area (excludes finished bonus room over garage)..... 3,600 s.f.
Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgment as to acceptable maximum house size.
- 1.3 Maximum Finished Bonus Room..... 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE (see 2.1)	CORNER SIDE	REAR (see 2.3)
House, incl. Porches	35 Ft	10 Ft	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.4)	no	25 Ft
Accessory Building	35 Ft	10 Ft	no	25 Ft

- 2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys may encroach up to five (5) feet. A covered porch may encroach up to five (5) feet.
- 2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.
- 2.3 Minimum rear setback from the golf course is 50 feet unless otherwise noted.
- 2.4 Driveway setback may be reduced to five (5) feet with landscape screening.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

- 3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

- 4.1 Four-member cornice is minimum required.

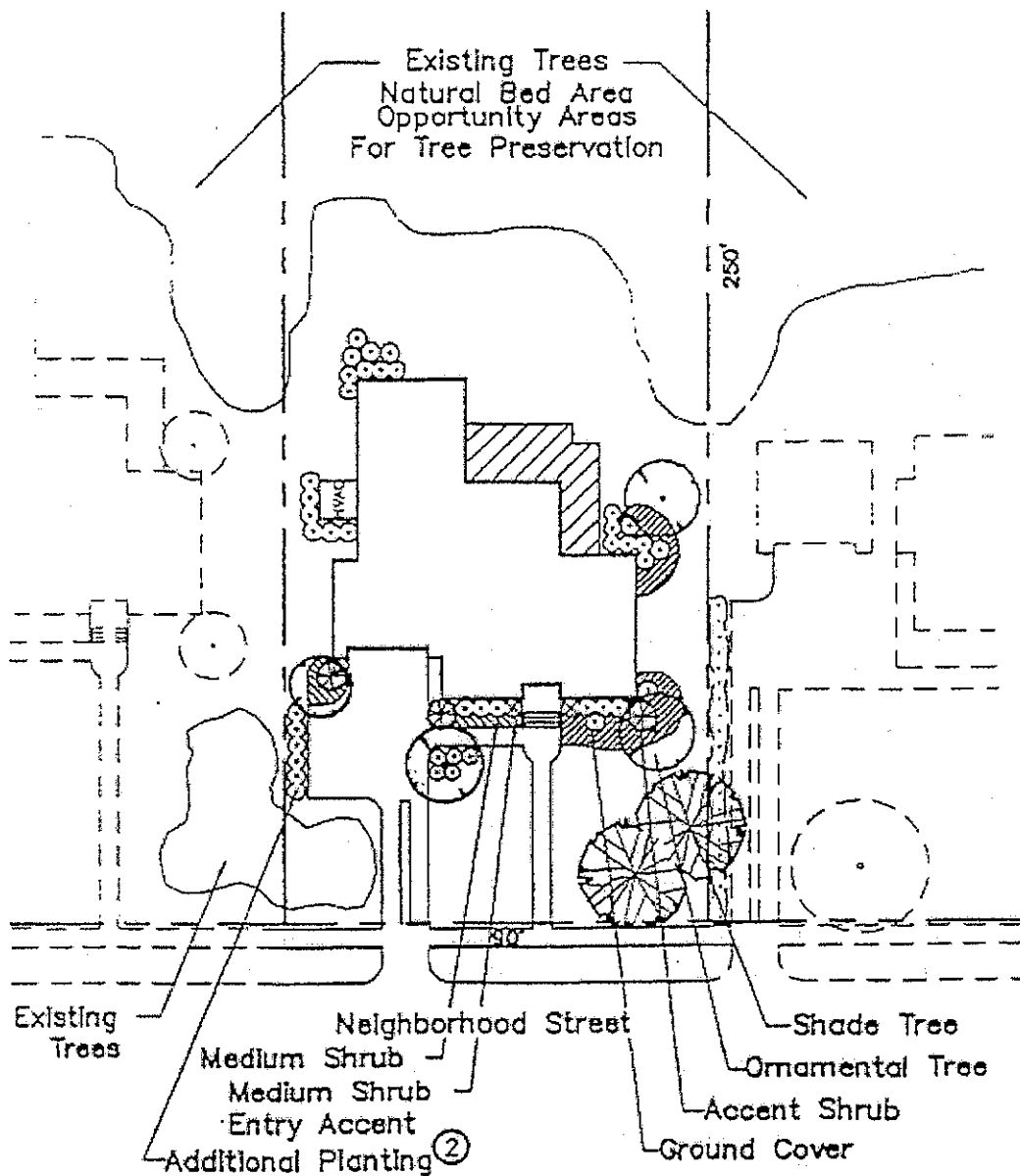
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 LEATHERLEAF

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4— (5 for corner lot planted on streetside)
Accent Shrub	3
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



STONEHOUSE NEIGHBORHOOD ADDENDUM

LISBURN

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage) 1,700 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE (see 2.1)	CORNER SIDE	REAR
House, incl. Porches	30 Ft	5 Ft	15 Ft	25 Ft
Detached Garage	45 Ft	5 Ft	15 Ft	25 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.2)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

2.1 Cumulative total setback of both side interior side yards shall be 15 feet. Chimneys and covered porches may encroach up to five (5) feet, but may not be closer than five (5) feet to any side property line.

2.2 Driveway setback may be reduced to three (3) feet with evergreen landscape screening.

2.3 ORIENTATION TO THE ROAD: In general, houses shall face the road. Houses in cul-de-sacs shall generally face the center of the cul-de-sac. Where site conditions make this inappropriate, and for flag lots, the ERC will approve alternative site orientation.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 FRONT YARDS: Minimum requirement will be grass installed from the curb to the house front and to both side property lines, exclusive of approved foundation and other landscape planting beds and pavements. The grass may be either seed or sod.

3.2 SIDE AND REAR YARDS: All cleared yard areas not otherwise landscaped in accordance with an approved landscape plan, shall be seeded. Wooded areas and steep grades may be left in a natural state.

3.3 RELATIONSHIP TO OTHER HOUSES: Where lot configurations create conditions that would create direct views from house fronts into living areas of adjoining properties, the ERC reserves the right to require landscape screening of this view in addition to minimum landscape requirements.

STONEHOUSE NEIGHBORHOOD ADDENDUM

LISBURN

- 3.4 **MINIMUM LANDSCAPE PACKAGE:** The minimum landscape package (plant sizes per Appendix D) shall include the following:
- a) ORNAMENTAL TREE - 3 required, 4 required for corner lot planted on front and side street
 - b) ACCENT SHRUB - 2 required
 - c) MEDIUM SHRUBS - 31 required
 - d) DWARF SHRUB/GROUNDCOVER - 30 required
 - e) In all cases, it is the intent to provide landscaping special to site conditions and housing style, and layout that complements the home from the street. To that end, variety of landscaping from house to house is desirable. These requirements should be met utilizing several different varieties and species of plant material from lot to lot.
- 3.5 **GARAGES:** Attached garages shall meet the requirements in the general Design Standards. In Lisburn, the following garage types are permitted on all lots:
- a) Rear-entry garages
 - b) Side-entry garages, two-car or three-car garages permitted
 - c) Front-entry garages only when set back a minimum of five (5) feet from the main body of the house
as determined by the main house roof, single 16 feet wide door permitted, (2) 8 feet wide doors encouraged
- 3.6 **FRONT FAÇADES:** Front façades shall be accented with brick or stone on approximately 50% of all houses in area "A" (see Lisburn Neighborhood plat at the end of this Addendum). Approximately 33% (or a minimum of 20) of the homes in area B shall be accented with brick or stone. The balance of the front façade may be any siding material permitted under the general Design Standards. Three member cornice is minimum, four member encouraged.
- 3.7 **SIDE AND REAR FAÇADES:** Side and rear façades may be faced with any of the above materials used on the front façade. On houses with brick or stone front façades, the side and rear façades may be faced with any approved lap siding including vinyl (minimum vinyl thickness of .044 In).
- 3.8 **STEPPED DOWN SIDING:** For houses with walkout basements only, the siding shall not step down below the first floor level over the length of that façade unless a substantial shrub (30 inch evergreen at installation) is planted at each step down. At the rear façade, siding may continue to the first floor level of a walkout basement only if the rear façade is visually broken by a first floor deck.
- 3.9 **EXTERIOR TRIM:**
- a) **CORNICES AND EAVES:** All façades shall have a minimum 4-member cornice and eave consisting of frieze board, soffit, fascia, and ogee gutter. Vented vinyl soffits are permitted on façades when vinyl siding is used. All other soffits shall be flat solid material. Upgraded cornices, including 5 or 6 members utilizing crown molding and dentils, or Modillion blocks are encouraged. A minimum five-member cornice is required on front elevations of homes over 3200 s.f.
 - b) **RAKES:** All gable ends shall have a minimum 6 inch nominal flat rake board. Projected box rakes containing compatible elements to the main cornice and eaves are required on front facing gables.
 - c) **CORNER BOARDS:** All lap-sided façades shall utilize a nominal 4 inches or wider flat corner board, nominal 6 inches is encouraged.

STONEHOUSE NEIGHBORHOOD ADDENDUM

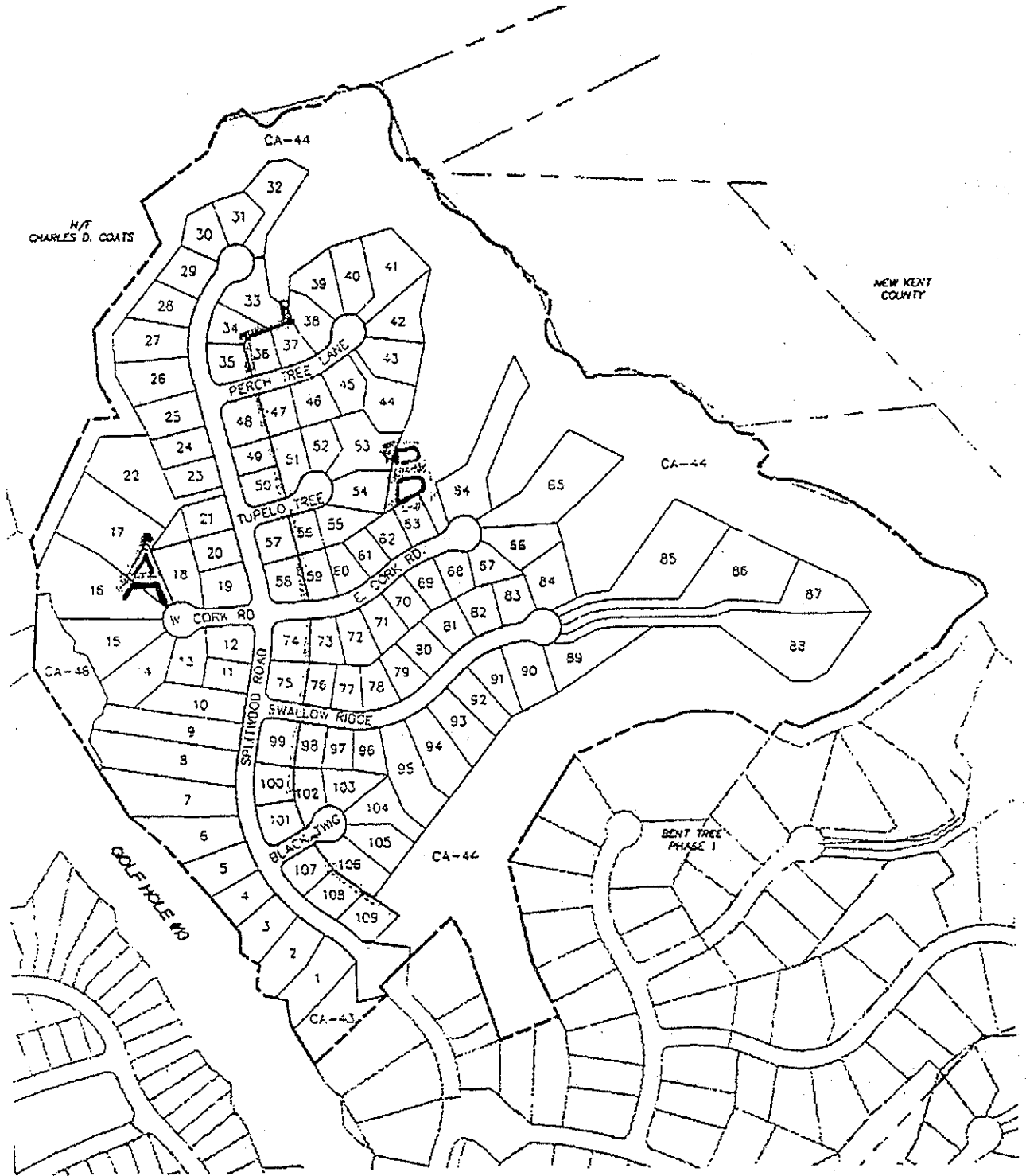
LISBURN

- 3.10 ROOFS AND ROOF ACCESSORIES: Roofs and roof accessories shall meet the general Design Standards and the following:
- a) Dimensional asphalt shingles shall be in the deep brown to grey ranges. Weathered wood and slate blend colors are preferred.
 - b) Roof dormers on any roof including front roofs may utilize siding on the face of the dormer.
 - c) Minimum roof pitch, visible at rake or hip, on main roof shall be 8 in 12, however, on one-story houses, roof portions with gable ends facing the street shall be minimum of 9 in 12. Secondary roofs shall generally not have a slope of less than 3 in 12. Lower slopes for porch roofs will be considered on a case-by-case basis depending on the architectural merits of the design.
- 3.11 CHIMNEYS: When chimneys are used, masonry chimneys are required on all front façades. In area "A", masonry is required on all side façades visible from the main street (Splitwood Road), and sided chimneys are permitted in other non-visible locations. In area "B", sided chimneys are permitted on all side and rear façades. All chimneys shall have foundations of materials that match the house foundation.
- 3.12 PORCHES AND DECKS:
- a) FRONT PORCH CONSTRUCTION: All front-entry porches shall meet the general Design Standards and the following: All columns supporting roofs shall be tapered round columns or square box columns of a size appropriate to the character of the house.
 - b) REAR DECK CONSTRUCTION: Rear decks or patios are not required. When provided, decks shall be constructed of pressure treated wood, naturally decay-resistant wood or approved manufactured composite material. Decks shall be supported on minimum 6x6 wood posts. The space beneath all decks higher than two (2) feet above grade but less than one story above grade shall be enclosed with latticework or other approved screening material.
 - c) DECK FINISH: Decks constructed at or below the first-floor level of a house may be constructed entirely of unfinished treated lumber. Handrails must be painted to match the trim color of the house. Prefinished vinyl or PVC railings are permitted consistent with the trim color of the house. Decks or balconies constructed above the first-floor level shall be finished to match the house except for deck flooring which may be unfinished. Deck flooring may be unfinished treated lumber or approved synthetic decking boards.

4.0 DESIGN PRE-APPROVAL:

- 4.1 Any house model that is approved by the ERC for construction on any lot in Lisburn, and that meets the Design Standards contained herein, shall be considered approved for any other lot in Lisburn subject to Section 2.5.1, Proximity of Similar Houses. The ERC will review the appropriateness of siting for a specific house elevation in accordance with the provisions of Section 2.5.3, Setbacks in the general Design Standards, and shall review proposed color selections, and landscaping.

STONEHOUSE NEIGHBORHOOD ADDENDUM
LISBURN DESIGN GUIDELINE LOT EXHIBIT



ORCHARD HILL - PHASE 1

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage)..... 1,800 s.f.
- 1.2 Maximum Finished Floor Area (excludes finished bonus room over garage). 2,800 s.f.
- 1.3 Maximum Finished Bonus Room..... 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE (see 2.1)	CORNER SIDE	REAR
House, incl. Porches	20 Ft (see 2.2)	5 Ft	5 Ft	5 Ft
Garage	set behind main dwelling plane	5 Ft	5 Ft	5 Ft
Raised Deck or Patio	no	5 Ft	5 Ft	10 Ft
Ground Level Deck / Patio	no	5 Ft	5 Ft	5 Ft
Driveway (see 2.3)	n/a	5 Ft (see 2.3b)	n/a	3 Ft
Accessory Building	no	no	no	5 Ft

2.1 Cumulative total setback of both interior side yards shall be 20 feet. Chimneys may encroach up to two (2) feet.

2.2 Front porch may encroach five (5) feet on front setback.

2.3 DRIVEWAYS:

- a) Driveways shall be concrete. Measured from the back of the curb and extending through the sidewalk area, the driveway shall be 8 feet wide. Starting from the inside edge of the sidewalk, the driveway shall be constructed of two individual concrete strips, each 30 inch wide, with a grass strip of three (3) feet separating the concrete strips. In front of the garage, the driveway pad may be solid concrete as wide as the garage face, and may extend up to 20 feet forward of the garage door (toward the street).
- b) Driveway setback may be reduced by two (2) feet with landscape screening.
- c) Driveways on corner lots must enter from side street.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Three-member cornice is minimum.

4.2 Privacy fencing, as defined in Paragraph 2.11.4, may be permitted to be located up to side or rear property lines to protect privacy between homes. Locations will be reviewed on a case-by-case basis.

STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 ORCHARD HILL PHASE 1

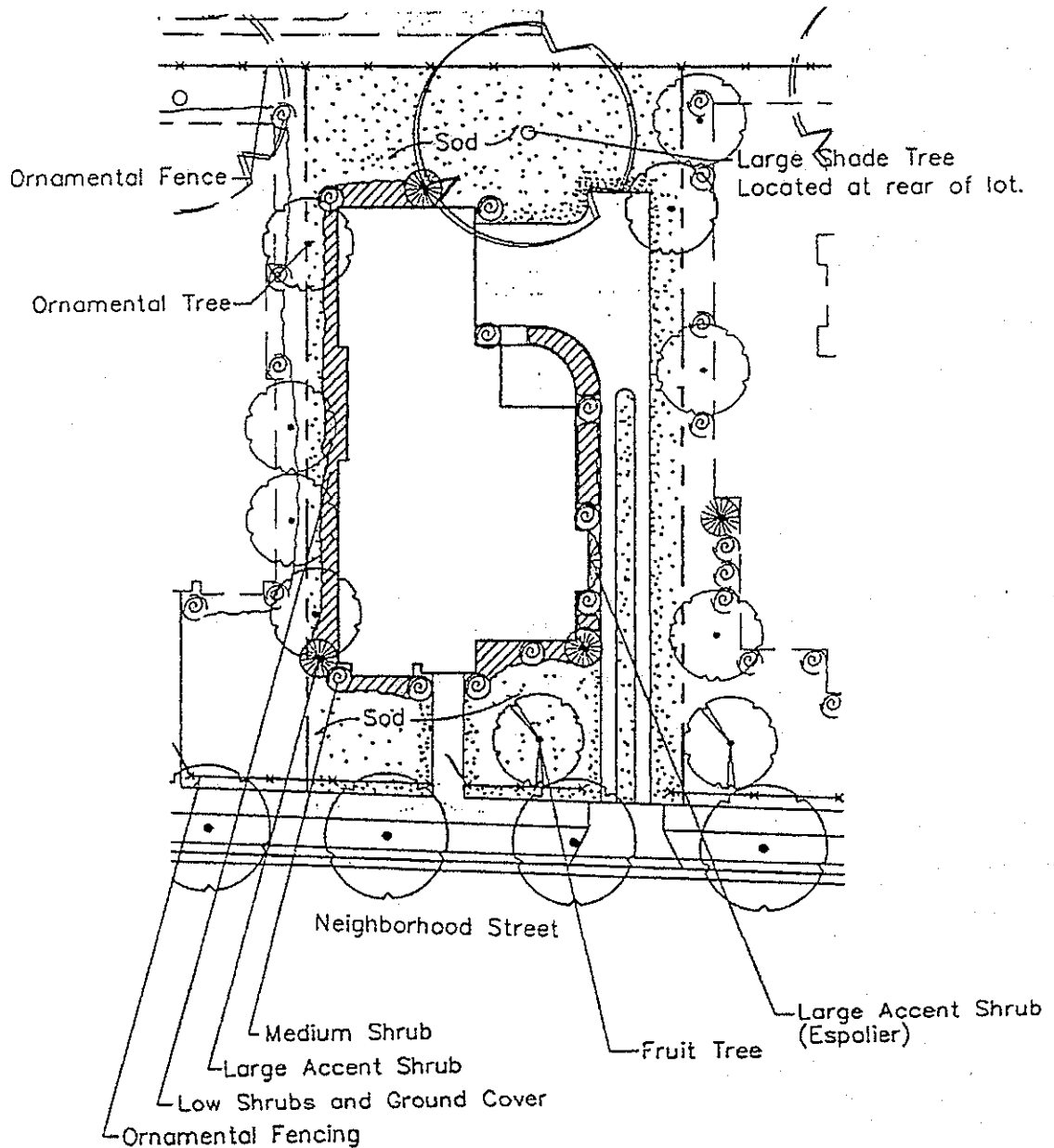
Minimum Planting Requirements	
Item	Quantity
Shade Tree	1
Fruit Tree	1
Ornamental Tree	3
Lg. Accent Shrub	3
Medium Shrub	10
Dwarf Shrub/ Ground Cover	9
	50

Notes:

1.) For installed sizes see section 6.3.1 Stonehouse Design Criteria Standards and Guidelines.

2.) Approved fruit tree varieties:
 Choose hardy and compact varieties from the genus Prunus and Malus.

- | | |
|---------|------------|
| Prunus: | Malus: |
| -cherry | -apple |
| -plum | -crobapple |



THE OVERLOOK AT ORCHARD HILL - PHASE 1

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE PER DUPLEX UNIT

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage)..... 2,200 s.f.
- 1.2 Maximum Finished Floor Area (excludes finished bonus room over garage)..... 3,350 s.f.
- 1.3 Maximum Finished Bonus Room. 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.4)
House, incl. Porches	35 Ft	n/a	15 Ft	35 Ft
Detached Garage	60 Ft	no	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.3)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

- 2.1 All driveways shall be broom finish concrete.
- 2.2 Shared Driveways: Maintenance of any shared driveway will be the responsibility of each Owner as stipulated by the Supplemental Declaration for The Overlook at Orchard Hill.
- 2.3 Driveway setback may be reduced to five (5) feet with landscape screening.
- 2.4 Minimum rear setback from the golf course is 50 feet unless otherwise noted.
- 3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.
 - 3.1 A landscaping plan for new homes must be submitted to the ERC for review and approval. The plan shall indicate quantities, varieties and minimum size containers in accordance with Appendix D.
- 4. MODIFIED ARCHITECTURAL REQUIREMENTS
 - 4.1 Three-member cornice is minimum.

THIS
PAGE
INTENTIONALLY
LEFT
BLANK

ORCHARD HILL - PHASE 2 OVERLOOK - PHASE 2

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage) Orchard Hill, Phase 2 1,800 s.f.
- 1.2 Minimum Finished Floor Area (excludes finished bonus room over garage) Overlook, Phase 2 2,200 s.f.
- 1.3 Maximum Finished Bonus Room. 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.6)
House, incl. Porches	25 Ft	5 Ft (see 2.1)	15 Ft	25 Ft
Front Load*, Side Load or Courtyard Garages	set 5 Ft behind main dwelling plane	5 Ft	15 Ft	15 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	15 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	5 Ft (see 2.3)	no	5 Ft
Accessory Building	no	5 Ft	no	55 Ft

- 2.1 Cumulative total setback of both side interior side yards shall be 20 feet. Chimneys may encroach up to three (3) feet.
 - 2.2 Front porch may encroach five (5) feet on front setback. Front porches or enlarged covered front stoops are encouraged.
 - 2.3 Driveway setback may be reduced to three (3) feet with landscape screening. Driveway shall be concrete.
 - 2.4 Driveways on corner lots must enter from side street.
 - 2.5 Golf course setback is noted on the plat for each lot on the golf course and varies by lot. Review your lot to determine the applicable rear setback on these lots.
3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.
- 3.1 Landscaping for new homes must include the minimum number of shrubs and trees as specified below. HVAC equipment will be screened with fencing or evergreen landscaping on front- and side-facing elevations. See Appendix D for minimum plant sizes.

STONEHOUSE NEIGHBORHOOD ADDENDUM

ORCHARD HILL PHASE II
OVERLOOK PHASE II

3.2 Planting Requirements: Front and side yards

- 3 ornamental trees (does not include developer installed street trees), or 2 ornamental trees and 1 shade tree
- 3 large accent shrubs
- 10 medium shrubs
- 9 dwarf shrubs
- 30 groundcover

Rear yard

- 1 shade tree
- 10 medium shrubs near/along rear property line
- 7 medium shrubs along deck/terrace and/or rear foundation

Other required improvements:

- Completion of four 4 Feet wide sidewalk across lot frontage and along side street, if applicable. On side loading garages and setback front-load garages, a sidewalk from the front door shall be provided to the sidewalk along the street.
- Installation of picket fence across lot frontage and along side street, if applicable. Picket fence to be consistent with picket fencing in place in Orchard Hill, Phase 1 in design, material, and height. A gate shall be provided at the front walk.
- Installation of a light post and light in the front yard similar in style and location to those in Orchard Hill, Phase 1.

4. MODIFIED ARCHITECTURAL REQUIREMENTS:

- 4.1 A minimum 3-member cornice is required on each house.
- 4.2 Roof pitches, visible at a rake or hip of a main roof, will be a minimum of 8 vertical/12 horizontal. All roofs will be covered with 25 year architectural dimensional shingles (at a minimum).
- 4.3 Slab or crawl space foundations are permitted. Brick or stone veneer foundations on all sides of the home are required. Decks will have latticework screening below the band board. Band board and hand railing will be painted or stained to match the trim on the home. PVC handrails may be used in lieu of treated wood.

RICHARDSON'S MILL SECTIONS 1 AND 2

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 2,400 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR
House, incl. Porches	35 Ft	10 Ft (see 2.1)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.3)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

2.1 Cumulative total setback of both side interior side yards shall be 25'. Chimneys may encroach up to 5'. A covered porch may encroach up to 5'. See recorded plat for each lot.

2.2 Attached front-entry garages must be set back a minimum of 5' from the front plane of the house, as determined by the ERC.

2.3 Driveway setback may be reduced to 5' with landscape screening.

3. MINIMUM LANDSCAPE REQUIREMENTS

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Permitted siding materials include brick, stone, natural wood and exterior composite board. Trim may also be solid PVC board. Vinyl and/or aluminum siding and trim are not permitted.

4.2 Four-member cornice is minimum, five-member encouraged.

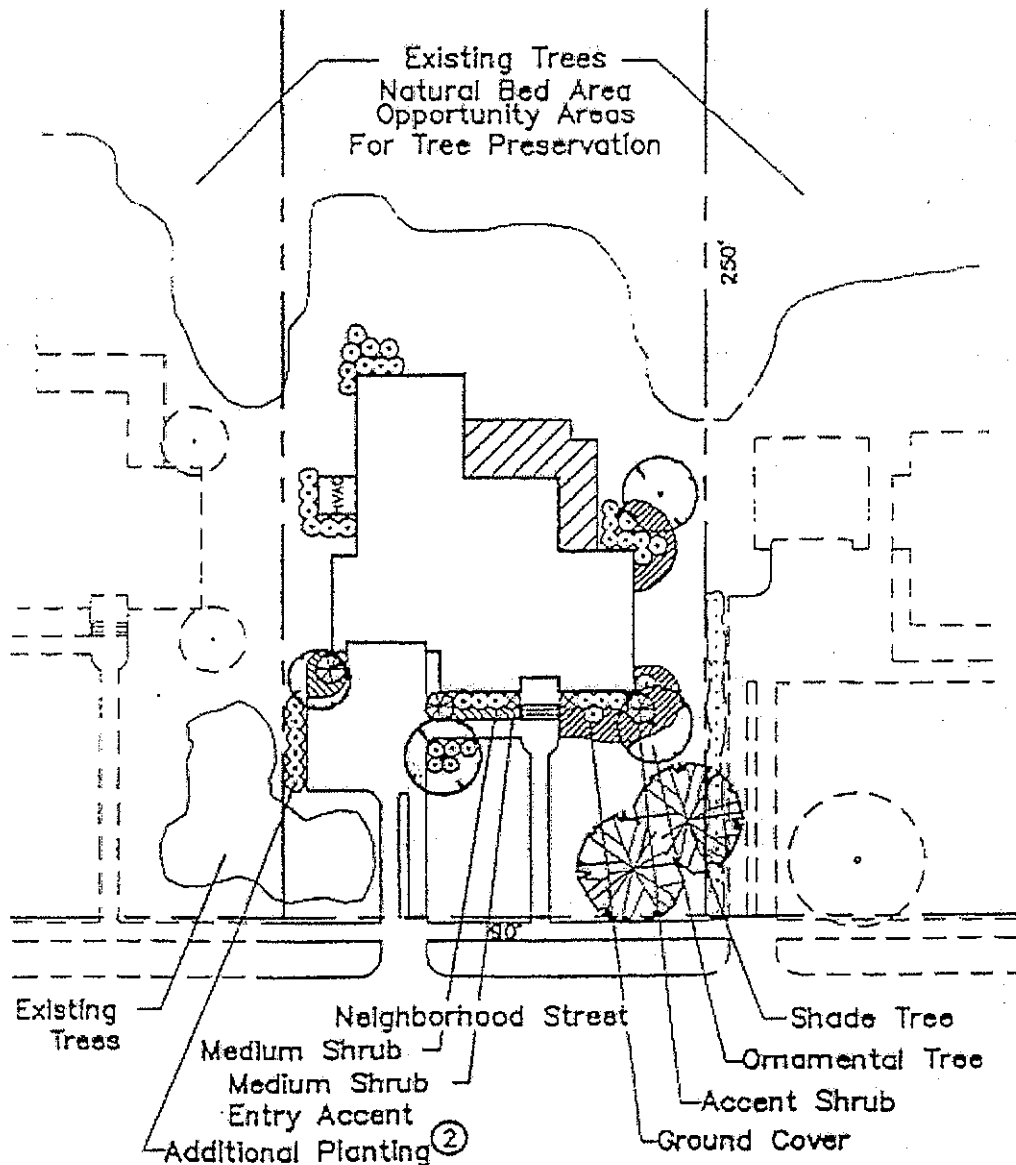
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 RICHARDSON'S MILL – SECTIONS 1 AND 2

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4—(5 for corner lot planted)
Accent Shrub	3
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



STONEHOUSE NEIGHBORHOOD ADDENDUM

SUMMERFIELD

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage)..... 2,000 s.f.

1.2 Maximum Finished Floor Area (excludes finished bonus room over garage)..... 3,600 s.f.

Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgment as to acceptable maximum house size.

1.3 Maximum Finished Bonus Room 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.3)
House, incl. Porches	35 Ft (see 2.2)	10 Ft (see 2.1)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.4)	no	25 Ft
Accessory Building	35 Ft	10 Ft	no	25 Ft

2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys and covered porches may encroach up to 5, but may not be closer than five (5) feet to any side property line.

2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.

2.3 Minimum rear setback from the golf course is 50 feet unless otherwise noted. Exceptions to this may be granted only upon written permission from the Traditions at Stonehouse (golf course) and will be limited to a minimum of 35 feet).

2.4 Driveway setback may be reduced to five (5) feet with landscape screening.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Permitted siding and trim materials include brick, stone, natural wood and exterior composite board. Trim may also be solid PVC board. Vinyl and/or aluminum siding and trim are not permitted.

4.2 Four-member cornice is minimum.

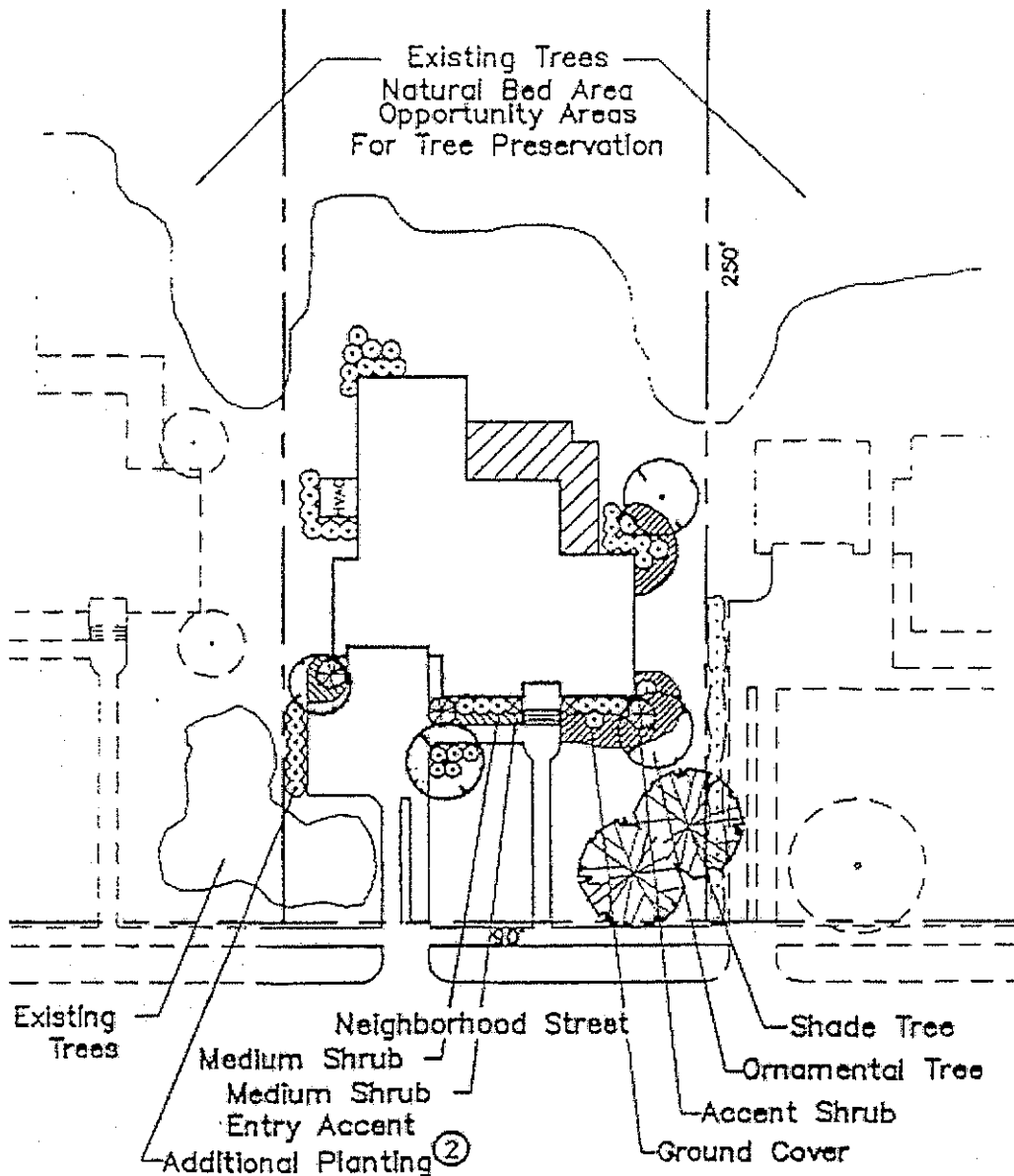
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 SUMMERFIELD

Minimum Planting
 Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4— (5 for corner lot planted)
Accent Shrub	3
Medium Shrub	34 on streetside)
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



WALNUT CREEK

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage) 2,000 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR
House, incl. Porches	35 Ft	10 Ft (see 2.1)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.3)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys may encroach up to five (5) feet. A covered porch may encroach up to five (5) feet. see recorded plat for each lot.

2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.

2.3 Driveway setback may be reduced to five (5) feet with landscape screening.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Permitted siding and trim materials include brick, stone, natural wood and exterior composite board. Trim may also be solid PVC board. Vinyl and/or aluminum siding and trim are not permitted.

4.2 Four-member cornice is minimum, five-member encouraged.

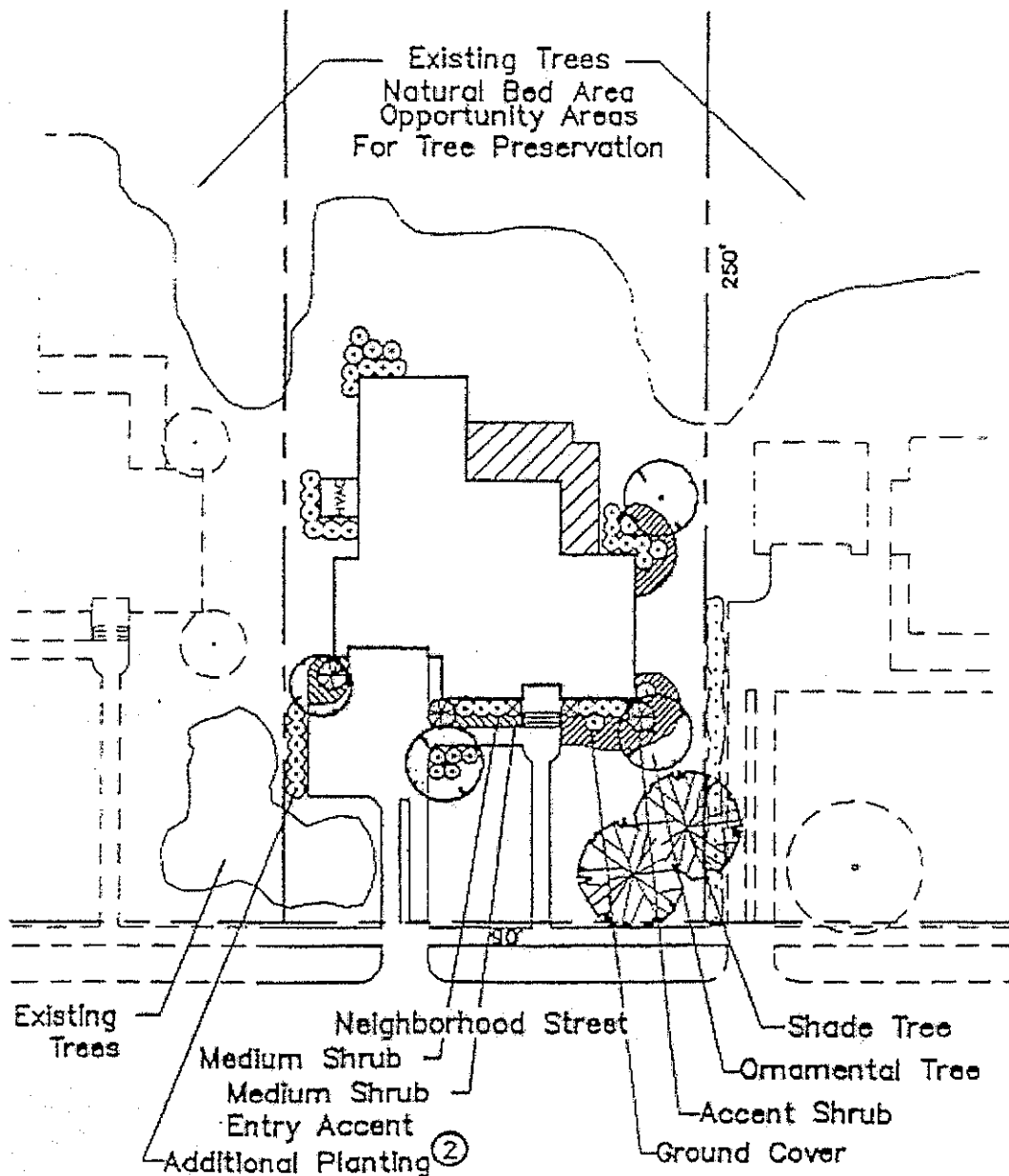
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 WALNUT CREEK

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4- (5 for corner lot planted)
Accent Shrub	3 on streetside)
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



APPENDIX D - MINIMUM PLANT SIZES

Plant Material Type	Minimum Size at Time of Installation
---------------------	--------------------------------------

TREES

Deciduous:	
Shade/Street Trees (Predetermined by Neighborhood)	10 Ft height and 1-1/2 In caliper
Flowering/Ornamental:	
-single-stem	8 Ft height and 1-1/4 In caliper
-multi-stem	8 Ft height and 1-1/4 In caliper

MEDIUM SHRUBS

Deciduous:	24 In height or spread
Evergreen:	18 In height or spread
Accent:	4 Ft height

DWARF SHRUBS

Deciduous/ Evergreen	12 In height or spread
----------------------	------------------------

GROUND COVER

Woody Plants	12 In height or spread
Herbaceous Plants	1 quart minimum

SCREENING *

Evergreen	4 Ft. height
-----------	--------------

* Screening should provide a visual barrier between properties. Plants must be placed at a spacing that will allow for canopy closure and be capable of attaining a mature height of at least 6 feet.

RECOMMENDED LANDSCAPE MATERIALS
SHADE TREES

SPECIES	COMMON NAME	DROUGHT TOLERANT
<i>Acer rubrum</i>	Red maple	X
<i>Fraxinus americana</i>	White Ash	X
<i>Fraxinus pennsylvanica lanceolata</i>	Green Ash seedless variety	X
<i>Fraxinus pennsylvanica Marshall -seedless</i>	Marshall Green Ash	X
<i>Platanus x acerifolia</i>	London Plane	
<i>Quercus alba</i>	White Oak	X
<i>Quercus coccinea</i>	Scarlet Oak	X
<i>Quercus palustris</i>	Pin Oak	X
<i>Quercus phellos</i>	Willow Oak	X
<i>Zelkova serrata</i>	Green Vase Zelkova	X

ORNAMENTALS

SPECIES	COMMON NAME	DROUGHT TOLERANT
<i>Cercis canadensis</i>	Redbud	X
<i>Chionanthus virginicus</i>	White Fringe Tree	
<i>Cornus florida</i> varieties	Flowering Dogwood	X
<i>Cornus kousa</i> varieties	Korean Dogwood	
<i>Lagerstroemia indica</i>	Crape Myrtle	X
<i>Magnolia grandiflora</i> 'little gem'	Little Gem Magnolia	
<i>Magnolia soulangiana</i>	Saucer Magnolia	
<i>Magnolia stellata</i>	Star Magnolia	
<i>Prunus cerasifera pissardi</i>	Purple Leaf Plum	
<i>Prunus serrulata</i> -Kwanzan	Kwanzan Cherry	
<i>Vitex angus-castus</i>	Chaste Tree	
<i>Betula nigra</i>	River Birch	

EVERGREEN TREES

SPECIES	COMMON NAME	DROUGHT TOLERANT
<i>Cupressocyparis leylandii</i>	Leyland Cypress	X
<i>Ilex opaca</i>	American Holly	X
<i>Juniperus virginiana</i>	Eastern Red Cedar	X
<i>Magnolia grandiflora</i>	Southern Magnolia	X
<i>Magnolia virginiana</i>	Sweet Bay Magnolia	
<i>Pinus nigra</i>	Austrian Pine	X
<i>Pinus taeda</i>	Loblolly Pine	X
<i>Tsuga canadensis</i>	Canadian Hemlock	
<i>Tsuga caroliniana</i>	Carolina Hemlock	

ACCENT SHRUBS

SPECIES	COMMON NAME	DROUGHT TOLERANT
<i>Ilex x 'Nellie R. Stevens'</i>	Nellie R. Stevens Holly	X
<i>Ilex x attenuata 'Forsteri'</i>	Foster American Holly	X
<i>Buxus sempervirens</i>	American Boxwood	
<i>Ilex cornuta - Burford</i>	Burford Holly	X
<i>Ilex vomitoria</i>	Yaupon Holly	X
<i>Osmanthus heterophyllus</i>	Osmanthus	
<i>Pieris japonica</i>	Japanese Andromeda	
<i>Viburnum rhytidophyllum</i>	Leatherleaf Viburnum	X
<i>Viburnum tinus</i>	Laurustinus Viburnum	

MEDIUM DECIDUOUS SHRUBS

SPECIES	COMMON NAME	DROUGHT TOLERANT
<i>Azalea calendulaceae</i>	Flame Azalea	
<i>Azalea nudiflorum</i>	Pinxter Bloom	
<i>Berberis thunbergii</i>	Japanese Barberry	X
<i>Calycanthus floridus</i>	Carolina Allspice	
<i>Chaenomeles japonica</i>	Japanese Flowering Quince	X
<i>Clethra alnifolia</i>	Sweet Pepperbush	
<i>Deutzia gracilis</i>	Slender Deutzia	
<i>Forsythia intermedia</i>	Forsythia	
<i>Hydrangea quercifolia</i>	Oakleaf Hydrangea	
<i>Ilex verticillata</i>	Winter Berry	
<i>Spiraea thunbergii</i>	Baby Breath	
<i>Syringa vulgaris</i>	Lilac	
<i>Viburnum carlesi</i>	Fragrant Viburnum	
<i>Weigelia floribunda</i>	Crimson Weigelia	

MEDIUM EVERGREEN SHRUBS

SPECIES	COMMON NAME	DROUGHT TOLERANT
<i>Abelia grandiflora</i>	Glossy Abelia	X
<i>Azalea</i> varieties	Azalea(hardy evergreen)	
<i>Buxus microphylla japonica</i>	Japanese Boxwood	X
<i>Ilex cornuta</i> 'Burfordii nana'	Dwarf Burford Holly	X
<i>Ilex crenata</i>	Japanese Holly	
<i>Ilex glabra</i>	Inkberry Holly	
<i>Ilex vomitoria nana</i>	Dwarf Yaupon Holly	X
<i>Juniperus</i>	Junipers	X
<i>Kalmia latifolia</i>	Mountain laurel	
<i>Myrica cerifera</i>	Wax Myrtle	X
<i>Nandina domestica</i>	Nandina	X
<i>Pyracantha coccinea</i>	Scarlet Firethorn	X

DWARF SHRUBS

SPECIES	COMMON NAME	DROUGHT TOLERANT
Azalea dwarf	Dwarf Azalea	
Juniperus chinensis - Plumosa Compacta	Compact Andorra Juniper	X
Nandina 'Harbor dwarf'	Dwarf Nandina	X

GROUND COVERS

SPECIES	COMMON NAME	DROUGHT TOLERANT
Contoneaster salicifolius - lowfast	Willowleaf Contoneaster	X
Juniperus conferta	Shore Juniper	X
Juniperus horizontalis	Creeping Juniper	X
Liriope muscarii	Lilyturf	X
Liriope spicata	Creeping Lilyturf	X
Pachysandra terminalis	Pachysandra	
Vinca minor	Periwinkle	

SCREENING

SPECIES	COMMON NAME	DROUGHT TOLERANT
Aucuba japonica	Japanese Aucuba	
Camellia japonica	Japanese Camelia	
Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	X
Ilex crenata 'Steeds'	Steeds Holly	X
Ligustrum lucidum	Wax Leaf Ligustrum	X
Myrica cerifera	Wax Myrtle	X
Thuja occidentalis 'Emerald'	Emerald Green Arboritae	
Viburnum rhtidophyllum	Leatherleaf Viburnum	X

PLANT MATERIAL INSTALLATION SPECIFICATIONS

1) Trees, Shrubs and Groundcover

Preparation

- Excavation of circular plant pits with vertical sides. Planting pits should be at least 1 and ½ times greater than the diameter of the root ball of shrubs and twice the diameter of trees. Depth of pit shall be no greater than the root ball depth.
- Backfill with existing soil amended as necessary to provide a pH of 6 to 7 unless the existing soil is totally unsuitable. Provide a slow release plant fertilizer for each applied as per manufacturer's directions on label at time of planting.

Installation

- Set plant material in the planting pit to proper grade and alignment. If ball and burlap (B&B) material is used, remove all wire and fabric from the top 1/3 of the root ball prior to planting. No wrapping material is to show above grade after planting. Set plants upright, plumb and faced to give best appearance or relationship to each other or to adjacent structure. Set plant material no lower than the finish grade or two to three inches above finished grade. No filling shall be permitted around trunks or stems. Back fill the pit with existing soil or approved topsoil. Do not use frozen mixtures for backfilling. Form a ring of soil around the edge of each tree planting pit to retain water.
- After plants are set and backfilled, water in each plant to assure all voids are filled.

Mulching

- Mulch tree and shrub planting pits and shrub beds with required mulching material three to four inches deep immediately after planting. After watering, rake mulch to provide finished surface.
- Mulch ground cover beds with three inch depth of mulch prior to planting ground cover.

Wrapping, Guying, and Staking

- Wrapping should be done only on an as needed basis.
- Staking/guying should only be used when trees are loose or weak stemmed. All stakes and guy wires should be removed after a period of one growing season.

2) Seeded Areas

- Turf-type Tall Fescue is the preferred grass to be sown at a minimum rate of five to six pounds per one thousand square feet.
- Seed is to be covered by light hand raking. Mulch seeded area with straw or other suitable material, so that approximately one half of soil surface is covered. Remove mulch when grass seedlings measure two inches in height.
- Seeded areas should be watered twice daily during the period of establishment.

3) Sodded Areas

- Turf-type Tall Fescue sod is preferred.
- Have a soil test performed to determine the existing pH and treat accordingly.
- Soil preparation to include lime at a rate of 40#/1 000 square feet and 19-26-3 fertilizer at a rate of 2#/1000 square feet. Till soils amendments into underlying soil four to six inches.
- Lay sod within 24 hours of stripping. Do not lay sod if dormant or if ground is frozen.

- Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass. Saturate sod with fine water spray within two hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of one and one half inches below the sod.

THIS
PAGE
INTENTIONALLY
LEFT
BLANK

APPENDIX E - APPLICATION FORMS

SINCE FORMS CHANGE OVER TIME THEY ARE NOT INCLUDED HEREIN

OBTAIN LATEST FORMS FROM ASSOCIATION OFFICES

FORMS GENERALLY IN USE:

- Final Plan Review Application
- Owner and Builder Acknowledgement and Agreement
- Initial Construction Submittal Checklist
- Stake-out Review Application
- Framing Review Application
- Final Compliance for Initial Construction & Major Modifications
- Modification Submittal Checklist
- Modification Application
- Final Compliance Review for Minor Modifications
- Restart Construction Application
- Fee Schedule
- Landscaping Design Worksheets— Bent Tree
Hillcrest
Hollow Oak
Laurel Ridge
Leatherleaf
Lisburn
Orchard Hill Phase I
Orchard Hill Phase II
Richardson Mill
Summerfield
Walnut Creek

THIS
PAGE
INTENTIONALLY
LEFT
BLANK

APPENDIX F - SAMPLE ARCHITECTURAL STYLES AND EXAMPLES

STYLES

Georgian/Adam

Greek Revival

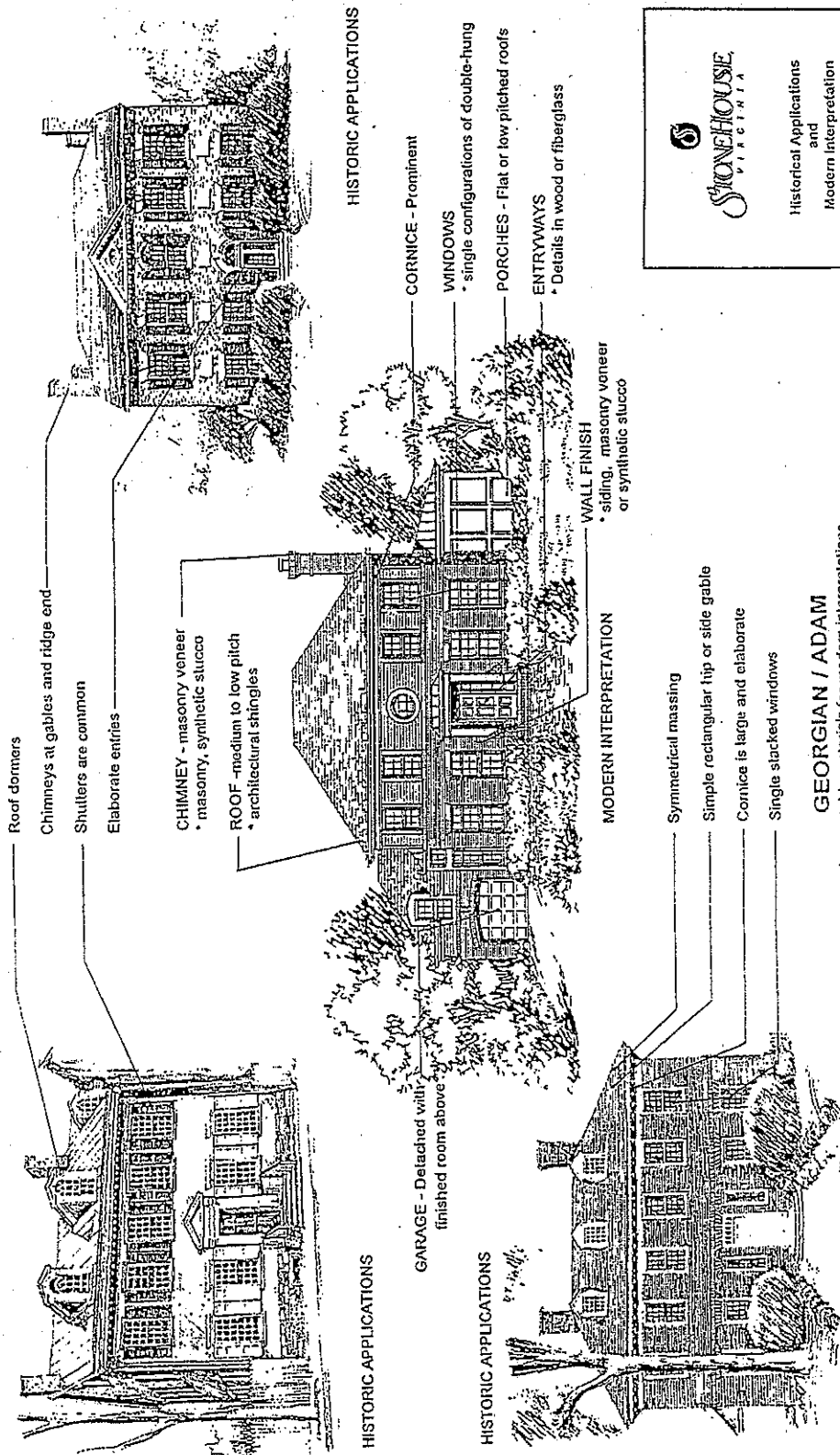
Queen Anne

Shingle

Colonial Revival

Tudor

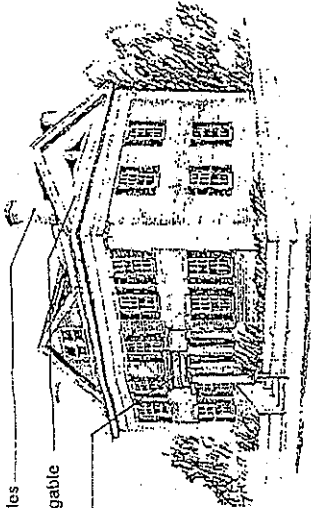
French Eclectic



STONEHOUSE
VIRGINIA

Historical Applications
and
Modern Interpretation
Georgian & Adam Styles


GEORGIAN / ADAM
* acceptable materials for modern interpretations



Chimneys sit behind gables
 Simple rectangular side gable
 Elaborate entries

HISTORIC APPLICATIONS

- GABLE - Well defined and detailed
- CORNICE - Very Prominent
- WINDOWS - single configurations of double-hung
- PORCHES - Flat or low pitched roofs
- COLUMNS - Wood or fiberglass

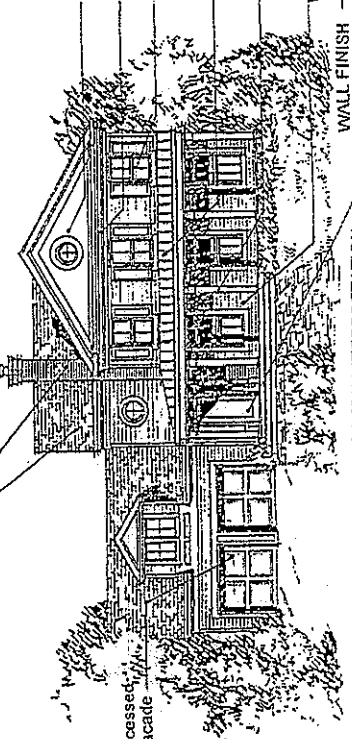


STONEHOUSE
PERFORMANCE

Historical Applications
 and
 Modern Interpretation
 Greek Revival Style

Cornice is very large and elaborate
 Single stacked windows
 Shutters are common

ROOF - low pitch
 • architectural shingles
 CHIMNEY - masonry veneer
 • masonry, synthetic stucco

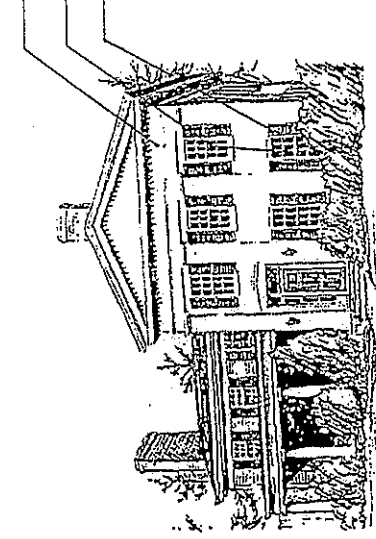


WALL FINISH
 • siding, masonry veneer or synthetic stucco
 ENTRYWAYS
 • Details in wood or fiberglass

MODERN INTERPRETATION

GREEK REVIVAL

• acceptable materials for modern interpretations



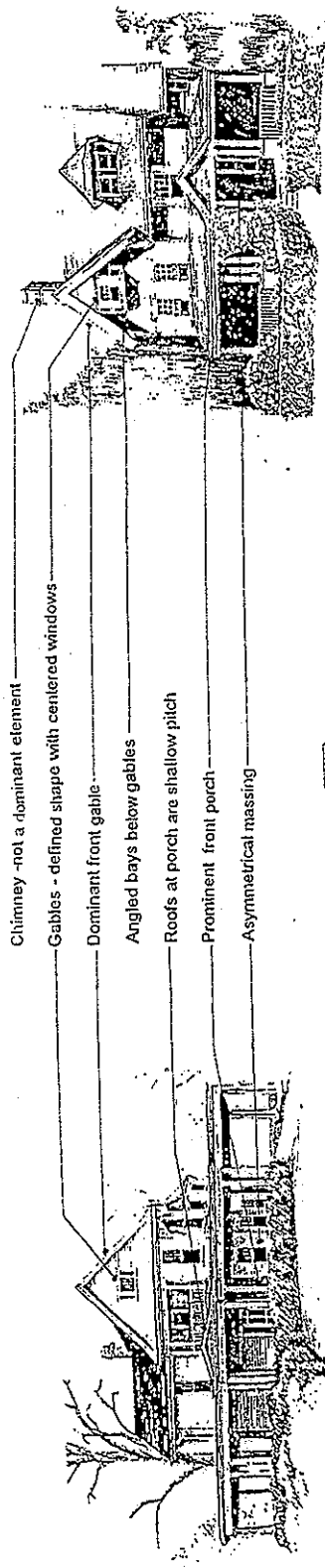
GARAGE - Attached but recessed from the main facade

HISTORIC APPLICATIONS

HISTORIC APPLICATIONS



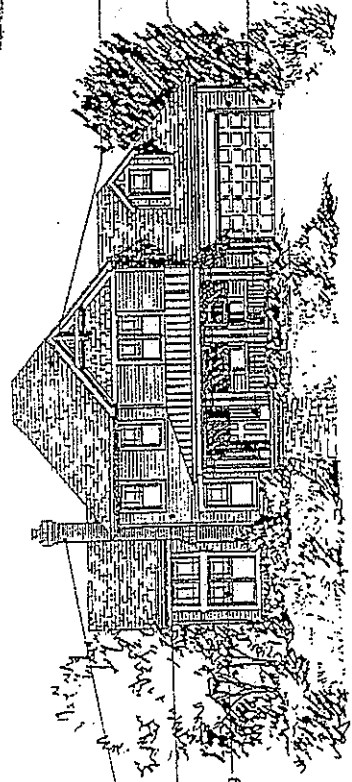
Roof dormers
 Symmetrical massing
 Front and side porches



Chimney - not a dominant element
 Gables - defined shape with centered windows
 Dominant front gable
 Angled bays below gables
 Roofs at porch are shallow pitch
 Prominent front porch
 Asymmetrical massing

HISTORIC APPLICATIONS

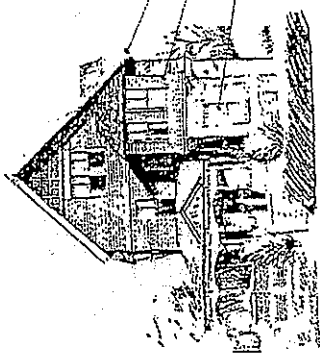
- CHIMNEY - masonry veneer
 * masonry, synthetic stucco
- SECOND LEVEL FINISH
 * shingles or horizontal siding
- WINDOWS
 * single or multiple configurations of double-hung



- ROOF - steep pitch at main roof
 * architectural shingles
- WALL FINISH
 * horizontal siding, masonry veneer or synthetic stucco
- PORCH - includes entry; low pitch roof
 * columns of wood or fiberglass

HISTORIC APPLICATIONS

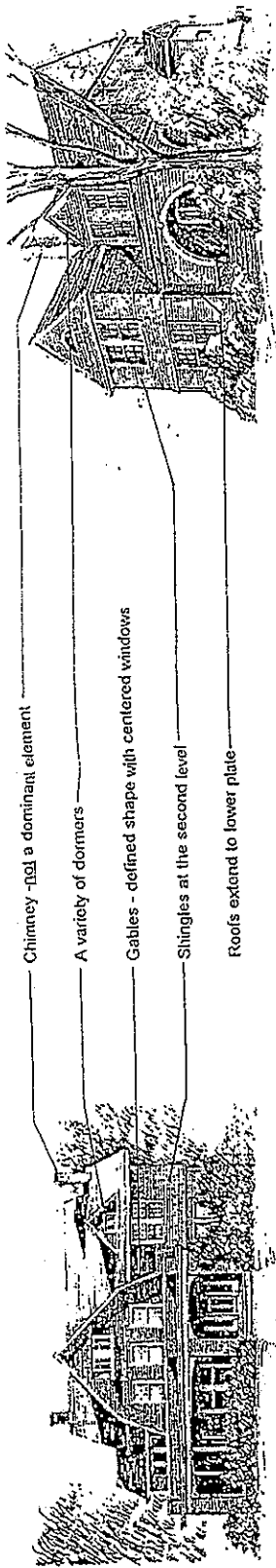
HISTORIC APPLICATIONS



- MODERN INTERPRETATION
- Roofs extend to lower plate
- Multiple siding materials (to much detail for modern interpretation)
- Single windows in a balanced arrangement

QUEEN ANNE

- * acceptable materials for modern interpretations



Chimney - not a dominant element
 A variety of dormers
 Gables - defined shape with centered windows
 Shingles at the second level
 Roofs extend to lower plate

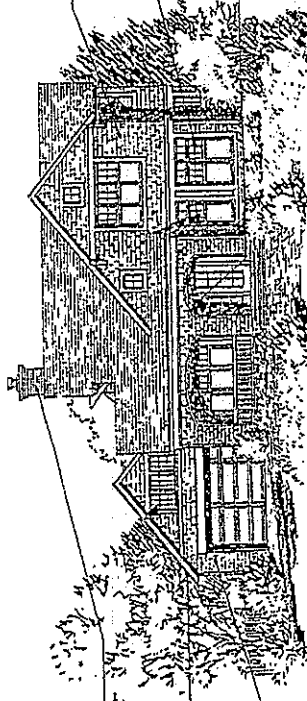
HISTORIC APPLICATIONS

CHIMNEY - masonry veneer
 • masonry, synthetic stucco

ROOF - varied pitch
 • architectural shingles

WALL FINISH
 • shingles, masonry veneer or synthetic stucco

HISTORIC APPLICATIONS



SECOND LEVEL FINISH
 • shingles

WINDOWS
 • multiple configurations of double-hung or casement

ENTRYWAYS
 • Details in wood, fiberglass, masonry or synthetic stucco

MODERN INTERPRETATION




HISTORIC APPLICATIONS

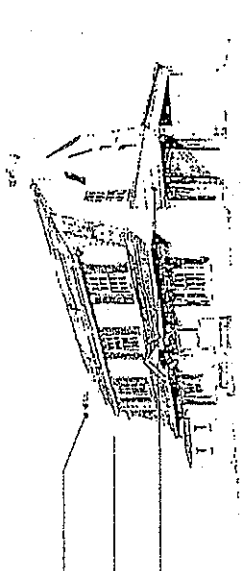
Asymmetrical massing
 Dominant front gable
 Multiple windows
 Prominent front porch

SHINGLE

• acceptable materials for modern interpretations



Historical Applications and Modern Interpretation Shingle Style



Gable dormers and roof dormers

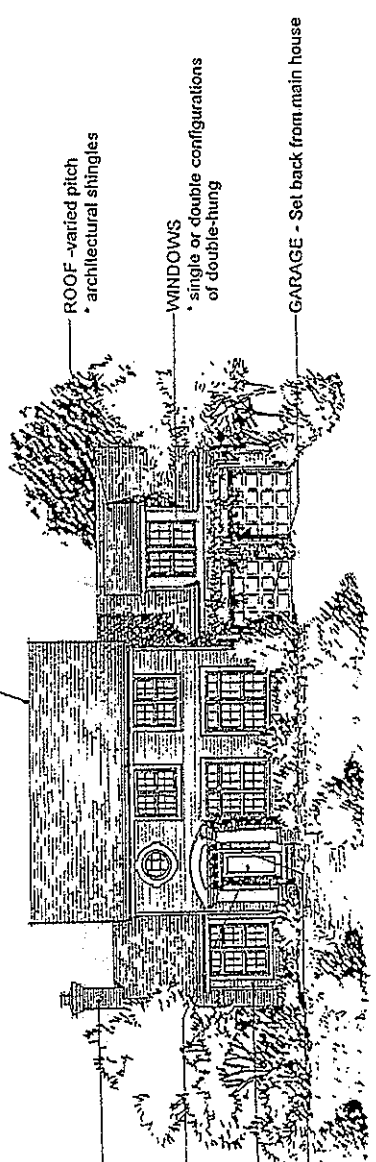
Chimneys at gables

Dutch colonial roof form

Side porches

Formal but asymmetrical massing

HISTORIC APPLICATIONS



CHIMNEY - masonry veneer
* masonry, synthetic stucco

ENTRYWAYS
* Details in wood, fiberglass, masonry or synthetic stucco

WALL FINISH
* shingles, masonry veneer or synthetic stucco

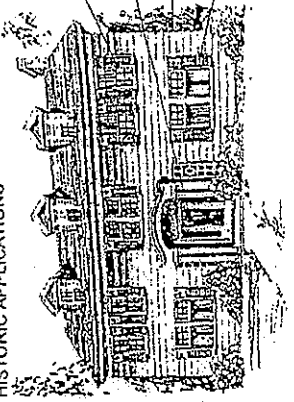
PORCHES - Flat or low pitched roofs

ROOF - varied pitch
* architectural shingles

WINDOWS
* single or double configurations of double-hung

GARAGE - Set back from main house

HISTORIC APPLICATIONS



Single and paired stacked windows

Elaborate entries

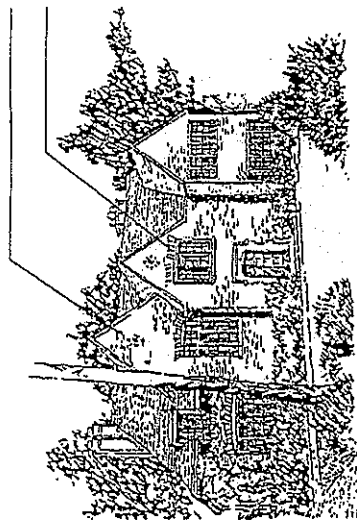
Symmetrical massing

Shutters

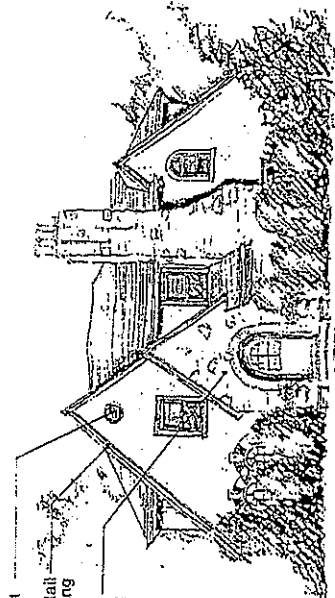
MODERN INTERPRETATION

COLONIAL REVIVAL

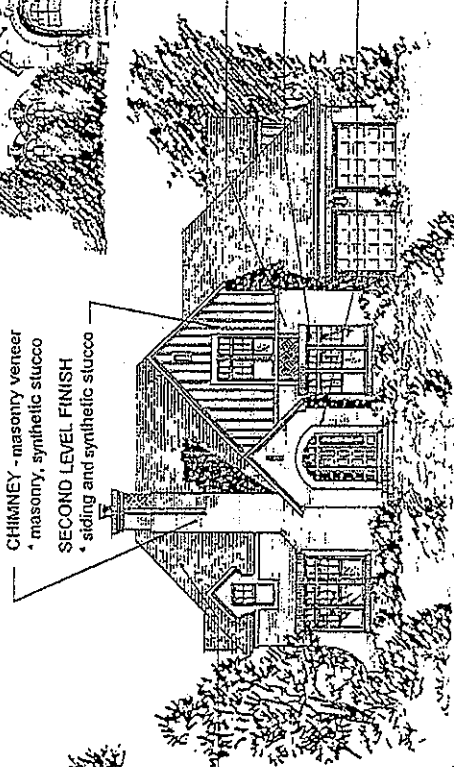
* acceptable materials for modern interpretations



HISTORIC APPLICATIONS



HISTORIC APPLICATIONS

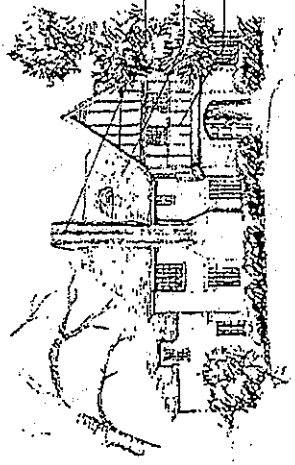


ROOF - steep pitch
- architectural shingles

CHIMNEY - masonry veneer
- masonry, synthetic stucco
SECOND LEVEL FINISH
- siding and synthetic stucco

HISTORIC APPLICATIONS

HISTORIC APPLICATIONS




MODERN INTERPRETATION

Chimney - dominant element, solid masonry
Sleep roof pitches
Second level finish - half-timbers (do not use in modern interpretation)

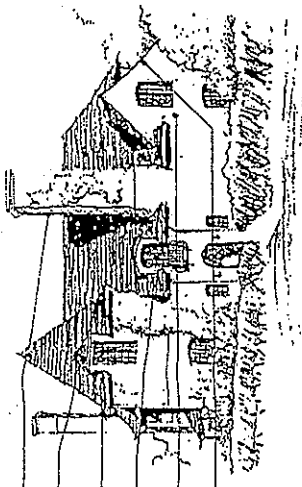
TUDOR

- acceptable materials for modern interpretations

- WALL FINISH
- masonry veneer or synthetic stucco
- WINDOWS
- multiple configurations of double-hung or casement
- ENTRYWAYS
- Details in wood, fiberglass, masonry or synthetic stucco

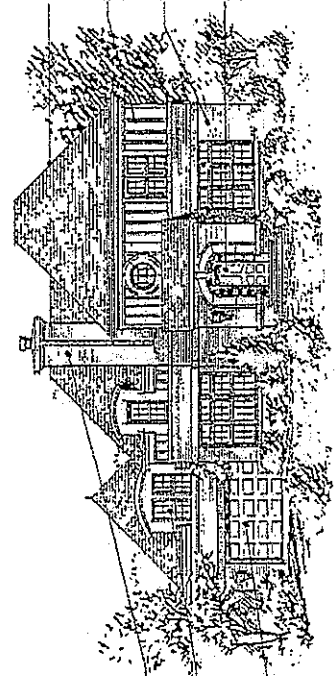


Historical Applications and Modern Interpretation Tudor Style



- Chimney - dominant element, solid masonry
- Roof dormers are often small and decorative
- Steep roof pitches, with a flared end
- Feature window above entry
- Wall gables are common
- Thin eave - minimal detail and overhang
- Shutters on some
- Walls are typically masonry or stucco

HISTORIC APPLICATIONS

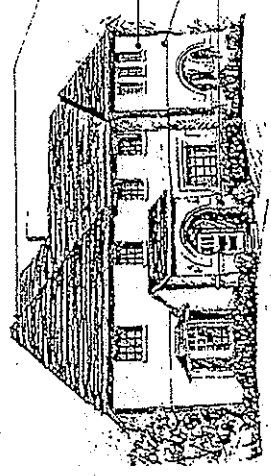


- ROOF - steep pitch
 - * architectural shingles
- SECOND LEVEL FINISH
 - * masonry, siding, or synthetic stucco
- WALL FINISH
 - * masonry veneer or synthetic stucco
- ENTRYWAYS
 - * Details in wood, fiberglass, masonry or synthetic-stucco

HISTORIC APPLICATIONS

- CHIMNEY - masonry veneer
 - * masonry, synthetic stucco
- WINDOWS
 - * single and multiple configurations of double-hung or casement
- GARAGE
 - * this detached example shows the similar style with finished space above

HISTORIC APPLICATIONS



MODERN INTERPRETATION

- Main roof is hipped with front cross hips
- Single and multiple windows
- Detail band at second floor
- Entryways - prominent surround, often arched

FRENCH ECLECTIC

- * acceptable materials for modern interpretations

Historical Applications and Modern Interpretation French Eclectic Style

**THIS
IS THE
LAST PAGE**

THE ASSOCIATION AT STONEHOUSE, INC.

FACSIMILE TRANSMITTAL SHEET

TO: *Susan Krancew*
COMPANY:
FROM: *Stonehouse*
DATE:
FAX NUMBER: *240-5666*
NUMBER OF PAGES (INCLUDING COVER) *2*
NOTES/COMMENTS:

RESALE CERTIFICATE PACKAGE REQUEST FORM

Date Requested _____ Date Due (10 business days from receipt of funds) _____

Neighborhood _____ Address _____

Name of Requestor _____ Telephone _____

Current Owner(s) _____

Legal Name of Buyers _____

Anticipated Date of Closing _____

Closing Attorney Name _____ Telephone _____

Who will pick up the package? _____ Telephone _____

Mail package to _____ Date Mailed _____

By (HOA Staff Initial) _____

PLEASE MAIL/BRING PAYMENT TO: (WE DO NOT ACCEPT CASH)

THE ASSOCIATION AT STONEHOUSE

9701 Mill Pond Run

Toano, VA 23168

The cost of this package is **\$200.00** with an additional **\$50.00** postage fee if the package is to be mailed.

NOTE: We will not initiate your request of a resale packet until the written request is received. There is an additional fee for mailing packages.

Fee Collection: Paid upon receipt of request Paid upon receipt of Resale Package

No refund 24 hours after payment is received.

RETURN CHECK POLICY: A charge of **\$50**, including all court costs and attorney's fees shall be charged for all payments which are uncollectible or are returned from your bank for any reason.

Submission of this form represents your agreement to these terms.

(Signature) _____ (Date) _____

RECEIPT OF RESALE PACKAGE

I certify that I have received a Certificate of Resale Package for the property address noted above:

(Signature)_____
(Date)

(Revised 8/10)

STONEHOUSE NEIGHBORHOOD ADDENDUM

HOLLOW OAK

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supercedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage) 2,000 s.f.
- 1.2 Maximum Finished Floor Area (excludes finished bonus room over garage) 3,500 s.f.
 Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgement as to acceptable maximum house size.
- 1.3 Maximum Finished Bonus Room 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.3)
House, incl. Porches	35'	10' (see 2.1)	15'	35'
Detached Garage	60'	10'	15'	35'
Raised Deck or Patio	no	5'	15'	25'
Ground Level Deck / Patio	no	5'	15'	10'
Driveway	n/a	10'	no	25'
Accessory Building	no	10'	no	25'

- 2.1 Cumulative total setback of both side interior side yards shall be 25'. Chimneys may encroach up to 5'. A covered porch may encroach up to 5'
- 2.2 Attached front-entry garages must be set back a minimum of 5' from the front plane of the house, as determined by the ERC.
- 2.3 Minimum rear setback from the golf course is 50' unless otherwise noted.
- 2.4 Driveway setback may be reduced to 5' with landscape screening.
- 2.5 Four-member cornice is minimum.

3. MINIMUM LANDSCAPE REQUIREMENTS

- 3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet.

THE ASSOCIATION AT STONEHOUSE, INC.

9701 Mill Pond Run, Toano, Virginia 23168

Phone (757) 566-0128 / Fax (757) 566-1198

MILL POND PARK AND MILL POND CANOE DOCK RULES AND REGULATIONS

I The Stonehouse Mill Pond Park Consists of:

Covered Pavilion with four picnic tables and benches
Two charcoal barbeque grills
Two small trash receptacles
Nineteen parking spaces (including one handicap space)
Covered canoe dock with two picnic tables and benches
One "Porta-John" located inside the fenced area in the parking lot

II Facility Use

- a. Use is restricted to residents, property owners and their immediate families as well as employees of Stonehouse Development Company, LLC. All rules must be followed (See Section V).
- b. For safety reasons, no unsupervised children under the age of 16 will be allowed in Mill Pond Park.

III Pavilion Reservation/Application Process

- a. Reservations are necessary for functions of *15 or more persons* and are available at the HOA on-site Manager's office.
- b. Reservations are on a first-come basis.
- c. Each application must be completed and signed by a Stonehouse resident or property owner, age 21 or older.
- d. The signature of the resident or property owner indicates a full understanding and acceptance of the rules. It also indicates that the property owner or resident will abide by all the rules, regulations and clean-up requirements.
- e. Use for private functions is limited to a maximum of 50 attendees.

IV MILL POND BOATS AND DOCK

- a. The only boats allowed at Mill Pond are those which are **privately-owned** by Stonehouse residents or property owners.
- b. For safety reasons, life jackets are required for each person using a privately-owned boat.
- c. Fishing is permitted from the dock. However, a current and valid Virginia fishing license is required.

V GENERAL RULES

- a. Open invitations to the general public are prohibited.
- b. Minors are **NOT** to be served alcoholic beverages under any circumstances.
- c. If alcoholic beverages are part of the event, the lessee assumes ALL responsibility. Lessee must also obtain an ABC permit and be in full compliance with Virginia ABC laws.
- d. Residents or property owner reserving the pavilion are responsible for their own catering arrangements, including the deliveries and arrangements for their receipt, acknowledgment and securement.
- e. Residents or property owners accept full responsibility for the facilities and the conduct of their guests.
- f. Music is permitted at levels that will not disturb residents of the surrounding neighborhoods. Unusually loud music, as determined by Stonehouse Security, will not be allowed and may result in the termination of the event.
- g. Curfew is at sunset for all events.
- h. Following your event, all food and personal belongings are to be removed from Mill Pond Park and Mill Pond Canoe Dock. Stonehouse Development Company, LLC staff and HOA staff are not responsible for any items left behind
- i. **No trash is to be left in the receptacles overnight. Property owners and residents are responsible for emptying the trash receptacles. Be sure to bring large replacement trash bags. Bring all (securely tied) trash bags to the dumpster located inside the fenced area of Residents Club parking lot. If the fenced area is locked, call security (234-1001) to have it unlocked.**

THE ASSOCIATION AT STONEHOUSE, INC.

9701 Mill Pond Run, Toano, Virginia 23168-9606

Phone (757) 566-0128 / Fax (757) 566-1198

STONEHOUSE MILL POND PAVILION RESERVATION / APPLICATION FOR USE

Stonehouse Property Owner	Home Phone	Work Phone
---------------------------	------------	------------

Address

Type of Function	Number of attendees
------------------	---------------------

Date of Function	Time of Reservation	Set-up Time Requested
------------------	---------------------	-----------------------

Acknowledgment

I do hereby acknowledge that I have read and understand the Mill Pond Park Rules and Regulations and all responsibilities, guidelines and clean up requirements contained therein. I do agree to observe and enforce all rules and regulations governing the use of Stonehouse property and facilities. I do further agree to protect, indemnify and hold harmless the Stonehouse Development Company, LLC and the Association at Stonehouse, Inc., its officers and employees of any and all claims, liabilities, damages or rights of actions, directly or indirectly growing out of the use of the premises. I do further acknowledge that the right of the Applicant to use the facility as aforesaid may be revoked at any time for a violation by the applicant, its agents, employees, independent contractors, guests or invitees of any rule, regulation or policy governing the use of Stonehouse property.

Signature	Date	Signature (HOA on-site Manager)	Date
-----------	------	---------------------------------	------

Cc: HOA ON SITE manager
HOA Accounting

THE ASSOCIATION AT STONEHOUSE, INC.

ORCHARD HILL SWIMMING POOL RULES AND REGULATIONS

02/28/07

1. Hours of Operation

- a. Pool hours are 9:00 a.m. to 9:00 p.m. from the Saturday of Memorial Day Weekend to Labor Day.
- b. Pool chemical adjustments will be made between 10:00 a.m. – 11:00 a.m. daily; the pool will be cleaned three days a week to be determined by the pool company.
- c. **THERE IS NO LIFEGUARD ON DUTY AT ANY TIME – SWIM AT YOUR OWN RISK. FOR SAFETY REASONS, SWIMMERS MUST BE 16 YEARS OR OLDER TO ENTER THE POOL WITHOUT ADULT SUPERVISION.**
- d. **The pool closes at 9:00 p.m. Anyone using the pool after hours may be subject to legal action.**

2. Inclement Weather

- a. Lightning: Everyone must leave the pool area completely. The pool area may reopen 60 minutes after the last visual strike of lightning.
- b. Thunder: Everyone must exit the pool area completely. The pool area may reopen 45 after the last audible clap or roll of thunder has subsided.

3. General

- a. Any property owner of Orchard Hill or Overlook (21 years or older) who believes that a person is in violation of the stated rules should call Stonehouse Security. The telephone number for Stonehouse Security is 234-1001.
- b. There is an emergency telephone located in the alcove with the water fountain. In case of an emergency call 911.
- c. Stonehouse Security will remove any person(s) in violation and that person may lose his/her Orchard Hill Pool privileges.
- d. The pool is for the *exclusive* use of Orchard Hill and Overlook Association members (hereinafter referred to as members) in good

standing and their guests. All users of the pool must be able to present their Stonehouse Association pass upon request.

- e. The Association Manager reserves the right to limit the number of guests a member may bring to the pool.
- f. Swimmers must shower before entering the pool in accordance with Board of Health regulations. For this purpose, an outdoor shower is located on the outside wall of the pool shed.
- g. Anyone with an open sore, rash, or cut on any part of the body is not allowed to enter the pool for health reasons.
- h. Appropriate swimwear is required. Hemmed shorts are permitted.
- i. Floats and other pool toys are permitted as long as they do not pose a disturbance to others. All pool toys must be taken home each day when leaving the pool.
- j. The Board of Directors reserves the right to modify/change these rules and regulations as deemed appropriate.

4. Children

For safety reasons, persons under the age of 16 will be considered children and are not permitted in the pool or pool area without a parent or responsible adult swimmer.

- a. Children who cannot swim and are not tall enough to touch the bottom of pool must have a parent, guardian or babysitter—at least 16 years of age—in the pool within arms' reach at all times. The use of swimming aids does not negate this requirement and may, in fact, foster a false sense of security. The lifeguard at the Resident's Center Pool will determine a child's swimming proficiency. A schedule for determining proficiency will be announced prior to each swimming season.
- b. Children who cannot swim but are tall enough **MUST REMAIN** in the shallow end of the pool at all times with a parent/guardian/babysitter seated at the edge of the pool watching the child. The child must remain where the water depth is not more than shoulder level when flat-footed. Parents/guardians/babysitters are responsible for ensuring that the child in their care adheres to these requirements. The use of swimming aids does not negate this requirement and may, in fact, foster a false sense of security. The lifeguard at the Residents' Center Pool will determine a child's swimming proficiency. A schedule for determining proficiency will be announced prior to each swimming season.
- c. Children who are not potty trained must wear swim diapers in the pool. Plastic diapers are not allowed in the pool at any time.

5. Restrictions

- a. **NO DIVING INTO THE POOL AT ANY TIME.**
- b. For safety reasons, ball playing or throwing other projectile objects is not permitted on the pool deck.
- c. Glassware is prohibited anywhere in the pool area and fenced-in deck.
- d. All pool furniture is available on a first-come, first-use basis and may not be “reserved” by leaving towels or other personal articles “to hold” them for use at a later time.
- e. Food and drinks must be consumed at least 5 feet away from the pool. NO GUM is allowed in the pool or within the fenced-in apron of the pool.
- f. Animals, bicycles, skateboards and rollerblades are not allowed in the pool or fenced-in apron of the pool. Bicycles are to be “parked” in the bike rack provided, not by the pool gates.
- g. Radio/music volume must be kept to a level that does not disturb others.
- h. Running, horseplay, rude or offensive behavior or language is prohibited.
- i. Alcoholic beverages are prohibited within the fenced-in area of the pool. Minors are NOT to be served alcoholic beverages under any circumstances. Members and guests must adhere to all local, county and state laws pertaining to alcoholic beverages.
- j. Security will be contacted if a person is suspected of being under the influence of drugs or alcohol and he/she will be asked to leave the pool area and may lose all pool privileges.
- k. Smoking, loitering, running or playing in the restrooms is prohibited.
- l. Children’s strollers must remain at least four feet from the side of the pool. Cribs or playpens are not permitted in the pool area.
- m. Only authorized personnel are permitted in the pump/filtration room.

THE ASSOCIATION AT STONEHOUSE, INC.

9701 Mill Pond Run, Toano, Virginia 23168-9606

Phone (757) 566-0128 / Fax (757) 566-1198

PROPERTY STAKEOUT APPLICATION

Date _____ Section _____ Lot # _____

Property Owner: _____

Address: _____

City/State/Zip: _____

Day Phone _____ Evening Phone _____ Fax _____

Builder: _____

Address: _____

City/State/Zip: _____

Office _____ Fax _____ Cell _____

Date lot will be staked for review (8 AM) _____

Stakeout Instructions:

1. Mark each of the four corners of the rectangular house area with a flagged stake. Mark all corners of irregularly shaped houses.
2. Flag clearing limits by marking trees to remain. Mark trees at every 20" (approx.) around general clearing area, including the driveway. Double-flag specific trees to remain within the clearing area.
3. Additional trees may be flagged to be saved during the stakeout review.
4. Mark any chips or cracks in the curb, gutter and asphalt.
5. DO NOT CLEAR ANY LOT until you have received a signed/approved application. This approval must be posted on the builder sign before clearing may begin. Security will stop work on any lot that does not have this approval posted during clearing.

(For Use by ERC Representative Only)

Approved as submitted Disapproved (See memo)

Approved with changes as noted on the status memo

Signature _____ Date _____

The purpose of a stakeout review is for compliance with the Design Criteria Standards and Guidelines for Stonehouse only. Approval does not relieve the applicant of responsibility for obtaining all other necessary permits and compliance with applicable zoning and building codes.

Bylaws

ARTICLE I

Plan of Ownership

Section 1.1.	<u>Applicability</u>	1
Section 1.2.	<u>Compliance</u>	1
Section 1.3.	<u>Office</u>	1
Section 1.4.	<u>Composition: Performance of Responsibilities</u>	1

ARTICLE II

Meetings of Association

Section 2.1.	<u>Annual Meetings</u>	1
Section 2.2.	<u>Place of Meetings</u>	1
Section 2.3.	<u>Special Meetings</u>	1
Section 2.4.	<u>Notice of Meetings</u>	2
Section 2.5.	<u>Adjournment of Meetings</u>	2
Section 2.6.	<u>Voting</u>	2
Section 2.7.	<u>Proxies</u>	3
Section 2.8.	<u>Quorum</u>	3
Section 2.9.	<u>Conduct of Meetings</u>	3
Section 2.10.	<u>Voting Representatives</u>	3

ARTICLE III

Board of Directors

Section 3.1.	<u>Number</u>	5
Section 3.2.	<u>Nomination of Directors</u>	5
Section 3.3.	<u>Election of Directors</u>	5
Section 3.4.	<u>Removal of Directors</u>	5
Section 3.5.	<u>Powers and Duties</u>	5
Section 3.6.	<u>Managing Agent</u>	8
Section 3.7.	<u>Vacancies</u>	8
Section 3.8.	<u>Organizational Meeting</u>	8
Section 3.9.	<u>Regular Meetings</u>	8
Section 3.10.	<u>Special Meetings</u>	9
Section 3.11.	<u>Waiver of Notice</u>	9
Section 3.12.	<u>Quorum of Board of Directors</u>	9
Section 3.13.	<u>Compensation</u>	9
Section 3.14.	<u>Conduct of Meetings</u>	9
Section 3.15.	<u>Action Without Meeting</u>	9

ARTICLE IV

Officers

Section 4.1.	<u>Designation</u>	9
Section 4.2.	<u>Election of Officers</u>	10
Section 4.3.	<u>Removal of Officers</u>	10
Section 4.4.	<u>President</u>	10
Section 4.5.	<u>Vice-President</u>	10
Section 4.6.	<u>Secretary</u>	10

Section 4.7.	<u>Treasurer</u>	10
Section 4.8.	<u>Compensation of Officers</u>	10

ARTICLE V

Operation of the Property

Section 5.1.	<u>Fiscal Year</u>	11
Section 5.2.	<u>Preparation and Approval of Budget</u>	11
Section 5.3.	<u>Establishment and Payment of Assessments</u>	11
Section 5.4.	<u>Collection of Assessments</u>	11
Section 5.5.	<u>Statement of Assessments and Access to Records</u>	11
Section 5.6.	<u>Disclosure Packets</u>	12
Section 5.7.	<u>Maintenance, Repair, Replacement and Other Expenses</u>	12

ARTICLE VI

Insurance

Section 6.1.	<u>General Requirements</u>	12
Section 6.2.	<u>Physical Damage Insurance</u>	13
Section 6.3.	<u>Liability Insurance</u>	14
Section 6.4.	<u>Flood Insurance</u>	14
Section 6.5.	<u>Other Insurance</u>	14
Section 6.6.	<u>Separate Insurance by Owners</u>	15
Section 6.7.	<u>Board of Directors as Agent</u>	15
Section 6.8.	<u>Insured</u>	15

ARTICLE VII

Mortgages

Section 7.1.	<u>Meetings: Books and Records</u>	15
Section 7.2.	<u>Audited Statements</u>	16
Section 7.3.	<u>Limitations</u>	16

ARTICLE VIII

Miscellaneous

Section 8.1.	<u>Notices</u>	17
Section 8.2.	<u>Captions</u>	17
Section 8.3.	<u>Gender, Etc.</u>	17
Section 8.4.	<u>Construction</u>	17
Section 8.5.	<u>Amendments</u>	18

ARTICLE I

Plan of Ownership

Section 1.1 Applicability. These Bylaws provide for the governance of The Association at Stonehouse, Inc., a Virginia nonstock corporation (the "Association"). Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration of Covenants, Restrictions, Rights, Affirmative Obligations and Conditions dated as of August 25, 1997, made by Stonehouse Limited Liability Company, recorded in the Clerk's Office of the Circuit Court of James City County, Virginia, as the same may have been or may hereafter be amended or supplemented from time to time (the "Declaration"), or in the Articles.

Section 1.2. Compliance. Every Owner and all those entitled to occupy a Lot or any portion thereof shall comply with these Bylaws.

Section 1.3. Office. The principal office of the Association shall be located at the Properties or at such other place as may be designated from time to time by the Board of Directors.

Section 1.4. Composition: Performance of Responsibilities. The Association shall consist of all of the Members acting as a group in accordance with the Project Documents. Except as to those matters which the Project Documents or applicable law specifically require to be decided by the vote of the Association (including votes by the Voting Representatives), the responsibilities of the Association shall be performed by the Board of Directors or the Managing Agent as more particularly set forth in Article III of these Bylaws.

ARTICLE II

Meetings of Association

Section 2.1 Annual Meetings. The annual meeting of the Voting Representatives of the Association shall be held during the month of May of each year.

Section 2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

Section 2.3. Special Meetings.

(a) The president shall call a special meeting of the Association or its Voting Representatives if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners holding not less than thirty-five percent of the Class A membership votes. The Declarant may also call a special meeting of the Association or its Voting Representatives during the Period of Declarant Control. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Upon the expiration of the Period of Declarant Control, notice shall be given of a special meeting of the Voting Representatives of the Association at which all of the Class B Directors shall resign, and the Voting Representatives shall thereupon elect successor members of the Board of Directors except for the one director which Declarant may appoint under the Articles.

Section 2.4. Notice of Meetings. The Secretary shall mail to each Voting Representative a notice of each annual or regularly scheduled meeting of the Association at least ten but not more than 60 days prior to such meeting, stating the time and place thereof. Notice of any other meeting shall be sent at least ten but not more than 60 days prior to such meeting, stating the time, place and purpose thereof. Notwithstanding the foregoing, notice of any meeting at which there shall be voted upon any amendment to the Articles, a plan of merger, a proposed sale of assets pursuant to Section 13.1-900 of the Virginia Code or the dissolution of the Association shall be given as required by Section 13.1-842 of the Virginia Code. The mailing of a notice of meeting in the manner provided in these Bylaws shall be considered service of notice. The Secretary may, but is not required to (except as may be required by law), mail notices to other Owners; and the Association may post notice of meetings on the Common Areas and at other locations within the Properties.

Section 2.5. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Owners (or Voting Representatives) holding a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called.

Section 2.6. Voting. Voting at all meetings of the Association shall be on the basis (including the use of Voting Representatives except as otherwise expressly set forth in the Project Documents) set forth in the Articles. Where an Owner himself votes rather than through his Voting Representative and where the ownership of a Lot is in more than one person, the person who shall be entitled to cast the vote appurtenant to such Lot shall be the person named in a certificate executed by all of the Owners of such Lot and filed with the Secretary or, in the absence of such person from the meeting, the person entitled to cast the vote appurtenant to such Lot shall be the person owning such Lot who is present. Where an Owner himself votes rather than through his Voting Representative and if more than one person owning such Lot is present, then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by any of the Project Documents, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Lot (including the Voting Representative) at any meeting of the Association. Except where a greater number is required by law or the Project Documents, the Class B Member (during the Period of Declarant Control) and Owners holding more than one-half of the aggregate Class A membership votes present in person or by proxy or represented by a Voting Representative at a Duly Called Meeting ("Majority of Owners") are required to adopt decisions (on those issues on which Members or their Voting Representatives vote) at any meeting of the Association. If Declarant owns or holds title to one or more Lots, Declarant shall have the right at any meeting of the Association to cast the Class A membership votes to which such Lots are entitled. Declarant shall also have the right to cast the Class B membership vote during the Period of Declarant Control. Declarant, as a Member of the Association, shall not be required to disqualify

itself in any vote which may come before the Association upon any management contract or other agreement, lease or matter between Declarant or any individual, partnership or corporation having an identity of interest with Declarant or the Association.

Section 2.7. Proxies. A vote (whether of an Owner or a Voting Representative) may be cast in person or by proxy. Proxies shall be duly executed in writing by one with authority to execute deeds pursuant to the requirements of Section 13.1-847 of the Virginia Code and must be filed with the Secretary before or at the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the persons with respect to which the vote is cast. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of eleven months after the execution thereof and, in any event, any proxy (other than those in favor of a Mortgagee) shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy.

Section 2.8. Quorum. Except as otherwise provided in these Bylaws or in the other Project Documents, the presence in person or by proxy of the Class B Member (during the Period of Declarant Control) and Owners (or Voting Representatives in the case of Class A Members other than Declarant and Builders) holding ten percent of the aggregate Class A membership votes shall constitute a quorum at all meetings of the Association.

Section 2.9. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Project Documents or applicable law.

Section 2.10. Voting Representatives.

(a) Notwithstanding anything in these Bylaws to the contrary, except for the petition and voting rights set forth in subsections 2.3(a) and 2.10(d) hereof or otherwise required by law and except as otherwise expressly provided in the other Project Documents, all votes of Class A members (other than Declarant's Class A votes and the Class A votes of Builders) pursuant to these Bylaws shall be exercised by the appropriate Voting Representatives as herein set forth.

(b) Unless otherwise expressly provided, where reference is made in the Project Documents to a majority or other specific percentage of Class A members or of Owners, such reference shall be deemed to be a reference to that percentage of the votes of members or Owners represented or voted by the Voting Representatives plus (unless otherwise expressly excluded) the votes of Declarant and Builders since Declarant's and Builders' votes are not exercised by a Voting Representative.

(c) All meetings of the Voting Representatives may be attended by any Owner.

(d) Each Voting Representative shall have as many votes as there are Lots (other than Lots owned by Declarant and Builders) in the Neighborhood(s) represented by such Voting Representative. Except as may otherwise be required by law, no Voting Representative may split or otherwise allocate less than all of his votes on an issue; except that, in voting on amendments to the Declaration, the Articles or these Bylaws, the Voting Representative shall exercise each of the votes he exercises in the manner desired by the Owner of the Lot to which that vote appertains. The Board of Directors shall create "Neighborhood Committees" (which are not the same as "Neighborhood Associations" as defined in Section 4.5 of the Declaration) which shall be composed and operated as follows:

(i) As soon as practicable after seventy-five percent (75%) of the Lots in a Neighborhood have been conveyed to Owners other than Declarant and Builders, the President or Secretary of the Association shall call a meeting of all Owners in the Neighborhood by giving at least fourteen (14) days written notice of such meeting.

(ii) The President of the Association or his designee shall preside over the meeting of the Owners in the Neighborhood, which meeting shall be conducted in accordance with Section 2.9 of these Bylaws. The quorum for the meeting shall be Owners representing at least 33⅓% of the Lots in the Neighborhood (excluding Lots owned by Declarant and Builders), in person or by proxy.

(iii) The Owners shall elect a three (3) person "Neighborhood Committee" by casting votes (in person or by proxy, which may be a general proxy) for up to three (3) candidates. The persons receiving the three (3) highest number of votes shall be declared elected as the Neighborhood Committee until the next annual meeting of the Neighborhood.

(iv) Within fifteen (15) days of its election, the Neighborhood Committee shall hold an organizational meeting at which it shall, at a minimum, (i) elect a Chair, (ii) elect the Voting Representative (and if desired, an alternate to serve when the Voting Representative is unavailable) for the Neighborhood and (iii) establish a date for the annual meeting of the Neighborhood, which shall be no later than the last day of February of each year. The Chair shall then advise, in writing, the Secretary of the Association of the results of the foregoing actions.

(v) At each subsequent annual meeting, which shall be conducted as aforesaid and at which the Chair of the Neighborhood Committee shall preside, a new election of the Neighborhood Committee shall be held per paragraphs (ii) and (iii) above, and the Neighborhood Committee shall then proceed per paragraph (iv), above. A Neighborhood Committee member may be re-elected as many times as he receives the requisite number of votes.

(vi) The Neighborhood Committee need not meet more often than annually but may meet as often as it deems appropriate (and shall meet within a reasonable time after the Board of Directors requests that it do so for the purpose of responding to any question(s) put to it by the Board of Directors), but other than as provided in paragraph (iv) above, the function of the Neighborhood Committee shall be advisory only.

(vii) In the event of a vacancy on the Neighborhood Committee, the remaining members thereof shall select an Owner from the Neighborhood to serve until the next annual meeting of such Neighborhood.

(viii) Except as otherwise provided herein or in the Articles, each Neighborhood Committee shall be advisory in nature and shall not exercise any corporate authority on behalf of the Association.

(ix) Until a Lot is represented by a Voting Representative, the Owner of that Lot shall cast the vote appurtenant thereto.

ARTICLE III

Board of Directors

Section 3.1. Number. The affairs of the Association shall be managed under the direction of its Board of Directors. The number of persons comprising the Board of Directors shall be as set forth in the Articles.

Section 3.2. Nomination of Directors. Except with respect to the directors appointed by Declarant, nomination for election to the Board of Directors shall be made by a nominating committee established by the Board of Directors. Directors to be elected by the Class A Members (voting through their Voting Representatives or by Owners who are Builders) may also be nominated from the floor.

Section 3.3. Election of Directors. The Directors shall be elected or appointed in the manner provided in the Articles. Except as otherwise provided in the Articles and except as provided in subsection 2.3(b) above upon the expiration of the Period of Declarant Control, Class A Director(s) shall be elected at each annual meeting of the Association. The candidate(s) for Class A Directors receiving the most votes shall be elected. Class A Directors shall serve until the next annual meeting following their elections. However, at the first annual meeting following the date when Class A Members (or their Voting Representatives) will elect at least four of the five directors, the two elected directors receiving the most votes will serve for 3-year terms and the remaining elected directors will serve for 2-year terms. Thereafter, all elected directors shall serve for 2-year terms. Elections for Class A Director shall be by ballot of the Voting Representatives.

Section 3.4. Removal of Directors. Class A Directors may be removed in the manner provided in the Articles. A Class A Director whose removal has been proposed shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting at which a vote is to be taken on his removal. Class B Directors may be removed at any time, with or without cause, by Declarant.

Section 3.5. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are by applicable law or the Project Documents required to be exercised and done by the Association. If applicable, the Board of Directors may from time to time elect to

have the Association treated as a "homeowner's association" within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. The Board of Directors shall have the power to designate those officers authorized to provide statements and waivers to Owners as may be desirable or required pursuant to the Project Documents or by law. The Board of Directors may delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3.6), if any, which may arise between meetings of the Board of Directors as the Board of Directors deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall on behalf of the Association:

(i) Prepare an annual budget in which there shall be established the regular and neighborhood assessments; establish the due dates for budgets from any Neighborhood Association.

(ii) To the extent permitted by the Declaration, make assessments to defray the costs and expenses of the Association including adequate reserves, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payments of the assessments. Unless otherwise determined by the Board of Directors and except as may be set forth in the Declaration (or in any Supplemental Declaration in the case of a neighborhood assessment), the regular and neighborhood assessments against each Lot shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each calendar quarter.

(iii) Provide for the operation, care, upkeep, maintenance and servicing of the Common Areas and for such other real estate (not a Common Area) which the Board of Directors and the Class B Member (during the Period of Declarant Control) determine to be in the best interest of the Association to maintain (such as, for example but without limitation, landscaping of and additional snow removal on public rights of way).

(iv) Designate, hire and dismiss the personnel necessary for the management, maintenance, operation, repair and replacement of the Common Areas and other real estate described in clause (iii) above and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

(v) Collect the assessments against the Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the functions and administration of the Association.

(vi) Enact and amend rules and regulations from time to time for the use of the Common Areas and, to the extent not inconsistent with the applicable Zoning Ordinance, establish fees for the use of recreational Common Areas; provided however, that no such rules and regulations so adopted shall be in conflict with the Project Documents and provided further that such rules and

regulations shall not be construed so as to impair in any manner the lien of any Mortgage. Rules and regulations shall be reasonably published or distributed throughout the Properties.

(vii) Open bank accounts on behalf of the Association and designate the signatories thereon.

(viii) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Common Areas in accordance with the Project Documents.

(ix) Enforce by legal means the provisions of the Project Documents and the rules and regulations promulgated pursuant thereto. Without limiting the generality of the foregoing, the Board of Directors may assess charges against any Member for any violation of the Project Documents or rules and regulations, subject to the limitations provided in Section 55-513B of the Virginia Code.

(x) Obtain and carry insurance as provided in the Project Documents and in Article VI of these Bylaws, the cost of which shall be covered by assessments.

(xi) Pay the cost of all authorized services rendered to the Association and not billed to Owners or otherwise provided for.

(xii) Keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Common Areas, specifying the expenses of maintenance and repair of the Common Areas and any other expenses incurred. All books and records shall be kept in an accurate and organized manner.

(xiii) Acquire, hold and dispose of Lots and Common Areas.

(xiv) Do such other things and acts not inconsistent with the Project Documents which the Board of Directors may be permitted to do under applicable law.

(xv) Subject to Section 7.3 of these Bylaws, grant permits, licenses and easements under, through and over the Common Areas for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Properties.

(xvi) When it is authorized to do so as set forth in the Declaration, appoint members of the Environmental Review Committee or any Modifications Review Committee.

(xvii) Enter into shared use and/or maintenance agreements.

(xviii) Establish such other committees with such powers and authority (consistent with the Project Documents) as it shall from time to time deems appropriate. Such committees shall include but not be limited to "Neighborhood Committees" as described in Section 2.10.

(xix) Make charitable contributions.

Section 3.6. Managing Agent.

(a) Employment of Management Agent. The Board of Directors may employ for the Association a "Managing Agent" at a compensation to be established by the Board of Directors. Any agreement with a Managing Agent shall be for a term not exceeding three years (exclusive of renewals with the consent of the Association and the Managing Agent at the time of expiration of the existing term) and shall by its terms provide that it is terminable for cause (default) if not cured within a maximum of 30 days. Any Managing Agent who handles funds for the Association shall be covered by its own fidelity bond providing the fidelity coverage required by clause (i) of Section 6.5 of these Bylaws and naming the Association as an obligee.

(b) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in clauses (i), (iii), (iv), (v), (viii), (ix), (x), (xi), (xii) and (xiv) of Section 3.5 of these Bylaws and furnishing disclosure packets to purchasers of Lots pursuant to Section 55-512 of the Virginia Code. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in clauses (ii), (vi), (vii), (xiii), (xv), (xvi), (xvii), (xviii) and (xix) of Section 3.5 of these Bylaws.

(c) Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent.

Section 3.7. Vacancies. Vacancies in the Board of Directors shall be filled in the manner specified by the Articles.

Section 3.8. Organizational Meeting. The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, provided a quorum of the Board of Directors shall be present.

Section 3.9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and in such place and manner as shall be determined from time to time by a majority of the directors. Such meetings shall be open to members of record to the extent required by Section 55-510 of the Virginia Code. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telegraph or telefacsimile, at least three business days before the day named for such meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Declarant (during the Period of Declarant Control) or by the President on three business days notice to each director, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least a majority of the directors.

Section 3.11. Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors; and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Section 13.1-867B of the Virginia Code, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business; and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.13. Compensation. No director shall receive any compensation from the Association for acting as such; however, any director may be reimbursed for actual expenses incurred.

Section 3.14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors; and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors, and a record of all transactions and proceedings occurring at such meetings.

Section 3.15. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLE IV

Officers

Section 4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. Any other officers may, but need not, be members of the Board of Directors.

Section 4.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors and have all of the general powers and duties which are incident to the office of president of a corporation organized under the Virginia Nonstock Corporation Act.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Owners, Voting Representatives and Mortgagees requesting notices shall be delivered; upon request by a conveying Owner, deliver statements of all unpaid assessments applicable to the Lot to be conveyed; execute notices of delinquent assessment in accordance with the Project Documents; execute notices of and releases of the lien for delinquent assessments as described in the Project Documents; and perform the duties described elsewhere in these Bylaws and, in general, perform all of the duties incident to the office of secretary of a corporation organized under the Virginia Nonstock Corporation Act.

Section 4.7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data, and for the deposit of all monies and other valuables in the name of the Association in such depositories as may from time to time be designated by the Board of Directors and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the Virginia Nonstock Corporation Act.

Section 4.8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such; however, any officer may be reimbursed for actual expenses incurred as such officer.

ARTICLE V

Operation of the Property

Section 5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

Section 5.2. Preparation and Approval of Budget. The Board of Directors shall adopt a budget for each fiscal year (including, without limitation, expenses to be covered by Neighborhood Assessments). In adopting a budget, the Board of Directors may establish a reserve fund to cover Common Area (including fixtures and building service equipment and personal property owned by the Association) maintenance expenses and other costs and such other reserves as the Board of Directors shall determine (including a reserve for the deductible on physical damage and flood insurance policies). The Declarant and the Board of Directors shall not be personally liable for the inadequacy of any reserve fund. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year after the initial budget is adopted shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner liable therefor shall continue to pay each periodic installment at the rate established for the previous fiscal year until notice of the periodic payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

Section 5.3. Establishment and Payment of Assessments. Assessments shall be established and levied as set forth herein and in the other Project Documents. Each Owner liable therefor shall pay the assessments established by these Bylaws and the other Project Documents. No Owner shall be liable for the payment of any part of the assessments against his Lot and due subsequent to the date of recordation of a conveyance by him in fee of such Lot to a successor Owner (except a conveyance as security for the performance of an obligation). Each such assessment, together with interest due thereon and costs of collection (including attorneys' fees), shall be the personal obligation of the Owner at the time the assessment fell due.

Section 5.4. Collection of Assessments. The Association, or the Managing Agent at the request of the Board of Directors, may take action to collect any assessments due from any owner. Each defaulting Owner shall also pay all costs of collection, including without limitation attorneys' fees, incurred in the collection of any unpaid assessment and shall also pay any expense incurred as a result of a check being returned to the Association without payment.

Section 5.5. Statement of Assessments and Access to Records. In addition to complying with the requirements of Section 5.6 of these Bylaws, the Secretary shall promptly provide any Owner, contract purchaser or Mortgagee so requesting the same in writing with a copy of the current Project Documents and rules and regulations and a written statement of the amount of the assessments levied against the Lot and all unpaid assessments due from such Owner. The Association shall make available for inspection and copying by a Member or his authorized agent or any Mortgagee, current copies of the Project Documents and rules and regulations of the Association and all books, records and financial statements kept by the Association. The right of examination shall exist without reference to the duration of the membership and may be exercised during reasonable business hours or at a mutually convenient

time and location and upon five days' written notice. The Association may impose and collect a charge, reflecting the actual cost of materials and labor, before providing copies of any documents, books and records.

Section 5.6. Disclosure Packets. In addition to providing a statement of assessments and making the Association's documents and records available as provided in Section 5.5, the Association shall provide to the Owner of a Lot who has contracted to sell the same, within 14 days of the actual receipt by the Association of a written request therefor and receipt of the appropriate fee, a disclosure packet containing all of the documents and other information required under Section 55-512 of the Virginia Code. The Association may charge a fee for the preparation and issuance of each disclosure packet to reflect the actual cost of the preparation thereof, not to exceed the fee then permitted by the Property Owner's Association Act.

Section 5.7. Maintenance, Repair, Replacement and Other Expenses. The Association shall be responsible for such maintenance, repair and replacement of the Common Areas and other property as is set forth in the Project Documents. Unless otherwise determined by the Board of Directors, all repairs and replacements shall be substantially similar to the original construction and installation and shall be of good quality.

ARTICLE VI

Insurance

Section 6.1. General Requirements.

(a) Purchase of Insurance. All insurance policies relating to Common Areas shall be purchased by the Association, and Declarant shall have no obligation to purchase the same. Neither the Declarant, the Board of Directors nor the Managing Agent shall be liable for failure to obtain any coverage required by the Project Documents or by this Article VI or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies or if such coverage is available only at unreasonable cost.

(b) Required Provisions in Policies. Each insurance policy for the Common Areas shall provide that:

(i) The insurer waives any rights to claim (A) by way of subrogation against Declarant, the Association, the Board of Directors, the Managing Agent or the Owners and their respective lessees, and (B) invalidity arising from acts of the insured.

(ii) Such policy may not be cancelled, not renewed or materially modified (such as a reduction in coverage) without at least thirty (30) days (fifteen days if due to non-payment of premium) prior written notice to the Association, any Managing Agent and Mortgagees who have requested such notification.

(c) Declarant as Beneficiary. Declarant and its Mortgagees, so long as Declarant shall own any Lot, may benefit from all such policies as an owner.

(d) Insurance Companies. All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of property/casualty insurance, holding a rating of B/III or better by the A.M. Best Company Insurance Reports or Key Rating Guide.

Section 6.2. Physical Damage Insurance.

(a) All Risk Coverage. The Association shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of "all risk" insuring the improvements to the Common Areas (including fixtures and building service equipment and personal property owned by the Association), naming the Association as insured for the use and benefit of all Owners in an amount equal to not less than 100% of the insurable replacement cost of the improvements to the Common Areas (exclusive of land, excavations, foundations and other items usually excluded from such coverage), such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Any deductible shall not exceed the lesser of \$10,000 or 1% of the policy face amount, and the amount of such deductible shall be included in establishing the level of reserves.

(b) Required Provisions. Such policy shall also provide (unless otherwise provided):

(i) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made not to do so.

(ii) The following endorsements (or equivalent) if applicable and available: (A) "contingent liability from operation of building laws", "demolition cost" and "increased cost of construction", (B) "agreed amount" or its equivalent and "inflation guard," and (C) "steam boiler and machinery coverage" with minimum liability per accident of not less than the lesser of the insurable value of the building housing the boiler or machinery or \$2,000,000.

(iii) That any "no other insurance" clause expressly excludes individual Owners' policies from its operation so that the physical damage policy purchased by the Association shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Association hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Mortgagees, unless otherwise required by law.

(c) Delivery of Policies to Mortgagees. A duplicate original or certified copy of the policy of physical damage insurance, all renewals thereof and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer at least ten days prior to the expiration of the then current policy to any Mortgagee requesting the same.

(d) Prohibited Provisions. The Association shall not obtain a policy where (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against any Owner or Mortgagee or mortgage loan servicer or become a lien on the Properties; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Association from collecting insurance proceeds.

Section 6.3. Liability Insurance. The Association shall obtain and maintain commercial general liability and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than \$1,000,000 per occurrence for bodily injury and property damage), insuring the Association, each member of the Board of Directors, the Managing Agent, each Owner and Declarant against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Areas, public ways and other areas (if any) under the supervision of the Association (and commercial spaces, if any, owned by the Association) including, to the extent applicable and available: host liquor liability, comprehensive automobile liability, contractual liability, garage keeper's liability, elevator collision liability and bailee's liability. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying liability to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

Section 6.4. Flood Insurance. The Association shall obtain and maintain flood insurance as to any improvements on the Common Areas which are located in a Special Flood Hazard Area (i.e. those areas designated A, AE, AH, AO, A1-30, A-99, V, VE or V1-30 on a Flood Insurance Rate Map), providing coverage for 100% of the insurable value of such improvements including machinery and equipment owned by the Association (but not in excess of the maximum amount of insurance sold under the National Flood Insurance Administration program for the type of improvements insured). Any deductible shall not exceed the lesser of \$5,000 or 1% of the policy face amount.

Section 6.5. Other Insurance. The Association shall obtain and maintain (if applicable):

(i) Blanket fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of the Association and all others who handle, or are responsible for, funds of the Association. Such fidelity bond shall: (A) name the Association as an obligee; (B) be written in an amount to cover the maximum funds that will be in the custody of the Association or its Managing Agent at any one time; and (C) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(ii) Workmen's compensation and employer's liability insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent as an additional insured; and

(iii) Such other insurance (including directors and officers insurance) as the Board of Directors may determine to obtain.

Section 6.6. Separate Insurance by Owners. Except to the extent the same is the responsibility of the Association or any separate Neighborhood Association pursuant to any Supplemental Declaration, each Owner shall have the right and responsibility, at his own expense, to obtain insurance for his own Lot and improvements thereon and for his own benefit; provided however, that no Owner shall be entitled to exercise his right to obtain such insurance coverage so as to decrease the amount which the Association, on behalf of all Owners, may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by an Owner. All such policies shall contain waivers of subrogation as against the Association and its Board of Directors, the Declarant and any Managing Agent, and their respective agents and employees. No Owner shall obtain separate insurance policies in conflict with this Section.

Section 6.7. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each Owner, each Mortgagee, other named insured and their beneficiaries and any other holder of a lien or other interest in the Properties to adjust and settle all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims and to pursue and settle all claims arising out of the taking by way of eminent domain of any of the Common Area.

Section 6.8. Insured. Each insurance policy maintained by the Association shall name, as the insured, "The Association at Stonehouse, Inc., an association of owners of the Stonehouse development for the use and benefit of the individual owners."

ARTICLE VII

Mortgages

In addition to the rights set forth in Section 9.6 of the Declaration, any Mortgagee shall have the following rights:

Section 7.1. Meetings: Books and Records. Upon request, any Mortgagee shall be entitled to receive written notice of meetings of the Association, and all Mortgagees or their designees shall be entitled to attend meetings of the Association and shall have the right to speak at such meetings. All Mortgagees shall have the right to examine the books and records of the Association.

Section 7.2. Audited Statements. Once the Properties consist of 50 or more Lots, the Association shall make an audited financial statement available for the preceding fiscal year (if the Properties have been established for a full fiscal year) available to any first Mortgagee upon submission of a written request therefor. The audited financial statement shall be available within 120 days of the Association's fiscal year-end. So long as the Properties consist of fewer than 50 Lots and there is no audited statement available, any Mortgagee may have an audited statement prepared at its own expense. The foregoing requirements of this Section 7.2 shall be inapplicable unless and until Mortgages on Lots are approved for purchase or securitization by the Federal National Mortgage Association and Declarant has consented to the implementation of this Section 7.2 (which consent shall be reflected in a Supplemental Declaration executed by Declarant). Upon request, any Mortgagee shall be entitled to receive a copy of any audited financial statement prepared for the Association.

Section 7.3. Limitations.

(a) Certain Actions of the Association. Notwithstanding anything herein to the contrary, any action by the Association which could affect an owner's easement in the Common Area [i.e. a deed of trust, conveyance or dedication of the Common Areas or a merger, consolidation or dissolution of the Association or subjecting real estate to the Declaration (other than the Additional Area described in Section 2.1 of the Declaration, which Declarant may subject to the Declaration pursuant to Sections 2.2 and 2.3 thereof without the approval of any other Owner)] shall require the approval of the Class B Member (during the Period of Declarant Control) and the vote of 67% of the Class A votes (including Declarant as to Class A votes held by Declarant) cast in person or by proxy or by voting Representative at a Duly Called Meeting.

(b) Approval of Eligible Mortgagees. Amendments of a material nature to the Project Documents must be approved by first Mortgagees who have requested the Association to notify them of any proposed action requiring the consent of a specified percentage of such Mortgagees ("Eligible Mortgagees") and who represent at least 51% of the votes of the Lots that are subject to Mortgages held by Eligible Mortgagees. A change in the provisions of the Project Documents relating to any of the following shall be considered material: (i) voting rights; (ii) an increase in regular assessments that raise the previously assessed amount by more than 25%; assessment liens or the priority of assessments liens; (iii) reductions in reserves by more than 50% for maintenance, repair and replacement of Common Areas; (iv) responsibility for maintenance and repairs of Common Areas; (v) reallocation of interests in the Common Areas or rights to their use; (vi) redefinition of Lot or Common Area boundaries (only as to Lots subject to an Eligible Mortgage); (vii) the addition, annexation or withdrawal of property to or from the Declaration; (viii) hazard or fidelity insurance requirements; (ix) imposition of restrictions on the leasing of Lots; (x) imposition of any restrictions on an Owner's right to sell or transfer his Lot; (xi) a decision by the Association to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgagee; (xii) restoration or repair of Common Areas (after damage or partial condemnation) in a manner other than that specified in the Project Documents; (xiii) any provisions that expressly benefit Mortgagees, or (xiv) termination of the Declaration (however, if termination is other than after substantial destruction or termination, then consent shall be required of Eligible Mortgagees who represent at least

67% of the votes of the Lots that are subject to Mortgages held by Eligible Mortgagees). An Eligible Mortgagee will be deemed to have approved an amendment to the Project Documents if it fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. Exercise by Declarant of its reserved rights in the Project Documents (including for example those rights set forth in Article II and Sections 4.5 and 7.12 and the second sentence of Section 9.4 of the Declaration) shall not be deemed "amendments of a material nature to the Project Documents" within the meaning of this subsection 7.3 (b); therefore, this subsection 7.3(b) shall be inapplicable thereto. This subsection 7.3(b) shall be inapplicable unless and until Mortgages on Lots are approved for purchase or securitization by the Federal National Mortgage Association and Declarant has consented to the implementation of this subsection 7.3(b) (which consent shall be reflected in a Supplemental Declaration executed by Declarant).

ARTICLE VIII

Miscellaneous

Section 8.1. Notices. All notices, demands, requests, statements or other communications under these Bylaws shall be in writing and, unless otherwise required by law, shall be either delivered in person or if sent by U.S. first class mail, postage prepaid, (i) if to an owner or Voting Representative, at the address which the Owner or Voting Representative shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such owner or Voting Representative, or (ii) if to the Association, at c/o Stonehouse Limited Liability Company, P.O. Drawer 759, Toano, Virginia 23168, or to such other address as shall be designated either by notice in writing to the Owners pursuant to this Section or by recorded Supplemental Declaration executed only by Declarant and the Association, or (iii) if to a Mortgagee, to the address provided by the Owner or to such other address as the Mortgagee may specify by written notice to the Association. All such notices, demands, requests, statements or other communications shall be deemed to have been given upon the earlier of (i) delivery at the appropriate address above, whether in person, by express courier or by mail, or (ii) three business days after the postmark date of mailing. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request, statement or other communication.

Section 8.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 8.3. Gender, Etc. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 8.4. Construction. These Bylaws are intended to comply with applicable laws and shall be so interpreted and applied. In the event of conflict between the other Project Documents and these Bylaws, the other Project Documents shall control.

Section 8.5. Amendments. Subject to subsection 7.3(a) and Sections 7.2 and 8.1 above and Sections 2.2 and 2.3 and 9.4 of the Declaration and except as otherwise expressly provided in the Project Documents, these Bylaws may be amended (i) during the period of Declarant Control by the Board of Directors only with the approval of the Class B Member and (ii) after the Period of Declarant Control by the vote of more than 50% of the Class A votes (including Declarant as to Class A votes held by Declarant) cast in person or by proxy or by Voting Representative at a Duly Called Meeting; however, if subsection 7.3(b) applies, any material change as defined in subsection 7.3(b) hereof shall require the approval of the Class B Member (during the Period of Declarant Control) and the approval of at least 67% of the Class A votes (which votes may be exercised by the Voting Representative except for Class A votes held by Declarant or Builders) in the Association (including Declarant as to Class A votes held by it).

AMENDMENT TO ARTICLE III OF THE BYLAWS
OF
THE ASSOCIATION AT STONEHOUSE

The Bylaws are amended as follows:

Section 3.1. Number

The affairs of the Association shall be managed by its Board of Directors. The Board will consist of not fewer than five or more than nine Directors. The number of Directors to serve for the ensuing term shall be established by the Board, then serving, at the time it causes notice of the Annual Meeting to be provided to the Members. Notwithstanding the foregoing, the Board shall always consist of an odd number of Directors.

Section 3.2. Eligibility

- 3.2.1. Only one member of a household may serve on the Board at any one time.
- 3.2.2. No more than two Directors from any one neighborhood may serve on the Board at the same time. The term *neighborhood* means Summerfield; Leatherleaf; Laurel Ridge; Orchard Hill; Overlook; Lisburn; Bent Tree; Hollow Oak; Walnut Creek; Hillcrest; Richardson's Mill; and any future residential areas defined as neighborhoods by applicable Project Documents or as determined by the Board.
- 3.2.3. No Director may be elected to the Board or continue to serve on the Board if there is any financial obligation due the Association that is more than 30 days in arrears concerning the Lot owned or occupied by the Director.
- 3.2.4. No Director may be elected to the Board or continue to serve on the Board if there is a violation of the Project Documents concerning the Lot owned or occupied by the Director, and the violation has not been remedied in the time allowed for correction.

Section 3.3. Nominations

- 3.3.1. The Board will appoint and announce a Nominating Committee at least 75 days before the Annual Meeting. The Nominating Committee will consist of a Chairman, who may be a member of the Board, and two or more additional Members. The Nominating Committee will serve from the date of the appointment until the close of the Annual Meeting.
- 3.3.2. The Nominating Committee will recommend as many nominations for election to the Board as it determines, in its discretion, but not fewer than the number of vacancies.

3.3.3. All persons eligible for the Board who express an interest in serving on the Board or are recommended by another member and consent to be nominated will be considered by the Nominating Committee.

3.3.4. Nominations may be made from the floor at the Annual Meeting so long as the nominee consents to being nominated in person or in writing.

Section 3.4. Elections

3.4.1. Directors will be elected by the largest number of all votes cast at the Annual Meeting at which a quorum is present.

3.4.2. Election will be by eligible Members' secret written ballots. Voting may be in person or by proxy. Members will be ineligible to vote if their voting rights have been suspended and not restored pursuant to the Project Documents.

3.4.3. Members or their proxies may cast as many votes for each vacancy as they are entitled to exercise under the Project Documents. Cumulative voting, i.e. casting all votes for one candidate, is prohibited.

3.4.4. The Board will determine the form of all ballots and proxies, the deadline for the returning ballots and proxies, and the date, time, and location of the election.

Section 3.5. Terms of Office

A Director's term is 2 years. A Director will serve until the Annual Meeting at which his or her successor is elected.

Section 3.6. Compensation

A Director may not be compensated for service rendered to the Association. However, this does not preclude reimbursement for reasonable, ordinary, and necessary expenses incurred in serving or acting as a Director, including reasonable expenses for education or continuing education in managing and operating a homeowners' association.

Section 3.7. Resignations

A Director may resign at any time by giving written notice to the President or Vice President of the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. A Director's resignation is automatically effected if the Director becomes ineligible to serve under the Project Documents.

Section 3.8. Removals

Removal of a Director, with or without cause, will be effected only if a petition seeking such removal is signed by at least one-third of the Members and filed with the

Association Manager; and thereafter, at the Annual Meeting or at a Special Meeting of Members at which a quorum is established, a majority of votes cast in person or by proxy approves such removal. A successor may immediately be elected by a majority of the members' votes cast in person or by proxy at such meeting. If Members fail to elect a successor at the meeting, the remaining Directors will appoint a successor, who will serve until the next Annual Meeting.

Section 3.9. Vacancies Occurring Between Elections

In the event of death or resignation between elections, the remaining Directors, even if less than a quorum, will appoint a successor, who will serve until the next Annual Meeting.

Section 3.10. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are by applicable law or the Project Documents required or desirable to be exercised and done by the Association. If applicable, the Board of Directors may from time to time elect to have the Association treated as a "homeowners' association" within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. The Board of Directors shall have the power to designate those individuals authorized to provide statements or waivers to the Owners as may be desirable or required pursuant to the Project Document or by law. The Board of Directors may delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board of Directors on such matters relating to the duties of any Managing Agent (as defined in Section 3.11) which may arise between meetings of the Board of Directors as the Board of Directors deems appropriate. In addition, the Board of Directors may on behalf of the Association:

- (i) Prepare an annual budget in which there shall be established the regular and neighborhood assessments and establish the due dates for budgets from an Neighborhood Association.
- (ii) To the extent permitted by the Declaration, make assessments to defray the costs and expenses of the Association including adequate reserves, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payments of the assessments. Unless otherwise determined by the Board of Directors and except as may be set forth in the Declaration (or in any Supplemental Declarations in the case of a neighborhood assessment), the regular and neighborhood assessments against each Lot shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each calendar quarter.
- (iii) Provide for the operation, care, upkeep, maintenance, and servicing of the Common Areas and for such other real estate (not a Common Area) which the Board of Directors determines to be in the best interests of the

Association to main (such as, for example but without limitation, landscaping of and additional snow removal on public rights of way.)

- (iv) Designate, hire, and dismiss the contractors or personnel necessary for the management, maintenance, operation, repair, and replacement of the Common Areas and other real estate described in clause (iii) above, and where appropriate, provide for the compensation of such contractors or personnel and for the purchase of equipment, supplies and materials to be used by such contractors or personnel in the performance of their duties.
- (v) Collect the assessments against the Owners, deposit the proceeds therein in bank depositories designated by the Board of Directors and use the proceeds to carry out the functions and administration of the Association.
- (vi) Enact and amend rules and regulations from time to time for the use of Common Areas and, to the extent not inconsistent with the applicable Zoning Ordinance, establish fees for the use of recreational Common Areas; provide, however, that no such rules and regulations so adopted shall be in conflict with the Project Documents and provided further that such rules and regulations shall not be construed so as to impair in any manner the lien of any Mortgage. Rules and regulations shall be reasonably published or distributed throughout the Properties.
- (vii) Open bank accounts on behalf of the Association and designate the signatories thereon.
- (viii) Make, or contract for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the Project Documents.
- (ix) Enforce by legal means the provisions of the Project Documents and the rules and regulations promulgated pursuant thereto. Without limiting the generality of the foregoing, the Board of Directors may assess charges against any Member for any violation of the Project Documents or rules and regulation, subject to the limitations provided in Section 55-513B of the Virginia Code.
- (x) Obtain and carry insurance as provided in the Project Documents and in Article VI of these Bylaws, the cost of which shall be covered by assessments.
- (xi) Pay the cost of all authorized services rendered to the Association and not billed to Owners or otherwise provided for.

- (xii) Keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Common Areas, specifying the expenses of maintenance and repair of the Common Areas and any other expenses incurred. All books and records shall be kept in an accurate and organized manner.
- (xiii) Acquire, hold and dispose of Lots and Common Areas.
- (xiv) Do such other things and acts not inconsistent with the Project Documents which the Board of Directors may be permitted to do under applicable law.
- (xv) Subject to Section 7.3 of these Bylaws, grant permits, licenses and easements under, through or over the Common areas for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Properties.
- (xvi) When it is authorized to do so as set forth in the Declaration, appoint members of the Environmental Review Committee (ERC).
- (xvii) Enter into shared use and/or maintenance agreements.
- (xviii) Establish such other committees with such powers and authority (consistent with the Project Documents) as it shall from time to time deem appropriate. Such committees shall include but not be limited to "Neighborhood Committees" as described in Section 2.10.
- (xix) Make charitable donations.

Section 3.11 Managing Agent

A. *Employment of Managing Agent.* The Board of Directors may employ for the Association a "Managing Agent" at a compensation to be established by the Board of Directors. Any agreement with a Managing Agent shall be for a term not exceeding three years (exclusive of renewals with the consent of the Association and the Managing Agent at the time of expiration of the existing term) and shall by its terms provide that it is terminable for cause (default) if not cured within a maximum of 30 days. Any Managing Agent who handles funds for the Association shall be covered by its own fidelity bond providing the fidelity coverage required by clause (i) of Section 6.5 of these Bylaws and naming the Association as an obligee.

B. *Duties.* The Managing Agent shall perform such duties and services as the Board of Directors shall authorize.

C. *Standards.* The Board of Directors may impose appropriate standards of performance upon the Managing Agent.

Section 3.12. Organizational Meeting. The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be fixed by the Board at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to newly elected members of the Board of Directors in order to legally constitute such meeting, provided a quorum of the Board of Directors be present.

Section 3.13. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and in such place and manner as shall be determined from time to time by a majority of the directors. Such meetings shall be open to members of record to the extent required by Section 55-510 of the Virginia Code. Notice of regular meetings of the Board of Directors shall be given to each director at least three business days before the day named for such meeting.

Section 3.14 Special Meetings. Special meetings of the Board of Directors may be called by the President on three business days' notice to each director, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least a majority of the directors.

Section 3.15 Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors; and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Section 13.1-867B of the Virginia Code, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place, and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.16 Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business; and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.17 Conduct of Meeting. The President shall preside over all meetings of the Board of Directors; and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors, and a record of all transactions and proceedings occurring at such meetings.

Section 3.18. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

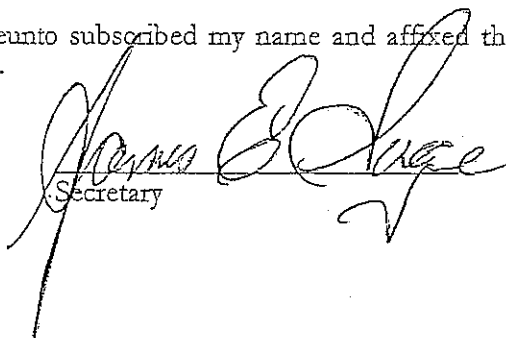
All other Sections of the Bylaws remain in full force and effect.

CERTIFICATION

I, the undersigned, do hereby certify that:

I am the duly elected and acting secretary of The Association at Stonehouse, Inc., a Virginia nonstock corporation and the foregoing amended Article III to the Bylaws constitute the amendment to Bylaws as duly adopted by the Members on April 7, 2008 at a meeting of the Members at which a quorum of the Members was present. The total number of votes cast for and against the amended was 215 in favor of the amendment and 25 against the amendment. The motion to amend was approved with at least 50% of the Class A votes, cast in person or by proxy, voting in favor of the amendment.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association on 9/24, 2008.


Secretary

Bylaws

Bylaws

Of

The Association at Stonehouse, Inc.

ARTICLE I

Plan of Ownership

Section 1.1.	<u>Applicability</u>	1
Section 1.2.	<u>Compliance</u>	1
Section 1.3.	<u>Office</u>	1
Section 1.4.	<u>Composition: Performance of Responsibilities</u>	1

ARTICLE II

Meetings of Association

Section 2.1.	<u>Annual Meetings</u>	1
Section 2.2.	<u>Place of Meetings</u>	1
Section 2.3.	<u>Special Meetings</u>	1
Section 2.4.	<u>Notice of Meetings</u>	2
Section 2.5.	<u>Adjournment of Meetings</u>	2
Section 2.6.	<u>Voting</u>	2
Section 2.7.	<u>Proxies</u>	3
Section 2.8.	<u>Quorum</u>	3
Section 2.9.	<u>Conduct of Meetings</u>	3
Section 2.10.	<u>Voting Representatives</u>	3

ARTICLE III

Board of Directors

Section 3.1.	<u>Number</u>	5
Section 3.2.	<u>Nomination of Directors</u>	5
Section 3.3.	<u>Election of Directors</u>	5
Section 3.4.	<u>Removal of Directors</u>	6
Section 3.5.	<u>Powers and Duties</u>	6
Section 3.6.	<u>Managing Agent</u>	8
Section 3.7.	<u>Vacancies</u>	9
Section 3.8.	<u>Organizational Meeting</u>	9
Section 3.9.	<u>Regular Meetings</u>	9
Section 3.10.	<u>Special Meetings</u>	9
Section 3.11.	<u>Waiver of Notice</u>	9
Section 3.12.	<u>Quorum of Board of Directors</u>	9
Section 3.13.	<u>Compensation</u>	10
Section 3.14.	<u>Conduct of Meetings</u>	10
Section 3.15.	<u>Action Without Meeting</u>	10

ARTICLE IV

Officers

Section 4.1.	<u>Designation</u>	10
Section 4.2.	<u>Election of Officers</u>	10
Section 4.3.	<u>Removal of Officers</u>	10
Section 4.4.	<u>President</u>	10
Section 4.5.	<u>Vice-President</u>	10
Section 4.6.	<u>Secretary</u>	11

Section 4.7.	<u>Treasurer</u>	11
Section 4.8.	<u>Compensation of Officers</u>	11

ARTICLE V

Operation of the Property

Section 5.1.	<u>Fiscal Year</u>	11
Section 5.2.	<u>Preparation and Approval of Budget</u>	11
Section 5.3.	<u>Establishment and Payment of Assessments</u>	12
Section 5.4.	<u>Collection of Assessments</u>	12
Section 5.5.	<u>Statement of Assessments and Access to Records</u>	12
Section 5.6.	<u>Disclosure Packets</u>	12
Section 5.7.	<u>Maintenance, Repair, Replacement and Other Expenses</u>	13

ARTICLE VI

Insurance

Section 6.1.	<u>General Requirements</u>	13
Section 6.2.	<u>Physical Damage Insurance</u>	13
Section 6.3.	<u>Liability Insurance</u>	15
Section 6.4.	<u>Flood Insurance</u>	15
Section 6.5.	<u>Other Insurance</u>	15
Section 6.6.	<u>Separate Insurance by Owners</u>	16
Section 6.7.	<u>Board of Directors as Agent</u>	16
Section 6.8.	<u>Insured</u>	16

ARTICLE VII

Mortgages

Section 7.1.	<u>Meetings: Books and Records</u>	16
Section 7.2.	<u>Audited Statements</u>	16
Section 7.3.	<u>Limitations</u>	17

ARTICLE VIII

Miscellaneous

Section 8.1.	<u>Notices</u>	18
Section 8.2.	<u>Captions</u>	18
Section 8.3.	<u>Gender, Etc.</u>	18
Section 8.4.	<u>Construction</u>	18
Section 8.5.	<u>Amendments</u>	19

ARTICLE I

Plan of Ownership

Section 1.1 Applicability. These Bylaws provide for the governance of The Association at Stonehouse, Inc., a Virginia nonstock corporation (the “Association”). Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration of Covenants, Restrictions, Rights, Affirmative Obligations and Conditions dated as of August 25, 1997, made by Stonehouse Limited Liability Company, recorded in the Clerk’s Office of the Circuit Court of James City County, Virginia, as the same may have been or may hereafter be amended or supplemented from time to time (the “Declaration”), or in the Articles.

Section 1.2. Compliance. Every Owner and all those entitled to occupy a Lot or any portion thereof shall comply with these Bylaws.

Section 1.3. Office. The principal office of the Association shall be located at the Properties or at such other place as may be designated from time to time by the Board of Directors.

Section 1.4. Composition: Performance of Responsibilities. The Association shall consist of all of the Members acting as a group in accordance with the Project Documents. Except as to those matters which the Project Documents or applicable law specifically require to be decided by the vote of the Association (including votes by the Voting Representatives), the responsibilities of the Association shall be performed by the Board of Directors or the Managing Agent as more particularly set forth in Article III of these Bylaws.

ARTICLE II

Meetings of Association

Section 2.1 Annual Meetings. The annual meeting of the Voting Representatives of the Association shall be held during the month of May of each year.

Section 2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

Section 2.3. Special Meetings.

(a) The president shall call a special meeting of the Association or its Voting Representatives if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners holding not less than thirty-five percent of the Class A membership votes. The Declarant may also call a special meeting of the Association or its Voting Representatives during the Period of Declarant Control. The

notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Upon the expiration of the Period of Declarant Control, notice shall be given of a special meeting of the Voting Representatives of the Association at which all of the Class B Directors shall resign, and the Voting Representatives shall thereupon elect successor members of the Board of Directors except for the one director which Declarant may appoint under the Articles.

Section 2.4. Notice of Meetings. The Secretary shall mail to each Voting Representative a notice of each annual or regularly scheduled meeting of the Association at least ten but not more than 60 days prior to such meeting, stating the time and place thereof. Notice of any other meeting shall be sent at least ten but not more than 60 days prior to such meeting, stating the time, place and purpose thereof. Notwithstanding the foregoing, notice of any meeting at which there shall be voted upon any amendment to the Articles, a plan of merger, a proposed sale of assets pursuant to Section 13.1-900 of the Virginia Code or the dissolution of the Association shall be given as required by Section 13.1-842 of the Virginia Code. The mailing of a notice of meeting in the manner provided in these Bylaws shall be considered service of notice. The Secretary may, but is not required to (except as may be required by law), mail notices to other Owners; and the Association may post notice of meetings on the Common Areas and at other locations within the Properties.

Section 2.5. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Owners (or Voting Representatives) holding a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called.

Section 2.6. Voting. Voting at all meetings of the Association shall be on the basis (including the use of Voting Representatives except as otherwise expressly set forth in the Project Documents) set forth in the Articles. Where an Owner himself votes rather than through his Voting Representative and where the ownership of a Lot is in more than one person, the person who shall be entitled to cast the vote appurtenant to such Lot shall be the person named in a certificate executed by all of the Owners of such Lot and filed with the Secretary or, in the absence of such person from the meeting, the person entitled to cast the vote appurtenant to such Lot shall be the person owning such Lot who is present. Where an Owner himself votes rather than through his Voting Representative and if more than one person owning such Lot is present, then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by any of the Project Documents, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Lot (including the Voting Representative) at any meeting of the Association. Except where a greater number is required by law or the Project Documents, the Class B Member (during the Period of Declarant Control) and Owners holding more than one-half of the aggregate Class A membership votes present in person or by proxy or represented by a Voting Representative at

a Duly Called Meeting (“Majority of Owners”) are required to adopt decisions (on those issues on which Members or their Voting Representatives vote) at any meeting of the Association. If Declarant owns or holds title to one or more Lots, Declarant shall have the right at any meeting of the Association to cast the Class A membership votes to which such Lots are entitled. Declarant shall also have the right to cast the Class B membership vote during the Period of Declarant Control. Declarant, as a Member of the Association, shall not be required to disqualify itself in any vote which may come before the Association upon any management contract or other agreement, lease or matter between Declarant or any individual, partnership or corporation having an identity of interest with Declarant or the Association.

Section 2.7. Proxies. A vote (whether of an Owner or a Voting Representative) may be cast in person or by proxy. Proxies shall be duly executed in writing by one with authority to execute deeds pursuant to the requirements of Section 13.1-847 of the Virginia Code and must be filed with the Secretary before or at the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the persons with respect to which the vote is cast. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of eleven months after the execution thereof and, in any event, any proxy (other than those in favor of a Mortgagee) shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy.

Section 2.8. Quorum. Except as otherwise provided in these Bylaws or in the other Project Documents, the presence in person or by proxy of the Class B Member (during the Period of Declarant Control) and Owners (or Voting Representatives in the case of Class A Members other than Declarant and Builders) holding ten percent of the aggregate Class A membership votes shall constitute a quorum at all meetings of the Association.

Section 2.9. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert’s Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Project Documents or applicable law.

Section 2.10. Voting Representatives.

(a) Notwithstanding anything in these Bylaws to the contrary, except for the petition and voting rights set forth in subsections 2.3(a) and 2.10(d) hereof or otherwise required by law and except as otherwise expressly provided in the other Project Documents, all votes of Class A members (other than Declarant’s Class A votes and the Class A votes of Builders) pursuant to these Bylaws shall be exercised by the appropriate Voting Representatives as herein set forth.

(b) Unless otherwise expressly provided, where reference is made in the Project Documents to a majority or other specific percentage of Class A members or of Owners, such reference shall be deemed to be a reference to that percentage of the votes of members or Owners represented or voted by the Voting Representatives plus (unless otherwise expressly excluded) the votes of Declarant and Builders since Declarant's and Builders' votes are not exercised by a Voting Representative.

(c) All meetings of the Voting Representatives may be attended by any Owner.

(d) Each Voting Representative shall have as many votes as there are Lots (other than Lots owned by Declarant and Builders) in the Neighborhood(s) represented by such Voting Representative. Except as may otherwise be required by law, no Voting Representative may split or otherwise allocate less than all of his votes on an issue; except that, in voting on amendments to the Declaration, the Articles or these Bylaws, the Voting Representative shall exercise each of the votes he exercises in the manner desired by the Owner of the Lot to which that vote appertains. The Board of Directors shall create "Neighborhood Committees" (which are not the same as "Neighborhood Associations" as defined in Section 4.5 of the Declaration) which shall be composed and operated as follows:

(i) As soon as practicable after seventy-five percent (75%) of the Lots in a Neighborhood have been conveyed to Owners other than Declarant and Builders, the President or Secretary of the Association shall call a meeting of all Owners in the Neighborhood by giving at least fourteen (14) days written notice of such meeting.

(ii) The President of the Association or his designee shall preside over the meeting of the Owners in the Neighborhood, which meeting shall be conducted in accordance with Section 2.9 of these Bylaws. The quorum for the meeting shall be Owners representing at least 33 $\frac{1}{3}$ % of the Lots in the Neighborhood (excluding Lots owned by Declarant and Builders), in person or by proxy.

(iii) The Owners shall elect a three (3) person "Neighborhood Committee" by casting votes (in person or by proxy, which may be a general proxy) for up to three (3) candidates. The persons receiving the three (3) highest number of votes shall be declared elected as the Neighborhood Committee until the next annual meeting of the Neighborhood.

(iv) Within fifteen (15) days of its election, the Neighborhood Committee shall hold an organizational meeting at which it shall, at a minimum, (i) elect a Chair, (ii) elect the Voting Representative (and if desired, an alternate to serve when the Voting Representative is unavailable) for the Neighborhood and (iii) establish a date for the annual meeting of the Neighborhood, which shall be no later than the last day of February of each year. The Chair shall then advise, in writing, the Secretary of the Association of the results of the foregoing actions.

(v) At each subsequent annual meeting, which shall be conducted as aforesaid and at which the Chair of the Neighborhood Committee shall preside, a new election of the Neighborhood Committee shall be held per paragraphs (ii) and (iii) above, and the Neighborhood Committee shall then proceed per paragraph (iv), above. A Neighborhood Committee member may be re-elected as many times as he receives the requisite number of votes.

(vi) The Neighborhood Committee need not meet more often than annually but may meet as often as it deems appropriate (and shall meet within a reasonable time after the Board of Directors requests that it do so for the purpose of responding to any question(s) put to it by the Board of Directors), but other than as provided in paragraph (iv) above, the function of the Neighborhood Committee shall be advisory only.

(vii) In the event of a vacancy on the Neighborhood Committee, the remaining members thereof shall select an Owner from the Neighborhood to serve until the next annual meeting of such Neighborhood.

(viii) Except as otherwise provided herein or in the Articles, each Neighborhood Committee shall be advisory in nature and shall not exercise any corporate authority on behalf of the Association.

(ix) Until a Lot is represented by a Voting Representative, the Owner of that Lot shall cast the vote appurtenant thereto.

ARTICLE III

Board of Directors

Section 3.1. Number. The affairs of the Association shall be managed under the direction of its Board of Directors. The number of persons comprising the Board of Directors shall be as set forth in the Articles.

Section 3.2. Nomination of Directors. Except with respect to the directors appointed by Declarant, nomination for election to the Board of Directors shall be made by a nominating committee established by the Board of Directors. Directors to be elected by the Class A Members (voting through their Voting Representatives or by Owners who are Builders) may also be nominated from the floor.

Section 3.3. Election of Directors. The Directors shall be elected or appointed in the manner provided in the Articles. Except as otherwise provided in the Articles and except as provided in subsection 2.3(b) above upon the expiration of the Period of Declarant Control, Class A Director(s) shall be elected at each annual meeting of the Association. The candidate(s) for Class A Directors receiving the most votes shall be elected. Class A Directors shall serve until the next annual meeting following their elections. However, at the first annual meeting following the date when Class A Members (or their Voting

Representatives) will elect at least four of the five directors, the two elected directors receiving the most votes will serve for 3-year terms and the remaining elected directors will serve for 2-year terms. Thereafter, all elected directors shall serve for 2-year terms. Elections for Class A Director shall be by ballot of the Voting Representatives.

Section 3.4. Removal of Directors. Class A Directors may be removed in the manner provided in the Articles. A Class A Director whose removal has been proposed shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting at which a vote is to be taken on his removal. Class B Directors may be removed at any time, with or without cause, by Declarant.

Section 3.5. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are by applicable law or the Project Documents required to be exercised and done by the Association. If applicable, the Board of Directors may from time to time elect to have the Association treated as a "homeowner's association" within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. The Board of Directors shall have the power to designate those officers authorized to provide statements and waivers to Owners as may be desirable or required pursuant to the Project Documents or by law. The Board of Directors may delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3.6), if any, which may arise between meetings of the Board of Directors as the Board of Directors deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall on behalf of the Association:

(i) Prepare an annual budget in which there shall be established the regular and neighborhood assessments; establish the due dates for budgets from any Neighborhood Association.

(ii) To the extent permitted by the Declaration, make assessments to defray the costs and expenses of the Association including adequate reserves, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payments of the assessments. Unless otherwise determined by the Board of Directors and except as may be set forth in the Declaration (or in any Supplemental Declaration in the case of a neighborhood assessment), the regular and neighborhood assessments against each Lot shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each calendar quarter.

(iii) Provide for the operation, care, upkeep, maintenance and servicing of the Common Areas and for such other real estate (not a Common Area) which the Board of Directors and the Class B Member (during the

Period of Declarant Control) determine to be in the best interest of the Association to maintain (such as, for example but without limitation, landscaping of and additional snow removal on public rights of way).

(iv) Designate, hire and dismiss the personnel necessary for the management, maintenance, operation, repair and replacement of the Common Areas and other real estate described in clause (iii) above and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

(v) Collect the assessments against the Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the functions and administration of the Association.

(vi) Enact and amend rules and regulations from time to time for the use of the Common Areas and, to the extent not inconsistent with the applicable Zoning Ordinance, establish fees for the use of recreational Common Areas; provided however, that no such rules and regulations so adopted shall be in conflict with the Project Documents and provided further that such rules and regulations shall not be construed so as to impair in any manner the lien of any Mortgage. Rules and regulations shall be reasonably published or distributed throughout the Properties.

(vii) Open bank accounts on behalf of the Association and designate the signatories thereon.

(viii) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Common Areas in accordance with the Project Documents.

(ix) Enforce by legal means the provisions of the Project Documents and the rules and regulations promulgated pursuant thereto. Without limiting the generality of the foregoing, the Board of Directors may assess charges against any Member for any violation of the Project Documents or rules and regulations, subject to the limitations provided in Section 55-513B of the Virginia Code.

(x) Obtain and carry insurance as provided in the Project Documents and in Article VI of these Bylaws, the cost of which shall be covered by assessments.

(xi) Pay the cost of all authorized services rendered to the Association and not billed to Owners or otherwise provided for.

(xii) Keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Common Areas, specifying the expenses of maintenance and repair of the Common Areas and any other expenses incurred. All books and records shall be kept in an accurate and organized manner.

(xiii) Acquire, hold and dispose of Lots and Common Areas.

(xiv) Do such other things and acts not inconsistent with the Project Documents which the Board of Directors may be permitted to do under applicable law.

(xv) Subject to Section 7.3 of these Bylaws, grant permits, licenses and easements under, through and over the Common Areas for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Properties.

(xvi) When it is authorized to do so as set forth in the Declaration, appoint members of the Environmental Review Committee or any Modifications Review Committee.

(xvii) Enter into shared use and/or maintenance agreements.

(xviii) Establish such other committees with such powers and authority (consistent with the Project Documents) as it shall from time to time deems appropriate. Such committees shall include but not be limited to "Neighborhood Committees" as described in Section 2.10.

(xix) Make charitable contributions.

Section 3.6. Managing Agent.

(a) Employment of Management Agent. The Board of Directors may employ for the Association a "Managing Agent" at a compensation to be established by the Board of Directors. Any agreement with a Managing Agent shall be for a term not exceeding three years (exclusive of renewals with the consent of the Association and the Managing Agent at the time of expiration of the existing term) and shall by its terms provide that it is terminable for cause (default) if not cured within a maximum of 30 days. Any Managing Agent who handles funds for the Association shall be covered by its own fidelity bond providing the fidelity coverage required by clause (i) of Section 6.5 of these Bylaws and naming the Association as an obligee.

(b) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in clauses (i), (iii), (iv), (v), (viii), (ix), (x), (xi), (xii) and (xiv) of Section 3.5 of these Bylaws and furnishing disclosure packets to purchasers of Lots pursuant

to Section 55-512 of the Virginia Code. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in clauses (ii), (vi), (vii), xiii), (xv), (xvi), (xvii), (xviii) and (xix) of Section 3.5 of these Bylaws.

(c) Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent.

Section 3.7. Vacancies. Vacancies in the Board of Directors shall be filled in the manner specified by the Articles.

Section 3.8. Organizational Meeting. The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, provided a quorum of the Board of Directors shall be present.

Section 3.9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and in such place and manner as shall be determined from time to time by a majority of the directors. Such meetings shall be open to members of record to the extent required by Section 55-510 of the Virginia Code. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telegraph or telefacsimile, at least three business days before the day named for such meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Declarant (during the Period of Declarant Control) or by the President on three business days notice to each director, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least a majority of the directors.

Section 3.11. Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors; and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Section 13.1-867B of the Virginia Code, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business; and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any

business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.13. Compensation. No director shall receive any compensation from the Association for acting as such; however, any director may be reimbursed for actual expenses incurred.

Section 3.14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors; and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors, and a record of all transactions and proceedings occurring at such meetings.

Section 3.15. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLE IV

Officers

Section 4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. Any other officers may, but need not, be members of the Board of Directors.

Section 4.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors and have all of the general powers and duties which are incident to the office of president of a corporation organized under the Virginia Nonstock Corporation Act.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of

Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Owners, Voting Representatives and Mortgagees requesting notices shall be delivered; upon request by a conveying Owner, deliver statements of all unpaid assessments applicable to the Lot to be conveyed; execute notices of delinquent assessment in accordance with the Project Documents; execute notices of and releases of the lien for delinquent assessments as described in the Project Documents; and perform the duties described elsewhere in these Bylaws and, in general, perform all of the duties incident to the office of secretary of a corporation organized under the Virginia Nonstock Corporation Act.

Section 4.7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data, and for the deposit of all monies and other valuables in the name of the Association in such depositories as may from time to time be designated by the Board of Directors and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the Virginia Nonstock Corporation Act.

Section 4.8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such; however, any officer may be reimbursed for actual expenses incurred as such officer.

ARTICLE V

Operation of the Property

Section 5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

Section 5.2. Preparation and Approval of Budget. The Board of Directors shall adopt a budget for each fiscal year (including, without limitation, expenses to be covered by Neighborhood Assessments). In adopting a budget, the Board of Directors may establish a reserve fund to cover Common Area (including fixtures and building service equipment and personal property owned by the Association) maintenance expenses and other costs and such other reserves as the Board of Directors shall determine (including a reserve for the deductible on physical damage and flood insurance policies). The Declarant and the Board of Directors shall not be personally liable for the inadequacy of any reserve fund. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year after the initial budget is adopted shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner liable

therefor shall continue to pay each periodic installment at the rate established for the previous fiscal year until notice of the periodic payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

Section 5.3. Establishment and Payment of Assessments. Assessments shall be established and levied as set forth herein and in the other Project Documents. Each Owner liable therefor shall pay the assessments established by these Bylaws and the other Project Documents. No Owner shall be liable for the payment of any part of the assessments against his Lot and due subsequent to the date of recordation of a conveyance by him in fee of such Lot to a successor Owner (except a conveyance as security for the performance of an obligation). Each such assessment, together with interest due thereon and costs of collection (including attorneys' fees), shall be the personal obligation of the Owner at the time the assessment fell due.

Section 5.4. Collection of Assessments. The Association, or the Managing Agent at the request of the Board of Directors, may take action to collect any assessments due from any owner. Each defaulting Owner shall also pay all costs of collection, including without limitation attorneys' fees, incurred in the collection of any unpaid assessment and shall also pay any expense incurred as a result of a check being returned to the Association without payment.

Section 5.5. Statement of Assessments and Access to Records. In addition to complying with the requirements of Section 5.6 of these Bylaws, the Secretary shall promptly provide any Owner, contract purchaser or Mortgagee so requesting the same in writing with a copy of the current Project Documents and rules and regulations and a written statement of the amount of the assessments levied against the Lot and all unpaid assessments due from such Owner. The Association shall make available for inspection and copying by a Member or his authorized agent or any Mortgagee, current copies of the Project Documents and rules and regulations of the Association and all books, records and financial statements kept by the Association. The right of examination shall exist without reference to the duration of the membership and may be exercised during reasonable business hours or at a mutually convenient time and location and upon five days' written notice. The Association may impose and collect a charge, reflecting the actual cost of materials and labor, before providing copies of any documents, books and records.

Section 5.6. Disclosure Packets. In addition to providing a statement of assessments and making the Association's documents and records available as provided in Section 5.5, the Association shall provide to the Owner of a Lot who has contracted to sell the same, within 14 days of the actual receipt by the Association of a written request therefor and receipt of the appropriate fee, a disclosure packet containing all of the documents and other information required under Section 55-512 of the Virginia Code. The Association may charge a fee for the preparation and issuance of each disclosure packet to reflect the actual cost of the preparation thereof, not to exceed the fee then permitted by the Property Owner's Association Act.

Section 5.7. Maintenance, Repair, Replacement and Other Expenses. The Association shall be responsible for such maintenance, repair and replacement of the Common Areas and other property as is set forth in the Project Documents. Unless otherwise determined by the Board of Directors, all repairs and replacements shall be substantially similar to the original construction and installation and shall be of good quality.

ARTICLE VI

Insurance

Section 6.1. General Requirements.

(a) Purchase of Insurance. All insurance policies relating to Common Areas shall be purchased by the Association, and Declarant shall have no obligation to purchase the same. Neither the Declarant, the Board of Directors nor the Managing Agent shall be liable for failure to obtain any coverage required by the Project Documents or by this Article VI or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies or if such coverage is available only at unreasonable cost.

(b) Required Provisions in Policies. Each insurance policy for the Common Areas shall provide that:

(i) The insurer waives any rights to claim (A) by way of subrogation against Declarant, the Association, the Board of Directors, the Managing Agent or the Owners and their respective lessees, and (B) invalidity arising from acts of the insured.

(ii) Such policy may not be cancelled, not renewed or materially modified (such as a reduction in coverage) without at least thirty (30) days (fifteen days if due to non-payment of premium) prior written notice to the Association, any Managing Agent and Mortgagees who have requested such notification.

(c) Declarant as Beneficiary. Declarant and its Mortgagees, so long as Declarant shall own any Lot, may benefit from all such policies as an owner.

(d) Insurance Companies. All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of property/casualty insurance, holding a rating of B/III or better by the A.M. Best Company Insurance Reports or Key Rating Guide.

Section 6.2. Physical Damage Insurance.

(a) All Risk Coverage. The Association shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of “all risk”

insuring the improvements to the Common Areas (including fixtures and building service equipment and personal property owned by the Association), naming the Association as insured for the use and benefit of all Owners in an amount equal to not less than 100% of the insurable replacement cost of the improvements to the Common Areas (exclusive of land, excavations, foundations and other items usually excluded from such coverage), such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Any deductible shall not exceed the lesser of \$10,000 or 1% of the policy face amount, and the amount of such deductible shall be included in establishing the level of reserves.

(b) Required Provisions. Such policy shall also provide (unless otherwise provided):

(i) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made not to do so.

(ii) The following endorsements (or equivalent) if applicable and available: (A) “contingent liability from operation of building laws”, “demolition cost” and “increased cost of construction”, (B) “agreed amount” or its equivalent and “inflation guard,” and (C) “steam boiler and machinery coverage” with minimum liability per accident of not less than the lesser of the insurable value of the building housing the boiler or machinery or \$2,000,000.

(iii) That any “no other insurance” clause expressly excludes individual Owners’ policies from its operation so that the physical damage policy purchased by the Association shall be deemed primary coverage and any individual Owners’ policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Association hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Mortgagees, unless otherwise required by law.

(c) Delivery of Policies to Mortgagees. A duplicate original or certified copy of the policy of physical damage insurance, all renewals thereof and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer at least ten days prior to the expiration of the then current policy to any Mortgagee requesting the same.

(d) Prohibited Provisions. The Association shall not obtain a policy where (i) under the terms of the carrier’s charter, bylaws or policy, contributions or assessments may be made against any Owner or Mortgagee or mortgage loan servicer or become a lien on the Properties; or (ii) by the terms of the carrier’s charter, bylaws or policy, loss payments are contingent upon action by the carrier’s board of directors, policyholders or members; or (iii) the policy includes any limiting clauses

(other than insurance conditions) which could prevent the Association from collecting insurance proceeds.

Section 6.3. Liability Insurance. The Association shall obtain and maintain commercial general liability and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than \$1,000,000 per occurrence for bodily injury and property damage), insuring the Association, each member of the Board of Directors, the Managing Agent, each Owner and Declarant against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Areas, public ways and other areas (if any) under the supervision of the Association (and commercial spaces, if any, owned by the Association) including, to the extent applicable and available: host liquor liability, comprehensive automobile liability, contractual liability, garage keeper's liability, elevator collision liability and bailee's liability. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying liability to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

Section 6.4. Flood Insurance. The Association shall obtain and maintain flood insurance as to any improvements on the Common Areas which are located in a Special Flood Hazard Area (i.e. those areas designated A, AE, AH, AO, A1-30, A-99, V, VE or V1-30 on a Flood Insurance Rate Map), providing coverage for 100% of the insurable value of such improvements including machinery and equipment owned by the Association (but not in excess of the maximum amount of insurance sold under the National Flood Insurance Administration program for the type of improvements insured). Any deductible shall not exceed the lesser of \$5,000 or 1% of the policy face amount.

Section 6.5. Other Insurance. The Association shall obtain and maintain (if applicable):

(i) Blanket fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of the Association and all others who handle, or are responsible for, funds of the Association. Such fidelity bond shall: (A) name the Association as an obligee; (B) be written in an amount to cover the maximum funds that will be in the custody of the Association or its Managing Agent at any one time; and (C) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(ii) Workmen's compensation and employer's liability insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent as an additional insured; and

(iii) Such other insurance (including directors and officers insurance) as the Board of Directors may determine to obtain.

Section 6.6. Separate Insurance by Owners. Except to the extent the same is the responsibility of the Association or any separate Neighborhood Association pursuant to any Supplemental Declaration, each Owner shall have the right and responsibility, at his own expense, to obtain insurance for his own Lot and improvements thereon and for his own benefit; provided however, that no Owner shall be entitled to exercise his right to obtain such insurance coverage so as to decrease the amount which the Association, on behalf of all Owners, may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by an Owner. All such policies shall contain waivers of subrogation as against the Association and its Board of Directors, the Declarant and any Managing Agent, and their respective agents and employees. No Owner shall obtain separate insurance policies in conflict with this Section.

Section 6.7. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each Owner, each Mortgagee, other named insured and their beneficiaries and any other holder of a lien or other interest in the Properties to adjust and settle all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims and to pursue and settle all claims arising out of the taking by way of eminent domain of any of the Common Area.

Section 6.8. Insured. Each insurance policy maintained by the Association shall name, as the insured, "The Association at Stonehouse, Inc., an association of owners of the Stonehouse development for the use and benefit of the individual owners."

ARTICLE VII

Mortgages

In addition to the rights set forth in Section 9.6 of the Declaration, any Mortgagee shall have the following rights:

Section 7.1. Meetings: Books and Records. Upon request, any Mortgagee shall be entitled to receive written notice of meetings of the Association, and all Mortgagees or their designees shall be entitled to attend meetings of the Association and shall have the right to speak at such meetings. All Mortgagees shall have the right to examine the books and records of the Association.

Section 7.2. Audited Statements. Once the Properties consist of 50 or more Lots, the Association shall make an audited financial statement available for the preceding fiscal year (if the Properties have been established for a full fiscal year) available to any first Mortgagee upon submission of a written request therefor. The audited financial statement shall be available within 120 days of the Association's fiscal year-end. So long as the Properties consist of fewer than 50 Lots and there is no audited statement available, any Mortgagee may have an audited statement prepared at its own expense. The foregoing requirements of this Section 7.2 shall be inapplicable unless and until Mortgages on Lots are

approved for purchase or securitization by the Federal National Mortgage Association and Declarant has consented to the implementation of this Section 7.2 (which consent shall be reflected in a Supplemental Declaration executed by Declarant). Upon request, any Mortgagee shall be entitled to receive a copy of any audited financial statement prepared for the Association.

Section 7.3. Limitations.

(a) Certain Actions of the Association. Notwithstanding anything herein to the contrary, any action by the Association which could affect an owner's easement in the Common Area [i.e. a deed of trust, conveyance or dedication of the Common Areas or a merger, consolidation or dissolution of the Association or subjecting real estate to the Declaration (other than the Additional Area described in Section 2.1 of the Declaration, which Declarant may subject to the Declaration pursuant to Sections 2.2 and 2.3 thereof without the approval of any other Owner)] shall require the approval of the Class B Member (during the Period of Declarant Control) and the vote of 67% of the Class A votes (including Declarant as to Class A votes held by Declarant) cast in person or by proxy or by voting Representative at a Duly Called Meeting.

(b) Approval of Eligible Mortgagees. Amendments of a material nature to the Project Documents must be approved by first Mortgagees who have requested the Association to notify them of any proposed action requiring the consent of a specified percentage of such Mortgagees ("Eligible Mortgagees") and who represent at least 51% of the votes of the Lots that are subject to Mortgages held by Eligible Mortgagees. A change in the provisions of the Project Documents relating to any of the following shall be considered material: (i) voting rights; (ii) an increase in regular assessments that raise the previously assessed amount by more than 25%; assessment liens or the priority of assessments liens; (iii) reductions in reserves by more than 50% for maintenance, repair and replacement of Common Areas; (iv) responsibility for maintenance and repairs of Common Areas; (v) reallocation of interests in the Common Areas or rights to their use; (vi) redefinition of Lot or Common Area boundaries (only as to Lots subject to an Eligible Mortgage); (vii) the addition, annexation or withdrawal of property to or from the Declaration; (viii) hazard or fidelity insurance requirements; (ix) imposition of restrictions on the leasing of Lots; (x) imposition of any restrictions on an Owner's right to sell or transfer his Lot; (xi) a decision by the Association to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgagee; (xii) restoration or repair of Common Areas (after damage or partial condemnation) in a manner other than that specified in the Project Documents; (xiii) any provisions that expressly benefit Mortgagees, or (xiv) termination of the Declaration (however, if termination is other than after substantial destruction or termination, then consent shall be required of Eligible Mortgagees who represent at least 67% of the votes of the Lots that are subject to Mortgages held by Eligible Mortgagees). An Eligible Mortgagee will be deemed to have approved an amendment to the Project Documents if it fails to submit a response to any written proposal for an amendment within 30

days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a “return receipt” requested. Exercise by Declarant of its reserved rights in the Project Documents (including for example those rights set forth in Article II and Sections 4.5 and 7.12 and the second sentence of Section 9.4 of the Declaration) shall not be deemed “amendments of a material nature to the Project Documents” within the meaning of this subsection 7.3 (b); therefore, this subsection 7.3(b) shall be inapplicable thereto. This subsection 7.3(b) shall be inapplicable unless and until Mortgages on Lots are approved for purchase or securitization by the Federal National Mortgage Association and Declarant has consented to the implementation of this subsection 7.3(b) (which consent shall be reflected in a Supplemental Declaration executed by Declarant).

ARTICLE VIII

Miscellaneous

Section 8.1. Notices. All notices, demands, requests, statements or other communications under these Bylaws shall be in writing and, unless otherwise required by law, shall be either delivered in person or if sent by U.S. first class mail, postage prepaid, (i) if to an owner or Voting Representative, at the address which the Owner or Voting Representative shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such owner or Voting Representative, or (ii) if to the Association, at c/o Stonehouse Limited Liability Company, P.O. Drawer 759, Toano, Virginia 23168, or to such other address as shall be designated either by notice in writing to the Owners pursuant to this Section or by recorded Supplemental Declaration executed only by Declarant and the Association, or (iii) if to a Mortgagee, to the address provided by the Owner or to such other address as the Mortgagee may specify by written notice to the Association. All such notices, demands, requests, statements or other communications shall be deemed to have been given upon the earlier of (i) delivery at the appropriate address above, whether in person, by express courier or by mail, or (ii) three business days after the postmark date of mailing. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request, statement or other communication.

Section 8.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 8.3. Gender, Etc. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 8.4. Construction. These Bylaws are intended to comply with applicable laws and shall be so interpreted and applied. In the event of conflict between the other Project Documents and these Bylaws, the other Project Documents shall control.

Section 8.5. Amendments. Subject to subsection 7.3(a) and Sections 7.2 and 8.1 above and Sections 2.2 and 2.3 and 9.4 of the Declaration and except as otherwise expressly provided in the Project Documents, these Bylaws may be amended (i) during the period of Declarant Control by the Board of Directors only with the approval of the Class B Member and (ii) after the Period of Declarant Control by the vote of more than 50% of the Class A votes (including Declarant as to Class A votes held by Declarant) cast in person or by proxy or by Voting Representative at a Duly Called Meeting; however, if subsection 7.3(b) applies, any material change as defined in subsection 7.3(b) hereof shall require the approval of the Class B Member (during the Period of Declarant Control) and the approval of at least 67% of the Class A votes (which votes may be exercised by the Voting Representative except for Class A votes held by Declarant or Builders) in the Association (including Declarant as to Class A votes held by it).

Declaration

970015414

Prepared by: McGuire, Woods, Battle & Boothe, L.L.P.

RE-RECORDED

DECLARATION OF COVENANTS,
RESTRICTIONS, RIGHTS, AFFIRMATIVE OBLIGATIONS
AND CONDITIONS

by

STONEHOUSE LIMITED LIABILITY COMPANY,
a Virginia limited liability company

"STONEHOUSE"
JAMES CITY COUNTY, VIRGINIA

NOTE: Except as described below, this Declaration represents a duplication of the Declaration recorded as Document No. 970014159. This recordation was effected solely for the purpose of correcting the page references in the Table of Contents to reflect a renumbering of the pages. It is otherwise substantively identical to the earlier recorded document.

ARTICLE I - DEFINITIONS	5
Section 1.1 Definitions.	5
Section 1.2 Interpretation.	8
ARTICLE II - ADDITIONS TO THE PROPERTIES, SUPPLEMENTAL DECLARATIONS .	8
Section 2.1 Additional Area.	8
Section 2.2 Right to Subject Additional Area to Declaration.	8
Section 2.3 Supplemental Declarations.	9
Section 2.4 Power Not Exhausted by One Exercise, Etc.	9
Section 2.5 Development of Additional Area.	9
Section 2.6 Assessments and Voting Rights in Additional Areas.	10
Section 2.7 Master Plan.	10
Section 2.8 Mail Service.	10
ARTICLE III - COMMON AREAS; RECREATIONAL FACILITIES	10
Section 3.1 Obligations of the Association.	10
Section 3.2 Owners' Rights of Enjoyment and Use of Common Areas.	10
Section 3.3 General Limitations on Owners' Rights.	10
Section 3.4 Delegation of Use.	11
Section 3.5 Damage or Destruction of Common Area by Owner.	11
Section 3.6 Rights in Common Areas Reserved by Declarant.	12
Section 3.7 Title to Common Area.	12
Section 3.8 Conveyance of Open Space.	12
ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION	12
Section 4.1 Owners as Members.	12
Section 4.2 Classes of Membership.	12
Section 4.3 Voting Representatives.	12
Section 4.4 Articles and Bylaws to Govern; Property Owners' Association Act.	13
Section 4.5 Neighborhood Associations.	13
ARTICLE V - ASSESSMENTS	13
Section 5.1 Creation of the Lien and Personal Obligation for Assessments.	13
Section 5.2 Purpose of Assessments.	14
Section 5.3 Regular Assessments; Maximum Amount.	14
Section 5.4 Special Assessments.	14
Section 5.5 Neighborhood Assessments.	14
Section 5.6 Individual Assessment.	15
Section 5.7 Assessment Rate.	15
Section 5.8 Loans from Declarant.	15
Section 5.9 Date of Commencement of Regular Assessment; Due Dates.	16
Section 5.10 Effect of Nonpayment of Assessments; Remedies of Association.	16
Section 5.11 Priority of Assessment Liens.	16
Section 5.12 Exempt Property.	17

ARTICLE VI - ENVIRONMENTAL CONTROL.....	17
Section 6.1 Environmental Review Committee.....	17
Section 6.2 Plans to be Submitted.....	17
Section 6.3 Consultation with Architects, etc.; Administrative Fee.....	18
Section 6.4 Approval of Plans.....	18
Section 6.5 No Structures to be Constructed, etc. Without Approval.....	18
Section 6.6 Guidelines May Be Established.....	19
Section 6.7 Limitation of Liability.....	19
Section 6.8 Other Responsibilities of Environmental Review Committee.....	19
Section 6.9 Envelopes and Setbacks.....	19
ARTICLE VII - RESTRICTIONS.....	20
Section 7.1 General Restrictions.....	20
Section 7.2 Quiet Enjoyment.....	20
Section 7.3 Appearance.....	20
Section 7.4 Dumping on Common Areas.....	20
Section 7.5 Use of Residential Lots.....	20
Section 7.6 Leases.....	20
Section 7.7 Model Homes and Sales Office.....	20
Section 7.8 Completion of Dwelling Units.....	20
Section 7.9 Construction Trailers, Etc.....	20
Section 7.10 Boats, Trailers, Etc.....	21
Section 7.11 Subdivision of Lots.....	21
Section 7.12 Animals.....	21
Section 7.13 Antennas.....	21
Section 7.14 Clothes Lines.....	21
Section 7.15 Signs and Plans/Permit Boxes.....	21
Section 7.16 Trees; Excavation.....	22
Section 7.17 Underground Utility Lines.....	22
Section 7.18 Trash Receptacles and Collection.....	22
Section 7.19 Fixtures.....	22
Section 7.20 Swimming Pools.....	22
Section 7.21 Golf Course.....	22
Section 7.22 Water and Sewer; Irrigation.....	23
Section 7.23 Yard Sales.....	23
ARTICLE VIII - EASEMENTS.....	23
Section 8.1 Utility Easements.....	23
Section 8.2 Erosion Control.....	24
Section 8.3 Maintenance of Lots.....	24
Section 8.4 Additional Easements.....	25
Section 8.5 Conservation Easements.....	25

ARTICLE IX - GENERAL PROVISIONS.....	25
Section 9.1 Enforcement.....	25
Section 9.2 Severability.....	25
Section 9.3 Covenants Running with the Properties; Term of Declaration.....	25
Section 9.4 Amendments.....	26
Section 9.5 Notices.....	27
Section 9.6 Notices to Mortgagees.....	27
Section 9.7 Approvals and Consents.....	27
Section 9.8 Assignment of Declarant's Rights.....	27
Section 9.9 Effective Date.....	27
Section 9.10 Successors and Assigns.....	28

Exhibit A - Initial Properties

Exhibit B - Description of a Portion of the Additional Area

THIS DECLARATION OF COVENANTS, RESTRICTIONS, RIGHTS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS is dated as of August 25, 1997 by STONEHOUSE LIMITED LIABILITY COMPANY, a Virginia limited liability company, and provides:

All of the real estate described in Exhibit A hereto, and such additions thereto as may hereafter be made pursuant to Article II hereof (but as to such additions, subject to any additions, deletions and modifications to the provisions hereof as are made pursuant to Sections 2.2, 2.3 and 4.5), are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, as the same may be amended or supplemented from time to time.

ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used herein, the terms listed below shall have the indicated meanings unless otherwise required by the context:

Additional Area shall have the meaning set forth in Section 2.1 of this Declaration.

Articles shall mean the articles of incorporation of the Association, as the same may be amended from time to time.

Association shall mean The Association at Stonehouse, Inc., a Virginia nonstock corporation, and its successors.

Builder shall mean an Owner who purchase his Lot directly from Declarant for the purpose of constructing improvements thereon for sale to a third party and not for occupancy by the Builder. In case of doubt, the Board of Directors of the Association shall have the final authority to determine who is and is not a Builder.

Bylaws shall mean the bylaws of the Association, as the same may be amended from time to time.

Clerk's Office shall mean the Clerk's Office of the Circuit Court of James City County, Virginia, or, if any of the Additional Area is located in New Kent County, then as to such Additional Area, the Clerk's Office of the Circuit Court of New Kent County, Virginia.

Common Area(s) shall mean (i) all real estate specifically designated as "Common Area" or "Limited Common Area" on recorded plats of the Properties, in any Supplemental Declaration or in any amendment to this Declaration or in any other instrument executed by Declarant and recorded in the Clerk's Office, and (ii) all other real property and improvements and facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of Owners. The Common Area shall not include any golf course. Common Areas may include, for example but without limitation, recreational, social and educational areas and facilities, trails, community center(s), undisturbed natural areas and wildlife habitats.

Conservation Easements shall mean those portions of the Properties (designated as such or as "conservation easement for undisturbed natural open space" on a subdivision plat or in a Supplemental Declaration or in a separate easement granted to the County) subject to covenants and/or restrictions in order to implement the Chesapeake Bay Preservation Act and requiring that the areas encumbered thereby be generally left as undisturbed natural open spaces.

County shall mean James City County, Virginia, or, if any of the Additional Area is located in New Kent County, then as to such Additional Area, New Kent County, Virginia.

Declarant shall mean Stonehouse Limited Liability Company, a Virginia limited liability company, and its successors and assigns as developers of the Properties to whom Declarant has assigned its rights hereunder by instrument(s) recorded in the Clerk's Office as provided in Section 9.8.

Declaration shall mean this instrument, as the same may from time to time be amended or supplemented.

Duly Called Meeting shall mean a meeting of the Members or Voting Representatives, as applicable, of the Association for which notice has been duly given and at which a quorum (if applicable) is present, all in accordance with the Bylaws.

Environmental Review Committee shall have the meaning set forth in Section 6.1 of this Declaration.

Golf Course shall mean any golf course(s) contiguous to the Properties including any practice range, club house and related facilities.

Golf Course Area shall mean that portion of a Lot or Common Area which is designated as such on a subdivision plat or in a Supplemental Declaration.

Golf Cart Path Easement shall mean those easements (whether or not labeled as such) encumbering a Lot or the Common Area for golf cart travel in connection with operation of the Golf Course and either created by a recorded instrument from Declarant or by a Supplemental Declaration executed by only Declarant or shown on a subdivision plat of a portion of the Properties.

Guidelines shall be as defined in Section 6.1.

Limited Common Area(s) shall mean Common Area(s), the use of which is limited to one or more but less than all of the Owners.

Lot shall mean (i) any lot which is shown on a recorded subdivision plat of a portion of the Properties (or any subsequently recorded subdivision plat) and on which is to be constructed a single family detached residence, a townhouse, zero lot line residence or other dwelling unit, whether or not attached to other residences, but excluding condominium units, and (ii) as to each portion of the Properties developed as a condominium, each unit shown on the recorded

condominium instruments, as the same may be amended or supplemented from time to time, (iii) as to each discrete parcel or section of the Properties on which there is constructed a multifamily rental project (a "Multifamily Rental Lot"), the entire parcel or section or, if the section has been subdivided, each portion thereof separately owned, and (iv) any tract or parcel of the Properties designated by Declarant as a "Lot" in a Supplemental Declaration or deed or other recorded instrument. The term "Lot" shall not include Common Areas, streets or other properties dedicated and accepted by a public authority.

Member shall mean every person or entity who holds membership in the Association.

Mortgage shall mean a deed of trust.

Mortgagee shall mean the holder, insurer or guarantor of a note secured by a Mortgage.

Multifamily Rental Lot shall be as defined in the definition of "Lot" herein.

Neighborhood shall mean and refer to a portion or portions of the Properties designated and redesignated from time to time by the Declarant as a "Neighborhood" in a Supplemental Declaration(s) for purposes such as voting, assessment, level of service and other reasons.

Neighborhood Association shall have the meaning described in Section 4.5.

Owner shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Period of Declarant Control shall mean the period of time from the date of recordation of this Declaration until the Class B membership in the Association terminates as provided in the Articles.

Project Documents shall mean this Declaration, any applicable Supplemental Declaration, the Articles and the Bylaws.

Properties shall mean that certain real property described in Exhibit A attached hereto and such portion(s) of the Additional Area as may hereafter be subjected in whole or in part to this Declaration by Declarant pursuant to Article II hereof.

Supplemental Declaration shall have the meaning set forth in Section 2.3 of this Declaration.

Virginia Code shall mean the Code of Virginia (1950), as amended, and in effect as of the date of recordation of this Declaration and as amended from time to time thereafter. If any sections of the Virginia Code referred to in this Declaration are hereafter repealed or recodified, each such reference shall be deemed to apply to the section of the Virginia Code that is the successor to the previous section referred to herein.

Zoning Ordinance shall mean the zoning ordinance, proffers, conditional and special use permits, variances and other zoning regulations and zoning approvals of the County applicable to any portion of the Properties, as they may be amended, supplemented, varied or waived from time to time (but only to the extent applicable to the Properties).

Section 1.2 Interpretation. For the purpose of construing this Declaration, unless the context indicates otherwise, words in the singular number shall be deemed to include words in the plural number and vice versa, and words in one gender shall be deemed to include words in all other genders. The table of contents, titles to articles and section headings are for convenience only and neither limit nor amplify the provisions of this Declaration. Unless otherwise provided, references herein to a Section or Article shall mean a Section or Article of this Declaration.

ARTICLE II ADDITIONS TO THE PROPERTIES; SUPPLEMENTAL DECLARATIONS

Section 2.1 Additional Area. The real estate which is subject to this Declaration as of the date of recordation of this Declaration is described in Exhibit A hereto. Declarant contemplates the extension of this Declaration to certain additional portions of the real estate described in Exhibit B hereto and the possible extension of this Declaration to other real estate from time to time hereafter designated by the Declarant and located within a 1-mile radius of the real estate described in Exhibit A and Exhibit B (the real estate described in Exhibit B and such other real estate and within such 1-mile radius being collectively referred to as the "Additional Area"). However, Declarant shall not be obligated to bring all or any part of the Additional Area within the scheme of development established by this Declaration, and no negative reciprocal easement shall arise out of this Declaration so as to benefit or bind any portion of the Additional Area until such portion of the Additional Area is expressly subjected to the provisions of this Declaration in accordance with Section 2.2 below, and then such portion of the Additional Area shall be subject to any additions, deletions and modifications as are made pursuant to Sections 2.2, 2.3 and 4.5.

Section 2.2 Right to Subject Additional Area to Declaration. Declarant reserves the right, at its discretion, at such time or times as it shall determine on or before thirty (30) years from the date of recordation of this Declaration, to subject the Additional Area, or such portion(s) thereof as Declarant shall determine, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining, to the provisions of this Declaration in whole or in part. Any portion of the Additional Area which is not, within thirty (30) years after the date of recordation of this Declaration, subjected to the provisions of this Declaration in whole or in part pursuant to this Section 2.2 and thereby constituted a part of the "Properties", shall cease to be "Additional Area". Each of the additions authorized pursuant to this Section 2.2 shall be made by Declarant executing and recording in the Clerk's Office an appropriate instrument (which may be a "Supplemental Declaration" as described in Section 2.3) describing the portion(s) of the Additional Area subjected to this Declaration, which instrument shall also be executed by the Mortgagee of any Mortgage encumbering such property for the purposes of consenting to the application of this Declaration. If any portion of the Additional

Area to be subjected to this Declaration is not then owned by Declarant, the fee simple owner(s) thereof shall also execute such instrument. Each such instrument may contain such additions, deletions and modifications to the provisions of this Declaration and to the other Project Documents as may be desired by the Declarant with respect to the Additional Area subjected hereto. However, no negative reciprocal easement shall arise out of any additions, deletions or modifications to the Project Documents made in the instruments subjecting the portion of the Additional Area to this Declaration except as to the real estate expressly subject to such additions, deletions and modifications.

Section 2.3 Supplemental Declarations. In addition to subjecting the Additional Area to this Declaration as provided in Section 2.2, Declarant may, in its discretion, execute and record one or more supplemental declarations (each a "Supplemental Declaration") for the purpose of establishing certain additional or different setbacks, covenants, easements, restrictions and other provisions applicable to a specific portion or portions of the Properties, for the purpose of establishing Limited Common Area(s), for the purposes of designating and redesignating Neighborhoods, for the purpose of authorizing the establishment of or establishing a Neighborhood Association, for the purpose of authorizing the effectiveness of Section 7.2 and subsection 7.3(b) of the Bylaws, for the purpose of reserving purchase options and for such other purposes as are described herein and in the other Project Documents. However, no negative reciprocal easement shall arise out of any Supplemental Declaration so as to bind any real estate not expressly subjected thereto. Declarant may also, by Supplemental Declaration, withdraw from the application of this Declaration or any Supplemental Declaration any subdivision or section of a subdivision in which Declarant owns all of the Lots or, if it does not own all of such Lots, in which the Owners of all of such Lots and Declarant (regardless of whether it owns any such Lots) and the Mortgagees of all such Lots consent to the withdrawal.

Section 2.4 Power Not Exhausted by One Exercise, Etc. No exercise of the power granted Declarant hereunder as to any portion of the Additional Area shall be deemed to be an exhaustion of such power as to other portion(s) of the Additional Area not so subjected to the provisions hereof or to the provisions of a Supplemental Declaration. The discretionary right of Declarant to subject the Additional Area to the provisions of this Declaration or to a Supplemental Declaration is not conditioned upon or subject to the approval of other Owners, and therefore the requirements set forth in Section 9.4 hereof or in subsection 7.3(b) of the Bylaws for amendments to this Declaration shall be inapplicable to this Article II. The failure of Declarant to extend the provisions of this Declaration to the Additional Area or any portion(s) thereof shall not be deemed to prohibit the establishment of a separate scheme of development (including provisions substantially similar or identical to those contained herein) for such portion(s) of the Additional Area to which this Declaration is not applied.

Section 2.5 Development of Additional Area. The portion(s) of the Additional Area subjected to the provisions of this Declaration may contain additional Common Areas and Limited Common Areas and other facilities to be owned and/or maintained by the Association.

Section 2.6 Assessments and Voting Rights in Additional Areas. The Owners of Lots in the portion(s) of the Additional Area subjected to the provisions of this Declaration shall be required to pay the same (subject to Article V) regular and special assessments (but not necessarily the same neighborhood assessments) and shall be entitled to the same (subject to the Project Documents) voting rights in the Association as other Owners of Lots previously subjected to this Declaration, as more particularly provided in Articles IV and V.

Section 2.7 Master Plan. The existence of a master or other plan for "Stonehouse" as part of the Zoning Ordinance or as used by Declarant in developing or selling the Properties and Lots therein shall not be deemed to constitute a representation by Declarant that the real estate shown thereon shall be developed as depicted on the master or other plan, and the master or other plan may be amended from time to time in the sole discretion of Declarant.

Section 2.8 Mail Service. Declarant (in consultation with the U.S. Postal Service) shall have the sole right to determine how mail will be delivered to each portion of the Properties.

ARTICLE III COMMON AREAS; RECREATIONAL FACILITIES

Section 3.1 Obligations of the Association. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the maintenance, management, operation and control of the Common Areas and all improvements thereon (including fixtures, personal property and equipment related thereto) in accordance with the requirements of the applicable Zoning Ordinance and the Project Documents, and shall keep the same in good, clean and attractive condition, order and repair.

Section 3.2 Owners' Rights of Enjoyment and Use of Common Areas. Subject to the provisions of the Project Documents and limitations on who may use Limited Common Areas, every Owner shall have a right of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot. The foregoing shall not preclude the establishment of Limited Common Areas. The Common Areas shall be used by Owners only for the purpose or purposes for which the Common Areas may have been improved by Declarant or the Association and subject to any applicable restrictions in the Zoning Ordinance and any applicable Conservation Easement or Golf Cart Path Easement. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners.

Section 3.3 General Limitations on Owners' Rights. The Owners' rights of enjoyment in the Common Areas shall be subject to the following:

(i) the right of the Association to establish reasonable rules and regulations for the use of the Common Areas and, to the extent not inconsistent with the applicable Zoning Ordinance, to charge reasonable admission and other fees for the use of the recreational Common Areas;

(ii) subject to the limitation on preventing direct access to a Lot over roads within the Properties imposed by Section 55-514C of the Virginia Code, the right of the Association to suspend the right of an Owner to use or benefit from any of the recreational Common Areas for any period during which any assessment against his Lot is delinquent;

(iii) the right of the Association to suspend the right of an Owner to use or benefit from any of the recreational Common Areas for any period during which any other infraction by the Owner of the Project Documents or the rules promulgated by the Association remains uncorrected after the last day of a period established for correction by the Association (such period to be stated in a notice to the Owner together with a statement of the infraction complained of and the manner of its correction) and for not more than sixty days after such correction;

(iv) subject to subsection 7.3(a) of the Bylaws, the right of the Association to grant permits, licenses and easements across the Common Areas for utilities, roads and other purposes;

(v) subject to subsection 7.3(a) of the Bylaws, the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association;

(vi) all of the other easements, covenants and restrictions provided for in the Project Documents and applicable to the Common Areas;

(vii) the right of the Association to enter into shared use and maintenance agreements; and

(viii) the right of the Declarant to establish Limited Common Areas.

Section 3.4 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to members of his family living on his Lot, to his guests and to his tenants and their families and guests, subject to such rules and regulations and fees as may be established from time to time by the Association.

Section 3.5 Damage or Destruction of Common Area by Owner. In the event any Common Area or improvement thereon is damaged or destroyed by an Owner, his tenants, guests, licensees, agents or members of his family, the Association may repair such damage at the Owner's expense. The Association may repair such damage in a good and workmanlike manner in conformance with the original plans and specifications of the area or improvement

involved, or as the Common Area or improvement may have been theretofore modified or altered, in the discretion of the Association. The cost of such repairs, to the extent the Owner would be liable therefor under applicable laws of the State of Virginia, shall become an individual assessment upon the Lot of such Owner and shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other assessments set forth herein. The foregoing obligation is not absolute in that the Owner shall be released of liability for such costs to the extent that the costs are covered by the proceeds of the Association's insurance policies (but only if such release of liability will not invalidate such insurance).

Section 3.6 Rights in Common Areas Reserved by Declarant. Until such time as Declarant conveys a parcel of real estate constituting Common Area to the Association, Declarant shall have the right, as to that parcel, but not the obligation (i) to construct such improvements thereon as it deems appropriate for the common use and enjoyment of Owners, (ii) to maintain such Common Area in neat condition and repair, including mowing and removing underbrush and weeds, and (iii) to use the Common Area for other purposes not inconsistent with the Project Documents.

Section 3.7 Title to Common Area. Declarant shall convey the Common Areas in each portion of the Properties subjected to this Declaration to the Association, free and clear of all liens (except real estate taxes not yet due and payable but subject to Section 55-509.1 of the Virginia Code) but subject to the Project Documents and all other easements, conditions and restrictions of record, as soon as practical after such portion is made subject to this Declaration. Until such time as such conveyance is made, the Owners and the Association shall have all the rights conferred by the Project Documents with respect to the Common Areas. The foregoing shall not apply to the "common elements" of a condominium, which shall be owned by the condominium unit owners as tenants in common and not owned by the Association.

Section 3.8 Conveyance of Open Space. Declarant may satisfy "open space" and other requirements of the Zoning Ordinance by conveying portions of the Additional Area to third parties (such as, for example, the Nature Conservancy) rather than by designating the same as Common Area to be conveyed to the Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 4.1 Owners as Members. Every Owner of a Lot shall be a Member of the Association. Membership shall not be separated from ownership of any Lot. Upon the closing of the sale of a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a member of the Association.

Section 4.2 Classes of Membership. The Association shall have Class A Members and a Class B Member with such voting rights as are set forth in the Articles. The Declarant shall be the Class B Member and shall also be one of the Class A Members to the extent Declarant owns Lots.

Section 4.3 Voting Representatives. Notwithstanding anything in this Declaration to the contrary, except for the voting rights of members set forth in Section 9.3 hereof and except as

otherwise required by law, all votes of Class A Members (other than Declarant's Class A votes and the votes of Builders) pursuant to this Declaration shall be exercised by the appropriate Voting Representative as described in Section 2.10 of the Bylaws.

Section 4.4 Articles and Bylaws to Govern: Property Owners' Association Act.

Except to the extent expressly provided in this Declaration and any Supplemental Declaration, all of the rights, powers and duties of the Association and the Members, including the Member's voting rights and the exercise thereof through the Voting Representatives, shall be governed by the Articles and the Bylaws. The Articles provide, among other things, that the Class B Member shall appoint certain of the members of the Board of Directors of the Association during the Period of Declarant Control and one such director after the expiration of the Period of Declarant Control under the circumstances described in the Articles. In addition to all of the rights, powers and duties of the Association provided in the Project Documents, the Association shall have all of the rights, powers and duties provided in the Virginia Property Owners' Association Act, Section 55-508 et seq. of the Virginia Code, including without limitation the right (subject to Section 55-513B of the Virginia Code) to assess charges against Members for any violation of the Project Documents or the rules and regulations of the Association.

Section 4.5 Neighborhood Associations. The Declarant shall have the right by Supplemental Declaration to establish or authorize the establishment of a separate homeowners' or condominium unit owners' association(s) (each a "Neighborhood Association") for the Owners of Lots in any section(s) of the Properties on which are to be constructed townhouses, zero lot line residences, two-family residences or other types of attached or cluster houses or with respect to which a condominium is to be created or with respect to which there is Limited Common Area. The Board of Directors of the Association may delegate to any Neighborhood Association the primary responsibility for maintaining certain Common Areas within the section. In addition, at the request of the Board of Directors of the Association, the assessments under this Declaration due from Owners in the section shall be paid by the Owners through, and shall be collected by, their Neighborhood Association rather than being paid directly to and collected by the Association, in which case the Neighborhood Association shall promptly remit all such assessments to the Association. However, if a Neighborhood Association fails to properly maintain its Common Area or if any assessments from Owners of Lots in the section become delinquent, the Association shall have all of the rights and powers provided in the Project Documents to carry out its duties with respect to Common Areas and enforce payment and collection of such delinquent assessments.

ARTICLE V ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Properties, hereby covenants (subject to Sections 5.7 and 5.12), and each Owner of any Lot whether or not it shall be so expressed in his deed, is deemed to covenant, to pay to the Association assessments as set forth in the Project Documents. The assessments, together with interest thereon and costs of collection including attorney's fees, shall be a continuing lien upon the Lot against which each such assessment is made in order to secure payment thereof and shall also be the personal obligation of the party who was the Owner of the Lot at the time the assessment fell due. No Owner may waive or otherwise avoid liability for the

assessments provided herein by nonuse of the Common Areas or abandonment of his Lot. Each assessment that is not paid when due shall bear interest at the rate established by the Association, which rate shall not exceed 10% per annum. Except as may otherwise be provided in a Supplemental Declaration, upon closing of the sale of each Lot purchased directly from the Declarant, the purchasing Owner shall pay to the Association, in addition to other assessments hereunder and not as an advance payment of regular or other assessments, a one-time assessment for a working capital fund equal to three months' installment(s) of the regular assessment applicable to the Lot (without regard to Sections 5.7 or 5.12). If Declarant has prepaid the one-time assessment as to a Lot, the purchasing Owner of that Lot shall reimburse Declarant therefor in lieu of paying same to the Association.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used for the management, maintenance, improvement, care, operation, renovation, repair and replacement of the Common Areas and improvements thereon and other property owned or acquired by the Association of whatsoever nature, for the discharge of all real estate taxes and other levies and assessments against the Common Areas and improvements thereon and other property owned or acquired by the Association, for the procurement of insurance by the Association as more particularly described in the Bylaws, for the establishment of reserves with respect to the Association's obligations, for the discharge of such other obligations as may be imposed upon or assumed by the Association pursuant to the Project Documents, and for such other purposes as may be authorized by or pursuant to the Project Documents.

Section 5.3 Regular Assessments: Maximum Amount. Regular assessments [i.e., all assessments other than those provided for in Sections 5.1 (last two sentences thereof), 5.4, 5.5 and 5.6 or levied upon an individual Lot as expressly set forth elsewhere in the Project Documents (e.g. Sections 3.5, 8.2, 8.3 and 9.1)] shall be established and increased or decreased from time to time by the Board of Directors of the Association pursuant to the Bylaws.

Section 5.4 Special Assessments. In addition to the regular assessments, the Board of Directors of the Association may levy, for any fiscal year, a special assessment applicable to that year and not more than the following year if the purpose in doing so is found by the Board of Directors to be in the best interests of the Association.

Section 5.5 Neighborhood Assessments. In addition to regular assessments, the Board of Directors may also levy, for any fiscal year, a neighborhood assessment on any portion(s) of the Properties to reflect the fact that such portion(s) may derive enhanced benefits from the Association and therefore an assessment to pay for such enhanced benefits beyond the regular assessment is appropriate. For example, if in any portion of the Properties containing townhouses, condominiums, cluster homes or similar dwellings, exterior maintenance of dwellings is to be performed by the Association, the Owners of Lots in such portion would receive a higher level of benefits than Owners of Lots improved by a single family dwellings where each Owner is responsible for maintaining the exterior of his own dwelling; therefore, Owners of Lots within the first described portion of the Properties might expect to pay a higher neighborhood assessment than the Owners of Lots within the single family portion. Similarly, Owners of Lots within a portion of the Properties entitled to exclusive use of a Limited Common Area (e.g. a private road or swimming pool) should expect to pay the cost of managing and

maintaining that Limited Common Area and for such cost to be reflected in the neighborhood assessment applicable to their Lots.

Section 5.6 Individual Assessment. Individual assessments shall be those expenses directly related to providing a service or maintenance to one or more Lots, whether at the request of the Owner thereof or as an exercise of an Association remedy, and shall also include violation charges levied pursuant to Section 4.4 hereof and Section 55-513B of the Virginia Code. If an individual assessment is levied on multiple Lots owned by one Owner, it shall be allocated among that Owner's Lots as the Board of Directors of the Association directs, or in the absence of such a direction, equally among such Lots. Notwithstanding the concept of individual assessments, the Association is not obligated to provide any service or maintenance to Lots except as expressly provided in the applicable Project Documents.

Section 5.7 Assessment Rate. Both regular and special assessments under Sections 5.3 and 5.4 shall be fixed at a uniform rate for all Lots; however, the rate applicable to a Multifamily Rental Lot shall be a multiple of the rate applicable to any other Lot (such multiple to be equal to the number of rental units constructed within the Lot). The neighborhood assessment shall be uniform within any one Neighborhood; however, neighborhood assessments need not be uniform as between Neighborhoods receiving different levels of benefits from the Association as explained in Section 5.5. Notwithstanding the foregoing, to reflect the fact that Declarant receives a lower level of benefits than other Owners, the maximum assessment rate for regular and special assessments on Lots owned by Declarant which are not improved by an occupied dwelling shall be 25% of the rate applicable to other Lots; and the maximum neighborhood assessment on such Lots owned by Declarant and not improved by a dwelling and occupied shall likewise be 25% of the rate applicable to other such Lots subject to the same neighborhood assessment. Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (i) pay assessments under Sections 5.3, 5.4 and 5.5 on the Lots owned by it at the rate set forth above in this Section 5.7 or (ii) not pay assessments under Sections 5.3, 5.4 and 5.5 on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by non-payment of assessments payable by Owners other than Declarant and any other income receivable by the Association. The deficit to be paid under option (ii) above shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, fines and incidental income) and any surplus carried forward from the preceding year(s), but exclusive of the working capital fund paid by Owners upon acquisition of title to their Lots under Section 5.1 to the extent the same is used to fund reserves. Declarant may from time to time change the option under which Declarant is making payments to the Association (or Neighborhood Association under the circumstances described in Section 4.5) by written notice to such effect to the Association. When all Lots within the Properties are sold and conveyed to purchasers, Declarant shall have no further liability of any kind to the Association for the payment of assessments, deficits or contributions. Without limiting the generality of Section 9.8 hereof, the Declarant's rights under this Section 5.7 may be assigned by it to a successor Declarant.

Section 5.8 Loans from Declarant. If the funds available to the Association are not sufficient to defray expenses incurred by the Association, then subject to the terms and conditions hereafter set forth, Declarant may, at its option, lend funds to the Association to

enable it to defray such expenses. Such loans by Declarant shall be subject to the following terms and conditions:

(a) Maximum Loan. The aggregate outstanding principal balance at any one time of the loans which may be made by Declarant to the Association under this Section 5.8 shall not exceed \$50,000; provided however, that Declarant may lend the Association principal amounts such that the outstanding principal balance at any one time of the loans may be in excess of \$50,000 upon the approval of a majority of the votes of the Class A Members (excluding Declarant as to its Class A votes) voting in person or by proxy or through Voting Representatives at a Duly Called Meeting.

(b) Type Loan and Interest Rate. Such loans shall be unsecured and shall not bear interest at a rate in excess of 2% per annum above the prime rate of interest published from time to time by the Wall Street Journal or a successor publication. If the prime rate is published as a range, then the prime rate shall be the greater of the two interest rates. No such loan shall be made for the purpose of construction of additional capital improvements to the Common Areas.

(c) Prepayment. Such loans may be prepaid in whole or in part at any time without penalty.

(d) Payment. Interest only on such loans shall be payable in such installments as Declarant elects. The principal balance of any such loans together with all accrued interest thereon shall be due on demand, and if demand is not otherwise made, shall become due and payable in full on the first to occur of (i) four years from its date or (ii) one year after the date the Period of Declarant Control terminates.

Section 5.9 Date of Commencement of Regular Assessment; Due Dates. Subject to Section 5.12, the regular assessment provided for herein shall commence as to each Lot on the first day of the month following the submission of such Lot to this Declaration pursuant to Section 2.2. The regular assessment applicable to such Lot shall be adjusted according to the number of months remaining in the fiscal year after the month in which the Lot is subjected to this Declaration.

Section 5.10 Effect of Nonpayment of Assessments; Remedies of Association. The lien of the assessments provided for in this Declaration may be perfected and enforced in the manner provided by Section 55-516 of the Virginia Code. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and the delinquency, if any, due on a particular Lot. The Association also may bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for a deficiency judgment following foreclosure, and interest and costs of collection including attorney's fees shall be added to the amount of such assessment and shall be secured by the assessment lien. Each Owner waives the benefit of the homestead exemption as to any assessments levied against the Owner or his Lot.

Section 5.11 Priority of Assessment Liens. The lien upon each of the Lots securing the payment of the assessments shall have the priority set forth in Section 55-516A of the Virginia Code.

Section 5.12 Exempt Property. The following property, to the extent subject to this Declaration, shall be exempt from the assessments and liens created herein: (i) all properties dedicated and accepted by a local public authority; (ii) all Common Areas; and (iii) all properties owned by a charitable or non-profit organization exempt from real estate or income taxation by the Commonwealth of Virginia (except Lots devoted to dwelling or commercial use).

ARTICLE VI ENVIRONMENTAL CONTROL

Section 6.1 Environmental Review Committee. There is hereby established a committee or committees (collectively the "Environmental Review Committee") for the purpose of reviewing and, as appropriate, approving or disapproving all plans submitted by Owners in accordance with this Article VI and any design criteria, standards and guidelines (collectively, the "Guidelines") hereafter promulgated and amended or supplemented by the Environmental Review Committee from time to time. The Guidelines may include construction rules and procedures and erosion control requirements. The Guidelines may provide for different standards for each portion of the Properties governed thereby. The Environmental Review Committee shall be composed of such number of persons as are from time to time appointed by Declarant, or by the Board of Directors of the Association only from and after the date on which Declarant delegates this responsibility to the Association; provided, however, that Declarant reserves the right, in lieu of the Environmental Review Committee appointed by the Association and for so long as Declarant still owns a Lot in the Properties, to review, approve or disapprove all plans for the construction of initial "Improvements" (as defined in Section 6.2) and landscaping on Lots, and if Declarant exercises such right, all references in this Declaration and in the other Project Documents to the "Environmental Review Committee" shall mean Declarant as to such initial construction and the committee appointed by the Association as to all other matters for which the Environmental Review Committee has responsibility. The members of the Environmental Review Committee shall serve for such terms as may be determined by Declarant or the Board of Directors of the Association, as the case may be. In lieu of a single committee, the Declarant, at its option and by Supplemental Declaration, may establish two committees - one of whom shall deal with construction of initial Improvements and landscaping on a Lot and the other of whom may deal with later modifications to a Lot (the "Modifications Review Committee"). In a Supplemental Declaration, the Declarant may provide, in its sole discretion, what is an "initial Improvement" and what is a "later modification". Declarant, at its option, may delegate to the Board of Directors of the Association the responsibility of appointing members of the committee dealing with later modifications to a Lot without at the same time delegating this responsibility as to the committee dealing with initial construction upon a Lot. If a "Modifications Review Committee" is established, any reference in the Project Documents to the "Environmental Review Committee" shall refer to the "Modifications Review Committee" to the limited extent the latter has jurisdiction of the subject matter.

Section 6.2 Plans to be Submitted. Before commencing the construction, erection or installation of any landscaping, flag pole, lawn or garden statuary and ornamentation, building, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, or other structure or improvement (each of the foregoing being hereinafter referred to as an "Improvement") on a Lot, including any site work in preparation therefor, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any

portion thereof in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, other than an Improvement or an alteration of an Improvement which the Guidelines expressly authorize without a requirement for specific approval, each Owner shall submit to the Environmental Review Committee such plans and other information and in such form and number of copies as it shall require. The required plans and other information may be set forth in Guidelines published by the Environmental Review Committee. The Environmental Review Committee shall not be required to review any plans unless and until all required information is submitted to it. The Environmental Review Committee may also require each Owner to post with it, in amount and form acceptable to it: (i) a conformance bond to insure that the Improvements and landscaping are completed in compliance with the plans approved by the Environmental Review Committee; and (ii) a compliance bond to assure repair of damage caused by construction, personnel or equipment to adjacent property, trash removal, routine maintenance and compliance with construction rules.

Section 6.3 Consultation with Architects, etc.; Administrative Fee. In connection with its discharge of its responsibilities, the Environmental Review Committee may engage or consult with architects, engineers, planners, surveyors, attorneys and others. Any person seeking the approval of the Environmental Review Committee agrees to pay all fees thus incurred by the Environmental Review Committee and further agrees to pay a non-refundable design review fee to the Environmental Review Committee (including any Modifications Review Committee under Section 6.1 hereof) in such amount as the Environmental Review Committee may from time to time establish. The payment of all such fees is a condition to the approval or disapproval by the Environmental Review Committee of any plans, and the commencement of review of any plans may be conditioned upon the payment of the Environmental Review Committee's estimate of all fees.

Section 6.4 Approval of Plans. The Environmental Review Committee shall not knowingly approve the plans for any Improvement or landscaping that would clearly violate any of the applicable provisions of this Declaration or of any Supplemental Declaration applicable thereto. In all other respects, the Environmental Review Committee may exercise its sole discretion in determining whether to approve or disapprove any plans, including, without limitation, the location of an Improvement on a Lot. **DECLARANT CONTROLS THE ENVIRONMENTAL REVIEW COMMITTEE AND UNLESS AND UNTIL DECLARANT DELEGATES ITS FUNCTIONS TO THE ASSOCIATION, THE ASSOCIATION HAS NOTHING TO DO WITH THE DECISIONS OF THE ENVIRONMENTAL REVIEW COMMITTEE. SO LONG AS THE ENVIRONMENTAL CONTROL COMMITTEE IS CONTROLLED BY DECLARANT AND SO LONG AS DECLARANT HAS AUTHORITY TO APPROVE PLANS FOR AN IMPROVEMENT OR MODIFICATION THEREOF, DECLARANT AND THE ENVIRONMENTAL REVIEW COMMITTEE HAVE NO OBLIGATION OR DUTY WHATSOEVER TO ANY OTHER OWNER OR TO THE ASSOCIATION EXCEPT AS EXPRESSLY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION 6.4.**

Section 6.5 No Structures to be Constructed, etc. Without Approval. No Improvement or landscaping shall be constructed, erected, installed or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated,

unless the plans therefor have been approved by the Environmental Review Committee or unless the Guidelines of the Environmental Review Committee expressly authorize the same without requiring specific approval. After the plans therefor have been approved, all Improvements and landscaping shall be constructed, erected, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule, if any, approved by the Environmental Review Committee.

Section 6.6 Guidelines May Be Established. The Environmental Review Committee may, in its discretion, establish Guide-lines to be used in considering whether to approve or disapprove plans and to authorize in advance certain Improvements or alterations to Improvements or landscaping without requiring specific approval. However, nothing contained in this Declaration shall require the Environmental Review Committee to approve the plans for Improvements or landscaping on a Lot on the grounds that the layout, design and other aspects of such Improvements or landscaping are the same or substantially the same as the layout, design and other aspects of Improvements or landscaping approved by the Environmental Review Committee for another Lot. The Environmental Review Committee may grant variances from the Guidelines to any Owner. The Environmental Review Committee may pass rules and regulations concerning the location and screening of wood piles, the extent to which exterior holiday and other decoration is permitted and the time period(s) when same may be displayed.

Section 6.7 Limitation of Liability. The approval by the Environmental Review Committee of any plans and any requirement by the Environmental Review Committee that the plans be modified shall not constitute a warranty or representation by the Environmental Review Committee of the adequacy, technical sufficiency or safety of the Improvements described in such plans, as the same may be modified; and the Declarant and the Environmental Review Committee shall have no liability whatsoever for the failure of the plans or the Improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Declarant and the Environmental Review Committee have any liability whatsoever to any Owner, a Mortgagee, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Environmental Review Committee's approval, disapproval or conditional approval of any plans. Also see Subsection 7.21(e) hereof.

Section 6.8 Other Responsibilities of Environmental Review Committee. In addition to the responsibilities and authority provided in this Article VI, the Environmental Review Committee shall have such other rights, authority and responsibilities as may be provided elsewhere in the Project Documents.

Section 6.9 Envelopes and Setbacks. Lots that are a part of the real estate described in Exhibit A shall be subject to the "improvement envelopes" and "dwelling envelopes" (to be defined in the Guidelines) as shown on schematic sketches delivered to each Owner upon closing of his Lot from Declarant. Lots shall also be subject to setbacks as described in the Guidelines.

ARTICLE VII RESTRICTIONS

Section 7.1 General Restrictions. Each portion of the Properties shall be used only for the purposes permitted by the applicable Zoning Ordinance and any Supplemental Declaration applicable thereto.

Section 7.2 Quiet Enjoyment. In the sole determination of the Board of Directors of the Association, no obnoxious or offensive activity shall be carried on upon the Properties nor shall anything be done which may become an unreasonable nuisance or unreasonable annoyance to other Owners.

Section 7.3 Appearance. All Lots and the Improvements thereon shall at all times be maintained in a good, clean, attractive condition, order and state of repair consistent with a high quality development.

Section 7.4 Dumping on Common Areas. Without the approval of the Board of Directors of the Association, no Owner shall dump or otherwise dispose of or place trash, garbage, debris or any unsightly or offensive materials on the Common Areas, nor shall any Owner permit any member of his family or any of his guests, tenants, licensees, contractors or agents to do so.

Section 7.5 Use of Residential Lots. Subject to the terms and conditions of the Project Documents, the Lots shall be used only for residential purposes. A private office may be maintained in any dwelling unit or accessory building on a Lot, but no such office may be open to the public unless it complies with the Zoning Ordinance applicable thereto and is expressly authorized in writing by the Board of Directors of the Association after giving due consideration to the residential character of the Properties and the traffic such office may generate.

Section 7.6 Leases. Declarant may, by Supplemental Declaration, subject Lots in any portion(s) of the Properties to leasing restrictions.

Section 7.7 Model Homes and Sales Office. Notwithstanding anything contained in this Declaration to the contrary, Declarant may use any Improvements on a Lot as a model home and/or as a sales, construction or administrative office and may grant permission to any builder to use any Improvements on a Lot for similar purposes, subject to such rules and regulations as Declarant may impose in its sole discretion.

Section 7.8 Completion of Dwelling Units. Except as may otherwise be provided in a Supplemental Declaration, each dwelling unit and accessory building on a single family Lot shall be completed so that a certificate of occupancy may be issued therefor within twelve (12) months after construction thereof is commenced, subject only to delays caused by strikes, acts of God and other causes beyond the Owner's or the builder's reasonable control. No dwelling unit or accessory structure may be used or occupied in violation of applicable laws and ordinances.

Section 7.9 Construction Trailers, Etc. Except as may be permitted by the Environmental Review Committee, no construction trailer or other temporary shelter shall be placed on or near a Lot before or during construction of the Improvements thereon, without the

prior permission of the Environmental Review Committee, which may be withdrawn in its sole discretion. Any such construction trailer or temporary shelter shall be promptly removed after completion of construction, and no mobile home or temporary shelter shall thereafter be placed or maintained on the Lot.

Section 7.10 Boats, Trailers, Etc. No boat or personal watercraft, trailer, bus, camper, recreational vehicle, utility trailer, commercial vehicle (other than automobiles, light weight vans, pickup trucks and similar vehicles which are used for personal as well as commercial purposes and which do not bear any sign, logo or lettering) or oversized vehicle shall be parked or maintained on any street or Common Area, or on any Lot except within a garage, except (i) construction vehicles used to construct Improvements on the Lot, (ii) in storage areas designated for such purpose by the Association (for which there may be an individual assessment or fee), (iii) construction trailers permitted pursuant to Section 7.9 hereof; or (iv) as may be expressly permitted by Declarant or the Board of Directors of the Association.

Section 7.11 Subdivision of Lots. Except as may be provided in any Supplemental Declaration or in a declaration of condominium, no Lot shall be subdivided into two or more Lots, nor shall the boundary lines of a Lot be changed, without the prior consent of the Association (or the Declarant during the Period of Declarant Control), except as otherwise provided in this Section. Notwithstanding the foregoing, Declarant hereby reserves the right to resubdivide any Lots owned by it (or to permit resubdivision of Lots owned by other Owners) and thereby combine or reconfigure such Lots or otherwise modify the boundary lines thereof; provided however, that each resulting Lot shall comply with the requirements of the applicable Zoning Ordinance. Each of the lots resulting from such resubdivision as shown on a recorded plat approved by the County shall constitute a "Lot" for purposes of this Declaration.

Section 7.12 Animals. No livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling unit. Dogs, cats or other usual household pets may be kept or maintained if they do not constitute an unreasonable annoyance to other Owners and they are not kept or maintained for commercial purposes; provided, however, that the Association may make rules and regulations regarding such household pets (including the maximum number thereof and the definition of "usual household pets"). No dog shall be allowed to remain unleashed at any time except when fenced or kept in a pen approved by the Environmental Review Committee or within the Owner's residence.

Section 7.13 Antennas. The appearance, location and screening of any television antenna, satellite dish or other antennas or receivers and equipment erected or maintained on the exterior of any Lot shall be subject to the prior approval of the Environmental Review Committee, but only to the extent permitted by law (including Section 207 of the Telecommunication Act of 1996 and the regulations promulgated thereunder).

Section 7.14 Clothes Lines. No clothes lines or other clothes drying apparatus shall be installed or placed outside of any building on a Lot, nor shall any clothes or other wash be placed or allowed to remain outside of any building.

Section 7.15 Signs and Plans/Permit Boxes. No signs shall be erected or maintained on any Lot except for signs required by law and except signs approved by the Environmental

Review Committee. The Environmental Review Committee shall have the right to promulgate and enforce Guidelines for all signs and plans/permit boxes on Lots. The foregoing shall not apply to Lots owned by Declarant.

Section 7.16 Trees; Excavation. No trees measuring six inches or more in diameter at a point two feet above ground level may be removed from any Lot without the prior approval of the Environmental Review Committee. In addition, the topography of a Lot shall not be altered by removal, excavation, fill or any other means without the prior approval of the Environmental Review Committee.

Section 7.17 Underground Utility Lines. Unless otherwise approved by the Environmental Review Committee or provided in a Supplemental Declaration, all utility lines, wires and pipes located on any Lot shall be buried underground.

Section 7.18 Trash Receptacles and Collection. All trash cans and other trash receptacles shall be kept within an enclosed or screened area approved by the Environmental Review Committee so as not to be visible from any street or other Lots. The Association may, at its option, require that all trash collection companies serving the Lots be approved by the Board of Directors of the Association. In addition, the Association may, at its option, contract with one or more trash collection companies exclusively to serve some or all of the Lots, and the costs thereof may be defrayed through neighborhood or regular assessments on such Lots.

Section 7.19 Fixtures. No fixtures or equipment, such as awnings, decks, play yard equipment and basketball and soccer goals, shall be affixed to or placed outside of the exterior of any building or structure on a Lot without the prior approval of the Environmental Review Committee.

Section 7.20 Swimming Pools. Portable swimming pools, spas, hot tubs or other types of swimming pools which are constructed above-ground and which have walls or sides higher than 24 inches above ground level are not permitted on any Lot, nor shall other swimming pools be constructed or used at any location on a Lot other than on that portion of the Lot located between the rear lot line and the rear facade of the dwelling unit located on the Lot. All swimming pools and related equipment and tanks and the location of all of the same are subject to the approval of the Environmental Review Committee.

Section 7.21 Golf Course.

(a) Right to Remove Balls, Etc. Golf Course players and their caddies shall have a reasonable right, without being deemed to have committed a trespass, to enter upon Lots and Common Area contiguous to the Golf Course to remove a golf ball or to play the same subject to the rules of play of the Golf Course. Players on the Golf Course shall also have the right to hit balls over the Lots and Common Area while playing on the Golf Course and generally to engage in all common and usual activity associated with playing golf and with the operation of the Golf Course.

(b) Distracting Activities. The Owners of Lots that are contiguous to a Golf Course shall refrain from any actions which detract from the playing qualities of the Golf Course, including, without limitation, permitting barking dogs and other distracting pets, carrying on or

allowing any loud, obnoxious or annoying activities, picking up golf balls in the Golf Course Area or otherwise interfering with play.

(c) Owners Not Permitted on Golf Course. Ownership of a Lot shall not entitle an Owner, his family, guests, tenants, licensees and agents, to use or enter a Golf Course or any portion thereof for any purpose. Use of a Golf Course is limited to guests, members or employees of Golf Course operations who may use the Golf Course and its facilities only for their intended purposes. No other persons or animals are allowed on a Golf Course. No retrieval of golf balls from lakes or ponds or streams or non-maintained areas ("rough") on a Golf Course is allowed. No private golf carts, bicycles, wagons, etc. are allowed on a Golf Course or any Golf Cart Path Easement except where the same crosses public or private roads. No fishing or swimming in lakes, ponds or streams located within a Golf Course is allowed. No walking, jogging, running, skating or roller blading on a Golf Course or any Golf Cart Path Easement is allowed.

(d) Storage. No trash or debris (including vegetation trimmings and grass clippings or firewood) shall be accumulated or vehicles stored or parked within the Golf Course Area or any Golf Car Path Easement (other than golf carts used in the operation of a Golf Course).

(e) Disclaimer. OCCUPANCY OF LOTS AND USE OF COMMON AREAS IN PROXIMITY TO A GOLF COURSE IS HAZARDOUS DUE TO ERRANT GOLF BALLS AND OTHER SIMILAR DANGERS. DECLARANT AND THE ENVIRONMENTAL REVIEW COMMITTEE AND THE ASSOCIATION SHALL HAVE NO LIABILITY FOR LOSS, INJURY OR DAMAGE DUE TO SUCH HAZARDS OR FOR THE DESIGN OR LANDSCAPING OF SUCH AREAS. OWNERSHIP OF A LOT DOES NOT ENTITLE THE OWNER TO BECOME A MEMBER OF A GOLF COURSE.

Section 7.22 Water and Sewer; Irrigation. All improvements on a Lot requiring sanitary sewer service shall be connected to the public sanitary sewer system. No septic system shall be connected on any Lot. Without the written consent of Declarant (which consent is very unlikely to be granted), no well shall be drilled on any Lot. The Association may contract for irrigation service to any Lot(s), and the cost thereof may be defrayed through individual or neighborhood assessments on such Lots.

Section 7.23 Yard Sales. No so-called "yard" or "garage" sale or other public sale of personal property may be conducted on any Lot. However, the foregoing shall not prohibit (i) an estate sale conducted wholly within the residence on such Lot (excluding the garage) or (ii) the Association from establishing the time and location(s) within which yard sales may be conducted on a common basis by Owners.

ARTICLE VIII EASEMENTS

Section 8.1 Utility Easements. Declarant reserves perpetual easements, rights and privileges to install, maintain, repair, replace and remove poles, wires, cables, conduits, pipes, mains, wells, pumping stations, siltation basins, tanks and other facilities, systems and equipment for the conveyance and use of electricity, telephone service, security service, sanitary and storm

sewer, water, gas, cable television, telecommunications and other technological advances that may or may not now be in general use, irrigation, drainage and other public conveniences or utilities, upon, in or over those portions of the Properties (including Lots and Common Areas) as the Declarant or its assigns may consider to be reasonably necessary (the "Utility Easements"). However, no Utility Easements shall be placed on the portion of a Lot on which is already located a building which was approved by the Environmental Review Committee or on which a building is to be located pursuant to plans approved by the Environmental Review Committee. The Utility Easements shall include the right to cut trees, bushes or shrubbery and such other rights as Declarant or the governmental authority or utility company providing the utility service may require. The utility lines and equipment installed pursuant to the Utility Easements may be installed above or below ground, except as otherwise provided in this Declaration or in any Supplemental Declaration. If an Owner receives permission to construct an improvement within a Utility Easement, neither the Declarant nor the Environmental Review Committee shall have any liability to repair or replace any such improvement following damage thereto as the consequence of the exercise of easement rights under this Section 8.1. Declarant shall have the right to convey Utility Easements to other Owners, to governmental authorities or utility companies, to the Association and to any other party or parties. **DECLARANT AND THE ASSOCIATION DO NOT WARRANT THE OPERATION OR EFFECTIVENESS OF ANY SYSTEM DESCRIBED ABOVE AND WILL NOT BE LIABLE FOR ANY FAILURE THEREOF TO PERFORM AS EXPECTED.**

Section 8.2 Erosion Control. Declarant reserves a perpetual easement, right and privilege to enter upon any Lot or Common Area, and the Association is granted a perpetual easement, right and privilege to enter upon any Lot, either before or after a building has been constructed thereon or during such construction, for the purpose of taking such erosion control measures as Declarant or the Association deems necessary to prevent or correct soil erosion or siltation thereon; provided however, except in the case of an emergency threatening property or giving rise to a violation of law (for which no notice or opportunity to cure is required), Declarant or the Association shall not exercise such right as to any Lot unless it has given the Owner of the Lot except in an emergency at least ten (10) days' prior notice thereof and the Owner has failed to take appropriate action to correct or prevent the erosion or siltation problem. The cost incurred by the Association in undertaking such erosion control measures on any Lot shall become an individual assessment upon the Lot and shall constitute a lien against the Lot and shall be collectible in the manner provided herein for the payment of assessments. Also see Section 6.1. This Section shall not apply to Lots owned by Declarant.

Section 8.3 Maintenance of Lots. Declarant reserves the perpetual easement, right and privilege, and the Association is granted the perpetual easement, right and privilege, to enter upon any Lot, after at least ten (10) days' notice to the Owner thereof, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, dispensing pesticides, herbicides and fertilizer and grass seed, removing trash and taking such other action as the Declarant or the Association may consider necessary to correct any condition which detracts from the overall beauty of the Properties or which may constitute a hazard or nuisance. The cost incurred by the Association in taking such action shall constitute an individual assessment upon the Lot and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots owned by Declarant.

Section 8.4 Additional Easements. If Declarant reserves any additional easements with respect to the Lots or Common Area that are a part of the real estate described in Exhibit A or are created out of the Additional Land, the same may be set forth in one or more of the following locations:

- (i) on the subdivision plat applicable to such Lots and Common Area;
- (ii) in Exhibit A hereto in the case of Lots and Common Area that are part of the real estate described in Exhibit A;
- (iii) in a Supplemental Declaration applicable to such Lots and Common Area;
- (iv) in a separate easement recorded in the Clerk's Office; and
- (v) See Subsection 7.21(a).

Section 8.5 Conservation Easements. Neither the Association nor any Owner shall violate the provisions of any Conservation Easement. Declarant may, consistent with County requirements, modify, transfer, exchange or cause to be quitclaimed any Conservation Easements.

ARTICLE IX GENERAL PROVISIONS

Section 9.1 Enforcement. The Association, the Environmental Review Committee, the Declarant or any other Owner shall have the right to enforce against any other Owner or the Association, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by decisions of the Association or by the provisions of this Declaration or the other Project Documents or the Guidelines. Without limiting the generality of the foregoing, if any Owner fails to comply with any of the provisions of any of the foregoing and such failure continues for at least ten (10) days after notice thereof is given to the Owner, then either Declarant (so long as Declarant is an Owner) or the Association may, but without any obligation to do so, take such action as either considers necessary or appropriate (including, without limitation, entering the Owner's Lot) to correct the noncompliance; provided, however, that judicial proceedings are instituted before any Improvements are altered or demolished. The cost incurred in taking such action shall constitute an individual assessment upon the defaulting Owner's Lot and shall be collectible in the manner provided herein for the payment of assessments. Failure by the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect any other provision, which shall remain in full force and effect.

Section 9.3 Covenants Running with the Properties; Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of

30 years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each unless revoked by at least 67% of the Members of the Association voting in person or by proxy at a Duly Called Meeting, provided that such Members voting to terminate this Declaration also represent a majority of the Lots, and subject to the approval of the required percent of Eligible Mortgagees pursuant to the requirements of Subsection 7.3(b) of the Bylaws of the Association to the extent applicable. Notwithstanding the foregoing, the provisions of Section 7.21 and Article VIII shall be perpetual. If the Members vote to terminate this Declaration, the Association shall execute and record in the Clerk's Office an instrument to that effect, which shall certify that the vote was taken at a Duly Called Meeting and that the requisite votes present in person or by proxy were cast in favor of terminating this Declaration. Such certification may be relied upon by third parties for the correctness of the facts stated therein.

Section 9.4 Amendments. Except as otherwise set forth in this Declaration and subject to the Bylaws (including Sections 2.10 and 7.3 thereof), this Declaration may be amended only (i) during the Period of Declarant Control, by Declarant, and (ii) after the Period of Declarant Control, with the approval of 67% of the Class A Members (including Declarant as to Class A votes held by Declarant) voting in person or by proxy or by Voting Representative at a Duly Called Meeting. Notwithstanding the foregoing, Declarant shall also have the right from time to time and at any time without the consent of any other Owners to amend this Declaration and any other Project Documents in any respect as may be necessary or appropriate, in Declarant's sole judgment, (i) in order for this Declaration or the Properties to comply with the Virginia Property Owners' Association Act, the Zoning Ordinance or other applicable laws now or hereafter enacted, as the same may be amended from time to time (including without limitation the adoption of defined terms for use in Project Documents), (ii) in order to correct a mathematical mistake, an inconsistency among the Project Documents, a scrivener's error or to clarify an ambiguity in the Project Documents with respect to an objectively verifiable fact; provided that no such amendment may materially reduce what the obligations of the Declarant would have been if the mistake, inconsistency, error or ambiguity had not occurred, (iii) in connection with subjecting portions of the Additional Area to this Declaration as provided in Section 2.2 or in connection with Supplemental Declarations as provided in Sections 2.2 or 2.3 or elsewhere in the Project Documents, or (iv) in order to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration or other governmental or quasi-governmental entities, with respect to their purchase, guarantee or insurance of loans secured by Lots. Notwithstanding anything contained in this Declaration to the contrary, no amendment may be made to this Declaration without the Declarant's consent if such amendment would eliminate or materially and adversely affect any of the rights, exemptions, interests or privileges expressly reserved or granted to the Declarant (as the "Declarant" or "Class B Member" and not as an Owner generally), except to the extent that such rights expressly expire upon the termination of the Period of Declarant Control. If the Members vote to amend this Declaration, the Association and, during the Period of Declarant Control, the Declarant shall execute and record in the Clerk's Office an instrument setting forth the amendment and shall certify therein that the vote of Members approving the amendment was taken at a Duly Called Meeting and that at least two thirds of the Class A votes present in person or by Voting Representative or by proxy were cast in favor of the amendment. If the Declarant amends this Declaration without the consent of any other Owners as provided in this Section or elsewhere in this Declaration, the Declarant shall execute and record in the Clerk's

Office an instrument setting forth the amendment and shall certify therein that the amendment was authorized as provided herein. The foregoing certification in any amendment may be relied upon by third parties for the correctness of the facts stated therein.

Section 9.5 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall either be delivered in person or sent by U.S. first class mail, postage prepaid. Notices to the Declarant shall be sent to P. O. Drawer 759, Toano, Virginia 23168, or to such other address as the Declarant shall specify by executing and recording in the Clerk's Office a Supplemental Declaration, which shall not require the approval of any other parties as provided in Section 9.4. Notices to the Association or to Owners (other than the Declarant) may be sent to the address which the Bylaws provide shall be used for them. All such notices, demands, requests and other communications shall be deemed to have been given upon the earlier of (i) delivery at the appropriate address specified above, whether in person, by express courier or by mail or (ii) three business days after the postmark date of mailing. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request or other communication. Notwithstanding the foregoing, any notice of the filing of a memorandum of assessment lien shall be sent in the manner required by Section 55-516C of the Virginia Code.

Section 9.6 Notices to Mortgagees. The Association shall timely notify each Mortgagee who has requested same and has provided the Association with its address of (i) any condemnation or casualty loss affecting a material portion of a Common Area, (ii) any default in the payment of an assessment or other charge owed or any other default under the Project Documents, by the Owner of the Lot encumbered by the Mortgage, which has not been cured within 60 days after notice to the defaulting Owner, (iii) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action for which the consent of a specified percentage of Mortgagees is required under the Project Documents or by applicable law.

Section 9.7 Approvals and Consents. All approvals and consents required or permitted by this Declaration (other than approvals or consents given by Members of the Association or their Voting Representatives in a vote taken at a Duly Called Meeting) shall be in writing, shall be signed by the party from whom the consent or approval is sought (or the applicable Voting Representative) and, unless otherwise provided herein, may be withheld by such party in its sole discretion.

Section 9.8 Assignment of Declarant's Rights. Any and all rights, powers, easements and reservations of Declarant set forth herein or in any other Project Documents may be assigned in whole or in part, at any time or from time to time, to the Association, to another Owner or to any other party in Declarant's sole discretion. Each such assignment shall be evidenced by an instrument which shall be recorded in the Clerk's Office.

Section 9.9 Effective Date. This Declaration shall be effective on and after the date of recordation hereof in the Clerk's Office.

Section 9.10 Successors and Assigns. The provisions hereof shall be binding upon and shall inure to the benefit of Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns.

WITNESS the following duly authorized signatures.

STONEHOUSE LIMITED LIABILITY
COMPANY, by its members:

DOMINION CAPITAL, INC.,
a Virginia corporation

By: Donald E. Pank
Title: Member Representative

STONEHOUSE, INC.,
a Virginia corporation

By: John M. Weston
Title: President

The undersigned, as County Attorney of James City County, acknowledges that this Declaration, as well as the Articles and Bylaws of the Association, have been submitted to and reviewed by the undersigned as required by the proffers applicable to the Properties.

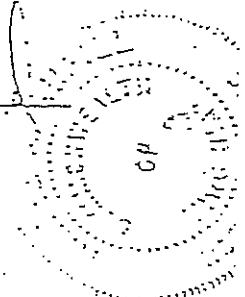
Law P. Roquist
Deputy County Attorney

STATE OF VIRGINIA:

CITY/COUNTY OF James City County:

The foregoing instrument was acknowledged before me this 17th day of September, 1997, by Danald E. West as Member Representative of DOMINION CAPITAL, INC., a Virginia corporation, on behalf of the corporation as a member of Stonehouse Limited Liability Company, a Virginia limited liability company.

My commission expires: 9/30/98

[Signature]
Notary Public


STATE OF VIRGINIA:

COUNTY OF JAMES CITY:

The foregoing instrument was acknowledged before me this 18th day of September, 1997, by Leo P. Rogers, Deputy County Attorney, James City County, Virginia.

My commission expires: October 31, 2001

Mary Frances Rieger
Notary Public

STATE OF VIRGINIA:

CITY/COUNTY OF King William:

The foregoing instrument was acknowledged before me this 18th day of September, 1997, by Joel K. Mastrom as President of STONEHOUSE, INC., a Virginia corporation, on behalf of the corporation as a member of Stonehouse Limited Liability Company, a Virginia limited liability company.

My commission expires: 2/28/98


Deborah K. Cook
Notary Public


EXHIBIT A

Initial Properties

ALL that certain parcel of land located in Stonehouse District of James City County, Virginia, described by metes and bounds as follows:

Beginning at the true point of beginning, being a point on the west right of way of Mill Pond Run approximately 2991.95 feet north of the north intersection line of Fieldstone Parkway and Mill Pond Run;

EXHIBIT B

Description Of A Portion Of The Additional Area

ALL that certain parcel of land located in James City County and New Kent County, Virginia bounded as follows:

Beginning at the intersection of the center lines of State Route 60, State Route 30 and State Route 168, better known as Anderson's Corner; thence northwest along the center line of State Route 30 approximately 4.3 miles to its intersection with the center line of State Route 273; thence northeast along the center line of State Route 273 approximately 3 miles to its intersection with the center line of State Route 600; thence southeast along the center line of State Route 600 approximately 1.2 miles to its intersection with the center line of Philbates Creek; thence northeast along the center line of Philbates Creek approximately 0.9 miles to the south shore of the York River; thence south along the south shore of the York River approximately 6 miles to its intersection with the center line of State Route 605 at Croaker Landing; thence southwest along the center line of State Route 605 approximately 0.9 miles to its intersection with the center line of State Route 607; thence south along the center line of State Route 607 approximately 1.9 miles to Croaker; thence continuing south along the center line of State Route 607 approximately 1.3 miles to its intersection with the center line of State Route 168; thence northwest along the center line of State Route 168 approximately 2.8 miles to the point of beginning at Anderson's Corner.

Prepared By: *Brian R. Marron, Esp.*
& Return To: *Spotts Fain, P.C.*
411 E. Franklin Street, Ste. 600
Richmond, Virginia 23219

Tax Map Nos.: 0530100013A; 0520700001A; 0520600001B;
0520500001A; 0440100031; and 0440100024

070030285

"STONEHOUSE"
SECOND SUPPLEMENTAL DECLARATION AND
PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS

THIS SECOND SUPPLEMENTAL DECLARATION AND PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment") dated as of September 1, 2007 (the "Effective Date") by STONEHOUSE DEVELOPMENT COMPANY, LLC, a Virginia limited liability company ("SDC"), a grantor for indexing purposes, and THE ASSOCIATION AT STONEHOUSE, INC., a Virginia non-stock corporation (the "Association"), a grantee for indexing purposes, recites as follows:

RECITALS

- A. By Declaration of Covenants, Restrictions, Rights, Affirmative Obligations and Conditions dated August 25, 1997 and re-recorded in the Clerk's Office of the Circuit Court of James City County, Virginia (the "Clerk's Office") as Document 970015414 (the "Declaration", which term shall include all amendments thereto from time to time), Stonehouse Limited Liability Company, a Virginia limited liability company ("SLLC"), in its capacity as the "Declarant" thereunder, subjected certain real estate more particularly described therein to the provisions of the Declaration.
- B. Article VI of the Declaration establishes an Environmental Review Committee ("ERC"), the purpose of which is, amongst other things, to review, approve or disapprove (combined, "Review") all plans and guidelines (combined, the "Plans") for new construction and/or modification of improvements and landscaping (combined, "Improvements") on any Lot, and hold conformance and compliance bonds (the "Bonds") to ensure all approved Improvements are completed in accordance with the plans submitted and to ensure damage caused to adjacent property is fully restored.
- C. Article VI further sets forth that for as long as Declarant owns a Lot, Declarant may itself assume the role of the ERC (including the Review of Plans and holding any Bonds), a role that prior to June 28, 2006, Declarant elected to undertake.

- D. By Assignment of Declarant Rights dated December 27, 1999, and recorded in the Clerk's Office as Document 990026873, SLLC assigned all of its rights as the "Declarant" under the Declaration to SDC, including all rights associated with the ERC.
- E. As set forth in that certain Supplemental Declaration and Partial Assignment of Declarant's Rights dated June 28, 2006 and recoded in the Clerk's Office as Document 060016753 (the "Supplemental Declaration"), SDC, in its capacity as "Declarant," created two sub-entities to undertake the role of the ERC as permitted by the Declaration; a Modifications Review Committee ("MRC"), the purpose of which is to Review all Improvements to a Lot following initial construction, and an Initial Construction Review Committee ("ICRC"), the purpose of which is to assume the balance of duties of the ERC not assigned to the MRC. All reference to the ERC herein shall be deemed to include both the MRC and ICRC.
- F. Subject to the terms and conditions set forth herein, SDC wishes to transfer all control, authority, rights, assets, documents and other property associated with the ERC to the Association.
- G. The Association is the homeowners' association for the residential property subject to the Declaration, and the provisions of this Assignment directly affect the Association and its members.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, in consideration of the foregoing premises, SDC hereby declares, covenants and agrees as follows:

1. Transfer of Control and Assets. In accordance with and pursuant to the terms and conditions of the Declaration, and further subject to the terms hereof, SDC hereby transfers and assigns all control, authority, rights, assets, documents and other property associated with the ERC to the Association. Notwithstanding the foregoing, SDC shall retain full control and all rights of the ERC over all plans submitted to Declarant or the ERC prior to the Effective Date hereof and modifications thereto, even if made after Effective Date, including the administration, application and release of any Bonds associated therewith, and the Association shall continue to act in its customary advisory capacity in connection with any such plans. The Association shall have full control and rights of the ERC over all plans submitted following the Effective Date, including the administration, application and release of any Bonds associated therewith, and SDC shall have no control or rights with respect to such plans. Notwithstanding any of the foregoing, all plans submitted on or prior to the Effective Date shall be examined and treated in accordance with the Design Standards in effect upon the date of such submission, regardless of any subsequent changes to the Design Standards. The Association may alter the Design Standards, but shall indemnify

and hold SDC harmless from any and all claims, costs, and liability arising because any Lots are thereafter reasonably deemed to be unbuildable or impractical to build upon as a result of any such amendments to the Design Standards.

2. Bonds. Upon receipt of a certificate of compliance by SDC for any Improvements approved by the ERC, SDC shall release any Bonds in its possession relating to the aforementioned Improvements to the person, persons, or entity, or in their respective heirs, successors, and/or assigns, originally posting such Bonds. SDC may also, in accordance with Section 6.4 of the Declaration, release any Bonds held by the SDC to the person, persons, or entity, or their respective heirs, successors, or assigns, originally posting such Bonds, and so long as SDC complies with Section 6.4 of the Declaration, SDC shall have no liability whatsoever to the Association in doing so.
3. Prior Agreements. The Association shall honor all prior agreements between SDC and any builders or Owners, all such agreements being set forth in Exhibit A attached hereto and incorporated herein by this reference. The Association shall also continue to approve previously-approved building plans, elevations, colors and filing fee agreements and reasonable amendments to such plans, and shall take all reasonable steps to ensure its decisions and those manner and time in which such decisions are made shall be similar in substance to those decisions previously taken by the Declarant or the ERC prior to Effective Date.
4. Financial Obligations of SDC to ERC. SDC's financial obligation to the Association for facility and administrative costs shall terminate at such time as SDC provides the Association with written notice that it will no longer need facility or administrative support. In the event of such notice and cessation of facility and administrative support, SDC shall have no further financial obligations of any form whatsoever to the Association for the ERC, except as set forth in Section 2 hereof. Notwithstanding the foregoing, should SDC require access to any files related to its administration of the ERC following the date of such notice, SDC shall be provided with reasonable and prompt access to such materials and associated facility and, if requested by SDC, administrative support no to exceed ten (10) hours per month. After the date of this Assignments, SDC shall only be responsible for the payment of architect and landscaping plans associated with initial construction plans submitted to the ERC prior to September 1, 2007 and for which SDC has collected the applicable administrative fees, as defined in the design standards in effect at the time of submission. SDC shall not be responsible for any other fees or expenses associated with plan review, nor for any fees, costs, or expenses associated with enforcement actions. Consulting fees due from SDC will be paid in accordance with existing agreements between the architect consultant (Design Management Associates), the landscape consultant (Williamsburg Environmental Group), and SDC.

5. Construction Reports. Each month, the Association shall deliver a copy of its most up-to-date construction report to SDC.

6. Indemnification.

a. SDC shall indemnify and hold harmless the Association, its successors and assigns, from and against any and all claims, causes of action, suits, complaints, demands, liabilities, damages, losses, debts, costs, and expenses (including but not limited to reasonable attorneys' fees and costs) arising under any written agreement between SDC and the claimant pertaining to SDC's control, operation, procedures, bondholding, accounting, and administration of the ERC (except as limited by Section 2 hereof). SDC Acknowledges that this Section does not supersede the prior indemnifications between SDC and the Association in the Agreement Regarding Transfer of Control. Notwithstanding any of the foregoing, nothing in this Assignment shall be construed as required SDC to indemnify or hold harmless the Association for any claim arising out of the existence of this Assignment, the subject matter contained in this Assignment or the negotiations leading to this Assignment.

b. The Association shall indemnify and hold harmless SDC, its successors and assigns, from and against any and all claims, causes of action, suits, complaints, demands, liabilities, damages, losses, debts, costs and expenses (including but not limited to reasonable attorney's fees and costs) arising under any written agreement between the Association and the claimant pertaining to the Association's control, operation, procedures, bondholding, accounting and administration of the ERC. Furthermore, the Association shall indemnify and hold SDC harmless from any claim arising out of the existence of this Assignment, the subject matter contained in this Assignment, or negotiations leading to this Assignment.

c. If any action, suit, or proceeding is brought against an indemnified party for damages for which an indemnified party shall promptly notify the indemnifier and the indemnifier, upon request, shall at its own expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the indemnifier and approved by the indemnified party, which approval shall not be unreasonably withheld. The indemnified party shall have the right to employ separate counsel in any such action, suit, or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel will be at the expense of the indemnified party unless the employment of such counsel has been specifically authorized by the indemnifier. No indemnifier shall be liable for any settlement of any such action, suit, or proceeding made without its consent, but if settled with the consent of the indemnifier, or if there be a final judgment for the plaintiff in any such action, indemnifier shall indemnify and hold harmless the indemnified party from and against any damages and costs, including reasonable attorney's fees, by reason of such settlement of judgment.

7. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their assigns, successors, heirs, and personal representatives.
8. Entire Agreement. All understandings and agreements between the parties are merged into this Assignment, which fully and completely expresses their agreements and supersedes any prior agreement or understanding relating to the subject matter, and no party has made any representations or warranties, express or implied, not herein expressly set forth. This Assignment shall not be changed or terminated except by written amendment signed by the parties hereto.
9. Governing Law. This Assignment and the agreements contemplated hereby shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia.
10. Counterparts. If this Assignment is executed in several counterparts, than all of which taken together shall constitute one instrument.
11. Severability. If any clause, provision or section of this Assignment shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Assignment which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Assignment. If any agreement or obligation contained in this Assignment is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the respective party hereto only to the extent permitted by law.
12. Descriptive Headings. The descriptive headings of the several sections of this Assignment are inserted for convenience only and shall not be deemed to affect the meaning of construction of any of the provisions hereof.

Witness the following duly authorized signatures:

STONEHOUSE DEVELOPMENT COMPANY, LLC
a Virginia limited liability company

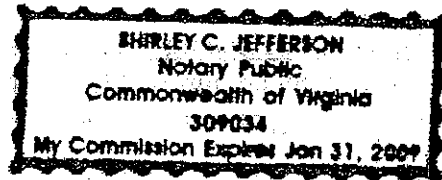
By: WSMistr
Name: William S. Mistr
Title: President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF RICHMOND, to wit:

I, Shirley C. Jefferson, a
Notary Public in and for the above jurisdiction, do hereby acknowledge that
William S. Mistr, the President of Stonehouse Development Company,
LLC, appeared before me and subscribed his/her name to the foregoing Assignment this 16th
day of OCTOBER, 2007.

My commission expires: January 31, 2009

Shirley C. Jefferson
Notary Public
Notary ID No. 309034



THE ASSOCIATION AT STONEHOUSE, INC.
A Virginia non-stock corporation

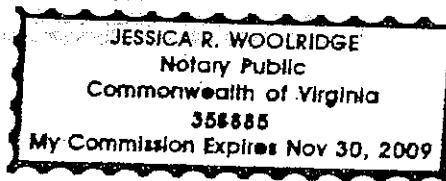
By: [Signature]
Name: ROBERT W. SPENCER
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF James City, to wit:

I, Jessica R. Woolridge, a Notary Public in and for the above jurisdiction, do hereby acknowledge that Robert W. Spencer, the President of The Association at Stonehouse, Inc., appeared before me and subscribed his/her name to the foregoing Assignment this 20th day of September, 2007.

My commission expires: 11/30/2009

[Signature]
Notary Public
Notary ID No. 358885



The undersigned, as ~~Deputy~~ County Attorney of James City County, acknowledges that this Supplemental Declaration has been submitted to and reviewed by the undersigned as required by the proffers applicable to the Properties.

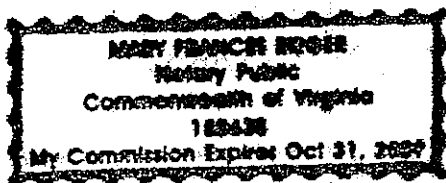
Leo P. Rogers
Deputy County Attorney

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF James City, to wit:

I, MARY FRANCES RIEGER, a Notary Public in and for the above jurisdiction, do hereby acknowledge that Leo P. Rogers, the ~~Deputy~~ County Attorney of James City County, appeared before me and subscribed his/her name to the foregoing Assignment this 22nd day of October, 2007.

My commission expires: Oct. 31, 2009

Mary Frances Rieger
Notary Public
Notary ID No. 150638



VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 30 Oct. 07
at 12:36 PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX	LOCAL TAX	ADDITIONAL TAX
\$ _____	\$ _____	\$ _____

TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Clerk

DESIGN STANDARDS

THE MILL POND AT STONEHOUSE

ISSUED: June 2002

PROPOSED REVISIONS 1/7/2008

All Changes From The June 2002 Approved Documents Are Shown With Double Lines

Some of these changes were previously approved by the ERC and are marked as (6/07)
Sections that are deleted have been eliminated from this document and are not otherwise marked.

THIS PAGE
INTENTIONALLY
LEFT BLANK

Table of Contents

ARTICLE I POLICIES AND PROCESSES	1
1.1 PHILOSOPHY OF DEVELOPMENT	1
1.2 AUTHORITY TO ESTABLISH STANDARDS AND CONDUCT DESIGN REVIEW	1
1.2.1 ENVIRONMENTAL REVIEW COMMITTEE	1
1.2.2 VIOLATIONS OF THE DESIGN STANDARDS	2
1.3 THE STONEHOUSE DESIGN GOALS	2
1.3.1 STATED GOALS	2
1.3.2 INTERPRETATION BY ERC	3
1.3.3 AMENDMENTS AND DELETIONS	3
1.3.4 NEIGHBORHOOD ADDENDA	4
1.4 RESPONSIBILITY FOR OBTAINING APPROVALS	4
1.4.1 APPLICABILITY OF DESIGN STANDARDS	4
1.4.2 PROPERTY OWNER'S IS RESPONSIBILITY	4
1.4.3 PROPERTY OWNER TO COMPLY WITH OTHER LAWS	4
1.5 PLAN REVIEW PROCESS	4
1.5.1 ERC MEETINGS	4
1.5.2 NEW HOME REVIEW	5
1.5.3 MODIFICATION REVIEW	6
1.5.4 LANDSCAPE PLAN REVIEW	6
1.5.5 APPROVALS	7
1.5.6 VARIANCES	7
1.5.7 RE-USE OF PREVIOUSLY APPROVED PLANS	8
1.5.8 CONSTRUCTION CHANGES	8
1.5.9 DURATION OF APPROVAL	8
1.5.10 DURATION OF PROJECT	9
1.6 CONSTRUCTION REVIEW PROCESS (Rev. 6/07)	9
1.6.1 CONSTRUCTION REVIEWS	9
1.6.2 NEW HOMES	9
1.6.3 MODIFICATIONS	11
1.7 APPLICATION REQUIREMENTS	12
1.7.1 NEW HOMES	12
1.7.2 ADDITIONS, ACCESSORY STRUCTURES AND OTHER SITE IMPROVEMENTS TO COMPLETED DWELLINGS	13
1.7.3 FENCES	13
1.7.4 COLOR CHANGES (BOARD SIDING, VINYL SIDING, TRIM, SHUTTERS, DOORS, ROOFING, ETC.)	13
1.7.5 PLAY STRUCTURES, LANDSCAPE ORNAMENTATION, ETC.	14

ARTICLE II	INDIVIDUAL LOT DEVELOPMENT STANDARDS	14
2.1	LAND DESIGN	14
2.1.1	OPEN SPACE	14
2.1.2	GREEN SPACE, IMPROVEMENT AND DWELLING ENVELOPES-DEFINITION AND USE (See Illustration 2.1.2, Appendix A)	15
2.2	CLEARING AND LOT PREPARATION	17
2.2.1	COUNTY ENVIRONMENTAL REQUIREMENTS	17
2.2.2	SITE CLEARING, CUTTING OF TREES	17
2.2.3	GRADING AND EROSION CONTROL	18
2.2.4	TERRACING AND RETAINING WALLS	19
2.3	CONSTRUCTION SITE MANAGEMENT	19
2.3.1	SIGNAGE	19
2.3.2	CONSTRUCTION DAMAGE	20
2.3.3	SPILLAGE	20
2.3.4	PORTABLE TOILETS	20
2.3.5	LOT CLEAN-UP/STORAGE OF MATERIALS	20
2.3.6	CONSTRUCTION HOURS	20
2.3.7	CONSTRUCTION VEHICLES	21
2.3.8	SITE APPEARANCE	21
2.3.9	NOISE LEVELS	21
2.3.10	ACCESS	21
2.3.11	PERSONNEL	21
2.4	MINIMUM REQUIRED IMPROVEMENTS TO LOTS	21
2.4.1	MINIMUM REQUIRED IMPROVEMENTS	21
2.4.2	OTHER IMPROVEMENTS	22
2.5	SITING STRUCTURES ON A LOT	22
2.5.1	PROXIMITY OF SIMILAR HOUSES	22
2.5.2	DWELLING SITING REQUIREMENTS	22
2.5.3	SETBACKS	22
2.5.4	ADDITIONS TO HOUSES (See also Section 3.4, Additions To Houses)	24
2.5.5	ACCESSORY BUILDINGS (See also Section 3.5, Accessory Buildings (Sheds, Detached Garages))	24
2.5.6	SWIMMING POOLS	24
2.5.7	IRRIGATION WELLS	25
2.6	LANDSCAPING	25
2.6.1	GENERAL REQUIREMENTS (See Appendix D for Minimum Plant Sizes and Recommended Landscape Materials)	25
2.6.2	RESTRICTED LANDSCAPING	27
2.6.3	PROHIBITED LANDSCAPING	27
2.7	LANDSCAPE ACCESSORIES	27
2.7.1	MAILBOXES	27

2.7.2	CLOTHESLINES	28
2.7.3	FLAGS AND FLAGPOLES	28
2.7.4	PERMITTED SIGNS.....	28
2.7.5	DECORATIVE ORNAMENTS AND LANDSCAPE ACCESSORIES	28
2.8	PAVEMENTS.....	29
2.8.1	DRIVEWAYS	29
2.8.2	FRONT WALKS	30
2.8.3	OTHER PAVEMENTS.....	30
2.9	MECHANICAL, ELECTRICAL AND COMMUNICATIONS EQUIPMENT	31
2.9.1	HVAC SCREENING.....	31
2.9.2	SATELLITE ANTENNAS	31
2.9.3	OTHER ANTENNAS.....	32
2.9.4	EMERGENCY GENERATORS (Rev. 6/07).....	32
2.10	EXTERIOR LIGHTING AND FIXTURES	32
2.10.1	PERMITTED.....	32
2.10.2	EXCLUDED	33
2.11	FENCES	33
2.11.1	FENCE CLASSIFICATIONS	33
2.11.2	DECORATIVE FENCES (See Illustration 2.11.2, Appendix A)	33
2.11.3	YARD FENCES (See Illustration 2.11.3, Appendix A).....	34
2.11.4	PRIVACY FENCES (See Illustration 2.11.4, Appendix A).....	35
2.11.5	PROHIBITED FENCE TYPES.....	36
2.12	PLAY EQUIPMENT AND STRUCTURES	36
2.12.1	DEFINITIONS	36
2.12.2	PLACEMENT AND SCREENING.....	36
2.12.3	BASKETBALL GOALS.....	37
2.12.4	CONSTRUCTION AND USE	37
ARTICLE III	ARCHITECTURAL GUIDELINES	38
3.1	ARCHITECTURAL GUIDELINES – GENERAL.....	38
3.1.1	TYPE OF RESIDENCE.....	38
3.1.2	FLOOR AREAS	38
3.1.3	HOUSE DESIGN CONCEPTS	38
3.1.4	GARAGES	39
3.2	CONSTRUCTION	40
3.2.1	FOUNDATIONS AND MASONRY	40
3.2.2	FIREPLACES, CHIMNEYS AND FLUES	40
3.2.3	EXTERIOR WALLS AND TRIM.....	41
3.2.4	EXTERIOR TRIM (See Illustration 3.2.4, Appendix A)	43
3.2.5	WINDOWS AND DOORS (See Illustration 3.2.5, Appendix A).....	43
3.2.6	ROOFS AND ROOF ACCESSORIES	45

3.2.7	PORCHES AND DECKS	46
3.3	COLORS	47
3.3.1	TYPES OF APPROVED FINISHES	47
3.3.2	CRITERIA FOR JUDGING COLOR	47
3.4	ADDITIONS TO HOUSES	47
3.4.1	CONSISTENCY OF DESIGN	47
3.5	ACCESSORY BUILDINGS (SHEDS, DETACHED GARAGES)	48
3.5.1	DESIGN AND CONSTRUCTION.....	48
3.6	GAZEBOS	49
3.6.1	DESIGN AND CONSTRUCTION.....	49
3.6.2	COLORS AND FINISHES	49
ARTICLE IV	OTHER STANDARDS	50
4.1	PROPERTY MAINTENANCE	50
4.1.1	BASIC MAINTENANCE	50
4.2	YARD STORAGE	50
4.2.1	VEHICLES.....	50
4.2.2	STORAGE UNITS	50
4.2.3	WOOD PILES	51
4.2.4	TEMPORARY MATERIALS STORAGE	51
APPENDIX A	- ILLUSTRATIONS	53
ILLUSTRATION 2.1.2	- ELEMENTS OF A LOT	54
ILLUSTRATION 2.5.2	- SETBACKS DEFINED	55
ILLUSTRATION 2.7.1	- REQUIRED MAILBOX DESIGN	56
ILLUSTRATION 2.7.4.A	- BUILDER SIGNAGE	57
ILLUSTRATION 2.7.2.B	- FOR SALE SIGNAGE	58
ILLUSTRATION - 2.8.1	DRIVEWAYS AT STREET-FACING GARAGES	59
ILLUSTRATION 2.11	- YARD AREAS DEFINED FOR FENCING	60
ILLUSTRATION 2.11.2	- DECORATIVE FENCE TYPES	61
ILLUSTRATION 2.11.3	- YARD FENCE TYPES	62
ILLUSTRATION 2.11.4	- PRIVACY FENCE TYPES	63
ILLUSTRATION 3.2.4	- EXTERIOR TRIM REQUIREMENTS.....	64
ILLUSTRATION 3.2.5	- WINDOWS AND TRIM	65
APPENDIX B	- DEFINITIONS USED IN THIS BOOK	67
APPENDIX C	- NEIGHBORHOOD ADDENDA	73
BENT TREE		75
HILLCREST		77
HOLLOW OAK		79
LAUREL RIDGE		81
LEATHERLEAF		83

LISBURN	85
ORCHARD HILL - PHASE 1.....	89
THE OVERLOOK AT ORCHARD HILL - PHASE 1	91
ORCHARD HILL - PHASE 2 OVERLOOK - PHASE 2.....	93
RICHARDSON’S MILL SECTIONS 1 AND 2.....	95
SUMMERFIELD	97
WALNUT CREEK.....	99
APPENDIX D - MINIMUM PLANT SIZES	101
TREES	101
SHRUBS	101
RECOMMENDED LANDSCAPE MATERIALS SHADE TREES	101
ORNAMENTALS	102
EVERGREEN TREES.....	102
ACCENT SHRUBS	102
MEDIUM DECIDUOUS SHRUBS	103
MEDIUM EVERGREEN SHRUBS.....	103
DWARF SHRUBS/GROUND COVERS	104
PLANT MATERIAL INSTALLATION SPECIFICATIONS	104
1) Trees, Shrubs and Groundcover.....	104
2) Seeded Areas	105
APPENDIX E - APPLICATION FORMS	107
APPENDIX F - SAMPLE ARCHITECTURAL STYLES AND EXAMPLES	109

DRAFT

THIS PAGE
INTENTIONALLY
LEFT BLANK

ARTICLE I POLICIES AND PROCESSES

1.1 PHILOSOPHY OF DEVELOPMENT

The mission of Stonehouse is to remain sensitive to the natural environment - protecting the wetlands, rivers, creeks, uplands and forests by requiring best practices for soil containment, drainage and preservation of the trees, grasses and shrubbery. Homes should be sited in a fashion that, while considering modern privacy issues, allows views, light and breezes to prevail. The standards for quality extend to the form and content of architecture, in addition to the application of durable materials. Stonehouse embraces many historic styles of American residential architecture as well as their evolution into current day styles as depicted in Appendix F. As an aid, the book "A Field Guide to American Houses", by Virginia and Lee McAlester, was used as a resource. The Mill Pond at Stonehouse Environmental Review Committee (ERC) is charged with the responsibility for the approval of the design of the homes. It is toward this goal that The ERC is dedicated to specific principles and standards to be observed by all Builders and Owners. The ERC encourages embracing the Stonehouse philosophy. The ERC will keep in mind the aesthetic relationship between dwellings, impact to the natural environment and the relationship between surrounding neighborhoods. The ERC does not seek to restrict individual creativity or preferences but rather to maintain standards for the overall community.

1.2 AUTHORITY TO ESTABLISH STANDARDS AND CONDUCT DESIGN REVIEW

1.2.1 ENVIRONMENTAL REVIEW COMMITTEE

The ERC has been established to implement the Design Standards. The authority of the ERC is set forth in the Declaration, Article VI, which encumbers every lot in Stonehouse. Membership to the ERC is appointed by the Board of Directors of the Homeowners Association (HOA). The Design Standards have been written not only to establish rules that guide design, construction and maintenance of improvements, but also to define and establish the basis and reasoning for those rules, and to assist the Builder and Homeowner in understanding the rules by providing details and explanations of requirements where helpful. The nature of design is an individualistic process. Consequently, the responsibility of the ERC is to interpret the goals of the community and the Design Standards as they relate to each design submittal.

- ERC approval is required for any and all improvements prior to construction within Stonehouse.
- The ERC shall meet regularly to review applications.
- The ERC shall establish compatible architectural styles and exterior

architectural and landscaping designs to blend with the rural Virginia countryside.

- The ERC shall establish Design Standards that seek harmonious relationships with neighboring dwellings and the natural features of the community.
- The ERC shall encourage the use of high quality modern construction materials that emulate materials used in historic applications.
- The ERC shall encourage the highest standards for quality construction.
- The ERC may establish fees and bonds in accordance with their objectives.
- The ERC may inspect dwellings and lots while under construction to assure compliance with the approved application and compliance with job site conditions and maintenance standards.
- The ERC shall maintain copies of applications, design documents, and related records.
- The ERC may amend the Design Standards from time to time, and will maintain copies in the Association Manager's office.

1.2.2 VIOLATIONS OF THE DESIGN STANDARDS

When the ERC and/or HOA become aware of a possible violation of the Design Standards, it will notify the Property Owner and request that the violation be immediately resolved. For violations that are not resolved by the Property Owner, the ERC and/or the HOA may take any and all actions available under law, as necessary to assure compliance. Failure of the ERC and/or HOA to notify a Property Owner of a violation does not constitute approval.

1.3 THE STONEHOUSE DESIGN GOALS

1.3.1 STATED GOALS

The rules and criteria developed in this book are all based on the following general design goals of Stonehouse. The Stonehouse Environmental Review Committee (ERC) will also use these goals as the basis for review of any improvement that is not otherwise addressed by more specific criteria in this book.

- a) GOAL #1 - PRESERVE ENVIRONMENTAL QUALITY: Approval for clearing and alteration of lots shall be made only for approved structures, site improvements, landscaping, and access, and shall

not be performed in a manner that will result in erosion of soils, excessive water runoff, discharge of wastes into the soils or waters, stagnation or standing water, or substantial removal of indigenous vegetation.

- b) **GOAL #2 - CREATE A BALANCE OF COMMUNITY AND PRIVACY:** Each structure or site improvement should be sited to create a proper setting within each lot, consistent with the density and setbacks of each neighborhood, so as not to negatively impact the streetscape, nor to compromise the privacy of any other lot below the general level enjoyed by other members of that neighborhood.
- c) **GOAL #3 - ENCOURAGE CONTEXTUAL DESIGN:** Every structure should be of a size and use that is generally consistent with the standards applicable to that neighborhood. All structures and site improvements shall be designed in styles, shapes, sizes, massing, and colors to be of good proportions, well balanced, and appropriate to the neighborhood.
- d) **GOAL #4 - MAINTAIN HIGH APPEARANCE STANDARDS:** All improvements to any lot in a neighborhood shall meet minimum standards of design, material and quality of workmanship consistent with the level of quality established for that neighborhood. The exterior of each structure within a neighborhood shall consist of materials, products, and assemblies that are harmonious with each other, consistent and supportive of the architectural style, and appropriate to the general appearance characteristics of the community.

1.3.2 INTERPRETATION BY ERC

The ERC shall be the sole judge of compliance with these goals in questions of appearance, aesthetics, or infringement by design upon the rights of other residents. The ERC reserves the right to require modifications to proposed designs in order to achieve compliance with these goals.

1.3.3 AMENDMENTS AND DELETIONS

The ERC has the right to change or modify the Design Standards at any time and to grant variances to the Design Standards based on special conditions relative to the design and construction of a dwelling or other improvements on a lot, including the siting of the dwelling or improvement envelope on a specific lot. If a variance is granted by the ERC, the variance will only be lot specific and not considered a change to the overall Design Standards. See Section 1.5.6.

1.3.4 NEIGHBORHOOD ADDENDA

Each neighborhood in Stonehouse has supplementary standards that are contained in Neighborhood Addenda following the general Design Standards. The general Design Standards apply fully to each neighborhood except where modified by a specific Neighborhood Addendum. The applicable Addendum supersedes the general Design Standards where conflicting requirements exist. The ERC will review each submittal for compliance with the standards within the Addendum as well as with these general Design Standards.

1.4 RESPONSIBILITY FOR OBTAINING APPROVALS

1.4.1 APPLICABILITY OF DESIGN STANDARDS

The Design Standards shall apply to any and all construction, improvement, or change to the exterior of any dwelling or to the lot. Grading, excavating, tree removal, landscaping or any other change to the grounds of a lot must have ERC approval. The construction, improvement, alteration, or change to any structure on the lot within Stonehouse shall be governed by this manual, including the Neighborhood Addenda. The Design Standards may be revised from time to time. In the event any construction, improvement, alteration, or change to any structure or lot shall take place in violation of the Design Standards, the construction or work being performed shall cease until such construction or work is approved by the ERC. Failure to comply with these Standards may result in the assessment of fees by the ERC or HOA.

1.4.2 PROPERTY OWNER'S IS RESPONSIBILITY

Each Property Owner within Stonehouse is responsible for his or her property's compliance with the Design Standards. Any proposed improvements to be made to that property may affect that compliance, and the Covenants require that the Owner obtain approvals from The ERC prior to making the improvements. This is true regardless of whether the work is being performed by the Owner directly or by a Contractor.

1.4.3 PROPERTY OWNER TO COMPLY WITH OTHER LAWS

In addition to approvals from the ERC other approvals and permits may be required by the County. It is not the responsibility of the ERC to obtain any other permits for the Owner, nor to provide any guarantees or waive any legal requirements for compliance with any federal, state or county law, with the Declaration or with these Design Standards.

1.5 PLAN REVIEW PROCESS

1.5.1 ERC MEETINGS

The ERC reviews plans for new houses (concept and final review).

modifications, additions and accessory buildings, landscaping, and other items in regularly scheduled meetings. Contact the Association Manager for meeting times and dates. At those times the ERC reviews all requests submitted on the appropriate application forms together with their supporting drawings and information. Application forms are available at the Association Manager's Office. To be included on the agenda, applications must be submitted no later than 12:00 noon of the last business day before the meeting. Concept and final review applications must be submitted by 12:00 noon eight (8) days prior to the regularly scheduled meeting date. Meeting attendance by the Applicant is encouraged, especially for custom home submittals or submittals of new Builder's designs. Owners wishing to attend should contact the Association Manager so that the item may be placed on the agenda. (Rev. 6/07)

1.5.2 NEW HOME REVIEW

The review process for new homes has an optional Concept Review, and a required two-step Design Review. Allow a minimum of four (4) weeks to complete the required review procedure.

- a) Concept Review: This is a review of preliminary design drawings to give the Applicant direction as to what the concerns of the ERC are likely to be regarding that design. Comments are given to the Applicant, but no approval to proceed is granted. This is a recommended, but not required, review for new home designs that the ERC has not reviewed before. Submittals can be made at any level of design and drawing; however, scale drawings are recommended. The submittal may or may not include a site plan. The purpose of this review is to uncover any elements of the proposed design that may not be approved by the ERC so modifications or corrections to the design can be made as necessary. The ERC may also provide guidance in how to make the element acceptable. ERC comments will be provided in writing. A concept review fee will be charged for this review. Contact the Association Manager for a schedule of fees.
- b) Design Review: This is a required two-step design review for all new homes. Complete submittals, including the payment of bonds and review fees, must be made eight (8) days prior to the next regularly scheduled ERC meeting. The ERC will review this submittal at the next scheduled ERC meeting. Submittals must be prepared in accordance with Section 1.7, Application Requirements, of these Standards, and submitted in accordance with Section 1.5.1, ERC Meetings. This review is a two-part procedure. (Rev. 6/07)
 - 1) Preliminary Review: The ERC reviews the submittal to determine if it is complete and meets the minimum design criteria in these Design Standards and the appropriate

Neighborhood Addendum. Comments or required changes will be made in writing. The ERC may deny any application at this point for substantial non-compliance with one or more criteria in the Design Standards. If ERC comments do not require a substantial redrawing of the plan (as determined by the ERC), the ERC will notify affected Property Owners (adjacent lots, lots across the street, and in some cases, lots behind) of this submittal and invite them to come in, review it, and provide the ERC with any written comments or concerns that they may have. A minimum of two (2) weeks is required between the preliminary review and the final review for adjacent Property Owners to review and comment. Plans that require substantial redrawing will not begin their two week review until resubmitted to the ERC with initial ERC comments addressed.

- 2) Final Review: Any comments provided from the preliminary review should be addressed by the Owner in a re-submittal for the final review. Neighbors' comments will be taken into consideration at this meeting; however, the ERC review is based primarily on compliance with the Standards. Actions of the ERC are defined in Section 1.5.5, Approvals, below. After obtaining approval of plans, there are several additional required reviews as part of the construction process. See Section 1.6, Construction Review Process.

1.5.3 MODIFICATION REVIEW

The ERC reserves the right to require a two-part review process as defined above in Section 1.5.2, for major additions or modifications where they feel that the improvement will significantly impact surrounding properties. Submittals must be prepared in accordance with Section 1.7, Application Requirements of these Design Standards, and submitted in accordance with Section 1.5.1, ERC Meetings. Attendance at the review meeting is encouraged but not required. A schedule of fees is available from the Association Manager. (Rev. 6/07).

1.5.4 LANDSCAPE PLAN REVIEW

Landscape plans must be submitted as required in Section 2.6, Landscaping. They must be received in the HOA office no later than the eight (8) days prior to the regularly scheduled meeting to allow a pre-review of the plans. If the plan is found to be incomplete, the deficiencies will be identified in writing to the Owner and one addition no cost review will be provided. Further reviews may require additional fees per the Fee Schedule approved by the HOA Board. See Association Manager for a copy of the Fee Schedule. (Rev. 6/07).

1.5.5 APPROVALS

An application is approved when notice is given to the Applicant in writing by the ERC. Verbal comments shall not be construed as approval by the ERC. The ERC may issue any of the following three decisions:

"Approved": means approved as submitted.

"Conditional Approval": means approved only if stated conditions in the approval letter are met.

"Not Approved": means not approved for construction. Reasons for denial will be given in writing. The ERC may also provide suggestions for revisions but does not provide design solutions. This action requires a re-submittal by the Applicant.

1.5.6 VARIANCES

The ERC has the right to grant variances to the Design Standards based on special conditions relative to the design and construction of a dwelling or other improvement on a lot, including the siting of the dwelling or improvement envelope on a specific lot. If a variance is granted by the ERC, the variance will only be lot specific and not considered a change to the overall Design Standards. An Application for Variance must be submitted to the Association Manager at least eight (8) days prior to the scheduled ERC meeting.

Notice of a variance request shall be given to lot Owners of record within that neighborhood, and comments from lot Owners within the neighborhood shall be considered but are not binding on the ERC. A fee associated with the administrative costs of the variance request shall be paid to the ERC at the time of the request. The variance fee will be in accordance with the approved Fee Schedule. Contact the Association Manager for a copy of the Fee Schedule. Variance requests will take a minimum of two (2) weeks from the initial review by the ERC.

If the ERC determines that the Variance Request does not meet all of the criteria listed below which would allow for approval, it will have no obligation to request neighborhood comment.

The ERC shall seek to approve plans that meet the Design Standards without a variance being granted. The ERC shall not grant the Applicant a special privilege or convenience nor shall a variance be granted solely on the basis of financial hardship. A hardship may be found and a variance granted if:

- a) The Design Standards effectively prohibit or unreasonably restrict the use of the property or that the granting of the variance will alleviate a clearly demonstrable hardship that approaches confiscation because of a condition which is unique to the parcel

such as size, unusual shape, or topography, and

- b) The strict application of the Design Standards does indeed produce the undue hardship, and
- c) The specific hardship is not shared generally by other Property Owners in the same neighborhood, and
- d) The authorization of such variance will not be a substantial detriment to Owners of adjacent property and the character of the neighborhood will not be changed by the granting of the requested variance, and
- e) The condition or situation relating to the property is not so general or recurring in nature as to make a general change to the Design Standards a more desirable course of action. The ERC should not effectively change the Design Standards by continuing to grant variances of a similar nature. Rather, in that case, the ERC should review the Design Standards and determine if a revision to the Design Standards is warranted.

The above notwithstanding, lots abutting the Tradition Golf Club at Stonehouse are subject to setbacks as noted within the Design Standards and individual Neighborhood Addenda. Any variances to the setbacks must be first approved by the Tradition Golf Club prior to consideration and review by the ERC.

1.5.7 RE-USE OF PREVIOUSLY APPROVED PLANS

The ERC may permit the re-use of previously approved designs within neighborhoods in Stonehouse, but may also limit the use of such plans to avoid significant repetition. Approval of a house for a given lot does not guarantee approval on another lot. The ERC may issue restrictions on the number of re-uses of a house design in a given neighborhood or in Stonehouse as a whole. The ERC reserves the right, at its option, to require significant modifications to a façade, or to reject the house design entirely, in order to control the amount of repetition.

1.5.8 CONSTRUCTION CHANGES

All construction must be completed in accordance with the application and the plans as approved. Exterior changes to the subject property must receive prior written approval by the ERC. Applicants requesting design change approvals should consult with the ERC to determine if additional plans and specifications are required.

1.5.9 DURATION OF APPROVAL

For projects that have not received a stakeout approval 6 months from the date of ERC plan approval, the ERC Plan Approvals will expire and the

plan is no longer valid. For projects where construction has begun but has had no substantial work done for a period of six (6) months, the ERC Plan Approval will expire, the plan is no longer valid, and the site must be returned to the original condition. A new application to the ERC is required. An application fee will be charged at the time of the new application and the construction will be subject to the complete Design Review process. (Contact the Association Manager for a schedule of fees). Applications will be reviewed in light of changes to the neighborhood, adjacent lots and the Design Standards themselves. Any changes that have occurred may impact the consideration of the re-application and the resulting ERC action. (Rev. 6/07)

1.5.10 DURATION OF PROJECT

Project time limits have been established in order to limit the time of disruption of individual properties and the community. After approval of the stake-out review for new homes, clearing shall begin within 30 days, a framing inspection (house is roofed and wrapped) is required within 120 days, and a final inspection is required within 12 months. Construction shall be complete and landscaping installed prior to requesting the final inspection. Approved modifications or other improvements must be complete within 6 months. The ERC may, for extenuating circumstances, following consultation with the Property Owner, extend the allowable project time for new homes up to 6 months and for other improvements up to 3 months. Failure to complete the project within the approved project time may result in penalties, including forfeiture of Completion and/or Compliance Bonds, and revocation of plan approvals. Also, daily monetary fees may be assessed against the Property Owner as provided under the Virginia Property Owners Association Act, and/or any other remedy available to the ERC and the HOA under the law. (Rev. 6/07). Projects not completed within the above time frame may be subject to additional administrative fees. (Contact the Association Manager for a schedule of fees).

1.6 CONSTRUCTION REVIEW PROCESS (Rev. 6/07)

1.6.1 CONSTRUCTION REVIEWS

The ERC construction reviews check for compliance and conformance with the home, façades and landscape plans. The ERC construction reviews do not provide any building code, or governmental required reviews or approvals. The ERC accepts no liability for any of its construction reviews.

1.6.2 NEW HOMES

Several construction reviews are required before and during the construction process. When final plan approval is given, the ERC will provide upon request appropriate forms for stake-out review, framing review, landscape plan review and final compliance review. These must

be submitted to the Association Manager. Requests for review shall be made at least eight (8) days prior to the anticipated need for approval. The ERC reserves the right to observe construction in progress to determine compliance with the approved plans and designs.

a) Stake-Out Review: Upon receiving final plan approval, and prior to clearing the lot, the Owner is required to locate and mark the following per the approved site plan:

- 1) all corners of the house
- 2) driveway entrance
- 3) tree clearing limits
- 4) any trees to be saved within the clearing limits

Upon locating and marking the above, the Owner must complete the Stake-Out Review Application form and submit it to the Association Manager to arrange for a stake-out review. Owner may accompany the reviewer during this review if he or she wishes. A written approval of this review with any conditions or required modifications noted will be provided. The ERC does not accept any liability for lots improperly staked in the field. Any and all setback violations are the responsibility of the Owner.

NOTE - Prior to the stake-out review, the Owner must have installed Identification Sign in accordance with Section 2.7.4 Permitted Signs. The approved Stake-Out Review Permit must be displayed on the Lot Identification Signage prior to and during clearing.

b) Framing Review: This review should occur upon completion of the house framing, and prior to exterior finish material (e.g. brick or siding) being installed, and around the same time as the county framing inspection. The purpose of this review is to determine compliance of the façades with approved plans. The ERC will notify the Owner in writing of any deviations from the approved plans which may require review and approval. Deviations from approved plans may be cause for the ERC to issue a Stop Work Order until such deviations may be reviewed and approved by the ERC. Any changes after final plan approval must be submitted to the ERC for approval prior to making any field change. Changes made without prior ERC approval are subject to an administrative review fee and, if not approved, may be subject to forfeiture of a portion or all of the conformance bond and/or legal action by the ERC and/or HOA (Contact the Association Manager for a schedule of fees). No structural or framing code requirements or inspections are provided by the ERC. Any and all violations from approved plans are the responsibility of the Property Owner.

- c) Landscape Plan Review: A landscape plan submittal is required no later than 30 days after the Framing Review. This is intended to allow Owner to see the property with the house under construction to better assess what types of landscaping will work best for the yard and home. A landscape plan must be approved prior to installation of landscaping. See paragraph 1.7.1.e for submittal requirements, and later sections of these Standards for landscaping requirements in Stonehouse.
- d) Final Compliance Review: Upon completion of construction and landscaping, and/or no later than 30 days after Owner has occupied the home, the Owner must submit a Final Compliance Inspection Request form to the Association Manager to schedule a final review of the completed work to verify compliance with the approved drawings, specifications, and applicable Design Standards. A Certificate of Compliance will be issued upon approval of this review. Required bonds cannot be refunded until this Certificate is obtained.

1.6.3 MODIFICATIONS

A framing review and a final compliance review are required for modifications that involve conformance and compliance bonds. Forms requesting an inspection are available from the Association Manager. Requests for an inspection shall be made at least seven (7) days prior to the anticipated need for approval. The ERC reserves the right to observe construction in progress to determine conformance with the approved plans and designs.

- a) Framing Review: This should be requested upon completion of the house framing, around the same time as the county framing inspection. The purpose of this review is to determine compliance of the façades with approved plans. The ERC will notify the Owner in writing of any deviations from the approved plans which may require additional review and approval. Substantial deviations from approved plans may be cause for the ERC to issue a Stop Work Order until such deviations may be reviewed and approved by the ERC. Any change after final plan approval must be submitted to the ERC for approval prior to making the field change. Changes made without prior ERC approval are subject to a review fee and, if not approved, subject to forfeiture of the conformance bond and/or legal action by the ERC and/or the HOA. (Contact the Association Manager for a schedule of fees). No structural or framing code requirements or inspections are provided by the ERC. Any and all violations from approved plans are the responsibility of the Property Owner.
- b) Final Compliance Review: The Owner must submit a Final Compliance Inspection Request form to the Association Manager to

schedule a final review of the completed work to verify compliance with the approved drawings, specifications, and applicable Design Standards. A Certificate of Compliance will be issued upon approval of this review. Required bonds cannot be refunded until this Certificate is obtained. A Final Compliance Inspection by the ERC must be requested within 30 days following the Final Inspection and the issuance of a Certificate of Occupancy by the County. If the modification involves changes to the Landscape Plan the implementation of the revised landscape plan must be complete prior to the release of bonds.

1.7 APPLICATION REQUIREMENTS

1.7.1 NEW HOMES

The following is the minimum required for the Final Plan Review Application to the ERC:

- a) Two copies of the Final Plan Review Application are required. All areas must be completed.
- b) Two (2) complete sets of Architectural Drawings (Scale: 1/4 inch = 1 foot) to include front, rear and side elevations and wall sections with details of trim and cornice, roof sections and pitch. Identify all finishes and materials.
- c) Two (2) copies of the Site Plan (Scale: 1 inch = 30 feet) showing the improvement envelope, dwelling envelope, dwelling footprint, easements, driveways, walks, yards, location of HVAC units and construction dumpster, setbacks and any adjacent dwellings. Include surface drainage patterns, erosion and sediment control and, if applicable, the locations and details of tree protection and conservation easement fencing.
- d) Payment of Conformance Bond, Compliance Bond (both refundable upon issuance of Certificate of Compliance, and Design Review fees (non-refundable). A schedule of fees is available from the Association Manager. (Rev. 6/07)
- e) Within thirty (30) days of the Framing Review Application, two (2) copies of the landscape plan drawn to the same scale as the site plan showing the location and sizes of all new plant material shall be submitted to the ERC for approval. Indicate existing trees to be preserved. Provide plant list including common and botanical names, size, height, quantity and spacing of new plant material. Lists that show only container sizes will be returned to Applicant.

NOTE: Incomplete submittals may be returned without review and the review time frame will not begin until a complete submittal is made.

1.7.2 ADDITIONS, ACCESSORY STRUCTURES AND OTHER SITE IMPROVEMENTS TO COMPLETED DWELLINGS

The following is the minimum required for applications to the ERC:

- a) Two (2) copies of the Modification Application form. All areas must be completed.
- b) Payment of application fee based on area of improvement. A schedule of fees is available from the HOA office. (Rev. 6/07)
- c) Two (2) sets of Architectural Drawings (Scale: 1/4 inch = 1 foot) to include front, rear and side elevations to include all exterior elevations. Include affected areas of the existing house when applying for an addition (e.g. windows, deck, patio, swimming pool, site structure). Indicate finish materials, colors, and roof pitch, as necessary.
- d) Two (2) copies of the Site Plan (Scale: 1 inch = 30 feet) showing the location of the proposed structure on the lot, the distances to the property lines, and tree(s), if any, to be removed. Indicate any changes in landscaping.

1.7.3 FENCES

The following is the minimum requirement for application to the ERC:

- a) A completed Modification Application form.
- b) Payment of Application Fee. A schedule of fees is available from the Association Manager. (Rev. 6/07)
- c) A sketch of the style of fence requested. This may be done by the fence Contractor, a catalogue cut, or copied from the sketches in the Design Standards.
- d) A Site Plan (Scale: 1 inch = 30 feet) indicating the location of the fence, gates, and distances to the property lines.

1.7.4 COLOR CHANGES (BOARD SIDING, VINYL SIDING, TRIM, SHUTTERS, DOORS, ROOFING, ETC.)

The following is the minimum requirement for application to the ERC:

- a) A completed Modification Application form.
- b) Payment of Application Fee. A schedule of fees is available from the HOA office. (Rev. 6/07)
- c) Color samples and materials. If a change to vinyl siding is requested, submit samples of the materials, color and product

specifications indicating a minimum thickness of 0.44 Inch.

1.7.5 PLAY STRUCTURES, LANDSCAPE ORNAMENTATION, ETC.

The following is the minimum requirement for application to the ERC:

- a) A completed Modification Application form.
- b) Picture or drawing of item with dimensions - length, width and height - and colors noted, if not shown.
- c) Payment of Application Fee. A schedule of fees is available from the Association Manager. (Rev. 6/07)
- d) Site Plan (Scale: 1 inch = 30 feet) showing the desired location in relation to the house and property lines. Give distances to the house and property lines for play structures or other large items.

ARTICLE II INDIVIDUAL LOT DEVELOPMENT STANDARDS

2.1 LAND DESIGN

2.1.1 OPEN SPACE

Open space is provided for the purposes of environmental protection, to preserve the natural character of the site, for community enhancement and, in some cases, for the recreational use of the Property Owners. Some of the open space exists on private lots, while the majority is located in the common areas.

- a) **CONSERVATION EASEMENTS:** Conservation easements are located on both private lots and on the public land. These easements are dedicated to James City County for the purpose of protecting areas of undisturbed natural open space as described under the Chesapeake Bay Preservation Act for water quality protection, slope protection, and minimizations of erosion in the County. Most of the network of streams and ravines in Stonehouse are included in these easements. Those areas must be left in their natural condition per the agreement with the County. When conservation easements are located on a lot, they are not permitted to be developed or improved in any manner, except for silvicultural practices. Conservation easements are shown on the plat for each neighborhood.
- b) **COMMON AREA:** Open space, not containing conservation easements, may include active and passive parks, hiking and biking trails and community recreational features. In addition, open space shall be contained in various landscape easements and buffers to protect the overall setting of Stonehouse. Open spaces on the plats are labeled as common areas.

2.1.2 GREEN SPACE, IMPROVEMENT AND DWELLING ENVELOPES- DEFINITION AND USE (See Illustration 2.1.2, Appendix A)

- a) GENERAL: Lots within Stonehouse contain variety in form, topography and view orientation. Therefore, improvement envelopes and dwelling envelopes and, in some cases, green space, will be prescribed for the lots within each neighborhood in order to respond to a particular neighborhood setting and help provide for the preservation of trees, natural features, and open space. These envelopes define where improvements and building activities can take place.
- b) GREEN SPACE REQUIREMENTS: The area between the lot line and the improvement envelope may be considered green space and silvicultural practices are permitted; however, most lots will not be encumbered with green space requirements. On lots that do contain green space, the placement of a single width driveway and sidewalks are permitted encroachments in the front yard. If a lot is large enough to contain a side loading garage or a detached garage, a single width driveway will be permitted to the garage door; however, its location will be strictly determined by the ERC after a field survey with staking showing the location of the driveway.
- c) IMPROVEMENT ENVELOPE: Generally, the improvement envelope is that portion of the lot that lies between the property boundary and the dwelling envelope, or if the lot contains green space, it is the area from the inside boundary of the green space to the dwelling envelope. (See Illustration 2.1.2, Appendix A). Within the improvement envelope, accessory structures (such as utility buildings) and other improvements including decks, patios, walkways, fencing, sidewalks, driveways and landscaping are placed. As a general rule, no structures that are habitable will be permitted in the improvement envelope with the exception of the conditioned spaces within the garage. Some lots may carry constraints which impact the location of the improvement envelope on the lot. They may be in the form of drainage and utility easements, golf course setbacks and conservation easements as follows:
 - 1) EASEMENTS FOR UTILITIES, SLOPE, AND DRAINAGE OR ACCESS: Because of potential damage or interference with easements, no improvements, trees, fencing, etc. may be placed on easements without prior approval of the ERC and the recipient of the easement (James City County, Dominion Virginia Power, Verizon, etc.). Any improvements approved and permitted to be constructed within an easement shall be installed at the Owner's risk with the understanding that such improvements may have to be

removed to service the easement, and that the easement must be maintained by the Owner. Easements are shown on the subdivision plat.

- 2) **GOLF COURSE SETBACK:** When a lot abuts the golf course, no improvement of any kind, excluding landscaping, shall be located within 50 feet of the golf course without prior written approval by the Tradition Golf Club at Stonehouse, or except as may be indicated on the plat of record.
 - 3) **ADDITIONAL RESTRAINTS:** Additional restraints besides easements, such as slope disturbance, drainage patterns, existing stands of trees and views from adjacent properties may affect the location of the improvement envelope. In all cases, the ERC has the right to allow individual variances within the improvement envelope. Review the individual lot's schematic sketch and Neighborhood Addendum for additional, pertinent lot information.
 - 4) **PERMITTED IMPROVEMENTS:** In the front yard, driveways and pathways may begin at the curb and connect to the attached or detached garage, to the main dwelling, or to the sidewalk (as applicable). Private pathways are permitted in side yards but must be located at least two (2) feet away from the side property line. In the rear yard, landscaping is permitted to the edge of the property line or to the inside edge of the improvement envelope (as applicable). Consult Neighborhood Addenda for permitted locations of patios, decks, and accessory buildings, as well as permitted encroachments of the main house.
- d) **DWELLING ENVELOPE:** The dwelling envelope is established by the minimum setbacks for the placement of the main dwelling and garage. (See Illustration 2.1.2, Appendix A). The dwelling envelope lies inside the improvement envelope.
- 1) **PERMITTED IMPROVEMENTS:** Dwelling envelopes are prescribed for all lots in each neighborhood within Stonehouse. These are the minimum setbacks that define the placement of the dwelling and garage, and provide for spatial separation from public areas (roads, sidewalks, open space, etc.) and private areas (front, side and rear yards). The dwelling envelope generally shall contain the dwelling, garage and any roofed accessory structures, in addition to all improvements allowed in the improvement envelope.
 - 2) **LOCATION:** The location of the dwelling envelope is based on topography, vegetation, other constraints and the relationships of dwellings to the street, golf course(s), open space and each other. In the event the Owner can

demonstrate that these goals can be better met by another dwelling placement, or if the ERC determines that application of the dwelling envelope to a particular lot would unreasonably limit the use and effectively deprive the Owner of an appropriate construction site, the ERC may grant a variance to the Owner (See Section 1.5.6). Subject to review and approval by the ERC, the dwelling may be placed anywhere within the dwelling envelope consistent with the requirements of Section 2.5.3, Setbacks, as well as meeting the minimum and maximum setback requirements as prescribed in the applicable Neighborhood Addendum.

2.2 CLEARING AND LOT PREPARATION

2.2.1 COUNTY ENVIRONMENTAL REQUIREMENTS

Applicants will be required by the County to meet certain environmental planning criteria including staying within minimum permitted lot coverage for the house and pavements in accordance with the Chesapeake Bay Preservation Act, and not constructing on designated wetlands, or within the 100 year flood plain. The ERC does not interpret or enforce these criteria. Contact the County for information.

2.2.2 SITE CLEARING, CUTTING OF TREES

- a) **ABSOLUTELY NO CLEARING WITHOUT APPROVAL:** No clearing or work of any kind shall commence on any lot until plans and specifications as defined in these Design Standards have been submitted and approved by the ERC. For new homes, an on-site Stake-Out Review must be completed and written approval received. However, this does not restrict the Owner from removing any tree which may be leaning greater than 20 degrees, is dead, overhanging another Property Owners property, nor any new growth tree smaller than 2 inches in caliper.
- b) **INITIAL CLEARING OF TREES:** Any natural vegetation on the lot shall be preserved, where at all possible. All clearing limits must be flagged and the corners of the house must be staked. The Stake-Out Review must be approved prior to any tree removal. Any plants, vegetation or trees uprooted or cut down on lots shall be removed from the lot and from Stonehouse as soon as practicable, but not later than five (5) working days.
- c) **REAR YARD BUFFERS:** In general, the ERC will encourage saving most existing trees in the rear 25 feet of yards in Stonehouse as a buffer between yards, or between Stonehouse and any future off-site development. See the Neighborhood Addendum for any specifics on a particular neighborhood. In addition, lots backing up to the golf course have minimum setbacks (usually 50 Feet).
- d) **REQUIRED TREE REPLACEMENT:** On lots where no significant

trees can be saved, or where clearing is subsequently performed beyond what was approved, the ERC reserves the right to require the planting of nursery grown trees in accordance with the criteria in Section 2.6, Landscaping.

- e) TREE REMOVAL DURING CONSTRUCTION: No live hardwood tree greater than two (2) inches in caliper, no live ornamentals or holly trees, nor any other live tree greater than four (4) inches in caliper may be removed without first obtaining approval from the ERC.
- f) TREE PROTECTION DURING CONSTRUCTION: All lot improvements must include provisions, as defined in this section, to protect trees and other vegetation during construction. Adherence to this practice will help improve the survival rate, health and ecological functions of the trees, enhancing their ability to improve water quality, minimize soil loss and provide wildlife habitat.
 - 1) Construction material storage areas and workers' parking shall be located where they will not cause compaction over roots of trees that will be preserved.
 - 2) Trenching shall only occur outside of the tree protection area. Trenching shall be minimized by locating several utilities in the same trench wherever possible. Excavations for below grade structures and utilities shall be kept away from the tree protection area.
 - 3) Orange construction fencing shall be installed along the clearing limits prior to any clearing construction activity or traffic taking place within ten (10) feet of the vegetation to be left undisturbed. This protection shall be maintained until all work in the vicinity has been completed. Provide the orange fencing at the drip line of saved trees to protect the roots.

2.2.3 GRADING AND EROSION CONTROL

- a) PREVENT EROSION DURING CONSTRUCTION: An erosion and sediment control fence shall be erected outside of any areas to be disturbed by construction. If there is a Conservation Easement on the lot, the control fence must be placed ten (10) feet from the edge of the easement extending towards the dwelling. All silt fences must be maintained in good condition during construction.
- b) CONSTRUCTION ENTRANCE: All lots shall have a stone construction entrance conforming to the Virginia Erosion and Sediment Control Handbook, latest edition.
- c) GRADING FOR DRAINAGE: All lots are to be graded to conform as much as possible to the existing site slope conditions and

drainage patterns. Gradual grade adjustments are to be made to meet existing grades at the limits of any area disturbed on the site. No slopes in excess of 3:1 are to be created by the grading operation within ten (10) feet of the boundary of the improvement envelope of the lot.

- d) DRAINAGE AND STORM WATER DISCHARGE: Drainage and storm water discharge patterns shall be designed to minimize the impact to improvements on adjacent lots and streets. Such patterns from the lot shall be designed to enter the storm water piping system of the community or shall be dispersed to follow pre-existing drainage flows (as much as possible) to avoid concentrated discharge onto adjacent property or roads. ("Concentrated discharge onto adjacent property" shall mean discharge from a pipe, gutter, swale, or other drainage course in the direction of an adjacent property, within ten (10) feet of the property line). Improvements shall not block existing drainage patterns without an adequate method to allow discharge of the storm water through the area. Resolution of drainage issues should be directed to the County Office for Storm Water Management.

Any discharge from property to the storm water system shall be free of all silt and debris. Failure to adhere may result in requirements for cleanup of the storm water facility to include drains and ponds.

2.2.4 TERRACING AND RETAINING WALLS

Where necessary to stabilize slopes, Applicant shall provide retaining walls, stepped terraces or other forms of permanent erosion control as may be required by the ERC. Any structures constructed for erosion control, such as retaining walls, must be approved by the ERC. Retaining walls in front yards or corner side yards or driveway entrances, whose faces are visible from the street, shall be constructed of brick, natural stone or approved random coursed manufactured block with a natural stone texture and color. (Rev.6/07)

2.3 CONSTRUCTION SITE MANAGEMENT

2.3.1 SIGNAGE

During construction, one (1) Builder's identification sign (in accordance with Stonehouse signage policy) and one (1) plan box shall be allowed within the front setback of the lot to aid sub-contractors, inspectors, and other related personnel to locate the particular lot within Stonehouse. Sign and plan box must be removed prior to the issuance of a Certificate of Compliance.

2.3.2 CONSTRUCTION DAMAGE

Any damage attributable to the Owner, his Builder, his subcontractors or suppliers to adjacent properties, BMP's, streets and curbs, drainage inlets, sidewalks, street signs, mailboxes, walls, fences, etc. must be repaired by the Owner prior to the issuance of a Certificate of Compliance.

2.3.3 SPILLAGE

Operators of vehicles are required to exercise caution so as not to spill any damaging materials while within the community. If spillage of a load occurs, operators are responsible for effective and immediate clean-up. Any clean-ups performed by the HOA, or under its express direction, will be billed to the Owner. Please report any spills as soon as possible in order to expedite proper procedures with regard to clean-up. Dumping of construction materials on any property within Stonehouse is strictly prohibited.

2.3.4 PORTABLE TOILETS

During construction, every Builder shall maintain portable construction site toilets as necessary to serve each site. Portable construction toilets shall be located near the driveway and as close to the home as feasible. Under no condition shall they be located within 20 feet of any road walking path or sidewalk. The door must face into the lot.

2.3.5 LOT CLEAN-UP/STORAGE OF MATERIALS

All lots must be maintained in a neat and orderly fashion. Trash from construction work will be contained in a trash dumpster and removed from the job site no less than twice a month. The Owner is responsible for trash that blows off the lot and shall retrieve such trash immediately. All trash stockpiled for removal shall be located in the rear of the dwelling until removed. Trash remaining on the lot after due notification will be removed by the HOA and billed to the Owner. There will be no stockpiling material or dumping on adjacent lots or on the streets. No stocking of construction materials is permitted unless utilized promptly after delivery. All materials for construction must be placed behind the front plane of the house and not in the streets, rights-of-way or adjoining properties.

2.3.6 CONSTRUCTION HOURS

The construction working hours shall be from 7:00 a.m. to 5:30 p.m. (EST) and 7:00 a.m. to 7:30 p.m. (DST) Monday through Saturday, except on certain holidays. Expanded construction hours may be considered for approval by the Association Manager to cover extenuating circumstances. Obtain approvals in writing in advance from the Association Manager.

2.3.7 CONSTRUCTION VEHICLES

No vehicles shall be parked improperly on any Stonehouse streets or lots whether vacant, under construction or completed. There will be no washing of any construction vehicles or equipment anywhere in Stonehouse. No vehicles, nor trailers shall be left overnight.

2.3.8 SITE APPEARANCE

All personnel working in Stonehouse are to maintain all areas in which they work free of discarded material such as lunch bags, soda cans, and other loose materials. No objects of any type should be thrown out of cars or trucks.

2.3.9 NOISE LEVELS

Loud radios are not allowed within Stonehouse as it is distracting and discomforting to residents. Normal radio levels (as determined by the HOA) are acceptable. Mounting speakers on vehicles, or outside dwellings under construction, is prohibited.

2.3.10 ACCESS

Short cuts across the golf course, HOA property or neighboring lots are expressly prohibited.

2.3.11 PERSONNEL

All personnel are required to wear shirts at all times. No alcoholic beverages or illegal drugs are permitted to be kept or consumed within Stonehouse. Any Builder, his employees or sub-contractors, whose behavior is noxious or who violates these rules may be permanently expelled from working in the community.

2.4 MINIMUM REQUIRED IMPROVEMENTS TO LOTS

2.4.1 MINIMUM REQUIRED IMPROVEMENTS

The following minimum improvements will be required on each developed lot in Stonehouse.

- a) HOUSE: Any development or improvement of a homesite in Stonehouse must include, as part of the initial approval, a dwelling which meets the minimum standards for its neighborhood as prescribed by the ERC in accordance with this document or subsequent revisions, and any Neighborhood Addenda.
- b) PAVED DRIVEWAY AND FRONT WALK: All lots developed in Stonehouse will include a paved driveway and a walk to the front door, in accordance with pavement standards specified in this document.

- c) **EQUIPMENT AND UTILITIES SCREENING:** Exterior HVAC and emergency generator (See Sections 2.9.1 and 2.9.4) equipment shall be screened in accordance with standards in this document.
- d) **FINISHED AND LANDSCAPED YARD:** Every improved lot shall be landscaped in accordance with a landscape plan submitted and approved by the ERC. Required landscaping can be found in the Neighborhood Addendum. Additional landscaping may be required for screening certain views or to avoid a breach of privacy.

2.4.2 OTHER IMPROVEMENTS

Other additional improvements may be made to properties in Stonehouse after the minimum required improvements have been approved and installed in accordance with appropriate standards in this document. If a particular desired improvement is not specifically addressed in this book, contact the Association Manager to determine what submittals are required.

2.5 SITING STRUCTURES ON A LOT

2.5.1 PROXIMITY OF SIMILAR HOUSES

The ERC reserves the right to reject the placement of houses with the same or substantially similar elevations side-by-side or directly across the street from one another. Applying upgrades, materials, or colors to an elevation does not necessarily render it as substantially different. The ERC shall make final judgment as to the degree of acceptable similarities permitted in each neighborhood.

2.5.2 DWELLING SITING REQUIREMENTS

Unless otherwise permitted in the Neighborhood Addendum, houses within Stonehouse should have a front facing main entrance. The dwelling design should emphasize the pedestrian entry and, to the extent possible, de-emphasize the garage entry. Side-loading, rear-loading and detached garages are strongly encouraged where possible. The dwelling should be placed on the lot to respect views from neighboring lots, streets and open space. To enhance and reinforce the streetscape, the massing of dwellings shall be compatible with the size, shape, and topography of the lot and the massing of adjacent, and future adjacent, dwellings. Dwelling siting shall address (to the extent possible) the preservation of existing trees, groups of trees, and natural topographical conditions on the lot.

2.5.3 SETBACKS

Prescribed setbacks mandate the area where a dwelling can be located (See Illustration 2.5.2, Appendix A). Unless otherwise specified by the Design Standards, the dwelling, along with detached garages and accessory structures, shall be placed within the prescribed setbacks

measured from the property line to the closest horizontal plane of the improvement. Neighborhood Addenda contain tables and illustrations of the setbacks for each neighborhood.

- a) FRONT SETBACK: Houses in Stonehouse shall be located in accordance with the setbacks specified in the Neighborhood Addenda.
- b) SIDE AND REAR SETBACKS: Houses shall be built wholly within the setbacks defined for each neighborhood. Refer to the appropriate Neighborhood Addendum for setback requirements. Generally, driveways and driveway pads shall be set no closer than ten (10) feet to any side property line. In certain instances, this may be reduced (as specified within an applicable Neighborhood Addendum) at the driveway pad with additional landscaping required along the lot line edge of the pad. This requirement does not apply to the "pole" portion of flag lots. Homes shall be no closer than 50 feet to golf course property unless the siting is approved by the Traditions Golf Club as well as the ERC. (Rev. 6/07)
- c) SETBACK EXCEPTIONS: In most neighborhoods in Stonehouse, topography is a factor in determining the placement of the Improvement and Dwelling Envelope on each lot. Many lots contain areas within the lot that have a 25% or greater slope that will force the dwelling envelope closer to the front of the lot. Some lots also contain Green Space which must remain as a natural undisturbed area. As a result, recorded plats of some lots may show an improvement envelope that does not agree with the setbacks prescribed in the Neighborhood Addendum. In these cases, the setbacks defined on the plat take precedence over the stated setbacks. Further, the ERC may alter a required setback in order to avoid severe topography or to protect other natural features of a lot that may not have been addressed on the recorded plat.
- d) ORIENTATION TO THE ROAD: In general, houses shall face the road. Houses in cul-de-sacs shall generally face the center of the cul-de-sac. Where site conditions make this inappropriate, and for flag lots, the ERC may approve an alternative site orientation.
- e) RELATIONSHIP TO OTHER HOUSES: When possible, houses shall not face the side or rear of neighboring houses. Where designs or lot configurations create conditions that would create direct views from house fronts onto living areas of adjoining property, the ERC reserves the right to require screening of this view or revisions to the design or siting. In addition, houses should generally be located with respect to other adjacent home sitings so that the front planes of homes relate to one another.
- f) RELATIONSHIP TO TOPOGRAPHY (FOR MAIN ENTRY AND GARAGE): Houses shall be located relative to the lot grades such

that first floor heights above grade at the front door and garage do not exceed four (4) feet. Where higher floor elevations are required, the ERC may require additional architectural treatments or re-grading to improve the relationship of the house to the land.

2.5.4 ADDITIONS TO HOUSES (See also Section 3.4, Additions To Houses)

- a) SETBACKS: No addition shall extend beyond the setback limits established for the house. Additions shall be no closer than 50 feet to golf course property unless the siting is approved by the Traditions Golf Club as well as the ERC. (Rev. 6/07)
- b) EFFECTS OF LOCATION ON PRIVACY OF ADJACENT LOTS: In general the siting of additions shall not create a breach of privacy between neighboring houses. Where this is unavoidable, the ERC may require screening of the view by the Applicant.
- c) EFFECTS OF DESIGN ON PRIVACY OF ADJACENT LOTS: New windows or access created by the addition or modification shall not create a breach of privacy between neighboring houses. The ERC reserves the right to reject certain openings or require screening by the Applicant in situations where, in the opinion of the ERC, it is required.

2.5.5 ACCESSORY BUILDINGS (See also Section 3.5, Accessory Buildings (Sheds, Detached Garages))

- a) LOCATION IN REAR YARD ONLY: No accessory building may be constructed farther forward on the site than the rear plane of the house unless otherwise approved by the ERC for master-planned site concepts. Accessory buildings shall be no closer than 50 feet to golf course property unless the siting is approved by the Traditions Golf Club as well as the ERC. (Rev. 6/07)
- b) WITHIN IMPROVEMENT ENVELOPE: Accessory buildings shall be located within the defined improvement envelope for each lot.
- c) EFFECTS OF LOCATION ON NEIGHBORING LOTS: In general, the siting of accessory buildings shall not be in direct line of view of adjacent houses (side by side). Where this is unavoidable, the ERC may require screening of the view of the structure by the Applicant.

2.5.6 SWIMMING POOLS

- a) LOCATE DIRECTLY BEHIND HOUSE: In-ground swimming pools shall be located wholly behind the house so as not to be visible from the street and no closer to any property line than 15 feet. Aboveground swimming pools are not permitted. Pools shall be no closer than 50 feet to any street or to the golf course property unless the siting is approved by the Traditions Golf Club as well as

the ERC. (Rev. 6/07)

- b) PRESERVE PRIVACY: The ERC may require additional screening of swimming pools to ensure the privacy of the pool's owner and of neighbors.
- c) FENCING REQUIRED: Swimming pools shall be fenced in accordance with state and local building codes, and in conformance with Section 2.11, Fences.

2.5.7 IRRIGATION WELLS

- a) Generally, irrigation wells shall be located behind the front face of the house. Wells located in the front of the house will be permitted only in cases where the well cannot be seen from the street.
- b) Aboveground well structure(s) shall be no higher than two (2) feet and shall be fully screened with landscape material as approved by the ERC.
- c) Only submersible pumps may be used to operate the irrigation well.

2.6 LANDSCAPING

2.6.1 GENERAL REQUIREMENTS (See Appendix D for Minimum Plant Sizes and Recommended Landscape Materials)

- a) LANDSCAPE PLAN REQUIRED: A landscaping plan shall be required for review and approval prior to the installation of landscaping. Landscaping is encouraged that is responsive to the dwelling's architectural style while addressing basic landscape goals, such as framing views to and from the street and adjacent properties, marking entries, providing and enhancing buffers between the lots, and providing appropriate areas of shade, sunlight, and color. Minimum landscape specifications are included below. Additional specifications for each neighborhood are included in each Neighborhood Addendum.
- b) REQUIRED MINIMUM LANDSCAPING - ALL LOTS: All portions of lots not containing approved structures, pavements, or other permanent improvements, shall be landscaped with vegetation utilizing a combination of the elements defined below. No areas of exposed, non-landscaped soil, as opposed to natural areas, are permitted on any lot.
- c) LAWNS: All open yard areas not otherwise landscaped shall be seeded or sodded to create a uniform lawn using a turf grass appropriate to the soil and climate conditions. Grass shall be selected for hardiness and uniform color throughout the entire year.

- d) **SHRUBS AND PLANTING BEDS:** Areas that are not landscaped as lawn or as natural areas shall be landscaped as planting beds. Planting beds shall be defined with a trenched edge or suitable landscape edging material. Planting beds may include spreading groundcovers, shrubs and trees. Open soil between plants shall be maintained with pine needle, pine bark, or shredded hardwood mulch. A listing of recommended shrubs for Stonehouse is included in Appendix D. Specific minimum requirements for plantings are included in each Neighborhood Addendum.
- e) **MINIMUM TREE REQUIREMENT AND TREE REPLACEMENT:** Front yards and street-facing side yards of corner lots shall maintain a minimum number of mature trees as specified in each Neighborhood Addendum. Where existing conditions or clearing leaves the front yard or side yard of corner lots with few or no trees, new nursery grown trees shall be planted as required to meet specified minimums.
- f) **NATURAL AREAS:** Natural areas, as defined for landscape purposes, are those areas left in a generally undisturbed state. The defined area must be maintained to control the sucker and other undesirable wild ground cover. Periodic mulch mowing of the natural area or the application of vegetation control products is necessary. Selective limbing and pruning should also be considered for natural areas.
- g) **ARCHITECTURAL SCREENING:** Where the siting of houses creates views of blank wall areas, where houses are located close together, or where the siting of houses results in a potential breach of privacy between living areas, the ERC may require the planting of additional shrubs, larger shrubs, or trees to mitigate these conditions.
- h) **LANDSCAPE MAINTENANCE:** Any plant material which dies shall be replaced promptly with plant material of the same variety and size.
- i) IRRIGATION SYSTEM: All standpipe and freestanding irrigation system components shall have vegetative screening shown on the landscape plan as approved by the ERC.
- j) ADDITIONAL LANDSCAPE CHANGES: After the ERC has approved the initial landscape plan and the Bonds have been returned; the Property Owner can undertake additional landscape improvements without further ERC review or approval subject to the following:
1. All of the changes made support the original landscape design as approved by the ERC.
 2. None of the additional plantings are of a type to be invasive

- in nature (e.g. bamboo).
3. All plantings in the ERC approved plans are maintained.
 4. No vegetable gardens are allowed.

Any and all tree removals greater than two (2) inches in caliper and hardscape changes (e.g. ornaments, benches, fountains, pools, etc) will require that a plan be submitted to the ERC for prior approval unless the tree to be removed poses an imminent danger as determined by the Homeowners Association Security personnel on duty.

- k) TREE REMOVAL PRIOR TO CONSTRUCTION: No live hardwood tree greater than two (2) inches in caliper, no live ornamentals or holly trees, nor any other live tree greater than four (4) inches in caliper may be removed without first obtaining approval from the ERC. However, this does not restrict the Owner from removing any tree which may be leaning greater than 20 degrees, is dead, overhanging another Property Owners property, nor any new growth tree smaller than 2 inches in caliper nor any tree which poses a danger as determined by the Homeowners Association Security personnel on duty.

2.6.2 RESTRICTED LANDSCAPING

- a) RIGHT-OF-WAY: It is the responsibility of the Owner to plant and maintain grass or sod in the roadway right-of-way adjacent to the lot, from the property line to the edge of curb/pavement. Other landscaping in the right-of-way must be approved by the ERC. Planting of shrubs or trees that will impede normal safe viewing distances from driveways and along the road will not be permitted.
- b) SPECIAL LANDSCAPE FEATURES: Any earthwork creating changes in topography, site drainage, or creation of ponds, pools, or other water features must be approved by the ERC. Exterior fountains and ponds are not permitted in front yards unless approved by the ERC.

2.6.3 PROHIBITED LANDSCAPING

The use of any form of artificial vegetation or vegetation not normally grown in this climate is prohibited. The ERC may reject any proposed landscaping design, layout, or material that is not consistent with the general landscape context of properties within Stonehouse.

2.7 LANDSCAPE ACCESSORIES

2.7.1 MAILBOXES

Mailboxes must be ordered and installed through the Stonehouse HOA, and must utilize the standard Stonehouse post, and the approved size box

(See Illustration 2.7.1, Appendix A). Boxes shall be metal with a gloss painted finish as specified in the illustration. Wood posts shall be painted with gloss paint as specified. Numbers shall be the font and size specified. Contact the Association Manager approximately two (2) weeks prior to the date of occupancy to schedule installation. (Rev. 6/07) Mailboxes may not be covered by anything other than the prescribed paint schemes.

2.7.2 CLOTHESLINES

Exterior clotheslines are not permitted.

2.7.3 FLAGS AND FLAGPOLES

A maximum of one flag may be flown on the property, visible from the street. Flags shall be mounted on the house, and may be either decorative flags or sovereign flags (USA, Virginia, James City County), and may be flown from flag standards, of six (6) feet or less in length.

2.7.4 PERMITTED SIGNS

One Builder sign (See Illustration 2.7.4.A, Appendix A) or one For Sale sign (See Illustration 2.7.4.B, Appendix A) will be permitted on a lot. Lot Owner signs are permitted prior to construction. These signs must be in conformance with the Stonehouse Sign Templates. No other signs are permitted on the property except as may be approved by the HOA Board of Directors. (Rev. 6/07)

2.7.5 DECORATIVE ORNAMENTS AND LANDSCAPE ACCESSORIES

Landscape accessories and decorative ornaments including hot houses, arbors, fountains, permanent barbecues, etc. must be approved by the ERC for design and location. Yard ornaments may be approved if they meet the conditions:

- a) The ornament is not generally visible when viewed from the street at any point in the front of the property. On corner lots this would apply to both streets. This means that the ornament is generally screened from the street view by landscape or any other approved element in the front yard. Visibility from neighbor's yards or homes will not be a reason for denial, just as it would not be in the rear yard.
- b) If the ornament is visible from the street, it may, at the sole discretion of the ERC, be acceptable if it supports the overall design and character of the house front and the front landscaping. This means that the ornament neither dominates nor is distinctly different from the other elements of the house facade and/or landscape. Values to be used in judging this include:

A size consistent with typical small or medium plant sizes.

1. A color consistent with house color scheme if on the house, porch, steps and natural or neutral if in the yard, etc.
2. A location well integrated with the landscape so that it is part of the overall design scheme.
3. A design that is neutral and consistent such as ornaments that imitate nature, support plants (planters) or are artifacts that support an overall design theme or act as a welcoming gesture (benches). Ornaments that make "statements" should be avoided. This includes any word messages, known symbols, or human statues and figurines.

2.8 PAVEMENTS

2.8.1 DRIVEWAYS

Driveways shall be constructed in accordance with the specifications below. Existing sidewalks within the rights-of-way shall be cleanly removed in the area of driveway construction and shall abut to, and meet, the grade of the newly constructed driveway. Every improved lot in Stonehouse shall have a single paved driveway that conforms to the following criteria:

- a) PAVEMENT: Generally, the minimum permitted pavement shall be standard broom finish concrete. Tooled joints shall be provided enclosing a maximum area of 144 square feet. All edges shall be formed with standard wood or metal forms. Upgraded pavements may include brick pavers, exposed-aggregate concrete, interlocking concrete pavers or patterned concrete. Refer to the Neighborhood Addenda for limitations on permitted driveway materials for each neighborhood. (Rev. 6/07) Any driveway coatings must be submitted for approval. Painted or epoxy-coated driveways are not permitted.
- b) SETBACKS: Refer to the Neighborhood Addendum for setback requirements for each neighborhood.
- c) LANDSCAPE SCREENING: Landscape screening shall be installed along the length of all driveway pads adjacent to side property lines unless sufficient natural screening is left in place. The ERC shall determine the sufficiency of existing screening. For front loading garages in front of the main body of the home (where permitted), evergreen landscape screening is encouraged along the length of the driveway to the front corner of the property. New screening shall include evergreen shrubs or trees planted at a minimum of six (6) feet on centers. Plants shall be a minimum of 30 inches high when planted.
- d) DRIVEWAY WIDTHS: Driveways shall not exceed 12 feet in width between the apron and the garage pad. Aprons may flair to 14 feet

wide. At side-entry garages the width of the pad, extending out from the door, shall be a minimum of 20 feet (25 feet recommended). At rear-entry garages the pad width extending out from the door shall be a minimum of 25 feet (30 feet recommended).

- e) DRIVEWAYS AT STREET-FACING GARAGES: (See Illustration 2.8.1, Appendix A)
 - 1) Driveway Pads at front entry garages or side entry garages that face a corner street, shall be no wider than one (1) foot beyond the outside corner of the garage door(s), and may extend up to 25 feet toward the street from the face of the garage.
 - 2) Overall driveways shall be reduced in width two (2) feet for every eight (8) feet of distance between the Driveway Pad and the street to a minimum of 12 feet. The reduction may occur on one or both sides of the driveway and shall be located as near the Driveway Pad as feasible.
 - 3) A one-foot flair at the street may be incorporated in the apron at each side of the driveway.
- f) SPECIAL DRIVEWAYS: Circular driveways, parking areas in front of the house, and other special conditions are generally discouraged where they substantially reduce the amount of front yard. The ERC may approve certain applications where they feel that the front yard appearance will not be adversely affected or for other extenuating circumstances which in the sole opinion of the ERC warrant such an approval as an exception.

2.8.2 FRONT WALKS

Front walks are required and may extend either to the driveway or to a front neighborhood sidewalk along the front of the lot. All front walks shall be paved with a material similar to the driveway or other material as approved by the ERC. Upgraded walks will generally be permitted of brick, exposed aggregate concrete, concrete pavers, patterned concrete, or cut stone (mortar-set). Walks shall be between three (3) feet and four (4) feet in width, widening as required to the front steps width.

2.8.3 OTHER PAVEMENTS

- a) OTHER WALKS: Secondary walkways located behind the front plane of the house or in the rear yard may include loose-laid stone in gravel or a mulch bed in addition to approved hard surface materials. Continuous landscape edging will be required along soft surface walks.
- b) PATIOS: Patios are permitted of hard-surfaced materials as noted

above, either set in concrete or set in sand. The ERC will judge the design and location of patios on a case-by-case basis.

2.9 MECHANICAL, ELECTRICAL AND COMMUNICATIONS EQUIPMENT

2.9.1 HVAC SCREENING

Heat pumps or air conditioning condensers must be screened with appropriate landscaping, vertical board fence enclosures, or lattice enclosures, properly supported, trimmed, level and plumb. Equipment shall be screened on all sides with allowance for one 3 feet wide opening, not visible from the street. Spaces between vertical boards shall be 2 inches max. The height of the screening enclosure or landscaping shall be at least as high as the equipment screened.

2.9.2 SATELLITE ANTENNAS

The installation of satellite antennas requires approval and will be considered under the following guidelines:

- a) PERMITTED ANTENNAS: The following antennas are permitted:
 - 1) An antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter (39 inches) or less in diameter.
 - 2) An antenna that is designed to receive video programming services via multi-point distribution services, including multi-channel, instructional television fixed services, and local multi-point distribution services, and that is one (1) meter (39 inches) or less in diameter or diagonal measurement.
- b) LOCATION: To the extent feasible, antennas should not be visible from the street. The following priorities shall be observed in determining antenna locations:
 - 1) Mounted directly on the rear of the house or on a roof plane facing the rear. An antenna may not be attached to a chimney.
 - 2) Mounted on the ground in the rear yard.
 - 3) Mounted on a pole, an existing other structure, or a tree in the rear yard.
 - 4) Side yard mounted on the ground, side of the house, a tree or a pole.
 - 5) If no clear signal may be obtained in any of the above

locations, the antennae may be mounted on the ground or, if necessary on a pole, in the front yard or on the front plane of the house.

- c) APPEARANCE AND SCREENING: Insofar as possible, the visibility of antennas should be minimized using one or both of the following methods:
 - 1) Screen the antenna from view from the street with natural planting, trees and shrubs; to the extent they do not compromise the signal reception.
 - 2) Use antennas with a dark or muted color, or paint the antenna a muted color to blend with the background surface or with the surrounding landscape.
- d) NO ADDITIONAL REGULATION BY THE HOA: Under Federal law, antennas that meet the requirements of this section may not be further regulated by the HOA as to type or placement. Residents are encouraged to use care in the selection and placement of antennas to preserve the appearance standards and character of Stonehouse.

2.9.3 OTHER ANTENNAS

Other antennas will be reviewed by the ERC on a case-by-case basis.

2.9.4 EMERGENCY GENERATORS (Rev. 6/07)

The installation of an emergency generator requires approval and will be considered under the following guidelines:

- a) Location and Screening: Permanent emergency generators shall be installed in a low visibility location approved by the ERC on a case by case basis. Emergency generators must be screened in the same manner required for HVAC units under Paragraph 2.9.1 of the Design Standards.
- b) Generator Characteristics: All emergency generators must be enclosed in a housing, normally metal. There is no restriction on the kilowatt (kW) capacity of the generator; however, the noise level of the generator must not exceed 70 decibels (dBA) at a distance of 25 feet from the generator. Certification of the dBA must be provided from the manufacturer at the time of application for approval.

2.10 EXTERIOR LIGHTING AND FIXTURES

2.10.1 PERMITTED

- a) GENERAL TYPES PERMITTED: Exterior light fixtures shall be

limited to lights at entrances, at garage doors, low-intensity landscape or driveway lights, and side or rear (only) eave-mounted floodlights directed completely within the Applicant's lot area and not onto neighboring lots.

- b) **STYLES:** Light fixtures, except for floodlights, shall be compatible in style with the style of the house.
- c) **FAÇADE FLOODLIGHTING:** Floodlighting of front façades will be permitted on condition that the floodlights use only low-voltage, incandescent fixtures. A plan showing fixture locations, types, and wattages must be submitted and approved by the ERC.
- d) **LANDSCAPE LIGHTING:** Floodlights with the light source visible from adjacent properties are not permitted. Low-voltage landscape and tree lights (up lights and down “moon” lights) may be permitted upon approval of a plan and specifications by the ERC.

2.10.2 EXCLUDED

High-intensity house, ground or pole mounted area or security lights are prohibited. “High-intensity” refers to ballasted light fixtures using high- or low-pressure sodium, mercury vapor, or metal halide lamps.

2.11 FENCES

2.11.1 FENCE CLASSIFICATIONS

There are three classifications of fences in Stonehouse: Decorative Fences, Yard Fences, and Privacy Fences. Each classification has different requirements and limitations. Classifications are defined below, with criteria provided for each. Not all fence types are permitted in all neighborhoods. Consult the Neighborhood Addenda to determine which fence types are permitted in the various neighborhoods.

2.11.2 DECORATIVE FENCES (See Illustration 2.11.2, Appendix A)

- a) **DEFINITION:** Decorative Fences shall be constructed of finished materials, properly detailed, proportioned, and styled to complement the house and property, and appropriate to the neighborhood. Examples of decorative fences include:
 - 1) Painted wood picket fence
 - 2) Pre-finished PVC picket fence
 - 3) Painted or pre-finished ornamental iron or aluminum fence
 - 4) Brick wall with decorative brick or stone cap
 - 5) Stone wall

- b) LOCATION AND USE (See Illustration 2.11, Appendix A): Approved decorative fences may be located on any part of the lot within the following limits:
- 1) Front and Corner Side Yards: Open picket or ornamental metal fences may extend to one (1) foot inside the front property line. Brick and stone walls will be considered on a case-by-case basis.
 - 2) Side and Rear Yards: Any approved decorative fence may extend into any side yard (except corner side yards), or any rear yard up to any property line that abuts another lot, or directly up to any property line that abuts common area or property not in Stonehouse. Brick and stone walls will be considered on a case-by-case basis.
 - 3) Fences shall not be constructed any closer than 50 feet to golf course property unless the siting is approved by the Traditions Golf Club as well as the ERC. (Rev. 6/07)
 - 4) Brick or stone walls may extend up to the front corners of the house. Special designs which frame and accent the house are encouraged. Decorative gates and arbors are also encouraged.
- c) HEIGHTS: Fences extending into front and corner side yards shall not exceed 36 inches in height (average) to the top. Posts and piers may be higher as required by the design. Fences extending from the front corner of the house back may be any height up to 60 inches to the top of the fence. Posts and piers may be higher as required by the design.
- d) ORIENTATION: Fences with rear supporting rails shall be constructed so that rails face into the yard (pickets face out).
- e) ADJOINING FENCES: Where a fence has been constructed on an adjoining lot up to the side or rear property line, Owner may construct an approved fence of the same or different design on his/her lot that meets (abuts) the adjoining fence. Owner may not construct a fence on the property line that has already been fenced by a neighbor.

2.11.3 YARD FENCES (See Illustration 2.11.3, Appendix A)

- a) DEFINITION: Yard fences are defined as unfinished wood fences and running rail fences. Examples of yard fences include:
- 1) Unfinished wood picket fence
 - 2) Finished or unfinished three-rail board fence

3) Unfinished two- or three-rail split rail fence

NOTE - Small opening black or green vinyl-coated wire mesh (no larger than 12 gauge) may be used on the inside of fences to contain small children or dogs. Material must be submitted to the ERC for approval along with the Fence Application.

- b) LOCATION AND USE (See Illustration 2.11, Appendix A): Yard fences are permitted in rear yards only and shall not extend any farther forward than the rear plane of the house. Front yard fencing is not permitted. The fence may extend up to side and rear property lines. In corner side yards, yard fences may extend up to 15 feet from the property line. Fences shall not be constructed any closer than 50 feet to golf course property unless the siting is approved by the Traditions Golf Club as well as the ERC. (Rev. 6/07)
- c) LANDSCAPE SCREENING: The ERC may require screening shrubbery or trees along the outside of fences, or in front of any fence noticeably visible from the street.
- d) HEIGHTS: Yard fences are limited to 48 inches in height from the ground to the top of the fence.
- e) ORIENTATION: Fences with rear supporting rails (picket fences) or posts (rail fences) shall be constructed so that supporting elements face into the yard.
- f) ADJOINING FENCES: Where a fence has been constructed on an adjoining lot up to the side or rear property line, Owner may construct an approved fence of the same or different design on his/her lot that meets (abuts) the adjoining fence. Owner may not construct a fence on the property line that has already been fenced by a neighbor.

2.11.4 PRIVACY FENCES (See Illustration 2.11.4, Appendix A)

- a) DEFINITION: Privacy fences shall include any board fence, lattice fence, brick or stone wall that does not meet the standards for Decorative Fences. Wood fences may be constructed of finished or unfinished treated wood, or naturally decay-resistant wood. Simple square posts are permitted.
- b) LOCATION AND USE (Illustration 2.11, Appendix A): Privacy fences that do not meet the Design Standards for Decorative Fences shall be limited to an area directly behind the rear plane of the house, enclosing a rectangular area, and extending no closer than 15 feet to any property line unless specified otherwise in a Neighborhood Addendum. Privacy fences may not extend into corner side yards. Fences shall not be constructed any closer than 50 feet to golf course property unless the siting is approved by the

Traditions Golf Club as well as the ERC. (Rev. 6/07)

- c) LANDSCAPE SCREENING: The ERC may require screening shrubbery or trees along the outside of privacy fences, or in front of any fence noticeably visible from the street or neighboring properties.
- d) ORIENTATION: Fences with rear supporting rails shall be constructed so that rails face into the yard (pickets or boards face out).
- e) HEIGHT: Privacy fences are limited to a maximum height of 72 inches to the top of the fence.

2.11.5 PROHIBITED FENCE TYPES

The following fence types are prohibited for use in any area of Stonehouse: chain link fences, barbed wire fences, fences with metal posts, stockade style solid picket fences, and post and wire fences. Any fence type not described in this article shall be submitted for review by the ERC to determine if it may be used, and under which classification.

2.12 PLAY EQUIPMENT AND STRUCTURES

2.12.1 DEFINITIONS

- a) PLAY EQUIPMENT: Play equipment is often highly visible, and depending on the design and application, may defeat many of the aesthetic and environmental goals that the community has sought to achieve. For this reason, the HOA requires approval of all exterior play equipment prior to placement on the lot. For the purposes of this article, play structures and equipment shall include but not be limited to the following:

SWING SETS SLIDING BOARDS BASKETBALL GOALS
TRAMPOLINES CLIMBING STRUCTURES

- b) ENCLOSED PLAY STRUCTURES: Forts, Tree-houses, Playhouses, or other enclosed play buildings with an interior height of 6 feet - 0 inches or less floor-to-ceiling, and with a total floor area of less than 36 square feet shall be considered to be Play Structures. Dog houses are also permitted under this section. Larger buildings are considered to be Accessory Buildings and are regulated under Article III of these Design Standards.

2.12.2 PLACEMENT AND SCREENING

- a) PLACEMENT: Play Equipment shall be located in rear yards only, away from property lines adjacent to other houses or streets and

away from neighbors direct view, where possible. Play structures shall not be located any closer than 50 feet to golf course property unless the siting is approved by the Traditions Golf Club as well as the ERC. (Rev. 6/07)

- b) SCREENING: The ERC may require that certain play equipment be screened from view. The standard requirement for screening will be to provide densely shaped evergreen shrubs or trees of a height when planted of at least two-thirds (2/3) the height of the structure, and so placed as to provide a continuous screen on the stipulated side. Planting can be in a continuous row or staggered. A variety of shrubs/trees may be used in addition to single species solutions. It shall be the responsibility of the Owner to submit to the ERC a plan and proposed plant types for review. Privacy fences may also be proposed by the Owner for construction as screening.
- c) TREE HOUSES AND FORTS: Elevated structures constructed in trees or on posts will be considered only in certain neighborhoods and when they can be located in natural wooded settings.

2.12.3 BASKETBALL GOALS

Basketball goals may be installed adjacent to driveways in accordance with the following criteria:

- a) The structure may not directly face the street unless otherwise approved by the ERC. A basketball goal may not be mounted on the side or front face of a garage. It may be mounted on a pole on the side of the driveway with the backboard perpendicular to the street and no further forward than the front corner of the house. Portable goals, when not in use, shall be stored in a location consistent with the above or out of view from the street.
- b) The mounting pole must be black, pre-finished metal or painted a neutral earth tone.
- c) The backboard must be grey, white, or clear acrylic. Specifically, colored backboards are not permitted.

2.12.4 CONSTRUCTION AND USE

- a) Factory built, pre-finished equipment is preferred but not required. Home-built Play Equipment shall be neat and orderly in appearance and finish.
- b) Owners should exercise care and common courtesy in using Play Equipment that creates noise (i.e. basketball goals).
- c) Play equipment which has fallen into disrepair or has been outgrown by children shall be removed from the property.

ARTICLE III ARCHITECTURAL GUIDELINES

3.1 ARCHITECTURAL GUIDELINES – GENERAL

3.1.1 TYPE OF RESIDENCE

Single family residences and multi-family units comprise the neighborhoods of the Mill Pond at Stonehouse. See the Master Plan and Neighborhood Addenda for more detail.

3.1.2 FLOOR AREAS

- a) All houses in Stonehouse are subject to minimum square footage of conditioned space requirements. Consult the Neighborhood Addenda for specific minimum requirements in each neighborhood.
- b) The following areas cannot be used to help meet the minimum square footage requirements: garages, basements, open or screened porches, terraces, decks, attics, attached storage sheds, or finished rooms above garages, except as noted in the Neighborhood Addenda.
- c) The ERC reserves the right to deny any proposed house which appears to be excessively large for the selected lot, or for the context of the neighborhood. Standards used in making this determination may include a combination of height and width appearance and/or crowding of the property lines.
- d) Houses shall not be more than 2 1/2 stories in height above a crawl space or basement. (1/2 story is defined as useable floor area under a gabled or hip roof).

3.1.3 HOUSE DESIGN CONCEPTS

Houses in Stonehouse shall be designed in one of the following styles (see Definitions in the Appendix B): traditional or transitional. Some examples of the styles are depicted in Appendix F. Styles permitted in Stonehouse offer variety while still sharing common visual characteristics and elements. ERC does not intend and could not expect the Owner to recreate traditional architecture. Therefore these styles shall be used as a starting point for the approval of the design. The goal is that the result will be a creative interpretation and blending of styles into designs that address the construction and lifestyle issues of today and the future. Strong emphasis will be placed on the design character of façades that face streets. Primary design requirements for houses include:

- a) TRUE TO STYLE: Front and side street facing façades shall utilize all appropriate design elements, defined below, which characterize the style of architecture selected. The ERC may require modifications as it sees fit to achieve the aesthetic goals of the style

of architecture selected. Simpler designs may be permitted on rear façades and sides which are not directly visible from streets.

- b) **MASSING, SCALE AND OPENINGS:** Exterior walls, planes, and masses shall be of a residential scale, appropriate to the style of architecture selected, and with sufficient openings for light, view and air consistent with other houses in the neighborhood. The ERC reserves the right to require that large wall planes be broken up with additional windows or off-sets, or be screened with vegetation, to maintain appropriate scale.
- c) **TRIM AND DETAILS:** Street-facing façades shall include appropriate trim and details. Elements such as cornices, fascias, pediments, columns, window and door moldings, railings, balusters and similar details shall be included in sufficient sizes and number to complete the traditional/transitional design. Minimum requirements for detailing may vary by neighborhood. Consult the Neighborhood Addendum for specific requirements.
- d) **ROOF PITCHES:** Minimum roof pitches may be required on houses for aesthetic reasons. Consult the Neighborhood Addendum for any minimum pitches established for that neighborhood. The ERC may require a higher pitch as required by the architectural style, or permit a lower pitch roof on a house if the architectural style supports this design, and it does not conflict with the context of the neighborhood.
- e) **UNAPPROVED DESIGNS:** The ERC reserves the right to reject houses with overstated eclectic design elements, regional styles not appropriate to Virginia, overly mixed styles, or houses with insufficient stylistic theme or treatment.

3.1.4 GARAGES

Attached and detached garages are permitted. Attached garages shall be integrated into the overall design and massing of the house. Front-entry garages are permitted in certain neighborhoods. See the Neighborhood Addenda for each neighborhood requirements. Side-entry, rear-entry, and courtyard facing garages are generally permitted in all neighborhoods. Front facing garages are limited to a maximum of a two car garage with two nine-foot wide doors encouraged in lieu of one larger door. Unless otherwise allowed by Neighborhood Addendum, front facing garages must be setback five (5) feet behind the Main Body of the House. Three car garages cannot face the front of the lot. Detached garages are regulated under Section 3.5, Accessory Buildings. Angled garages up to 45 degrees may be considered on a case by case basis.

3.2 CONSTRUCTION

3.2.1 FOUNDATIONS AND MASONRY

- a) PERMITTED FOUNDATION MATERIALS: All visible portions of exterior foundations shall be constructed of brick or stone. For houses with primary façades constructed entirely of brick, the foundation brick shall match the brick façade. (See also, para. 3.2.3f). (Rev. 6/07)
- b) COORDINATION OF COLORS: Masonry and mortar colors should be coordinated with other colors on the house, and must be approved by the ERC.
- c) FOUNDATION VENTS: For houses constructed on ventilated crawl spaces, PVC or wood-louvered vents shall be required on all front façades.
- d) STEPPED-DOWN SIDING: For houses with walk-out basements or other conditions where the grade drops along a façade foundation, the siding shall not step down below the first floor level over the length of that façade unless otherwise permitted in the applicable Neighborhood Addendum. At the rear façade, siding may continue to the floor level of a walk-out basement only if the rear façade is visually broken by a first floor deck.
- e) WATERTABLES: On all brick façades, where a significant amount of foundation wall is exposed, the ERC may require the use of either a brick water table or a brick band at watertable height to visually break up the wall.
- f) MINIMUM FIRST FLOOR ELEVATION: All single family homes will be constructed on crawl space or basement, except homes in Orchard Hill and The Overlook may be built on a slab-on-grade, raised slab, crawl space or basement with masonry veneer or stone below the first floor. The first floor elevation should be approximately two (2) to four (4) feet (maximum) above grade (See Section 2.5.3f) as measured at the front steps, requiring three (3) to seven (7) steps to the stoop or front porch of the home. However, the number of steps and the elevation of the first floor should be in keeping with the architectural style of the home.

3.2.2 FIREPLACES, CHIMNEYS AND FLUES

- a) PERMITTED CHIMNEY TYPES: Exceptions to the following chimney types may be noted in the various Neighborhood Addenda. When chimneys are used, masonry chimneys are required on front or side façades. Where deemed appropriate by the ERC, drainable synthetic stucco (also known as “exterior insulation and finish system” or EIFS) may be used on chimneys

not located on the exterior wall of the dwelling. Sided chimneys with masonry foundations are generally permitted on rear façades. All chimneys shall have foundations of materials that match the house foundation. Cantilevered frame chimneys are not permitted.

- b) **CHIMNEY DESIGN:** The width and depth of chimneys shall be appropriately sized in proportion to the size and height of the house, as determined by the ERC. The ERC may require intermediate steps and shoulders, and decorative caps on masonry chimneys.
- c) **METAL FLUE REQUIREMENTS:** Unenclosed metal flues for gas appliances including gas fireplaces shall not exceed code height requirements for roof penetration and shall not penetrate the front roof plane of the house. These flues must be finished to match color of roofing material or painted flat black.
- d) **DIRECT-VENT FIREPLACES:** For direct-vent gas fireplace boxes which protrude beyond the exterior plane of the house, the frame structure must have a foundation to match the house foundation unless otherwise approved by the ERC for locations not visible from the street, and all the exterior materials and finishes used to enclose the fireplace box must match the adjacent facade. Direct-vents shall not be located on front façades.

3.2.3 EXTERIOR WALLS AND TRIM

- a) **HORIZONTAL LAP SIDING:** Horizontal lap siding may be manufactured from natural wood or concrete fiber. Standard Dutch lap, shiplap, and beaded lap siding are generally acceptable. Vinyl siding is permitted in some neighborhoods in accordance with paragraph (d) below. See the applicable Neighborhood Addendum.
- b) **SHINGLE SIDING:** Shingle siding may be manufactured from natural wood or concrete fiber. Shingle siding may be finished with paint, or a solid color stain. Vinyl shingle siding is permitted in some neighborhoods. See the applicable Neighborhood Addendum.
- c) **FACE BRICK AND STONE:** Brick or stone may be used for all façades or for portions of façades, as approved by the ERC. Brick or stone “fronts” are permitted in combination with siding on other façades. Manufactured stone will be considered on a case-by-case basis. Provide samples of all proposed masonry and mortars for approval by the ERC. On all brick façades, the ERC reserves the right to require brick detailing such as jack arches, quoins, water tables, soldier courses, keystones, etc. to adequately detail and provide scale to the façade. The ERC further reserves the right to require brick details to be executed in an accent brick color (different from the wall brick color).

- d) **CRITERIA FOR VINYL USE:** The following criteria shall be used by the ERC in judging the acceptability of any vinyl products submitted. (In some neighborhoods, vinyl siding is prohibited. For specific information, consult the applicable Neighborhood Addendum.):
- 1) Requests for approval of vinyl siding must be accompanied by manufacturer's product specification sheet; physical samples of product, style, and color desired; and details and samples of proposed trim pieces with their locations.
 - 2) Vinyl lap siding shall have a minimum material thickness of .044 inches unless otherwise approved by the ERC for certain profiles.
 - 3) The ERC, at its discretion, may require modifications to wall surfaces including the addition of windows, doors, or breaks in the surface in order to reduce the number of locations that must be sided with long runs of vinyl requiring one or more vertical joints.
 - 4) Unless otherwise noted in the ERC's written approval for the use of a vinyl product, the following conditions shall automatically apply to each approval:
 - i) Installation shall meet or exceed the standards in the handbook of the Vinyl Siding Institute, and the conditions stated below.
 - ii) In any clear run of siding measuring 12 feet - 0 inches or less (between openings, corners, projection, etc.), only single length panels shall be used. No vertical joints are permitted.
 - iii) In clear runs of siding over 12 feet - 0 inches, joints may be provided in a random pattern in the wall. Do not "stair-step" joint patterns. In clear runs greater than 12 feet - 0 inches but less than 18 feet -0 inches in length, a maximum of one vertical joint is permitted in any horizontal line of siding. In clear runs greater than 18 feet - 0 inches but less than 30 feet - 0 inches, a maximum of two joints are permitted in any horizontal line of siding.
 - iv) On the left and right sides of the house, all joints shall face to the rear of the lot.
 - v) Trim pieces shall be manufacturer's preformed vinyl trims and manufacturer's standard pre-finished aluminum sheet. Formed angles and edges of the

metal trim sheet shall be fastened flat and "dimpling" or "oil canning" shall be minimized. Specific trim limitations may apply in some neighborhoods. Consult the applicable Neighborhood Addendum for specifics.

- e) OTHER MATERIALS: Materials other than those listed above will be considered on a case-by-case basis by the ERC.
- f) COMPATIBILITY OF MATERIALS: Where siding materials are used in combination, they shall be aesthetically compatible with each other, as determined by the ERC. The maximum number of siding / foundation materials used in combination on any facade shall be three (3) unless otherwise approved by the ERC. (Rev. 6/07)

3.2.4 EXTERIOR TRIM (See Illustration 3.2.4, Appendix A)

- a) GENERAL REQUIREMENTS: Exterior architectural detailing shall be consistent with the overall design theme of the house. Eaves, bandboards, cornices, rakes, columns, pilasters, corner boards, vents, window and door trim shall be consistent with the style of the house and sized appropriately to the scale of the house. The ERC reserves the right to require modifications to the façade to accommodate appropriate trim.
- b) CORNER TRIM: All corner trim shall be a minimum nominal four (4) inches; however, a nominal six-inch trim is encouraged.
- c) CORNICES AND EAVES: All primary façades shall have a minimum three-member box cornice and eave consisting of frieze board, eave and fascia. Some neighborhoods may require four- or five-member cornices (Illustration 3.2.4, Appendix A). For specifics, consult the applicable Neighborhood Addendum.
- d) RAKES: Generally, front-facing gable ends shall have projected box rakes with terminations architecturally compatible with the style of the house. Side wall gables may have flat rakes unless otherwise appropriate to the architectural style of the house.

3.2.5 WINDOWS AND DOORS (See Illustration 3.2.5, Appendix A)

- a) WINDOWS: Aesthetic design consideration shall be given to the location of all windows and doors which face the front of the house, or any other street. These windows should have an approximate size ratio of two to one (2:1 height: width). Generally, windows on these front façades should be no closer to a building corner than two-thirds (2/3) the window width. The ERC may require additional windows where it deems appropriate. All windows and doors shall be of a style and size that is appropriate to the design of the home. The ERC reserves the right to require different styles, sizes or

locations of windows when, in its opinion, these changes are necessary to maintain the aesthetic quality of the façade. Solid vinyl windows are permitted on façades where vinyl siding is permitted. Vinyl, single-hung windows and windows with flat flanges in place of dimensional trim will not be approved. The ERC may reject windows that do not meet this aesthetic standard. For specifics, consult the applicable Neighborhood Addendum.

- b) **WINDOW TRIM:** Traditional windows on street facing façades shall be trimmed with traditional, wide, built-up moldings, or shall have shutters. A brick mold is required on windows in brick walls. Shutters shall be compatible with the style, materials and colors of the house, and shall be of proper proportions to the windows they adjoin.
- c) **WINDOW AIR CONDITIONERS:** Window and through-wall air conditioning units are prohibited.
- d) **FRONT DOORS:** Standard painted six-panel doors will generally be permitted for the main front door of the house. Double front doors, doors with double side lites, special design panel doors, and doors with half lites are encouraged. Door styles must be submitted for approval.
- e) **STORM DOORS:** Storm doors shall be compatible with the units that they cover, and with the style and color of the house. Excess ornamentation not consistent with other ornamentation on the house is prohibited. In general, single full lite doors or traditional multiple lite doors which match the design characteristics of the doors they cover are permitted for front doors. Half lite doors are permitted on façades which do not face a street.
- f) **AWNINGS AND TRELLISES:** Sun-control devices such as awnings and trellises must be compatible with the architectural style, character, and color of the house. Generally, awnings will not be approved on the front of any home. Awnings may be permitted for approved model home “Sales Centers”, but must be removed when the home is converted to permanent residential use.
- g) **GARAGE DOORS:** Garage door detailing shall be consistent with the architectural style of the house. Metal garage doors shall approximate the appearance of wood garage doors. The ERC may reject doors that do not adequately meet this standard. The ERC encourages the use of two single-garage doors, rather than one double door, on front-entry garages and/or garages facing the street.
- h) **BAY WINDOWS:** On street facing bay windows, the windows and trim must be wide enough to fill each bay face without filling with siding. Siding or raised paneling may be used under windows.

Cantilevered bays shall have a band board and drip cap at the base of the siding.

3.2.6 ROOFS AND ROOF ACCESSORIES

- a) **ROOF MATERIALS:** Approved roofing materials vary by neighborhood, but may include cedar shakes, cedar shingles, standing seam metal, slate, and dimensional asphalt/fiberglass composition shingles (25 year minimum required, 30 year recommended). Other materials will be judged on their own merits by the ERC. See the Neighborhood Addendum to determine the specific roofing materials permitted for each neighborhood. In general only one material may be used on all roofs on the same house, except that metal porch or bay roofs may be used in combination with a different material on the main roof.
- b) **SHINGLE COLORS:** Composition shingle colors are recommended to be in the medium to deep brown or grey ranges. Very light colors and white shingles will not be approved. Black shingles are permitted but not recommended.
- c) **GUTTERS AND DOWNSPOUTS:** Gutters and downspouts shall be pre-finished to match the adjacent building material color. Copper gutters and downspouts may be used on masonry façades. Downspouts shall include short turnouts at their outlets. If extensions are required, they shall be below grade. Downspouts or ground gutters are required. Ground gutters shall match the foundation or may be brown aggregate concrete.
- d) **FLASHING:** Highly visible roof flashing shall be copper or pre-finished to match the adjacent building material color. Painting is acceptable for less visible flashing; however no exposed mill finished flashing is permitted. Imitation copper will not be permitted.
- e) **ROOF VENTS:** Attic ventilators and other roof penetrations shall be low profile designs. Ventilators shall be pre-finished or painted to match the roof color. No roof penetrations, metal ridge vents, or accessories shall be visible above the ridge of the roof nor shall they be located on the front roof plane of the house.
- f) **FULL DORMERS:** Where full dormers are used on the rear of houses, the end of the dormer shall be set back a minimum of 12 inches from the end of the house. The roof at the house end shall have a completed gable.
- g) **SKYLIGHTS:** Skylights will not be approved for the front roof planes of any houses. Where skylights are permitted, they shall be trimmed in pre-finished metal similar to the roof color.
- h) **SOLAR COLLECTORS:** Solar collectors may only be considered

where they are integrated into the design of the structure and that design is acceptable to the ERC. Collectors shall not be placed on front-facing roofs or roofs directly visible from streets.

3.2.7 PORCHES AND DECKS

- a) FRONT PORCH CONSTRUCTION: All uncovered front entry stoops shall be masonry. Covered stoops and extended front porches may be either wood or masonry. Lattice work is required as infill between the solid trimmed supports. Masonry supported porches may have concrete floors. The foundation wall shall match the house foundation. Band boards, handrails and railings shall be painted wood, PVC or metal of a design matching the style of the house. Posts supporting the porch roof shall be a nominal 6 x 6 inch square or 8-inch round finished units, trimmed as appropriate to the style of the house. The ERC may require larger posts, or different spacing of posts, where appropriate to the scale and style of the house.
- b) FRONT PORCH WIDTH: Extended front porches shall be a minimum of six (6) feet wide from the house face to the porch floor edge.
- c) FRONT STEPS WIDTH: Front steps shall be a minimum of four (4) feet wide. Wood steps on primary façades shall have closed and painted risers.
- d) FRONT PORCH FOUNDATIONS: Stoops and extended front porches shall be supported on either continuous foundations or on a minimum of 12 x 12 inch brick piers. Open areas greater than 12 inches in height under extended front porches shall be concealed with lattice.
- e) REAR DECK CONSTRUCTION: Rear decks shall be constructed of quality, decay-resistant, exterior grade or pressure-treated wood or ERC approved sythentic material, including steps with closed risers and railings. Grade level patios and terraces are encouraged. Decks shall be supported on nominal 4 x 4 wood posts minimum. Brick piers are encouraged. The open space beneath all decks greater than two (2) feet above grade but less than one story above grade shall be enclosed with lattice or other approved screening material.
- f) DECK FINISH: Decks constructed at or below the first floor level of a house may be constructed entirely of unfinished treated lumber. Handrails, band boards, railing, stringers and step risers must be painted to match the trim color of the house. Pre-finished metal, vinyl or PVC railings may be permitted consistent with the architectural style and trim color of the house. Decks or balconies constructed above the first floor level shall be finished to match the

house except for deck flooring which may be unfinished.

- g) SECONDARY PORCHES: On secondary façades, open porches, stoops and screened porches shall all be constructed of finished materials to match the house, except for deck flooring.
- h) SPAS: Spas and hot tubs are permitted on attached rear decks and patios. Remote decks or patios for spas and hot tubs, or free standing units must be located behind the house so as not to be visible from the street.

3.3 COLORS

3.3.1 TYPES OF APPROVED FINISHES

- a) All exterior colors must be approved by the ERC prior to painting or the application of pre-finished materials.
- b) Painted siding shall be painted with oil or latex based exterior house paint. Semi-transparent stains and clear finishes are generally not permitted.
- c) Vinyl siding shall be pre-finished with an integral color, as approved, and shall not be painted.

3.3.2 CRITERIA FOR JUDGING COLOR

- a) The same or very similar color schemes may not be used on adjacent houses nor on houses directly across from each other. The ERC may also reject a proposed siding color if it determines that the color has been used on too many houses in the same neighborhood.
- b) Color selections are not limited to a restricted list; however, colors should generally be muted in hue, especially for large areas such as siding. Stronger colors may be approved for focal points such as doors and shutters. Colors selected must be harmonious with each other and with other finishes such as masonry foundations, and roof colors. Shingle and metal roof colors shall be submitted at the same time as house colors. Provide samples or color chips for approval.
- c) Additions and accessory buildings must be finished in the same colors as the house.

3.4 ADDITIONS TO HOUSES

3.4.1 CONSISTENCY OF DESIGN

To ensure consistency in the design of the house and minimize visual

disruption of the neighborhood, additions must match the design characteristics of the house. Specifically:

- a) The architectural style shall match the style of the house. The use of shapes shall be similar to that of the house, but proportionately smaller so to not overpower the house. Roof styles and slopes shall be similar.
- b) Openings shall be required in additions, including windows and doors, in a similar fashion and extent as in the original house. Windows and doors shall be of matching material and, in general, matching style of those of the existing house. Exceptions may be granted at the discretion of the ERC for sun rooms or other specially glazed areas.
- c) Architectural elements such as corner and rake boards, soffits, eaves, window and door trim, and shutters shall match the style of the same elements on the house.
- d) All exterior finish materials and colors shall match the house. Matching colors on dissimilar materials is not acceptable.
- e) Walled rooms (majority solid wall vs. glass wall) shall be constructed on solid masonry foundations. Fully glazed sun rooms may be constructed on masonry piers. The space beneath any structure constructed on piers (including decks) higher than two (2) feet above grade but less than one story above grade shall be enclosed with lattice or other approved screening material.
- f) Solarium additions shall be constructed of finished wood framing or of a pre-finished metal consistent with the exterior house color scheme.
- g) Awnings or other sun screen devices must be consistent with the architectural character of the house. See paragraph 3.2.5(f).

3.5 ACCESSORY BUILDINGS (SHEDS, DETACHED GARAGES)

3.5.1 DESIGN AND CONSTRUCTION

Accessory buildings shall stylistically match the primary house (at a minimum). Economy kit buildings and pre-manufactured buildings from home-improvement stores are not permitted. Accessory buildings may not be used as sleeping or living quarters. Minimum requirements include:

- a) The architectural style shall match the style of the house. Roof styles and slopes shall be similar, i.e.: gable roof shed with gable roof house, etc. Shed roofs shall be constructed at a minimum 8 in 12 slope. Plastic walled and plywood walled sheds are not permitted.

- b) Windows and doors in accessory buildings shall be similar in style to those of the house. (Alternate styles of shed doors may be approved, at the discretion of the ERC.)
- c) Architectural elements such as corner and rake boards, soffits, eaves, window and door trim, and shutters shall match the style of the same elements on the house.
- d) All exterior finish materials and colors shall match the house. Matching colors on dissimilar materials is not acceptable.
- e) Accessory buildings may be set on foundations which match the house, or may be set directly on the ground on skids. When skids are used, the building must be set level and plumb. Any space visible under the building must be concealed with lattice or planting.
- f) The maximum size of an accessory building may be regulated in the Neighborhood Addenda. Exceptions to set limits will be judged on the merits of design, and potential impact on adjacent properties or the visual streetscape as a result of location on the lot.

3.6 GAZEBOS

3.6.1 DESIGN AND CONSTRUCTION

Acceptable gazebos shall generally be octagonal (8-sided) structures consisting of a base deck, decorative columns or posts, optional railings, and eight faced hip roof. Cupolas may be added. Square structures will be considered on the basis of equal architectural merit. Additional standards include:

- a) Exposed wood members, except decking, shall be surfaced (finished smooth) on all exposed sides. Posts, railings, and other open wood members shall be turned, edged, or worked into shapes consistent with traditional gazebo designs. Unfinished, dimensional lumber will not be approved for exposed open or free-standing members.
- b) Additional trim, detailing, brackets, cupolas, etc. shall be appropriate to the design and size of the gazebo. The ERC reserves the right to deny gazebo designs with excessive, insufficient and/or inappropriate detail.
- c) Gazebos may be built on site or assembled from kits.

3.6.2 COLORS AND FINISHES

Gazebos constructed on decks attached to the primary house shall be painted to match the trim color of the house. Free-standing gazebos set away from the house may be painted to match the house trim or finished

with a clear finish. Roofing shall match the house (cedar shake, hand seamed metal, etc.), unless otherwise approved by the ERC.

ARTICLE IV OTHER STANDARDS

4.1 PROPERTY MAINTENANCE

4.1.1 BASIC MAINTENANCE

All approvals for property improvements are granted on the condition that these improvements are maintained in good condition such that they do not visibly deteriorate over their life. To maintain compliance with these Standards, each Property Owner has the following responsibilities:

- a) Seeding, weeding, regular cutting, and watering of lawns, including the grass strip next to street or within drainage swales which may technically be within public road rights-of-way
- b) Pruning and care of all trees and shrubbery
- c) Periodic cleaning, painting and external care of structures and other improvements (peeling, chipped, cracked or missing paint must be replaced)
- d) Replacement of exterior materials when they begin to fail, decay, break down, rot, or suffer damage from weather, etc. (examples include roof shingles, siding, windows, doors, etc.)

4.2 YARD STORAGE

4.2.1 VEHICLES

The following vehicles may not be parked or stored on any lot (except in an approved garage), common area, or street in Stonehouse: campers, house trailers, horse and utility trailers, recreational vehicles, boats, motorcycles, school buses, commercial vehicles, inoperable vehicles, vehicles without current registration, or similar items. These vehicles must be parked in an area designated by the HOA, or if no such area is designated, they must be parked outside the development. Major vehicle repairs may not be undertaken except in enclosed garages. Minor emergency repairs such as battery charging or changing, replacing a flat tire and jump-starting are permitted in the open on any lot or as otherwise determined by the HOA Board of Directors.

4.2.2 STORAGE UNITS

One (1) Temporary storage unit (e.g. POD) may be permitted for up to 14 days to allow for the transfer of household goods. These units must be placed on the driveway pad.

4.2.3 WOOD PILES

Firewood may be stored on lots in the rear yard only. The ERC will consider the design and location of covered structures for wood piles.

4.2.4 TEMPORARY MATERIALS STORAGE

Temporary storage (up to 14 days) of construction, yard work, or landscape materials is permitted on the driveway pad or at the rear of the house. Material may be covered with natural (green, tan or brown) colored tarpaulins. Bright-colored tarpaulins are not permitted. Long-term storage of materials, equipment, etc. shall be in the house, in an approved accessory building, or within an approved screened enclosure.

DRAFT

**THIS PAGE
INTENTIONALLY
LEFT BLANK**

APPENDIX A - ILLUSTRATIONS

The illustrations on the following pages are referenced to the Design Standards by paragraph number. Please refer to the designated paragraph number (also the illustration number) for the paragraph containing requirements relating to the specific illustration.

LIST OF ILLUSTRATIONS

- 2.1.2 ELEMENTS OF A LOT
- 2.5.2 SETBACKS DEFINED
- 2.7.1 REQUIRED MAILBOX DESIGN
- 2.7.2 FOR SALE SIGNAGE
- 2.7.3 BUILDER SIGNAGE
- 2.8.1 DRIVEWAYS AT STREET-FACING GARAGES
- 2.11 YARD AREAS DEFINED FOR FENCING
 - 2.11.2 DECORATIVE FENCE TYPES
 - 2.11.3 YARD FENCE TYPES
 - 2.11.4 PRIVACY FENCE TYPES
- 3.2.4 EXTERIOR TRIM REQUIREMENTS
- 3.2.5 WINDOW AND TRIM

ILLUSTRATION 2.1.2 - ELEMENTS OF A LOT

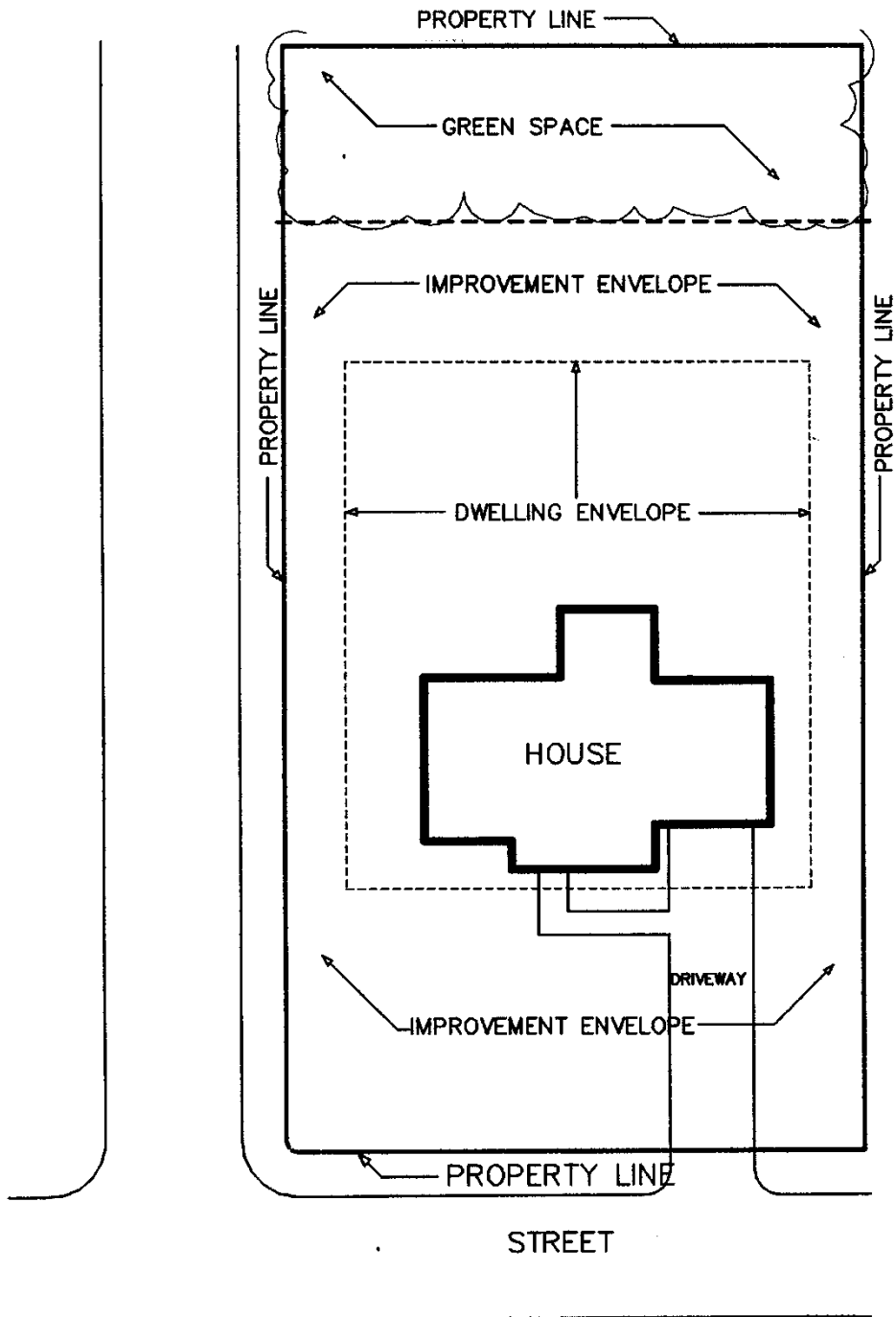


ILLUSTRATION 2.5.2 - SETBACKS DEFINED

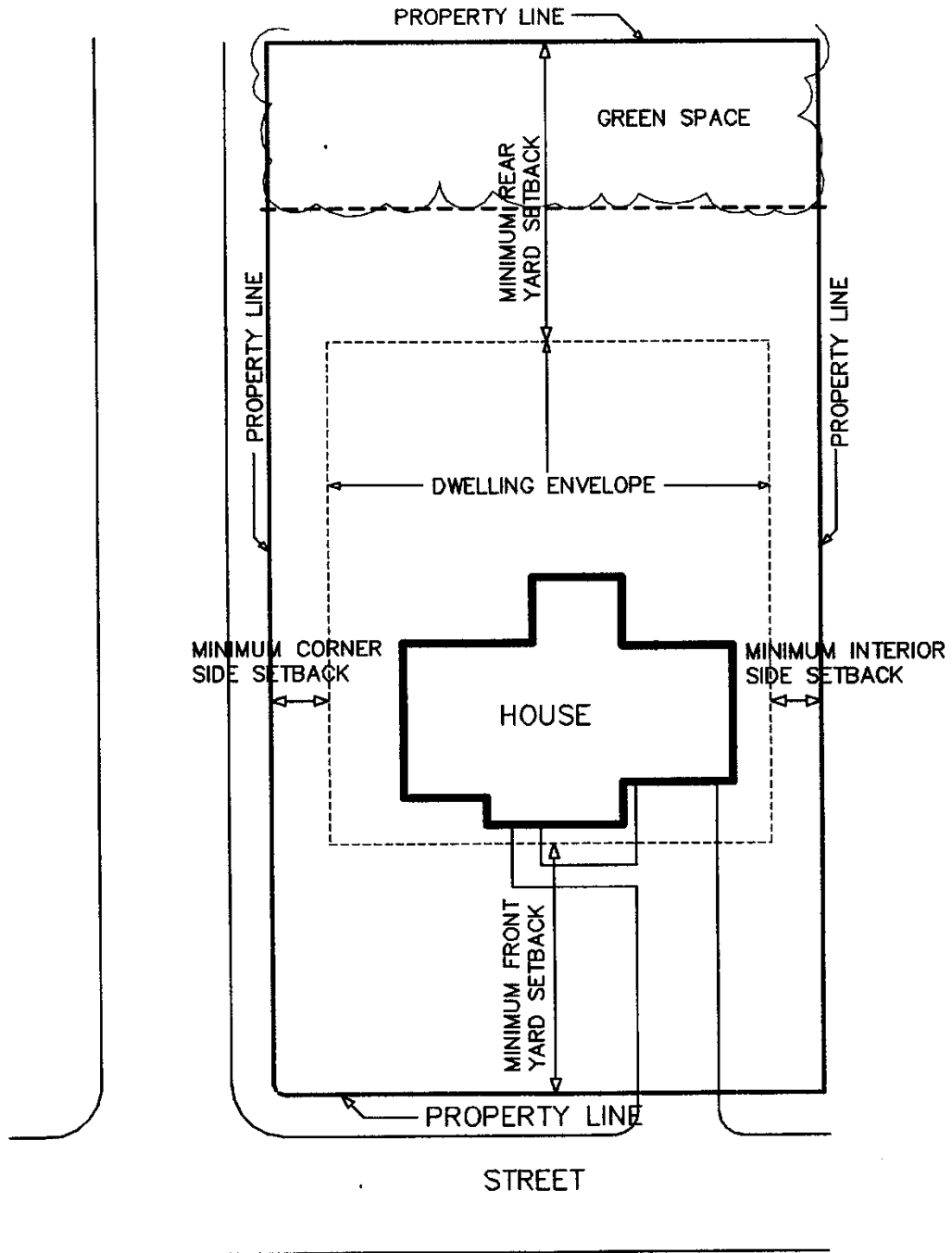


ILLUSTRATION 2.7.1 - REQUIRED MAILBOX DESIGN

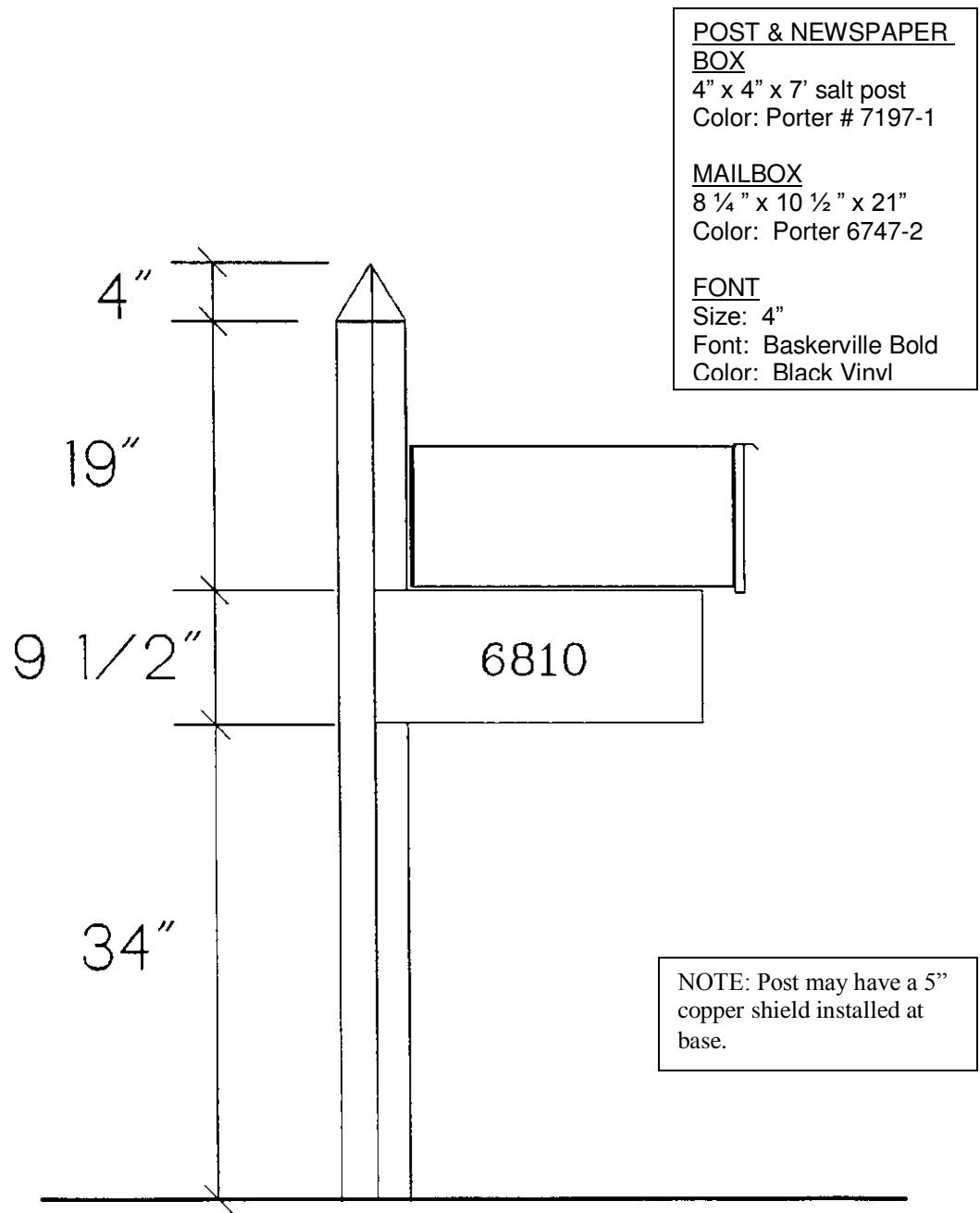


ILLUSTRATION 2.7.4.A - BUILDER SIGNAGE

Sign Blank:
3/4" x 18" x 24"
3/4" x 10" x 20"
3/4" x 7" x 20"
color: Porter 6747-2
back: Porter 7197-1

Post:
4" x 4" x 7' salt post
color: Porter 7197-1

Logo: Purple 062 vinyl
stripe: Medium Gray vinyl

Font:
Baskerville Bold
color: black vinyl

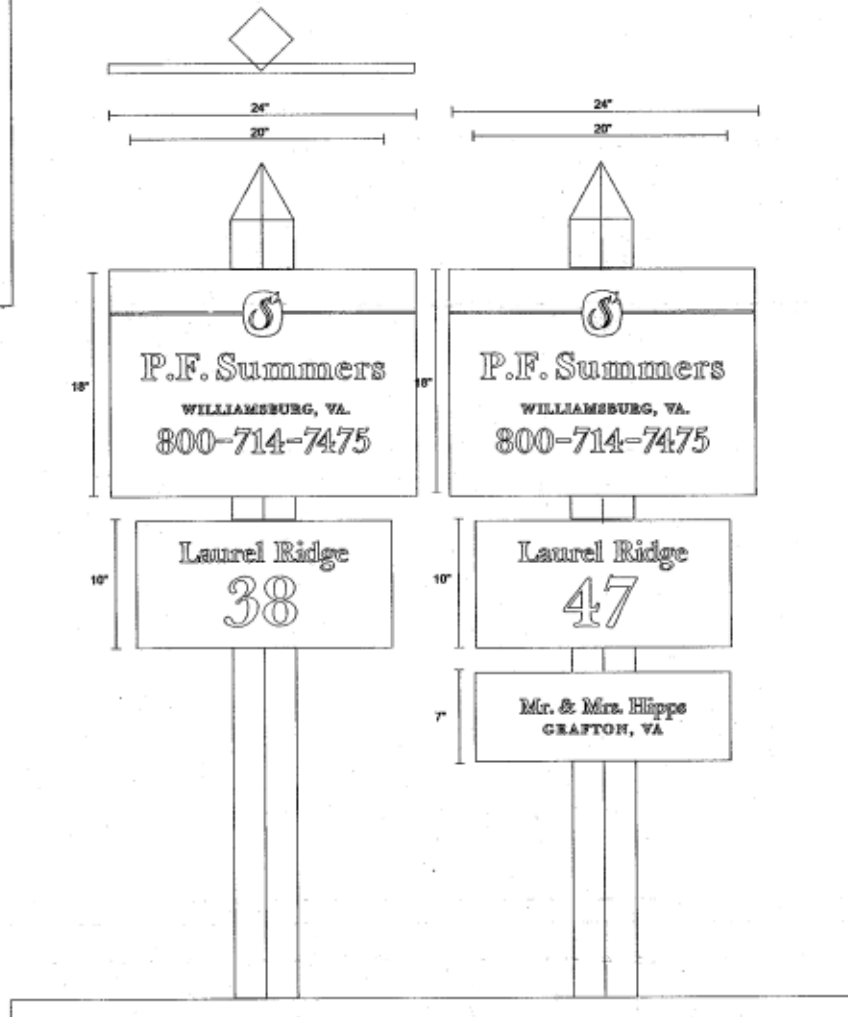


ILLUSTRATION 2.7.2.B - FOR SALE SIGNAGE

Sign Blank:
3/4" x 7" x 20"
color: Porter 6747-2
back: Porter 7197-1

Post:
4" x 4" x 4' salt post
color: Porter 7197-1

Font:
Baskerville Bold
color: black vinyl

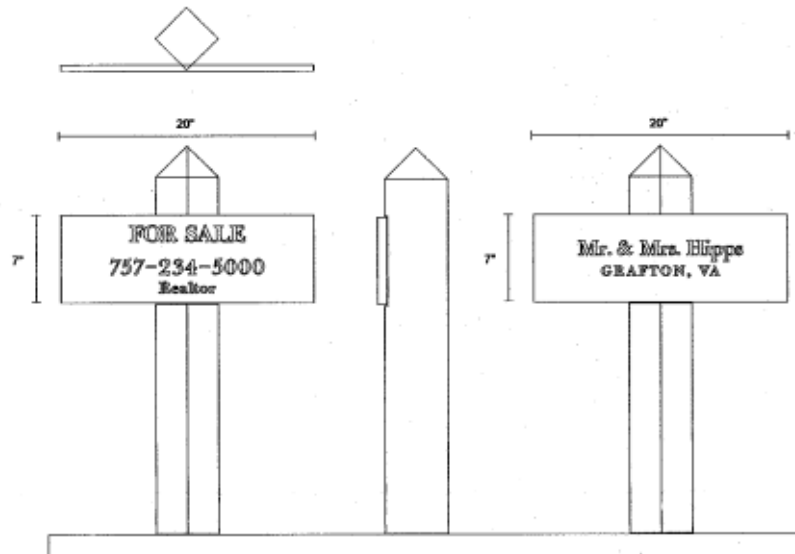
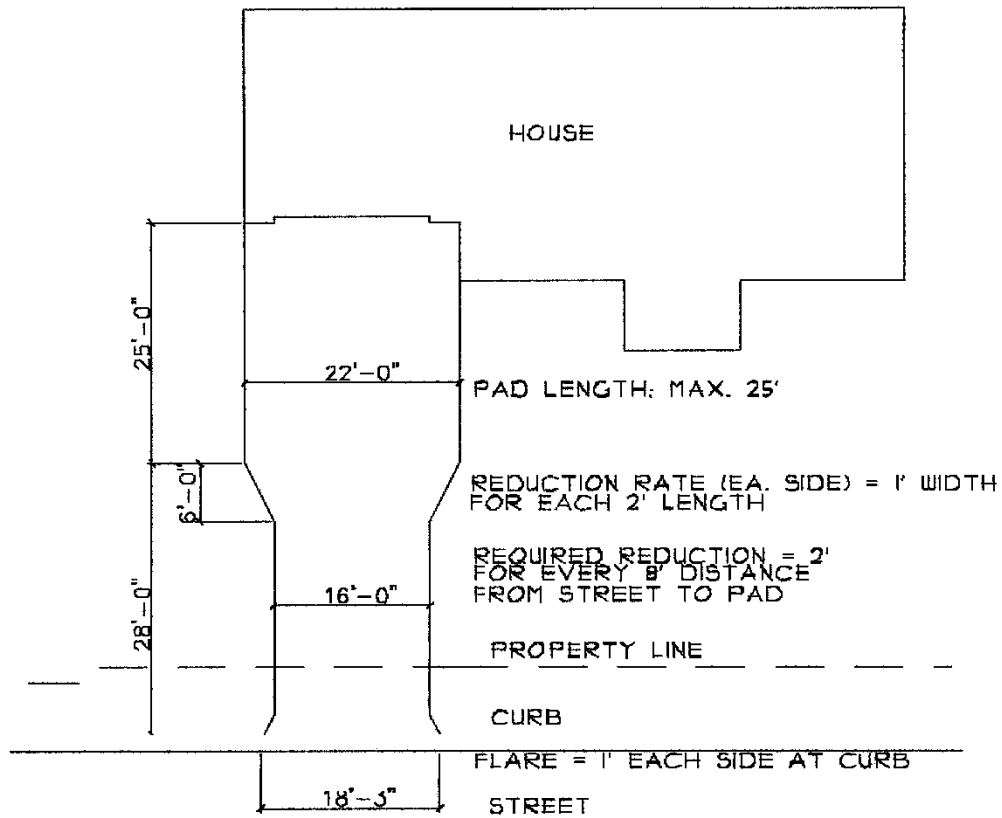


ILLUSTRATION - 2.8.1 DRIVEWAYS AT STREET-FACING GARAGES



IN THIS EXAMPLE, THE 28' DISTANCE FROM THE STREET TO THE PAD CONTAINS THREE 8' LENGTHS (24'). A PARTIAL LENGTH DOES NOT COUNT. THE THREE 8' LENGTHS REQUIRES A TOTAL 6' REDUCTION IN WIDTH (22' - 6' = 16').



ILLUSTRATION 2.11 - YARD AREAS DEFINED FOR FENCING

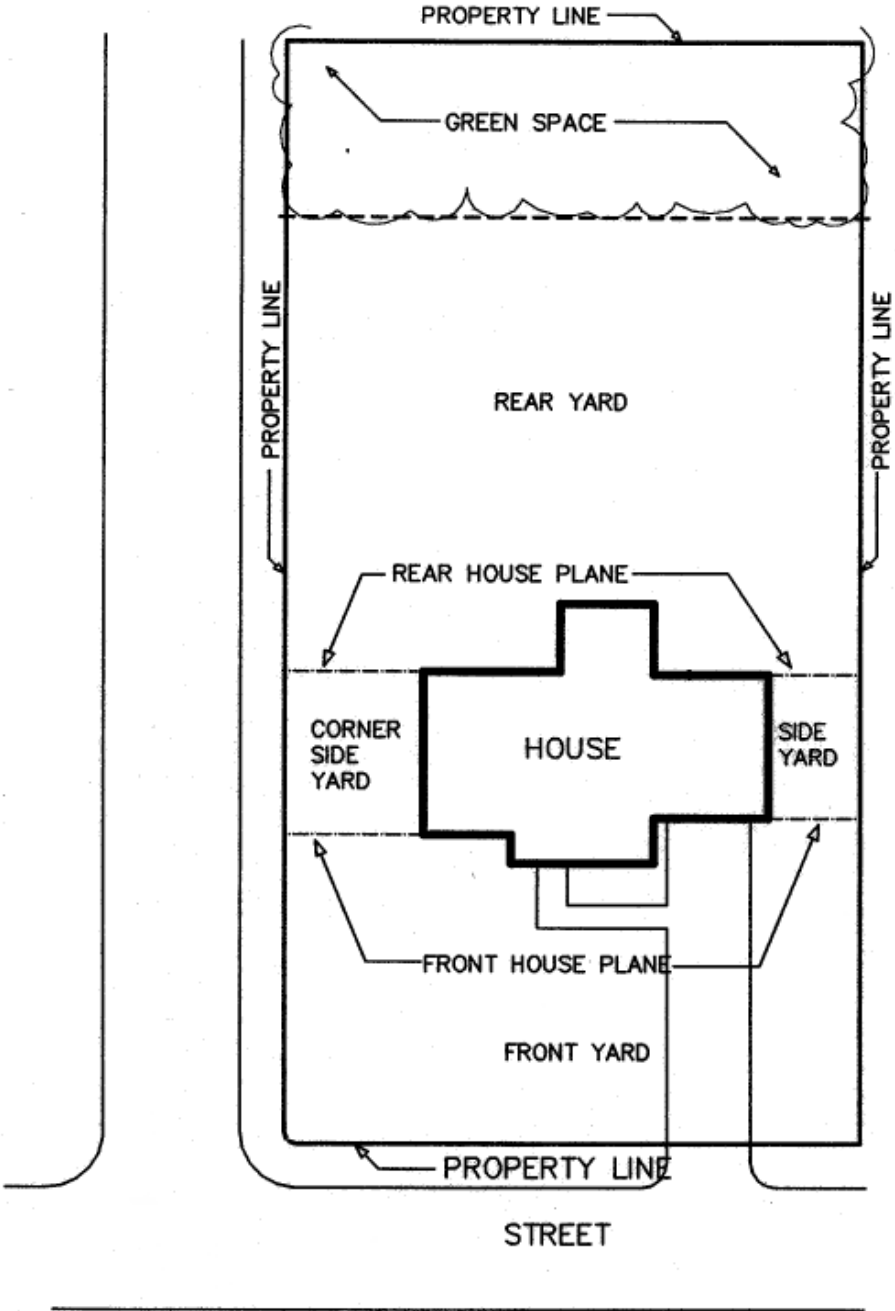
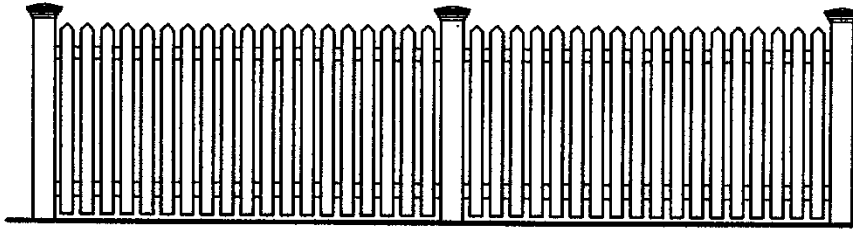
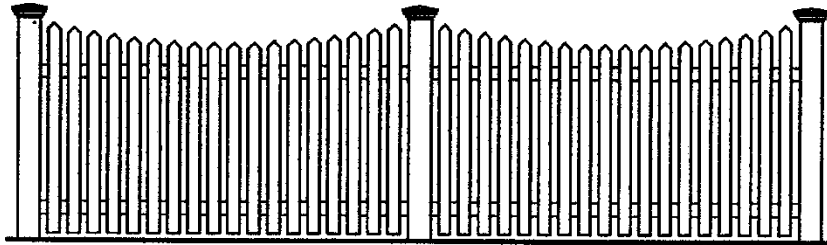


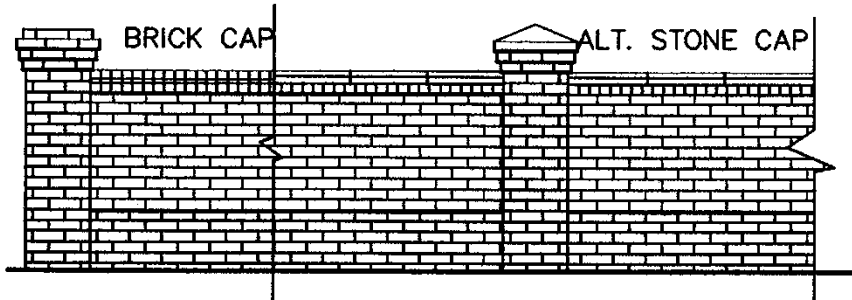
ILLUSTRATION 2.11.2 - DECORATIVE FENCE TYPES



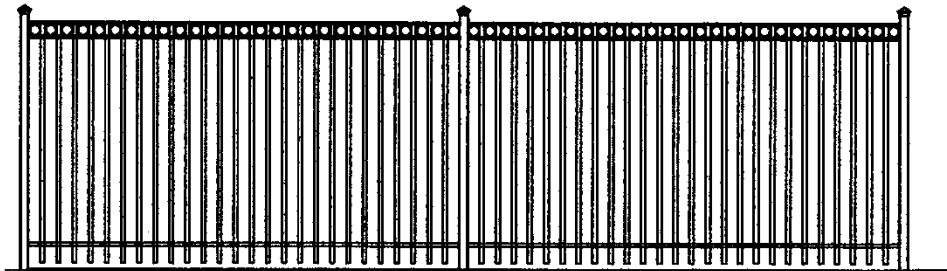
EXAMPLE DECORATIVE PICKET FENCE



EXAMPLE CONCAVE PICKET FENCE

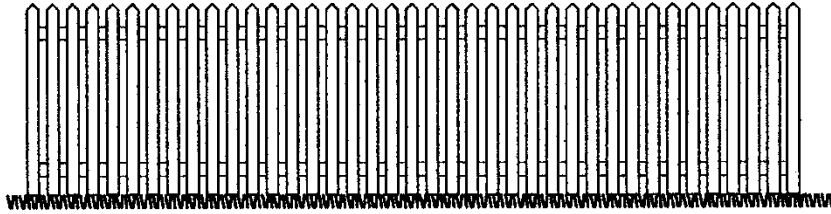


EXAMPLE BRICK WALL

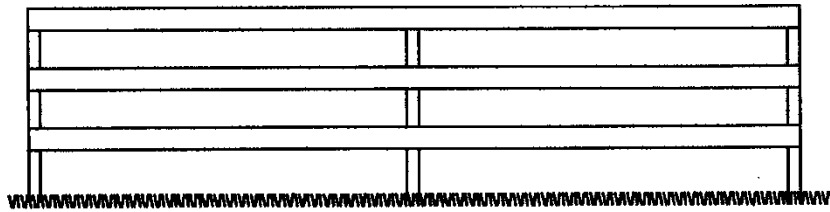


EXAMPLE ORNAMENTAL METAL FENCE

ILLUSTRATION 2.11.3 - YARD FENCE TYPES

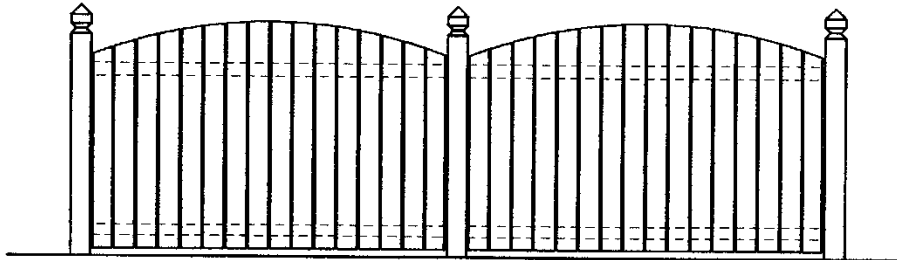


STANDARD PICKET FENCE

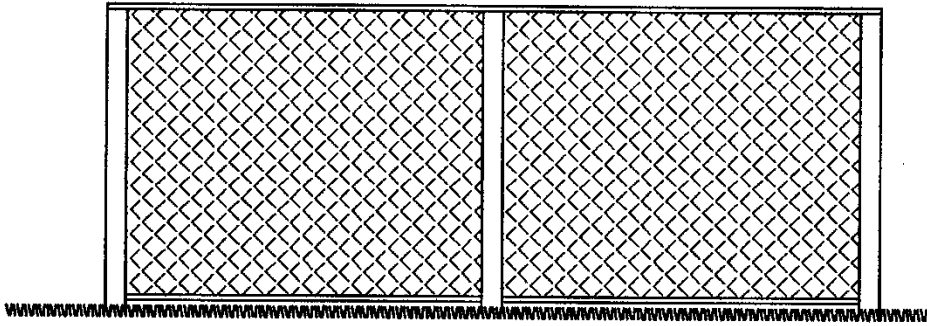


THREE RAIL FENCE
(BOARD RAIL OR SPLIT RAIL)

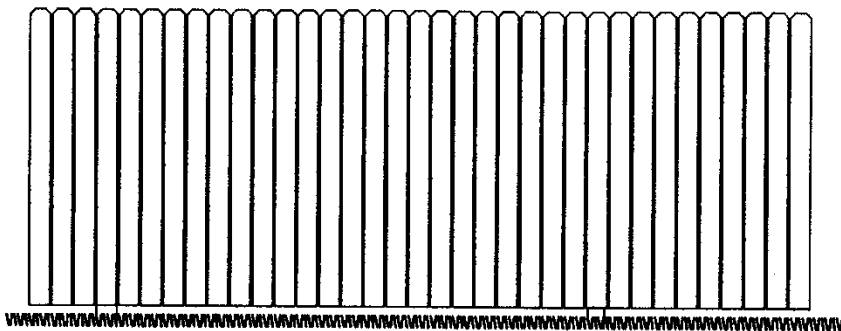
ILLUSTRATION 2.11.4 - PRIVACY FENCE TYPES



CONVEX PRIVACY FENCE

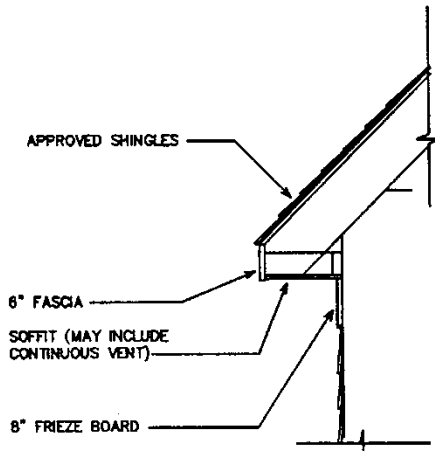


FRAMED LATTICE FENCE

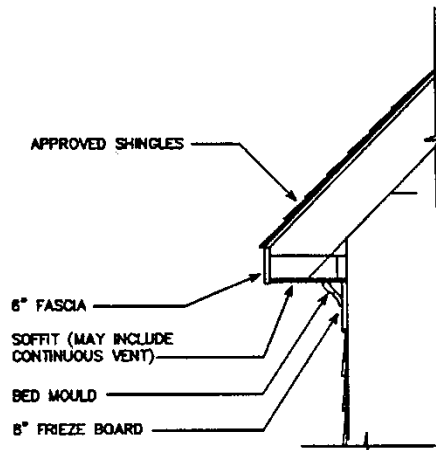


SOLID BOARD FENCE

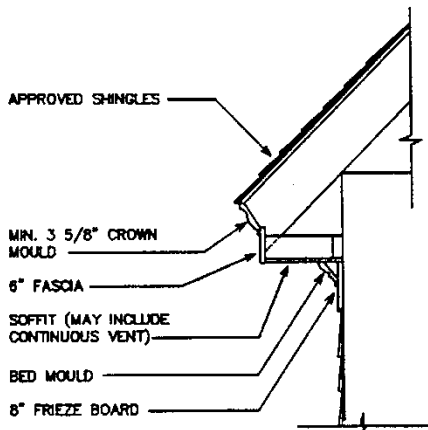
ILLUSTRATION 3.2.4 – EXTERIOR TRIM REQUIREMENTS



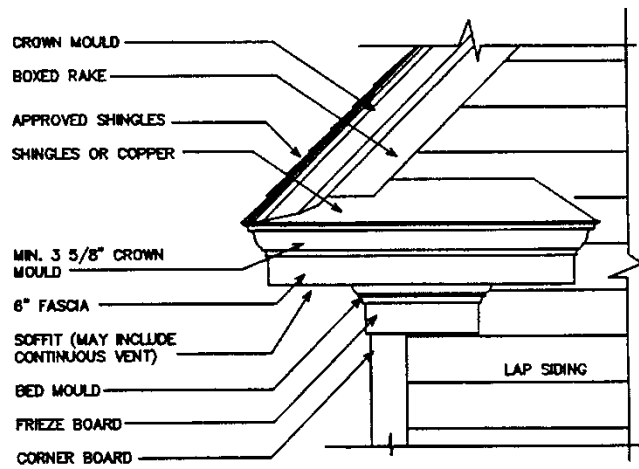
TYPICAL 3-MEMBER CORNICE



TYPICAL 4-MEMBER CORNICE

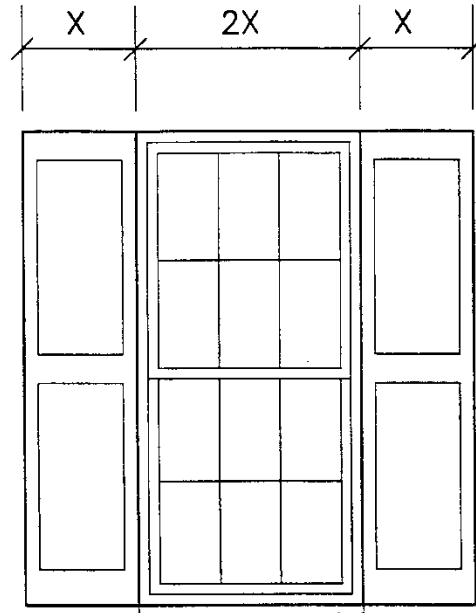


TYPICAL 5-MEMBER CORNICE

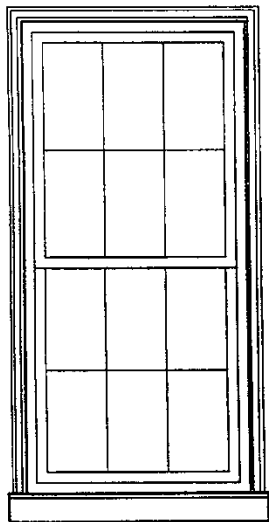


EXAMPLE OF CORNICE WITH RETURN, BOX RAKE, AND CORNER BOARD

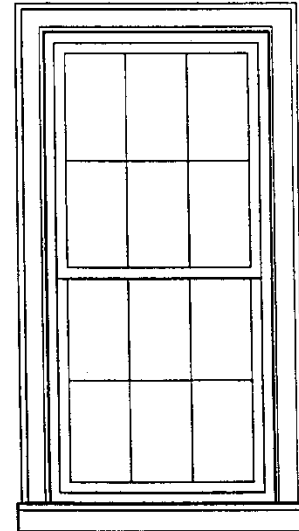
ILLUSTRATION 3.2.5 - WINDOWS AND TRIM



STANDARD WINDOW WITH SHUTTERS



**WINDOW WITH
BRICK MOLD
& BRICK SILL**



**WINDOW WITH WIDE
TRIM AND BRICK SILL**

THIS PAGE
INTENTIONALLY
LEFT BLANK

APPENDIX B - DEFINITIONS USED IN THIS BOOK

<u>APPLICANT</u>	<u>The responsible entity shall in all cases be the Property Owner(s). However, the Property Owner may designate someone to act in his/her behalf.</u>
<u>ASSOCIATION</u>	<u>The Association at Stonehouse Inc.</u>
ARCH	A structural method of spanning an opening, usually with masonry, whereby curved, pointed or flat upper edges of the opening are formed.
<u>ASSOCIATION MANAGER</u>	<u>Employed by the Board of Directors to manage the day to day operations of the Association At Stonehouse, Inc. Offices are located at 9701 Mill Pond Run, Toano, VA 23168. Phone 757-566-0128 FAX 757-566-1198.</u>
ARCHITECTURAL DRAWINGS	A set of detailed drawings which are used by the Contractor to build a house. The drawing set includes floor plans, elevations of all sides of the house, building sections to identify all building materials and details. The plans are usually drawn at a scale of 1/4 inch =1 foot - 0 inches.
AWNING WINDOW	A window which is hinged at the top and swings outward from the bottom.
BOARD RAIL FENCE	A fence consisting of horizontal rails of flat sawn lumber nailed to the flat sides of rectangular or square vertical posts. There are normally three horizontal rails with equal spacing. The fence is typically 48 inches high with the three horizontal rails spaced equally apart.
BONUS ROOM	A room constructed over an attached garage that is not part of the primary living area of the house: i.e.: not a bedroom, living room, dining room, kitchen or bath.
CERTIFICATE OF COMPLIANCE	A final approval letter provided by the ERC upon satisfactory completion of the home and landscaping. The Certificate inspects for conformance to house elevations, building materials and colors, final landscaping, repair of any construction damage to adjoining property, etc. The Certificate does not provide for any building code, structural, or other governmental approvals.
CLEARING	Complete removal of natural vegetation from the area of construction.

COMMON AREA/OPEN SPACE	Areas within the community, other than those owned by individual Homeowners, that are held in common by Homeowners Associations and maintained by these associations.
CONSTRUCTION SETBACK AREA	Required distance inside all property lines which cannot be built in as determined by County zoning ordinances or the Restrictive Covenants of the neighborhood.
CONTEMPORARY	For these Standards, contemporary shall refer to 20 th century styles such as Craftsman and Prairie styles. Contemporary shall also refer to custom Architect designed homes utilizing unique or sculptural arrangements of forms, masses, voids and details.
CORNICE	Exterior trim of a structure at the eave; usually consists of bed molding, soffit, fascia and crown molding.
CORNER BOARDS	Vertical boards installed on the corners of wood sided homes to cover the ends of the siding.
<u>CORNER SIDE YARD</u>	<u>The Side Yard area between the front and rear yards (see definitions) of a corner lot and facing a street. (Illustration 2.11, Appendix A).</u>
DENTIL MOLDING	Molding that consists of a band of small square tooth-like blocks forming part of the eave. (See also Modillion Blocks)
DIMENSIONAL COMPOSITION SHINGLE	Asphaltic/fiberglass roofing material manufactured in laminated layers to achieve the depth and dimension variation that simulates the look of wood shingles or slate. The material is imbedded with the color grain to provide a variety of roofing color schemes.
DORMER WINDOW	Vertical window which projects from a sloping roof, placed in a small gabled or shed roofed enclosure projection.
DOUBLE HUNG WINDOW	Window with two vertically operating sashes sliding in two directions to enclose the opening.
DRIP LINE OF A TREE	Imaginary line projected vertically from the outside edge of the branches.
EASEMENT	A right afforded a person or entity to make limited use of another person's real property such as a right-of-way through a lot established for utilities.
EAVE	The lower horizontal or sloping surface of a sloping roof which projects beyond the wall.
ELEVATION (Building)	Exterior vertical face of a structure: front, side, and rear.

	Generally applies to drawings of the building. (See also Façade)
ELEVATION (Land)	The height of a point (of land, floor, or other element) above sea level, usually specified in feet (ex. 36.00 feet).
EVERGREEN SHRUBS	Shrubs which do not shed their leaf growth seasonally.
EYEBROW WINDOW	A low dormer on the slope of a roof formed by the roofing material being carried over the opening in a wave line.
FAÇADE	Exterior face of a building. (See also Elevation)
FINISH	A coating applied to a material on the job site, such as paint or stain. A pre-finished material such as shingles, face brick, vinyl siding, clad windows, etc.
FINISHED FLOOR AREA	Amount of space within a structure that is conditioned (heated/cooled) area and in which all construction is complete with interior finishes and finished materials.
FLOOD PLAIN	Land which borders a body of water which is subject to periodic flooding.
FLOOR PLAN	A drawing showing the layout of the enclosing walls of a structure, its doors and windows, and the arrangements of the interior spaces as viewed from above.
FOOTPRINT	Outline of a structure as viewed from above.
FOUNDATION (FOOTERS)	The structural base whereby all of the load from the building is transmitted to the ground. The foundation wall is usually constructed out of masonry materials. The footer runs under the foundation wall and is typically concrete.
<u>FRONT PLANE OF THE HOUSE</u>	<u>The line of the front facade extending from the farthest right front house corner to the farthest left front house corner, and then extending parallel to the house front, from the house corners to the side lot lines. In cases, where a minor wing of the house is set back more than half the depth of the main house body (see definition), the front of that wing may not be included as part of the Front Plane. Where this definition is in question for a specific house, the ERC shall interpret the limits of the front plane (Illustration 2.11, Appendix A).</u>
<u>FRONT YARD</u>	<u>The yard in front of the house, and in front of the lines extending parallel to the house front from the house corners to the side lot lines. For the purposes of landscaping and property maintenance, this yard extends to the full width of the lot and to the street edge. (Illustration 2.11, Appendix A).</u>
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.

<u>HOA</u>	<u>The Association at Stonehouse, Inc.</u>
JACK ARCH	Also called flat arch or straight arch. It is a horizontal row of wedge cut brick over an opening.
<u>MAIN BODY OF THE HOUSE</u>	<u>This typically includes the central portion or largest section of the house as defined by the single major roof form (hip or gable), and usually including the front entrance and major rooms (living, dining). Where this definition is in question for a specific house, the ERC shall define the main body.</u>
MODILLION BLOCKS	A horizontal bracket in the form of a decorative or plain block, spaced at even intervals along the eave.
NOXIOUS OR POISONOUS VEGETATION	Natural vegetative growth with a wild <u>unkempt</u> appearance such as uncontrolled vines, briars, poison ivy, poison oak, poison sumac.
PEDIMENT	A formal gabled element, usually with a pronounced cornice on all sides, used over entrances primarily.
PICKET FENCE	A fence consisting of closely spaced vertical slats attached to horizontal rails and intermediate posts.
PILASTER	A rectangular or semicircular column applied to the wall simulating supports for a decorative pediment or arch above (usually used a main entrance).
PITCH	The indication of the steepness of a roof measured by the amount of rise in inches per foot of horizontal length. (See also Slope)
<u>PLANE OF HOUSE</u>	<u>The facade of the house that includes the primary body of the house which is generally defined by the corners of the house, not including garages. The Front Plane would be that portion facing the street and the Rear Plane that portion facing the rear yard. (Illustration 2.11, Appendix A).</u>
PRE-FINISHED MATERIAL	Material that has received a factory finish and is ready to install upon delivery to the construction site (i.e. roofing shingles).
PROPERTY LINE	Legal limits of property, property edge.
RAKE BOARD	A board or molding along the sloping edge of a gable which conceals the rafter.
<u>REAR PLANE OF THE HOUSE</u>	<u>The line of the rear facade extending from the farthest right rear house corner to the farthest left rear house corner. Where this definition is in question for a specific house, the ERC shall</u>

interpret the limits of the rear plane (Illustration 2.11, Appendix A).

<u>REAR YARD</u>	<u>The yard is located behind the rear plane of the house generally facing the rear property line (Illustration 2.11, Appendix A).</u>
RIDGE VENT	A linear ventilating cap installed along the ridge of a gabled roof.
RIGHT-OF-WAY LINE	A strip of land which has been granted by deed or easement for the construction or maintenance of a roadway. Generally, the front property line of a lot is not at the curb or edge of the road, but set several feet back, behind the Right-Of-Way line. Street and traffic signs are allowed in this area. Private mailboxes and landscaping are also permitted in the Right-Of-Way.
SCALE	(1) A system of proportions used in architectural drawings so that the actual size of an item to be drawn can be reduced to a size small enough to fit on a sheet of paper (i.e. 1/4 inch = 1 foot - 0 inches (1/4 of an inch on the drawing represents 1 foot of actual size of the item being drawn). (2) Term used to relate to the proportional balance of all elements of a building.
SCREENING	Shielding method using either natural vegetation or a structure to conceal an unsightly condition from view, or provide protection from noise or wind exposure.
SEGMENTED ARCH	An arch which is composed of part of a circle (less than half).
SELECTIVE CLEARING	Limited removal of trees permitted outside of area of clearing and grubbing work. Primarily the removal of dead or diseased trees, scrub undergrowth and the thinning of overly dense growth. This is accomplished with hand labor rather than heavy equipment to prevent damage to the roots of growth to remain.
<u>SILVICULTURAL</u>	<u>The care and cultivation of forest trees; forestry.</u>
SITE PLAN	A plan of a lot indicating property lines, the accurate location and size of structures shown with dimensions to property lines.
SKID	A small platform laid on the ground that serves as the foundation for a moveable accessory building.
SLOPE (ROOF)	The indication of the steepness of a roof measured by the amount of rise in inches per foot of horizontal length. (See also Pitch)
SOFFIT	The exposed undersurface of any overhead component of a

	building (i.e. eave).
SOLID BOARD FENCE	A privacy fence consisting of a wood framework with flat vertical boards attached to the outside face of the framework. The vertical boards can have various end treatments.
STORY (i.e. 2 1/2-STORY HOUSE)	A floor area on one level, enclosed by the house walls (i.e. first floor = first story). A 1/2 story refers to a floor area enclosed within the roof area, above the top of the house walls (attic areas both finished and unfinished).
STUCCO	A trowel applied cement plaster on wire lath used for exterior wall surfaces. Color can be integrally added.
SYNTHETIC STUCCO (DRAINABLE)	A pre-manufactured exterior finish material resembling cement stucco with smooth or textured surfaces which can be applied over the exterior sheathing of a building. (Also called exterior insulation and finish system or EIFS)
TOPOGRAPHY	A description of the vertical <u>land deviations</u> (flat, sloping, hills, valleys, etc.)
TRADITIONAL STYLE	Architectural styles copied or derived from those historical styles characteristic of older southern cities. Traditional styles in Virginia include Georgian, Adam, Greek Revival, Colonial Revival, Early Classical Revival, or Neoclassical.
TRANSITIONAL STYLE	For the purposes of these Standards, Transitional architecture includes houses of mixed historical styles (see Traditional above); houses using Victorian styles such as Stick, Queen Anne, Shingle; and houses using more contemporary massing and arrangements of traditional details.
UNFINISHED MATERIAL	Material that does not receive a special coating to alter the natural appearance but may be treated with a preservative to prevent decay (i.e. salt treated lumber).
VARIANCE	An exception made to the Design Standards which may be granted solely by the ERC and follows an established process. See Section 1.5.6, Variances.
VEGETATION	Plant growth (trees, shrubs, grass, etc.) either in its natural setting or a transplanted location.
VOCABULARY (DESIGN)	Composition of architectural elements which are assembled together on a house.
WINDOW AND DOOR TRIM	Board or molding installed around perimeter of a window or a door to conceal the joint.
WINDOW SASH	The framework of a window that holds the glass.

APPENDIX C - NEIGHBORHOOD ADDENDA

Neighborhood Addenda for each neighborhood, showing special requirements for each, are included following this page. This Appendix will be updated as new neighborhoods are developed within the Community. If this copy of the Design Standards does not have an Addendum for a particular neighborhood, please contact the office of The HOA at Stonehouse to obtain a copy. The requirements in the Addendum are a part of these Design Standards and are enforced as such.

List of Addenda

Bent Tree
Hillcrest
Hollow Oak
Laurel Ridge
Leatherleaf
Lisburn
Orchard Hill - Phase I
The Overlook at Orchard Hill - Phase I
Orchard Hill Phase II and Overlook Phase II
Richardson's Mill – Sections 1 and 2
Summerfield
Walnut Creek

THIS PAGE
INTENTIONALLY
LEFT BLANK

STONEHOUSE NEIGHBORHOOD ADDENDUM

BENT TREE

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 2,400 s.f.
- 1.2 Maximum Finished Floor Area (excludes finished bonus room over garage)..... 4,500 s.f.
Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgment as to acceptable maximum house size.
- 1.3 Maximum Finished Bonus Room. 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.4)
House, incl. Porches	35 Ft (see 2.1)	10 Ft (see 2.2)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.5)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

- 2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys may encroach up to five (5) feet. A covered porch may encroach up to five (5) feet. See recorded plat for each lot.
- 2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.
- 2.3 Minimum rear setback from the golf course is 50 feet unless otherwise noted. Exceptions to this may be granted only upon written permission from the Traditions at Stonehouse (golf course) and will be limited to a minimum of 35 feet).
- 2.4 Driveway setback may be reduced to five (5) feet with landscape screening.
- 2.5 Four-member cornice is minimum, five-member encouraged.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

- 3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

- 4.1 Permitted siding materials include brick, stone, natural wood lap siding and cement fiber lap siding. Trim may be wood or PVC. Vinyl and/or aluminum siding are not permitted.

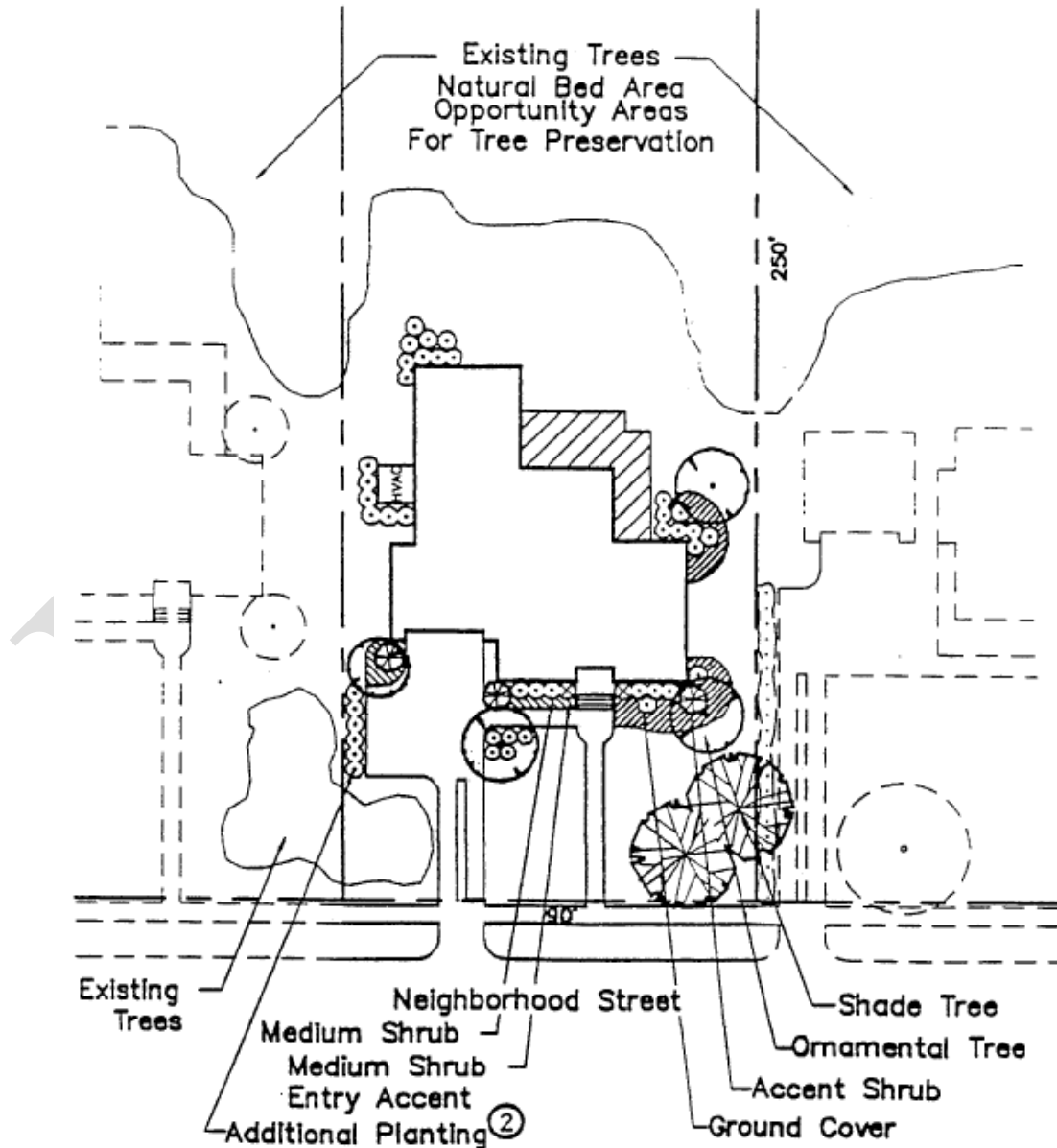
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 BENT TREE

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4—(5 for corner lot planted on streetside)
Accent Shrub	3
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



STONEHOUSE NEIGHBORHOOD ADDENDUM

HILLCREST

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 2,000 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.3)
House, incl. Porches	35 Ft	10 Ft (see 2.1)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.4)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys may encroach up to five (5) feet. A covered porch may encroach up to five (5) feet see recorded plat for each lot.

2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.

2.3 Driveway setback may be reduced to five (5) feet with landscape screening.

2.4 Four-member cornice is minimum, five-member is encouraged.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Permitted siding materials include brick, stone, natural wood lap siding and cement fiber lap siding. Trim may be wood or PVC. Vinyl and/or aluminum siding are not permitted.

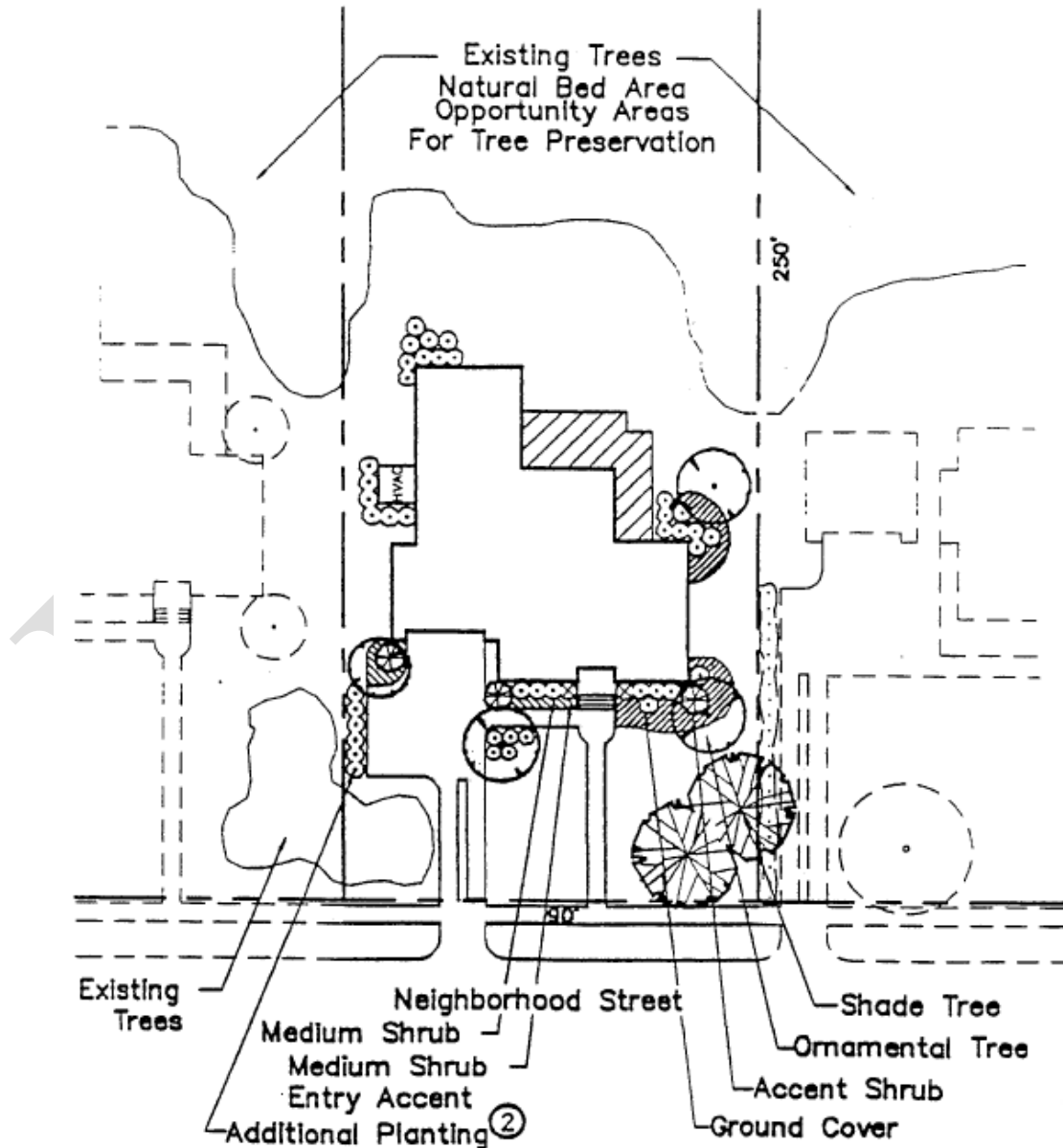
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 HILLCREST

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4- (5 for corner lot planted)
Accent Shrub	3
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



STONEHOUSE NEIGHBORHOOD ADDENDUM

HOLLOW OAK

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 2,000 s.f.

1.2 Maximum Finished Floor Area (excludes finished bonus room over garage)..... 3,500 s.f.

Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgment as to acceptable maximum house size.

1.3 Maximum Finished Bonus Room..... 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.3)
House, incl. Porches	35 Ft	10 Ft (see 2.1)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys may encroach up to five (5) feet. A covered porch may encroach up to five (5) feet.

2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.

2.3 Minimum rear setback from the golf course is 50 feet unless otherwise noted.

2.4 Driveway setback may be reduced to five (5) feet with landscape screening.

2.5 Four-member cornice is minimum.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

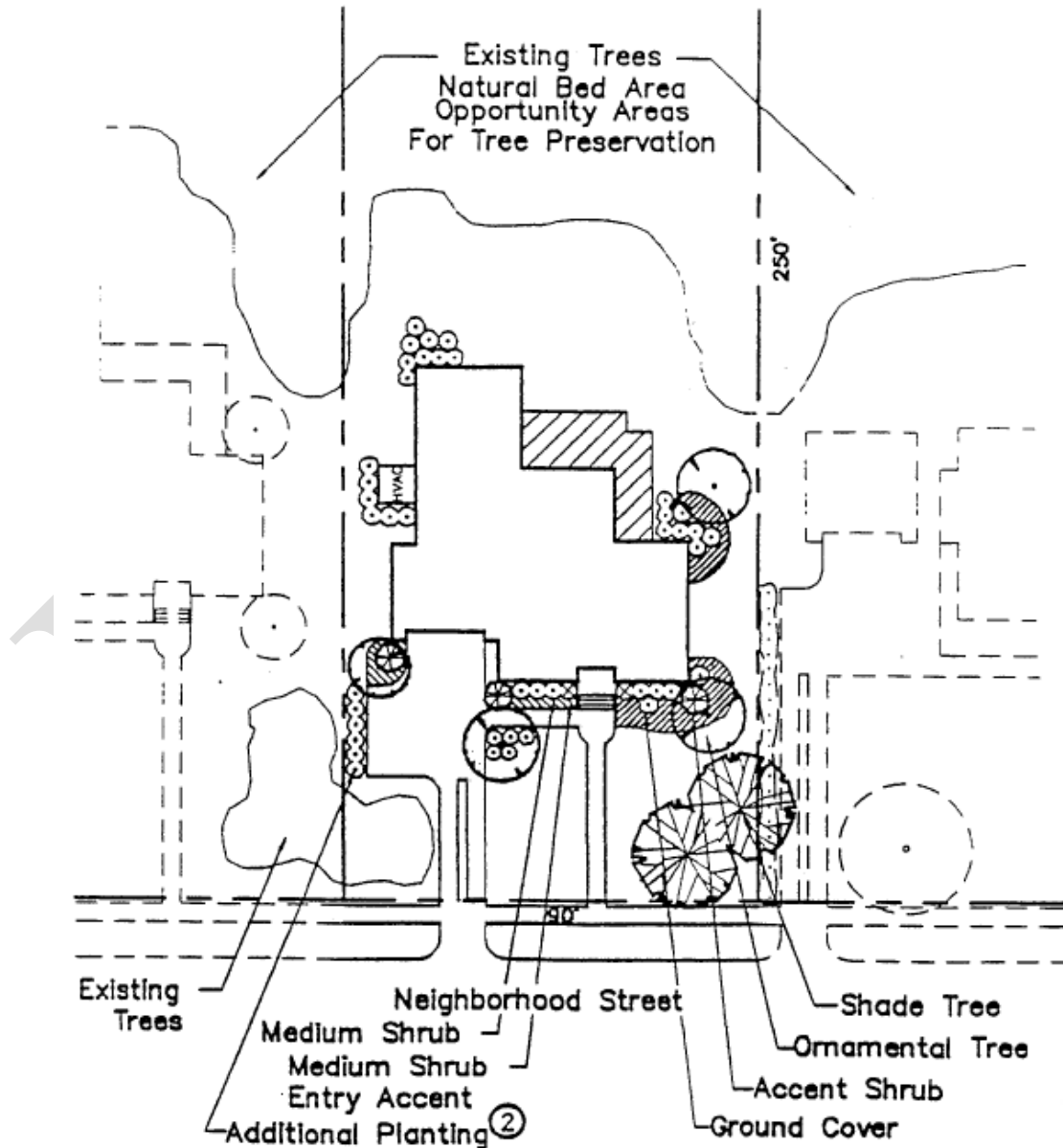
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 HOLLOW OAK

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4- (5 for corner lot planted)
Accent Shrub	3 on streetside)
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



STONEHOUSE NEIGHBORHOOD ADDENDUM

LAUREL RIDGE

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 1,700 s.f.

1.2 Maximum Finished Floor Area (excludes finished bonus room over garage)..... 3,000 s.f.

Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgment as to acceptable maximum house size.

1.3 Maximum Finished Bonus Room 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE*	CORNER SIDE	REAR (see also 2.6)
House, incl. Porches	30 Ft	5 Ft	15 Ft	35 Ft
Detached Garage	45 Ft	5 Ft	15 Ft	15 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	5 Ft
Driveway	n/a	5 Ft	no	25 Ft
Accessory Building	30 Ft	10 Ft (see 2.5)	no	15 Ft

*2.1 Cumulative total setback of both side interior side yards shall be 20 feet. Chimneys may encroach three (3) feet.

2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.

2.3 Minimum rear setback from the golf course is 50 feet unless otherwise noted.

2.4 Driveway setback may be reduced to three (3) feet with landscape screening.

2.5 Accessory structures placed in the rear yard may be placed up to five (5) feet min. from an interior side property line.

2.6 Unless otherwise stated on the plat, or approved by other written agreement, the minimum setback for any improvement from the golf course shall be 50 feet.

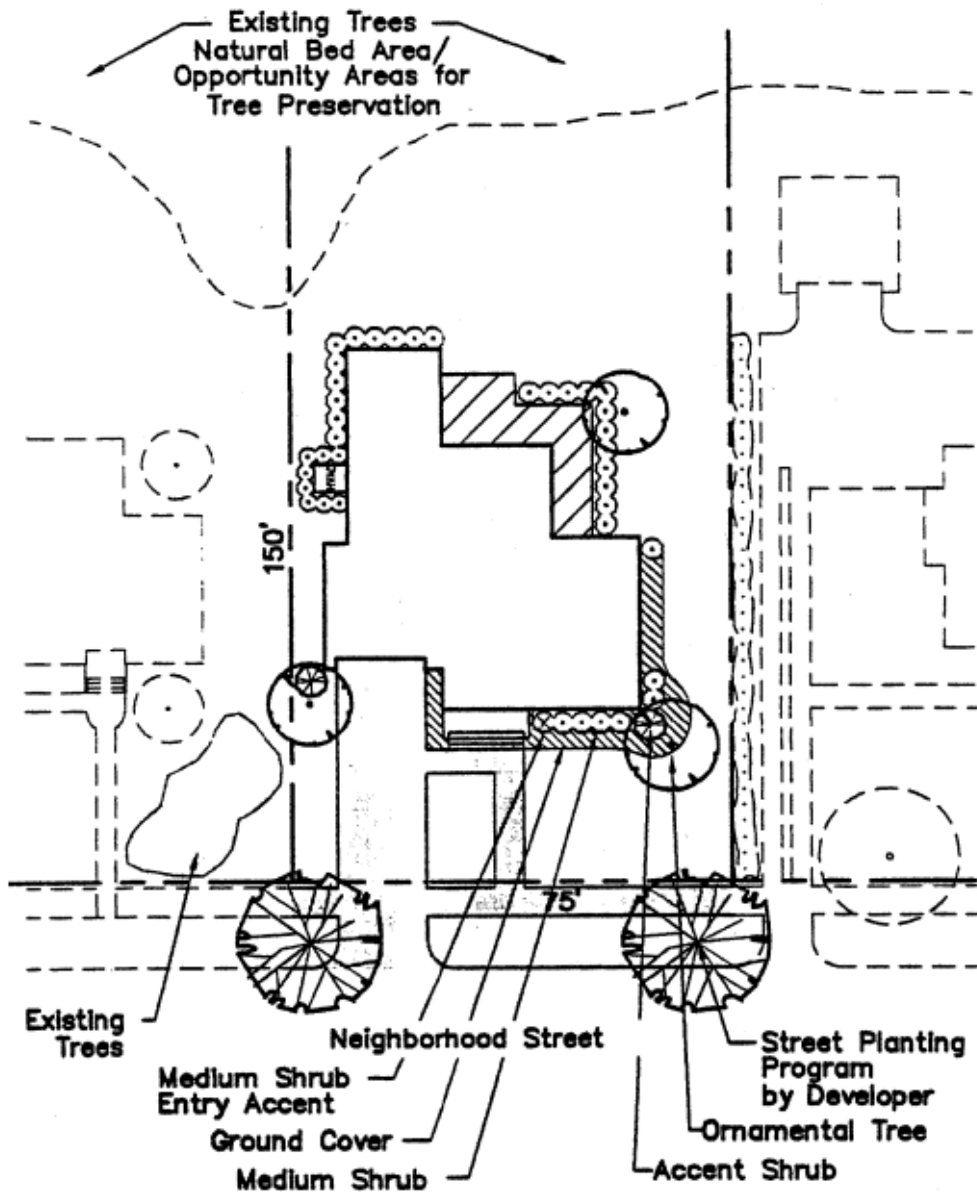
2.7 Three-member cornice is minimum required.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 LAUREL RIDGE

<u>Minimum Planting Requirements</u>	
<u>Item</u>	<u>Quantity</u>
Ornamental Tree	3 (4 for corner lot planted on streetside.)
Accent Shrub	2
Medium Shrub	31
Dwarf Shrub/ Ground Cover	30



STONEHOUSE NEIGHBORHOOD ADDENDUM

LEATHERLEAF

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 2,000 s.f.
- 1.2 Maximum Finished Floor Area (excludes finished bonus room over garage). 3,600 s.f.
Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgment as to acceptable maximum house size.
- 1.3 Maximum Finished Bonus Room..... 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE*	CORNER SIDE	REAR (see also 2.3)
House, incl. Porches	35 Ft	10 Ft	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft	no	25 Ft
Accessory Building	35 Ft	10 Ft	no	25 Ft

- *2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys may encroach up to five (5) feet. A covered porch may encroach up to five (5) feet.
- 2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.
- 2.3 Minimum rear setback from the golf course is 50 feet unless otherwise noted.
- 2.4 Driveway setback may be reduced to five (5) feet with landscape screening.
- 2.5 Four-member cornice is minimum.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

- 3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

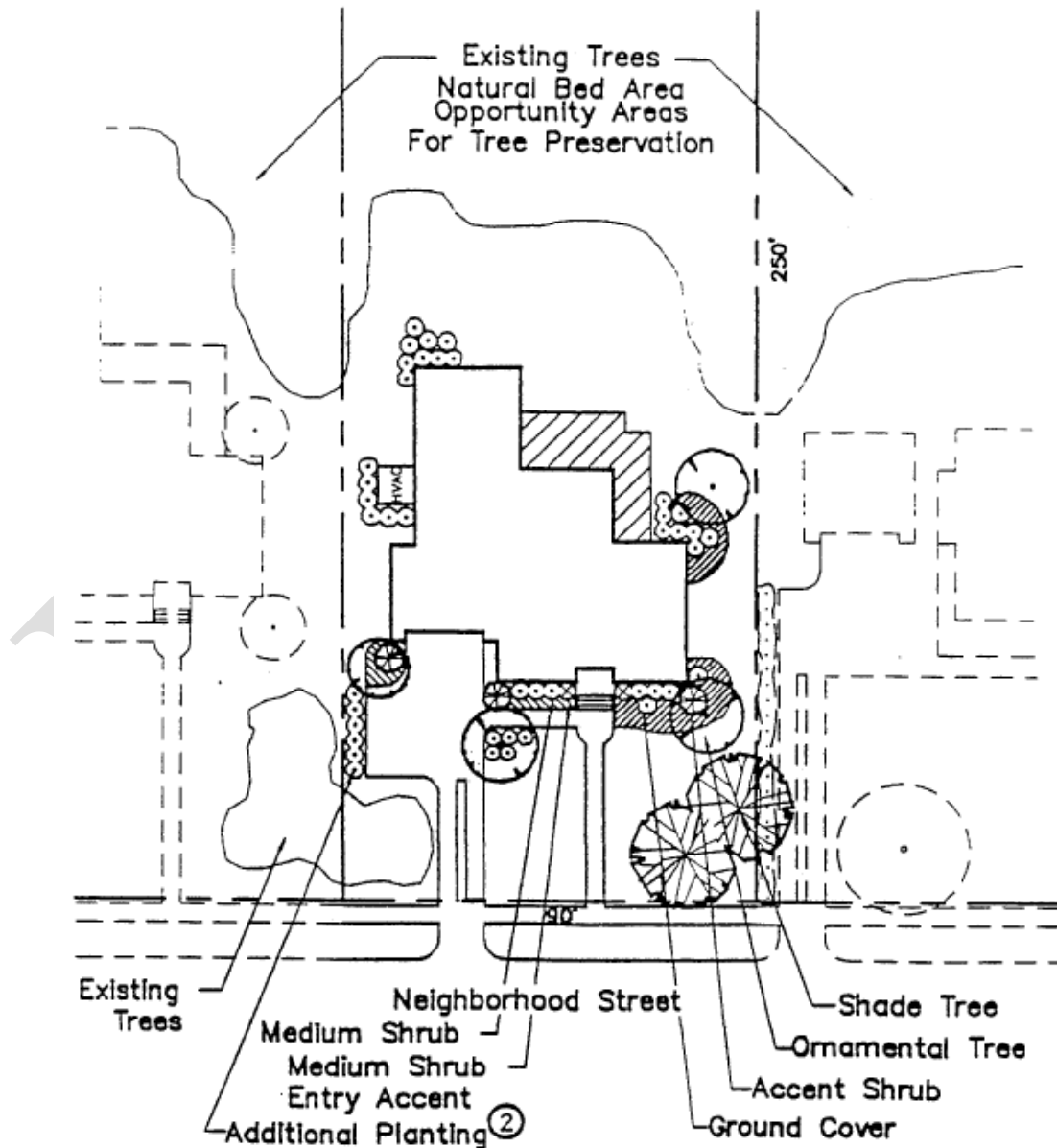
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 LEATHERLEAF

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4—(5 for corner lot planted)
Accent Shrub	3
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



STONEHOUSE NEIGHBORHOOD ADDENDUM

LISBURN

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 1,700 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE*	CORNER SIDE	REAR
House, incl. Porches	30 Ft	5 Ft	15 Ft	25 Ft
Detached Garage	45 Ft	5 Ft	15 Ft	25 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.2)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

*2.1 Cumulative total setback of both side interior side yards shall be 15 feet. Chimneys and covered porches may encroach up to five (5) feet, but may not be closer than five (5) feet to any side property line.

2.2 Driveway setback may be reduced to three (3) feet with evergreen landscape screening.

2.3 ORIENTATION TO THE ROAD: In general, houses shall face the road. Houses in cul-de-sacs shall generally face the center of the cul-de-sac. Where site conditions make this inappropriate, and for flag lots, the ERC will approve alternative site orientation.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 FRONT YARDS: Minimum requirement will be grass installed from the curb to the house front and to both side property lines, exclusive of approved foundation and other landscape planting beds and pavements. The grass may be either seed or sod.

3.2 SIDE AND REAR YARDS: All cleared yard areas not otherwise landscaped in accordance with an approved landscape plan, shall be seeded. Wooded areas and steep grades may be left in a natural state.

3.3 RELATIONSHIP TO OTHER HOUSES: Where lot configurations create conditions that would create direct views from house fronts into living areas of adjoining properties, the ERC reserves the right to require landscape screening of this view in addition to minimum landscape requirements.

STONEHOUSE NEIGHBORHOOD ADDENDUM

LISBURN

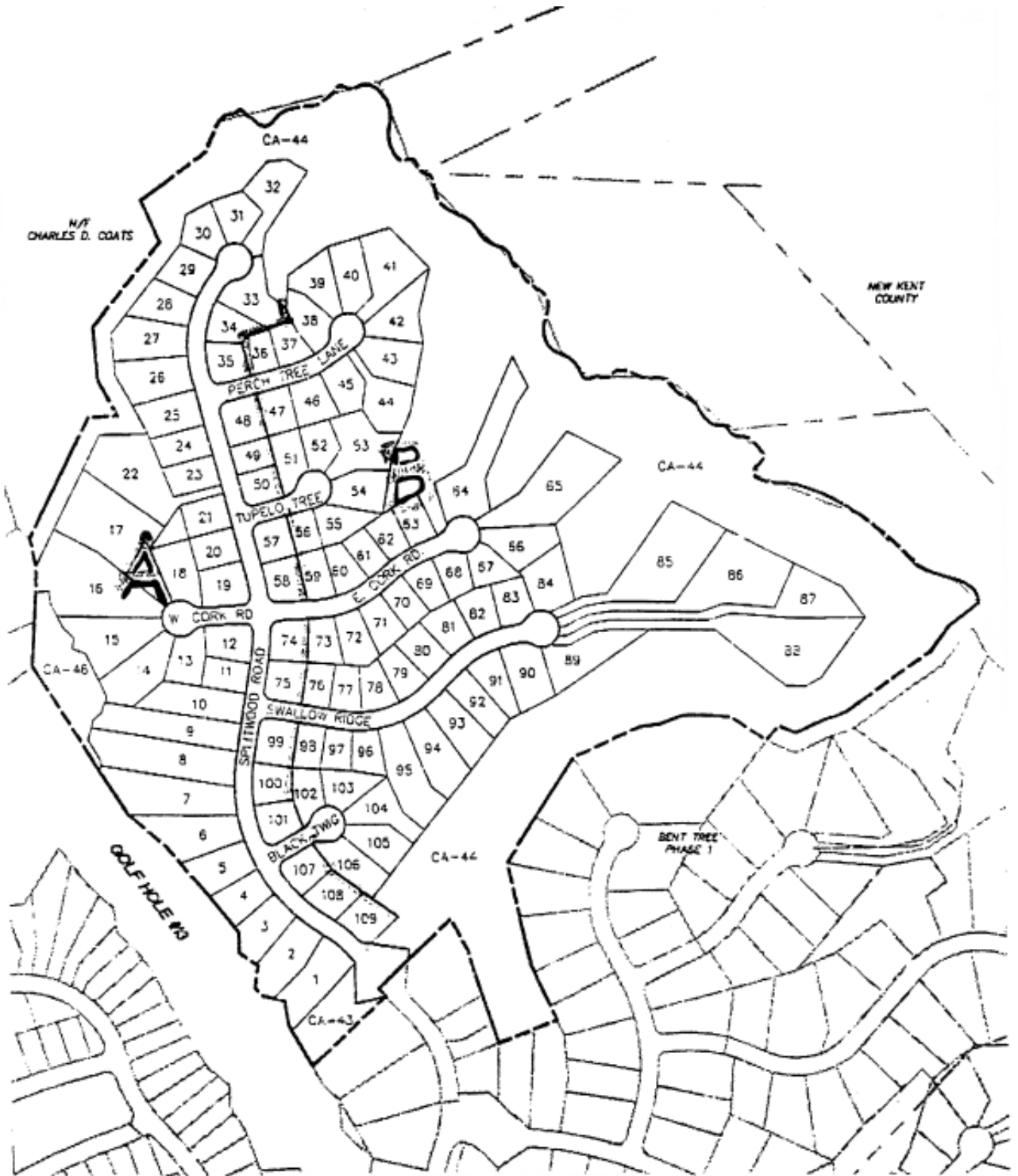
- 3.4 **MINIMUM LANDSCAPE PACKAGE:** The minimum landscape package (plant sizes per Appendix D) shall include the following:
- a) Ornamental tree - 3 required, 4 required for corner lot planted on front and side street
 - b) Accent shrub - 2 required
 - c) Medium shrubs - 31 required
 - d) Dwarf shrub/groundcover - 30 required
 - e) In all cases, it is the intent to provide landscaping special to site conditions and housing style, and layout that complements the home from the street. To that end, variety of landscaping from house to house is desirable. These requirements should be met utilizing several different varieties and species of plant material from lot to lot.
- 3.5 **GARAGES:** Attached garages shall meet the requirements in the general Design Standards. In Lisburn, the following garage types are permitted on all lots:
- a) Rear-entry garages
 - b) Side-entry garages, two-car or three-car garages permitted
 - c) Front-entry garages only when set back a minimum of five (5) feet from the main body of the house as determined by the main house roof, single 16 feet wide door permitted, (2) 8 feet wide doors encouraged
- 3.6 **FRONT FAÇADES:** Front façades shall be accented with brick or stone on approximately 50% of all houses in area "A" (see Lisburn Neighborhood plat at the end of this Addendum). Approximately 33% (or a minimum of 20) of the homes in area B shall be accented with brick or stone. The balance of the front façade may be any siding material permitted under the general Design Standards. Three member cornice is minimum, four member encouraged.
- 3.7 **SIDE AND REAR FAÇADES:** Side and rear façades may be faced with any of the above materials used on the front façade. On houses with brick or stone front façades, the side and rear façades may be faced with any approved lap siding including vinyl (minimum vinyl thickness of .044 in).
- 3.8 **STEPPED DOWN SIDING:** For houses with walkout basements only, the siding shall not step down below the first floor level over the length of that façade unless a substantial shrub (30 inch evergreen at installation) is planted at each step down. At the rear façade, siding may continue to the first floor level of a walkout basement only if the rear façade is visually broken by a first floor deck.
- 3.9 **EXTERIOR TRIM:**
- a) **CORNICES AND EAVES:** All façades shall have a minimum 4-member cornice and eave consisting of frieze board, soffit, fascia, and ogee gutter. Vented vinyl soffits are permitted on façades when vinyl siding is used. All other soffits shall be flat solid material. Upgraded cornices, including 5 or 6 members utilizing crown molding and dentils, or Modillion blocks are encouraged. A minimum five-member cornice is required on front elevations of homes over 3200 s.f.
 - b) **RAKES:** All gable ends shall have a minimum 6 inch nominal flat rake board. Projected box rakes containing compatible elements to the main cornice and eaves are required on front facing gables.
 - c) **CORNER BOARDS:** All lap-sided façades shall utilize a nominal 4 inches or wider flat corner board, nominal 6 inches is encouraged.

STONEHOUSE NEIGHBORHOOD ADDENDUM

LISBURN

- 3.10 **ROOFS AND ROOF ACCESSORIES:** Roofs and roof accessories shall meet the general Design Standards and the following:
- a) Dimensional asphalt shingles shall be in the deep brown to grey ranges. Weathered wood and slate blend colors are preferred.
 - b) Roof dormers on any roof including front roofs may utilize siding on the face of the dormer.
 - c) Minimum roof pitch, visible at rake or hip, on main roof shall be 8 in 12, however, on one-story houses, roof portions with gable ends facing the street shall be minimum of 9 in 12. Secondary roofs shall generally not have a slope of less than 3 in 12. Lower slopes for porch roofs will be considered on a case-by-case basis depending on the architectural merits of the design.
- 3.11 **CHIMNEYS:** When chimneys are used, masonry chimneys are required on all front façades. In area “A”, masonry is required on all side façades visible from the main street (Splitwood Road), and sided chimneys are permitted in other non-visible locations. In area “B”, sided chimneys are permitted on all side and rear façades. All chimneys shall have foundations of materials that match the house foundation.
- 3.12 **PORCHES AND DECKS:**
- a) **FRONT PORCH CONSTRUCTION:** All front-entry porches shall meet the general Design Standards and the following: All columns supporting roofs shall be tapered round columns or square box columns of a size appropriate to the character of the house.
 - b) **REAR DECK CONSTRUCTION:** Rear decks or patios are not required. When provided, decks shall be constructed of pressure treated wood, naturally decay-resistant wood or approved manufactured composite material. Decks shall be supported on minimum 6x6 wood posts. The space beneath all decks higher than two (2) feet above grade but less than one story above grade shall be enclosed with lattice or other approved screening material.
 - c) **DECK FINISH:** Decks constructed at or below the first-floor level of a house may be constructed entirely of unfinished treated lumber. Handrails must be painted to match the trim color of the house. Pre-finished vinyl or PVC railings are permitted consistent with the trim color of the house. Decks or balconies constructed above the first-floor level shall be finished to match the house except for deck flooring which may be unfinished. Deck flooring may be unfinished treated lumber or approved synthetic decking boards.
- 4.0 **DESIGN PRE-APPROVAL:**
- 4.1 Any house model that is approved by the ERC for construction on any lot in Lisburn, and that meets the Design Standards contained herein, shall be considered approved for any other lot in Lisburn subject to Section 2.5.1, Proximity of Similar Houses. The ERC will review the appropriateness of siting for a specific house elevation in accordance with the provisions of Section 2.5.3, Setbacks in the general Design Standards, and shall review proposed color selections, and landscaping.

STONEHOUSE NEIGHBORHOOD ADDENDUM
LISBURN DESIGN GUIDELINE LOT EXHIBIT



STONEHOUSE NEIGHBORHOOD ADDENDUM

ORCHARD HILL - PHASE 1

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage)..... 1,800 s.f.
- 1.2 Maximum Finished Floor Area (excludes finished bonus room over garage). 2,800 s.f.
- 1.3 Maximum Finished Bonus Room..... 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR
House, incl. Porches	20 Ft**	5 Ft*	5 Ft	5 Ft
Garage	set behind main dwelling plane	5 Ft	5 Ft	5 Ft
Raised Deck or Patio	no	5 Ft	5 Ft	10 Ft
Ground Level Deck / Patio	no	5 Ft	5 Ft	5 Ft
Driveway (see 2.3)	n/a	5 Ft***	n/a****	3 Ft
Accessory Building	no	no	no	5 Ft

*2.1 Cumulative total setback of both interior side yards shall be 20 feet. Chimneys may encroach up to two (2) feet. **2.2 Front porch may encroach five (5) feet on front setback.

2.3 Driveways shall be concrete. Measured from the back of the curb and extending through the sidewalk area, the driveway shall be 8 feet wide. Starting from the inside edge of the sidewalk, the driveway shall be constructed of two individual concrete strips, each 30 inch wide, with a grass strip of three (3) feet separating the concrete strips. In front of the garage, the driveway pad may be solid concrete as wide as the garage face, and may extend up to 20 feet forward of the garage door (toward the street).

*** Driveway setback may be reduced by two (2) feet with landscape screening.

**** Driveways on corner lots must enter from side street.

2.4 Three-member cornice is minimum.

2.5 HVAC Condenser screening is not required in Orchard Hill Phase I due to design and siting constraints unique to that neighborhood. (Rev. 6/07)

2.6 Privacy fencing, as defined in paragraph 2.11.4, may be permitted to be located up to side or rear property lines to protect privacy between homes. Locations will be reviewed on a case-by-case basis.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

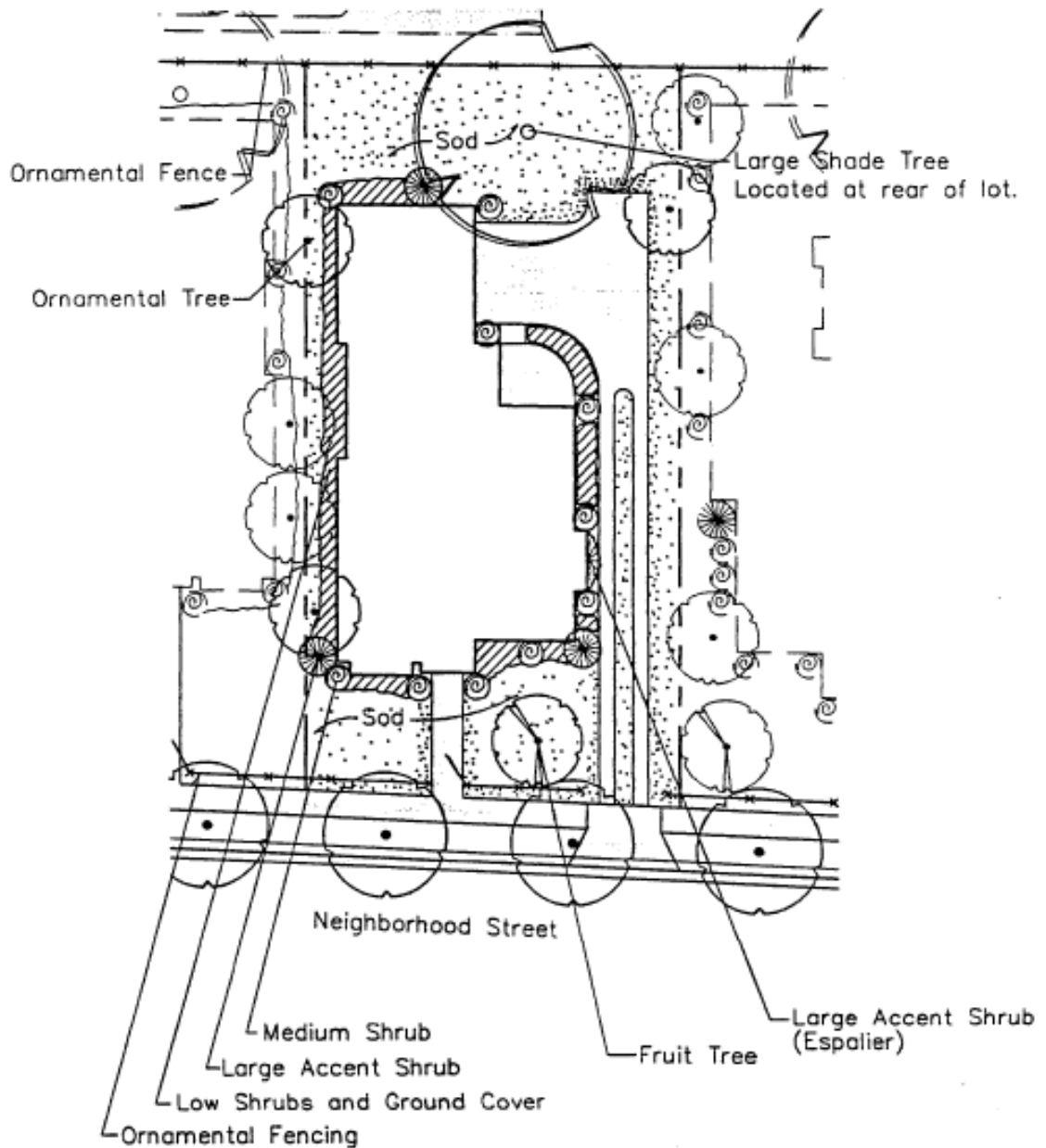
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 ORCHARD HILL PHASE 1

<u>Minimum Planting Requirements</u>	
<u>Item</u>	<u>Quantity</u>
Shade Tree	1
Fruit Tree	1
Ornamental Tree	3
Lg. Accent Shrub	3
Medium Shrub	10
Dwarf Shrub/ Ground Cover	9
	50

Notes:

- 1.) For installed sizes see section 6.3.1 Stonehouse Design Criteria Standards and Guidelines.
- 2.) Approved fruit tree varieties:
 Choose hardy and compact varieties from the genus Prunus and Malus.

Prunus:	Malus:
-cherry	-apple
-plum	-crabapple



THE OVERLOOK AT ORCHARD HILL - PHASE 1

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE PER DUPLEX UNIT

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 2,200 s.f.
- 1.2 Maximum Finished Floor Area (excludes finished bonus room over garage)..... 3,350 s.f.
- 1.3 Maximum Finished Bonus Room..... 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.4)
House, incl. Porches	35 Ft	n/a	15 Ft	35 Ft
Detached Garage	60 Ft	no	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.3)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

- 2.1 All driveways shall be broom finish concrete.
- 2.2 Shared Driveways: Maintenance of any shared driveway will be the responsibility of each Property Owner as stipulated by the Supplemental Declaration for The Overlook at Orchard Hill.
- 2.3 Driveway setback may be reduced to five (5) feet with landscape screening.
- 2.4 Minimum rear setback from the golf course is 50 feet unless otherwise noted.
- 2.5 Three-member cornice is minimum.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

- 3.1 A landscaping plan for new homes must be submitted to the ERC for review and approval. The plan shall indicate quantities, varieties and minimum size containers in accordance with Appendix D.
- 3.2 Street Trees: Bradford Pear trees have been planted along the road. These trees may not be changed, moved, or replaced without approval of the ERC.

STONEHOUSE NEIGHBORHOOD ADDENDUM

THE OVERLOOK AT ORCHARD HILL PHASE I

THIS PAGE
INTENTIONALLY
LEFT BLANK

ORCHARD HILL - PHASE 2 OVERLOOK - PHASE 2

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

- 1.1 Minimum Finished Floor Area (excludes finished bonus room over garage) Orchard Hill, Phase 2. 1,800 s.f.
- 1.2 Minimum Finished Floor Area (excludes finished bonus room over garage) Overlook, Phase 2. 2,200 s.f.
- 1.3 Maximum Finished Bonus Room. 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see also 2.6)
House, incl. Porches	25 Ft	5 Ft (see 2.1)	15 Ft	25 Ft
Front Load*, Side Load or Courtyard Garages	*set 5 Ft behind main dwelling plane	5 Ft	15 Ft	15 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	15 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	5 Ft	no	5 Ft
Accessory Building	no	5 Ft	no	55 Ft

- 2.1 Cumulative total setback of both side interior side yards shall be 20 feet. Chimneys may encroach up to three (3) feet.
- 2.2 Front porch may encroach five (5) feet on front setback. Front porches or enlarged covered front stoops are encouraged. A minimum 3-piece cornice is required on each house.
- 2.3 Driveway setback may be reduced to three (3) feet with landscape screening. Driveway shall be concrete. 2.4 Driveways on corner lots must enter from side street.
- 2.5 Roof pitches, visible at a rake or hip of a main roof, will be a minimum of 8 vertical/12 horizontal. All roofs will be covered with 25 year architectural dimensional shingles (at a minimum).
- 2.6 Golf course setback is noted on the plat for each lot on the golf course and varies by lot. Review your lot to determine the applicable rear setback on these lots.
- 2.7 Slab or crawl space foundations are permitted. Brick or stone veneer foundations on all sides of the home are required. Decks will have lattice screening below the band board. Band board and hand railing will be painted or stained to match the trim on the home. PVC handrails may be used in lieu of treated wood.

STONEHOUSE NEIGHBORHOOD ADDENDUM

ORCHARD HILL PHASE II
OVERLOOK PHASE II

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include the minimum number of shrubs and trees as specified below. HVAC equipment will be screened with fencing or evergreen landscaping on front- and side-facing elevations. See Appendix D for minimum plant sizes.

3.2 Street trees: Bradford Pear trees have been planted along the roads in Orchard Hill. These trees may not be changed, moved, or replaced without the approval of the ERC.

Planting requirements:

Front and side yards

- 3 ornamental trees (does not include developer installed street trees), or 2 ornamental trees and 1 shade tree
- 3 large accent shrubs
- 10 medium shrubs
- 9 dwarf shrubs
- 30 groundcover

Rear yard

- 1 shade tree
- 10 medium shrubs near/along rear property line
- 7 medium shrubs along deck/terrace and/or rear foundation

Other required improvements:

- Completion of four 4 Feet wide sidewalk across lot frontage and along side street, if applicable. On side loading garages and setback front-load garages, a sidewalk from the front door shall be provided to the sidewalk along the street.
- Installation of picket fence across lot frontage and along side street, if applicable. Picket fence to be consistent with picket fencing in place in Orchard Hill, Phase 1 in design, material, and height. A gate shall be provided at the front walk.
- Installation of a light post and light in the front yard similar in style and location to those in Orchard Hill, Phase 1.

RICHARDSON'S MILL SECTIONS 1 AND 2

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supercedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage). 2,400 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.4)
House, incl. Porches	35'	10' (see 2.1)	15'	35'
Detached Garage	60'	10'	15'	35'
Raised Deck or Patio	no	5'	15'	25'
Ground Level Deck / Patio	no	5'	15'	10'
Driveway	n/a	10' (see 2.4)	no	25'
Accessory Building	no	10'	no	25'

2.1 Cumulative total setback of both side interior side yards shall be 25'. Chimneys may encroach up to 5'. A covered porch may encroach up to 5'. See recorded plat for each lot.

2.2 Attached front-entry garages must be set back a minimum of 5' from the front plane of the house, as determined by the ERC.

2.3 Driveway setback may be reduced to 5' with landscape screening.

2.5.1 Four-member cornice is minimum, five-member encouraged.

3. MINIMUM LANDSCAPE REQUIREMENTS

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Permitted siding materials include brick, stone, natural wood lap siding and cement fiber lap siding. Trim may be wood or PVC. Vinyl and/or aluminum siding are not permitted.

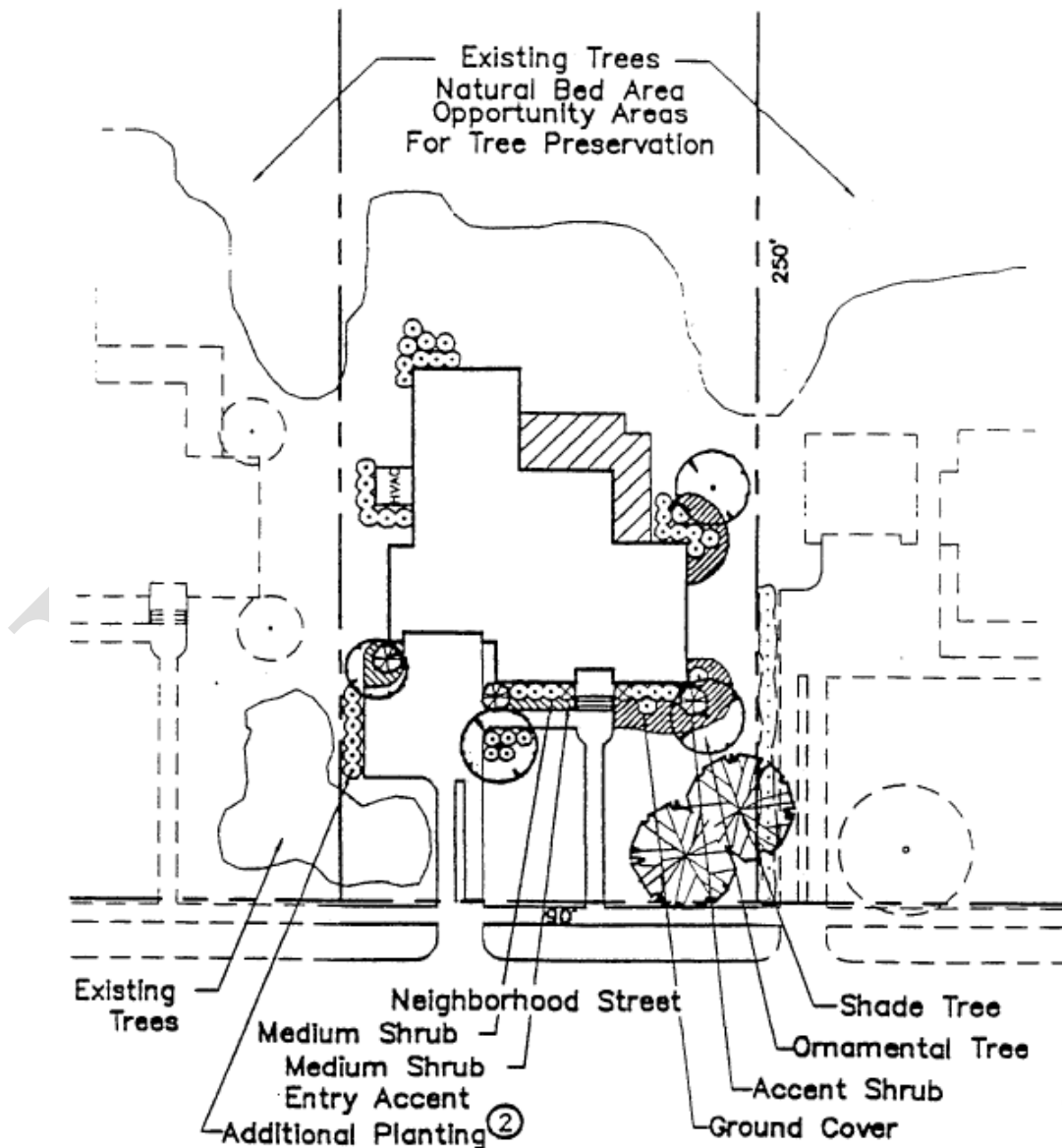
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 RICHARDSON'S MILL – SECTIONS 1 AND 2

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4— (5 for corner lot planted)
Accent Shrub	3
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



STONEHOUSE NEIGHBORHOOD ADDENDUM

SUMMERFIELD

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage) 2,000 s.f.

1.2 Maximum Finished Floor Area (excludes finished bonus room over garage) 3,600 s.f.

Note: The ERC may permit larger dwellings on large or irregular shaped lots. In addition to lot size, the ERC will judge the potential impact of a larger dwelling on existing and future adjacent dwellings in making its judgment as to acceptable maximum house size.

1.3 Maximum Finished Bonus Room. 500 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.4)
House, incl. Porches	35 Ft (see 2.1)	10 Ft (see 2.2)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.5)	no	25 Ft
Accessory Building	35 Ft	10 Ft	no	25 Ft

2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys and covered porches may encroach up to 5, but may not be closer than five (5) feet to any side property line.

2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.

2.3 Minimum rear setback from the golf course is 50 feet unless otherwise noted. Exceptions to this may be granted only upon written permission from the Traditions at Stonehouse (golf course) and will be limited to a minimum of 35 feet).

2.4 Driveway setback may be reduced to five (5) feet with landscape screening.

2.5 Four-member cornice is minimum.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Permitted siding materials include brick, stone, natural wood lap siding and cement fiber lap siding. Trim may be wood or PVC. Vinyl and/or aluminum siding are not permitted.

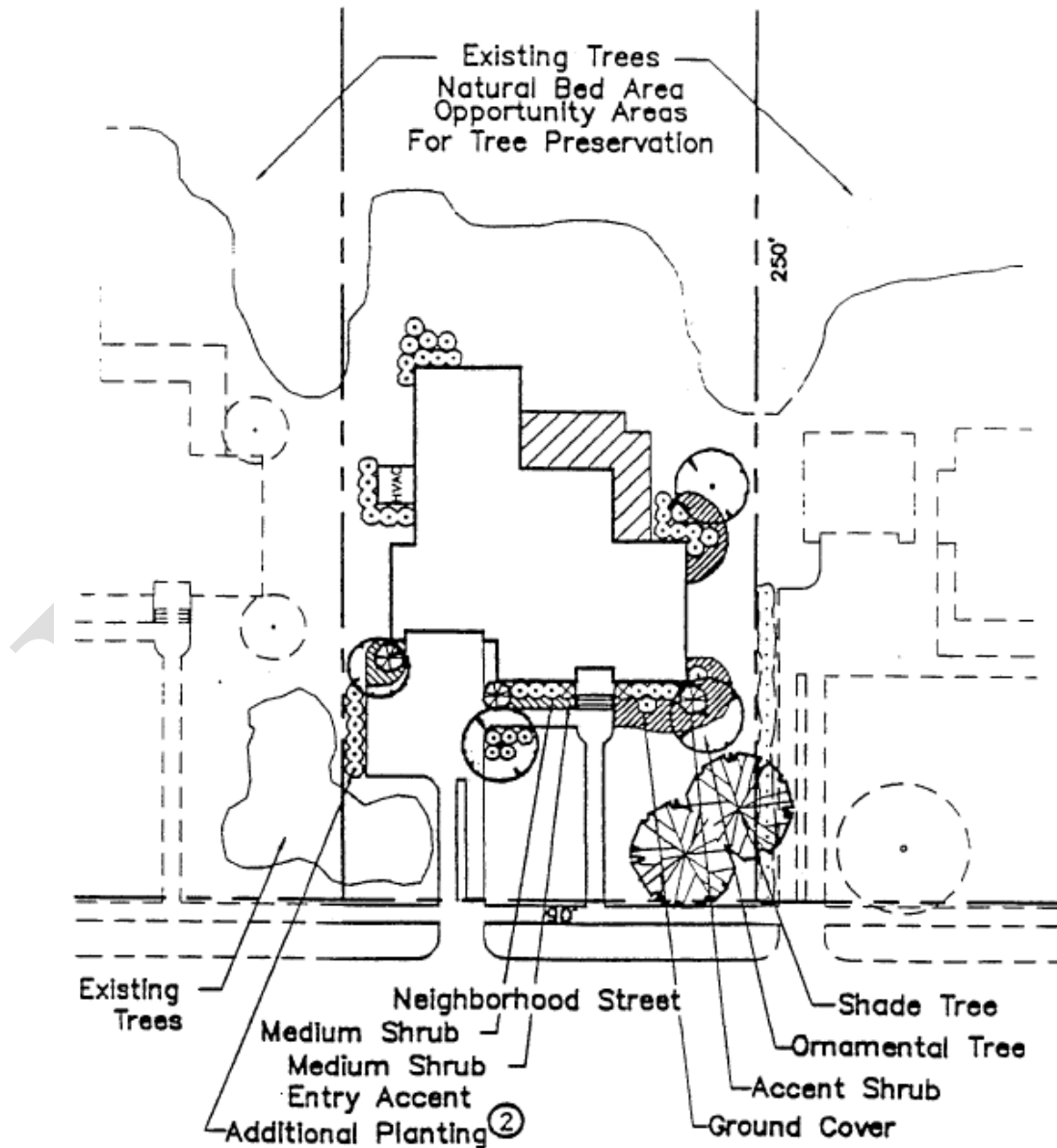
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 SUMMERFIELD

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4—(5 for corner lot planted on streetside)
Accent Shrub	3
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



STONEHOUSE NEIGHBORHOOD ADDENDUM

WALNUT CREEK

Note: The Design Standards for Mill Pond at Stonehouse apply fully to this neighborhood except where modified by this Neighborhood Addendum. This Addendum supersedes the general Standards where conflicting requirements exist.

1. PERMITTED HOUSE SIZE

1.1 Minimum Finished Floor Area (excludes finished bonus room over garage)..... 2,000 s.f.

2. REQUIRED MINIMUM SETBACKS (unless otherwise noted on recorded plat)

IMPROVEMENT	FRONT	INTERIOR SIDE	CORNER SIDE	REAR (see 2.3)
House, incl. Porches	35 Ft	10 Ft (see 2.1)	15 Ft	35 Ft
Detached Garage	60 Ft	10 Ft	15 Ft	35 Ft
Raised Deck or Patio	no	5 Ft	15 Ft	25 Ft
Ground Level Deck / Patio	no	5 Ft	15 Ft	10 Ft
Driveway	n/a	10 Ft (see 2.4)	no	25 Ft
Accessory Building	no	10 Ft	no	25 Ft

2.1 Cumulative total setback of both side interior side yards shall be 25 feet. Chimneys may encroach up to five (5) feet. A covered porch may encroach up to five (5) feet. see recorded plat for each lot.

2.2 Attached front-entry garages must be set back a minimum of five (5) feet from the front plane of the house, as determined by the ERC.

2.3 Driveway setback may be reduced to five (5) feet with landscape screening.

2.4 Four-member cornice is minimum, five-member encouraged.

3. MINIMUM LANDSCAPE REQUIREMENTS - Refer to Appendix D for minimum plant sizes.

3.1 Landscaping for new homes must include a minimum number and types of shrubs and trees as shown on the example landscape plan following this sheet. See Appendix D for minimum plant sizes.

4. MODIFIED ARCHITECTURAL REQUIREMENTS

4.1 Permitted siding materials include brick, stone, natural wood lap siding and cement fiber lap siding. Trim may be wood or PVC. Vinyl and/or aluminum siding are not permitted.

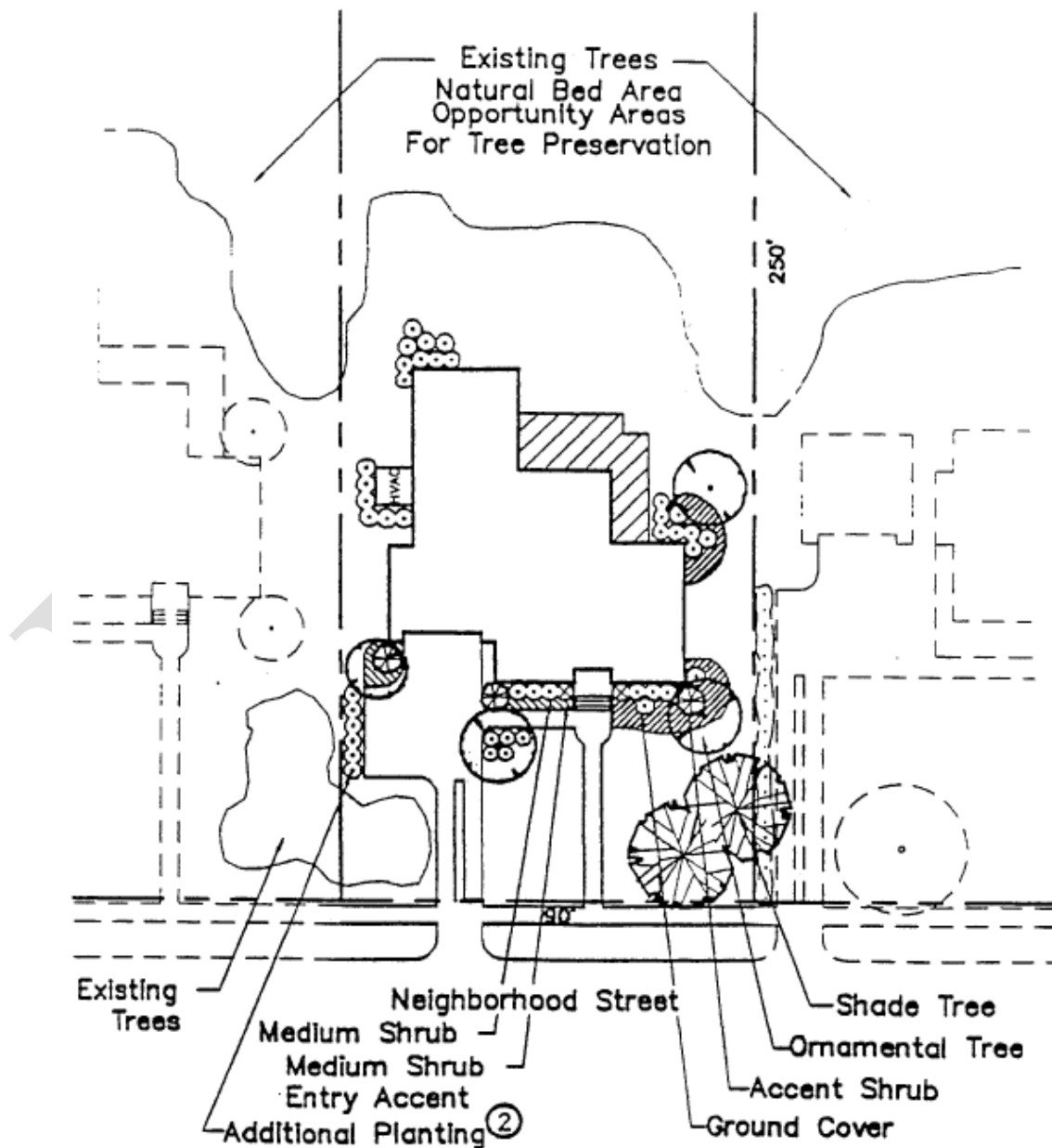
STONEHOUSE NEIGHBORHOOD ADDENDUM
 MINIMUM PLANTING REQUIREMENTS
 WALNUT CREEK

Minimum Planting Requirements

<u>Item</u>	<u>Quantity</u>
Shade Tree ①	2
Ornamental Tree	4—(5 for corner lot planted)
Accent Shrub	3 on streetside)
Medium Shrub	34
Dwarf Shrub/ Ground Cover	50

Notes:

- ① As needed to ensure 1 tree/40' of frontage.
- ② Additional planting required when drive encroaches outside of setback.



APPENDIX D - MINIMUM PLANT SIZES

Plant Material Type	Minimum Size at Time of Installation	Minimum Branch Spread
---------------------	--------------------------------------	-----------------------

TREES

Deciduous:		
-Shade/Street Trees (To be predetermined by Neighborhood)	10 Ft height and 1-1/2 In caliper	
-Flowering/Ornamental		
-single-stem	8 Ft height and 1-1/4 In caliper	
-multi-stem	8 Ft height and 1-1/4 In caliper	

SHRUBS

Deciduous:	24 In height or spread	N/A
Evergreen:	18 In height or spread	N/A
Accent:	4-5 Ft height	Full

RECOMMENDED LANDSCAPE MATERIALS SHADE TREES

SPECIES	COMMON NAME	DROUGHT TOLERANT	PREFERRED STREET TREE
Acer rubrum	Red maple	X	
Fraxinus americana	White Ash	X	X
Fraxinus pennsylvanica lanceolata	Green Ash seedless variety	X	X
Fraxinus pennsylvanica Marshall -seedless	Marshall Green Ash	X	X
Planatus acerifolia	London Plane - Tree (Sycamore)		X
Quercus alba	White Oak	X	X
Quercus coccinea	Scarlet Oak	X	
Quercus palustris	Pin Oak	X	X
Quercus phellos	Willow Oak	X	X
Quercus rubra maxima	Eastern Red Oak	X	

Zelkova serrata Green Vase	Green Vase Zelkova	X	X
-------------------------------	--------------------	---	---

ORNAMENTALS

SPECIES	COMMON NAME	DROUGHT TOLERANT
Cercis canadensis	Redbud	
Chionanthus virginicus	White Fringe Tree	
Cornus florida varieties	Flowering Dogwood	X
Cornus kousa varieties	Korean Dogwood	
Lagerstroemia indica	Crape Myrtle	X
Magnolia soulangeana	Saucer Magnolia	
Magnolia stellata	Star Magnolia	
Prunus cerasifera pissardi	Purple Leaf Plum	
Prunus serrulata -Kwanzan	Sekiyama Cherry	
Vitex angus-castus	Chaste Cherry	
Betula nigra	River Birch	

EVERGREEN TREES

SPECIES	COMMON NAME	DROUGHT TOLERANT
Cupressocyparis leyland ii	Leyland Cypress	X
Ilex opaca	American Holly	X
Juniperus virginiana	Virginia Red Cedar	X
Magnolia grandiflora	Southern Magnolia	X
Magnolia virginiana	Sweet Bay Magnolia	
Pinus nigra	Austrian Pine	X
Pinus taeda	Loblolly Pine	X
Tsuga canadensis	Canadian Hemlock	
Tsuga caroliniana	Carolina Hemlock	

ACCENT SHRUBS

SPECIES	COMMON NAME	DROUGHT TOLERANT
Ilex - Nellie R. Stevens	Nellie R. Stevens Holly	
Ilex opaca - Forsteri	Foster American Holly	X
Buxus sempervirens	American Boxwood	
Ilex cornuta - Burford	Burford Pear	X

Ilex vomitoria	Yaupon Holly	X
Osmanthus heterophyllus	Holly Osmanthus	
Pieris japonica	Japanese Andromeda	
Viburnum rhytidophyllum	Leatherleaf Viburnum	X
Viburnum tinus	Laurestinus Viburnum	

MEDIUM DECIDUOUS SHRUBS

SPECIES	COMMON NAME	DROUGHT TOLERANT
Azalea calendulaceae	Flame Azalea	
Azalea nudiflorum	Pinxter Bloom	
Berberis thunbergii	Japanese Barberry	X
Calycanthus floridus	Carolina Allspice	
Chaenomeles lagenaria	Japanese Flowering Quince	X
Clethra alnifolia	Sweet Pepperbush	
Deutzia gracilis	Slender Deutzia	
Forsythia intermedia	Forsythia	
Hydrangea quercifolia	Oakleaf Hydrangea	
Ilex verticellata	Winter Berry	
Spirea thunbergii	Baby Breath	
Syringa persica	Persian Lilac	
Viburnum carlesi	Fragrant Viburnum	
Weigelia floribunda	Crimson Weigelia	

MEDIUM EVERGREEN SHRUBS

SPECIES	COMMON NAME	DROUGHT TOLERANT
Abelia grandiflora	Glossy Abelia	X
Azalea varieties	Azalea(hardy evergreen)	
Buxus microphylla japonica	Japanese Boxwood	X
Cotoneaster horizontalis	Rockspray Cotoneaster	
Ilex cornuta - Burfordi nana	Dwarf Burford Holly	X
Ilex crenata	Japanese Holly	
Ilex glabra	Inkberry Holly	
Ilex vomitoria nana	Dwarf Yaupon Holly	X

Juniperus	Junipers	X
Kalmia latifolia	Mountain laurel	
Myrica cerifera	Wax Myrtle	X
Nandina domestica	Nandina	X
Pyracantha coccinea	Scarlet Firethorn	X

DWARF SHRUBS/GROUND COVERS

SPECIES	COMMON NAME	DROUGHT TOLERANT
Contoneaster salicifolius - lowfast	Willowleaf Contoneaster	
Juniperus chinensis - Plumosa Compacta	Compact Andorra Juniper	X
Juniperus conferta	Shore Juniper	X
Liriope muscarii	Lilyturf	X
Liriope spicata	Creeping Lilyturf	X
Azalea dwarf	Dwarf Azalea	

PLANT MATERIAL INSTALLATION SPECIFICATIONS

1) Trees, Shrubs and Groundcover

Preparation

- Excavation of circular plant pits with vertical sides. Planting pits should be at least twelve inches greater than the diameter of the root system of shrubs and twenty-four inches greater for trees. Depth of pit shall be no greater than the root ball depth.
- Provide pre-mixed planting mixture for use around the ball and roots of the plants consisting of five parts existing soil to one part peat moss and one pound plant fertilizer for each cubic yard of mixture.

Installation

- Set plant material in the planting pit to proper grade and alignment. If fabric in-ground container material is used, remove fabric bag first. Set plants upright, plumb and faced to give best appearance or relationship to each other or to adjacent structure. Set plant material no lower than the finish grade or two to three inches above finished grade. No filling shall be permitted around trunks or stems. Back fill the pit with existing soil or approved topsoil. Do not use frozen mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.
- After plants are set, muddle planting soil mixture around bases of balls and fill all voids. Remove all burlap, ropes, and wires from the collar of balls.

Mulching

- Mulch tree and shrub planting pits and shrub beds with required mulching material two to three inches deep immediately after planting. After watering, rake mulch to provide finished

- surface.
- Mulch ground cover beds with two inch depth of mulch prior to planting ground cover.

Wrapping, Guying, and Staking

- Wrapping should be done only on an as needed basis.
- Staking/guying should only be used when trees are loose or weak stemmed.

2) Seeded Areas

- Fescue is the preferred grass to be sown at a minimum rate of five to six pounds per one thousand square feet.
- Seed is to be covered by light hand raking. Mulch seeded area with straw or other suitable material, so that approximately one half of soil surface is covered. Remove mulch when grass seedlings measure two inches in height.
- Seeded areas should be watered twice daily during the period of establishment.

3) Sodded Areas

- Fescue sod is preferred.
- Soil preparation to include lime at a rate of 40#/1 000 square feet and 19-26-3 fertilizer at a rate of 2#/1 000 square feet. Till soils amendments into underlying soil four to six inches.
- Lay sod within 24 hours of stripping. Do not lay sod if dormant or if ground is frozen.
- Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
- Saturate sod with fine water spray within two hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of one and one half inches below the sod.

DRAFT

THIS PAGE
INTENTIONALLY
LEFT BLANK

APPENDIX E - APPLICATION FORMS

SINCE FORMS CHANGE OVER TIME THEY ARE NOT INCLUDED HEREIN

OBTAIN LATEST FORMS FROM ASSOCIATION OFFICES

FORMS GENERALLY IN USE

Final Plan Review Application

Stakeout Review Application

Framing Review Application

Final Compliance Application

Modification Application

Variance Application

Submittal Checklist for Initial Construction

Submittal Checklist for Modification

DRAFT

THIS PAGE
INTENTIONALLY
LEFT BLANK

APPENDIX F - SAMPLE ARCHITECTURAL STYLES AND EXAMPLES

STYLES

Georgian/Adam

Greek Revival

Queen Anne

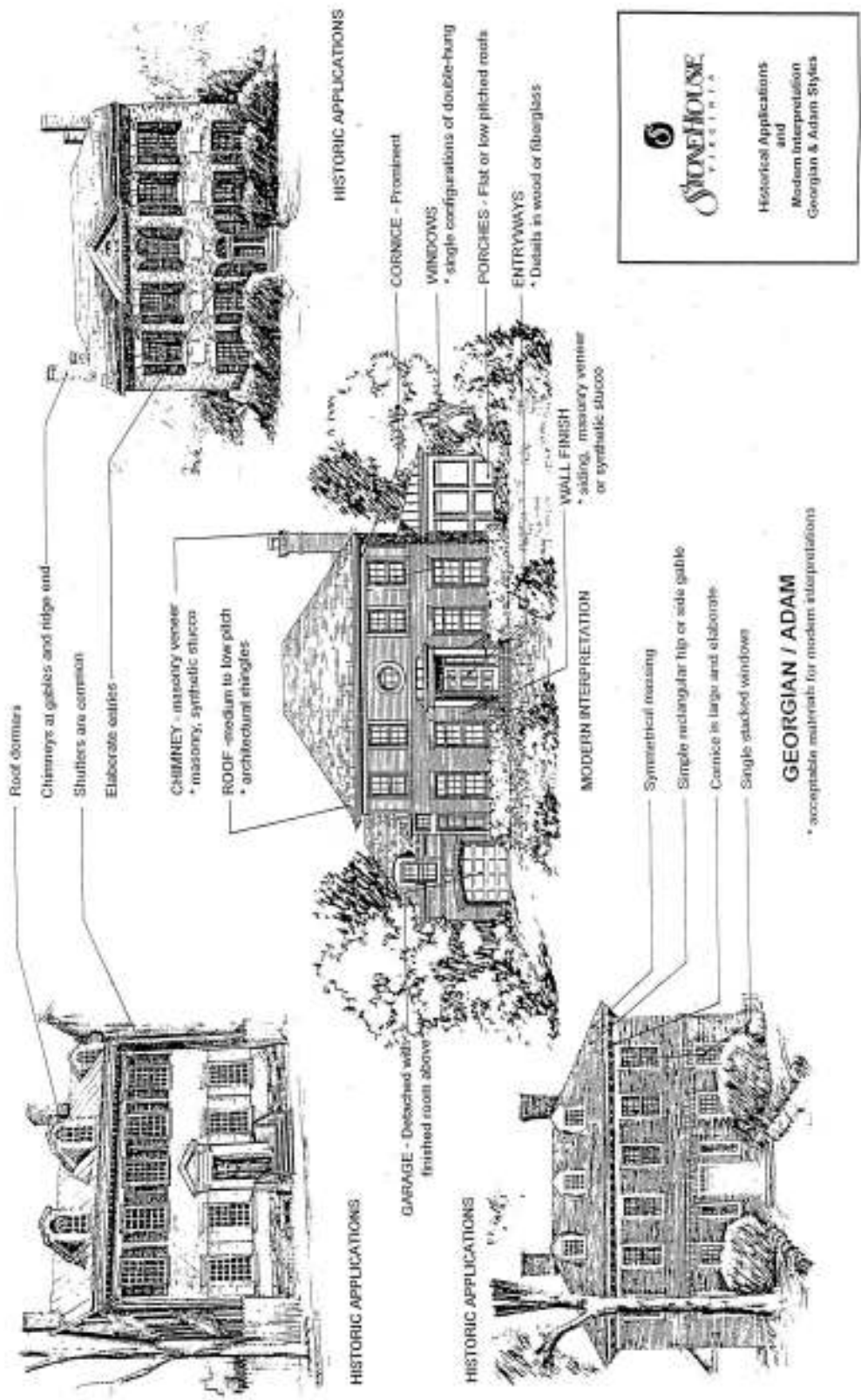
Shingle

Colonial Revival

Tudor

French Eclectic

DRAFT



HISTORIC APPLICATIONS

- CORNICE - Protrusion
- WINDOWS
 - * single configurations of double-hung
- PORCHES - Flat or low pitched roofs
- ENTRYWAYS
 - * Details in wood or fiberglass

MODERN INTERPRETATION

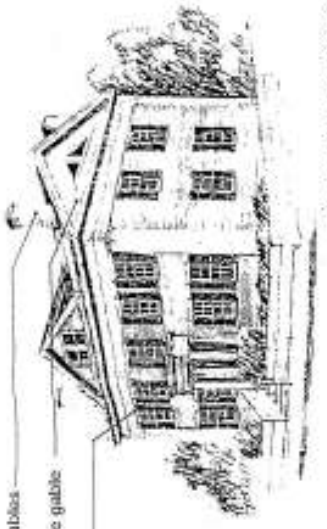
- Symmetrical massing
- Simple rectangular hip or side gable
- Cornice is large and elaborate
- Single stacked windows

GEORGIAN / ADAM

* acceptable materials for modern interpretations



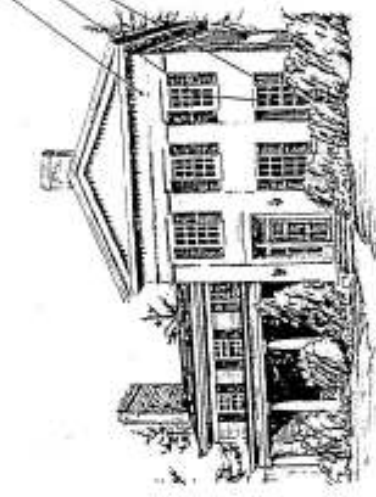
Historical Applications
and
Modern Interpretation
Georgian & Adam Styles



Chimneys sit behind gables
 Simple rectangular side gable
 Elaborate entries

HISTORIC APPLICATIONS

Cornice is very large and elaborate
 Single stacked windows
 Shutters are common



GARAGE - Attached but recessed from the main facade

HISTORIC APPLICATIONS



ROOF - low pitch
 • architectural shingles
 CHIMNEY - masonry veneer
 • masonry, synthetic stucco

GABLE - Well defined and detailed
 CORNICE - Very Prominent
 WINDOWS
 • single configurations of double-hung
 PORCHES - Flat or low pitched roofs
 COLUMNS
 • Wood or fiberglass

WALL FINISH
 • siding, masonry veneer or synthetic stucco

ENTRANCES
 • Details in wood or fiberglass

MODERN INTERPRETATION



Roof dormers
 Symmetrical mainwing
 Front and side porches

HISTORIC APPLICATIONS

6
STONEHOUSE
BY DESIGN

Historical Applications
 and
 Modern Interpretation
 Greek Revival Style

GREEK REVIVAL

• acceptable materials for modern interpretations



Chimney - not a dominant element

Gables - defined shape with centered windows

Dominant front gable

Angled bays below gables

Roofs at porch are shallow pitch

Prominent front porch

Asymmetrical masonry

HISTORIC APPLICATIONS

CHIMNEY - masonry veneer
 * masonry, synthetic stucco

SECOND LEVEL FINISH
 * shingles or horizontal siding

WINDOWS
 * single or multiple configurations of double-hung

HISTORIC APPLICATIONS



ROOF - steep pitch at main roof
 * architectural shingles

WALL FINISH
 * horizontal siding, masonry veneer or synthetic stucco

PORCH - includes entry; low pitch roof
 * columns of wood or fiberglass

HISTORIC APPLICATIONS

MODERN INTERPRETATION

Roofs extend to lower plate

Multiple siding materials (to match detail for modern interpretation)

Single windows in a balanced arrangement

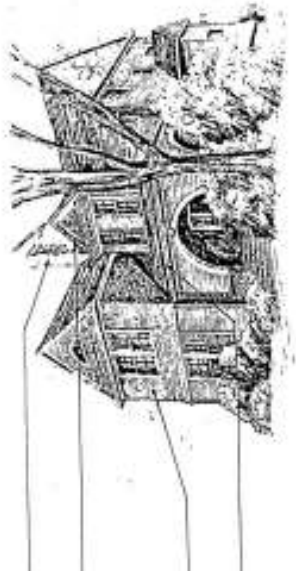


QUEEN ANNE

* acceptable materials for modern interpretations

6
STONEHOUSE
DESIGN GROUP

Historical Applications
 and
 Modern Interpretation
 Queen Anne Style



- Chimney - not a dominant element
- A variety of dormers
- Gables - defined shape with centered windows
- Shingles at the second level
- Roofs extend to lower plate



HISTORIC APPLICATIONS



- CHIMNEY** - masonry veneer
 - masonry, synthetic stucco
- ROOF** - varied pitch
 - architectural shingles
- WALL FINISH**
 - shingles, masonry veneer or synthetic stucco

MODERN INTERPRETATION



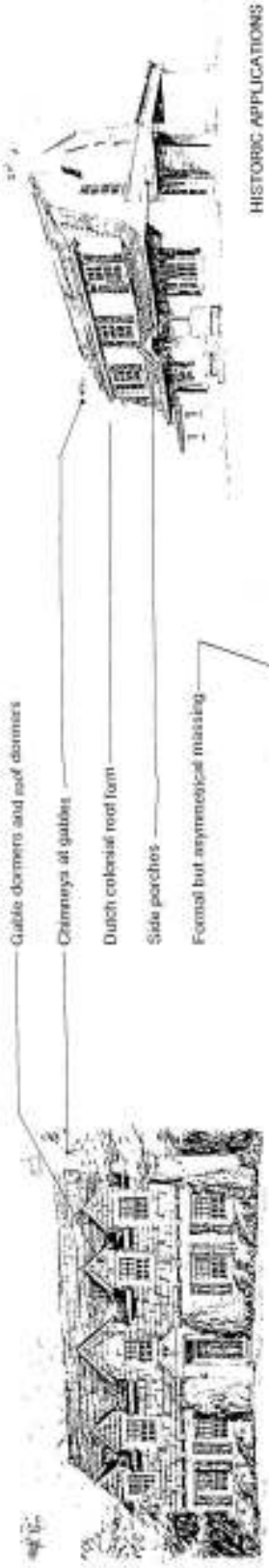
- Asymmetrical massing
- Dominant front gable
- Multiple windows
- Prominent front porch

SHINGLE

- acceptable materials for modern interpretations



Historical Applications and Modern Interpretation Shingle Style



HISTORIC APPLICATIONS



HISTORIC APPLICATIONS

CHIMNEY - masonry veneer
 • masonry, synthetic stucco

ENTRANCEWAYS
 • Details in wood, fiberglass, masonry or synthetic stucco

WALL FINISH
 • shingles, masonry veneer or synthetic stucco

PORCHES - Flat or low pitched roofs

ROOF - varied pitch
 • architectural shingles

WINDOWS
 • single or double configurations of double hung

GARAGE - Set back from main house



MODERN INTERPRETATION

Single and paired stacked windows

Elaborate entries

Symmetrical massing

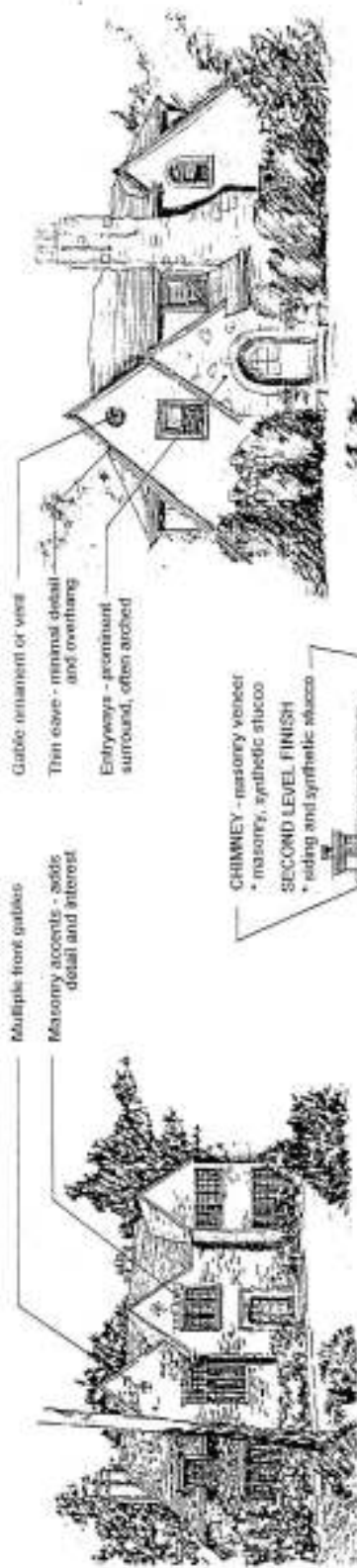
Shutters

COLONIAL REVIVAL

• acceptable materials for modern interpretations

5
STONEHOUSE
 ASSOCIATES

Historical Applications
 and
 Modern Interpretation
 Colonial Revival Style



HISTORIC APPLICATIONS

- WALL FINISH**
 - masonry veneer or synthetic stucco
- WINDOWS**
 - multiple configurations of double-hung or casement
- ENTRANCES**
 - Details in wood, fiberglass, masonry or synthetic stucco



MODERN INTERPRETATION

- Chimney - dominant element, solid masonry
- Sleep roof pitches
- Second level finish - half-timbers (its use in modern interpretation)

TUDOR

- acceptable materials for modern interpretations



Historical Applications and Modern Interpretation
Tudor Style

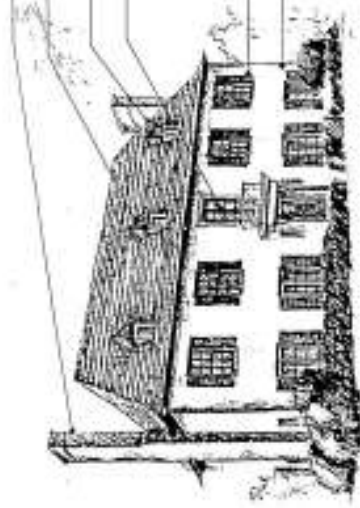


- Chimney - dominant element, solid masonry
- Roof dormers are often small and decorative
- Steep roof pitches, with a flared end
- Feature window above entry
- Wall gables are common
- Thin eave - minimal detail and overhang
- Southern on some
- Walls are typically masonry or stucco

HISTORIC APPLICATIONS



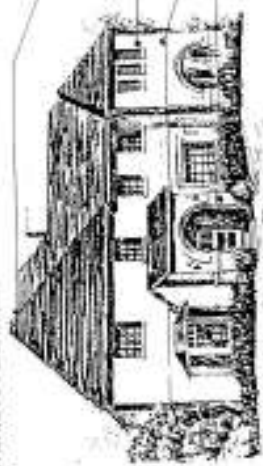
- ROOF - steep pitch
 - * architectural shingles
- SECOND LEVEL FINISH
 - * masonry, siding, or synthetic stucco
- WALL FINISH
 - * masonry veneer or synthetic stucco
- ENTRYWAYS
 - * Details in wood, fiberglass, masonry or synthetic stucco



HISTORIC APPLICATIONS

- CHIMNEY - masonry veneer
 - * masonry, synthetic stucco
- WINDOWS
 - * single and multiple configurations of double-hung or casement
- GARAGE
 - * this detached example shows the similar style with finished space above

HISTORIC APPLICATIONS



MODERN INTERPRETATION

- Main roof is hipped with front cross hips
- Single and multiple windows
- Detail band at second floor
- Entryways - prominent surround, often arched

FRENCH ECLECTIC

* acceptable materials for modern interpretations



Historical Applications and Modern Interpretation French Eclectic Style

**THIS
IS THE
LAST PAGE**

ENVIRONMENTAL REVIEW COMMITTEE REVIEW GUIDELINES, FEE STRUCTURE AND APPLICATION REQUIREMENTS

Environmental Review Committee (ERC) review and approval is required for any changes to the exterior of any home, outbuilding or site after the Certification of Compliance and the Bonds have been released. All governmental permitting and code compliance is responsibility of applicant.

The modifications noted below are intended to be representative of the type and character of changes anticipated to be reviewed by the ERC. They are not intended to be inclusive, or the only modifications subject to Committee review.

The ERC has the right to recommend modifications to the Design Standards at any time and can grant variances to the Design Standards based on special conditions relative to the design and construction of a dwelling or other improvement on a lot. If a variance is granted by the ERC, the variance will be lot specific and not considered a change to the overall Design Standards. Notice of a variance request shall be given to lot owners of record within that neighborhood, and comments from adjacent lot owners shall be considered but are not binding on the ERC. A fee associated with the administrative costs of the variance request shall be paid to the Association manager at the time of the request. The variance fee will be \$100 plus the postage costs for neighborhood notification. Variance requests will take a minimum of 4 weeks from the initial consideration by the ERC.

In reviewing a request for a proposed modification, the ERC will access the suitability of the request against The Mill Pond at Stonehouse Design Standards (revision currently in effect or as amended from time to time) and the Declaration of Covenants, Restrictions, Rights, Affirmative Obligations and Conditions.

Decisions of the ERC may be appealed to The Association at Stonehouse, Board of Directors. Notice of appeal must be filed with the Association Manager within 14 days following the decision. If an appeal is filed, the decision of the ERC will be held in abeyance until the Board can schedule a hearing on the application. The decision of the Board will be final.

The ERC will, based upon it's sole discretion, determine when the services of a professional architect or landscape architect is needed to assist them in undertaking a review of submittals. In all cases the additional expenses associated with this professional review will be borne by the applicant. The ERC will inform the applicant of this requirement and the additional fee must be paid prior to any review.

The ERC may establish such guidelines and procedures with regards to their operation as they deem appropriate.

Modification Class

A-Major Modifications To Structures: Most major modifications will require assistance from an architect and the review fee will depend upon the time required for architectural review. A base fee of \$125 will be charged which does not include the costs for architectural review by the architect. Architectural review costs will be above this minimum charge. In addition, a cash Conformance Bond (as noted below) will be required to be paid at the time of review. In conducting a review for Major Modifications, the ERC may, at its sole discretion, request comments from adjacent property owners. While comments from adjacent property owners will be considered, they are not binding on the ERC.

All major modifications must be inspected by the ERC to ensure compliance with the approved plan. Specifically, the property owner must request:

- Framing Inspection - once framing is complete and prior to finish work
- Final Inspection – one all work is complete and before the release of the posted bond.

\$2,500 Bond Required for Major Work:

- Detached Garage
- Home Additions that require foundations or modifications to roof lines such as:
 - Attached Garage
 - Porch
 - Sunroom
- Swimming Pool
- Other items as determined by the ERC

\$500 Bond Required for Less Major Work:

- Sheds
- Other items as determined by the ERC

B-Other Modifications to Structure: A base fee of \$25 will be charged to cover administrative costs associated with ERC review. If, upon the sole decision of the ERC, a more extensive review is needed which requires the assistance of an architect a higher fee will be charged. This rate will cover items such as:

- Awning
- Cupola
- Deck
- Dormer and Skylight
- Fireplace or Chimney
- Garden pool or Water Feature
- Patio
- Other items as determined by the ERC

C-Site Modifications: A base fee of \$25 will be charged to cover administrative costs associated with ERC review. If, upon the sole decision of the ERC, a more extensive review is needed which requires the assistance of an architect a higher fee will be charged. This fee rate will cover items such as:

- Change in Driveway Design
- Fence or Gate
- Generator
- Irrigation Well
- Playground Structure
- Structural/Landscape Wall
- Walkway
- Other items as determined by the ERC

D-Minor Changes: No fee required (application only)

- Antennae – Radio or Television
- Decorative Feature
- Flag
- Paint Color Change
- Screen/Storm Door
- Shutters
- Other items as determined by the ERC

E-Change in Landscape Plan: Generally no fee will be charged (application only). Fee will be charged only if the professional services from a Landscape Architect are required as determined by the ERC.

- Gazebo
- Landscape Plan Change
- Tree Removal

Application Requirements

Major and Other Modifications to Structures (A and B above):

1. Completed Application form in duplicate with all areas complete.
2. Two sets of building plans at a scale of ¼ inch = 1.0 foot, neatly drawn, including all exterior elevations for the existing structure and elevation drawings that clearly delineate all aspects of the proposed project. Indicate finish materials and roof pitch, as necessary.
3. Two copies of the site plan at a scale of 1 inch = 30 foot showing the location of all existing structures, walks, patios, driveways, and the proposed structure/modification. The site plan must show the building set back lines, property lines, distances from the structure to the property lines, the location of affected trees and indicate any changes in landscaping.
4. Copy of any additional approvals required such as variances or those required for lots adjacent to the golf course.
5. Material and trim samples, color samples, and any pertinent material specification sheets that may apply.
6. Funds to cover application fee, review fees, and any bond fees that may be required.

Site Modifications and Changes in Landscape Plan (C, and E above)

1. Completed Application form in duplicate with all areas complete.
2. Two copies of the site plan at a scale of 1 inch = 30 feet showing the location of all existing structures, walks, patios, driveways, and the proposed modification. The site plan must show the building set back lines, property lines, distances to the property lines, the location of affected trees and indicate any changes in landscaping.
3. Material and trim samples, color samples, and any pertinent material specification sheets that may apply. Including a plant list specifying, botanical name, common name, and size of plants being installed for landscape enhancements. All plants and trees need to meet the minimum size requirements of applicant's neighborhood.
4. Application fee if required.

Minor Changes (D above)

1. Completed Application form in duplicate with all areas complete.
2. Material and/or color samples and any pertinent material specification sheets that may apply.
3. Sketch or elevation drawing, if appropriate, for the area where the change would be implemented.

ENVIRONMENTAL REVIEW COMMITTEE
APPLICATION FOR HOME IMPROVEMENT/MODIFICATION

Neighborhood and Lot: _____

Property Address: _____

Property Owner: _____

Mailing Address: _____

Phone No. Home _____ Work _____ Fax _____

Improvement: _____

Principal Contractor: _____

Construction Schedule: Begin _____ End _____

Modification Class (A,B,C,D,E): _____ Fee: _____ Bond: _____

Attachments (See Application Requirements): _____

Committee Use

Application: () Approved as submitted. () Not Approved
() Approved with changes indicated. () Preliminary Review
() Additional Information Required (notes attached)

Signature: _____ Date _____
(Chairperson: Environmental Review Committee)

Inspections (Only for Major Modifications to Structures)

Framing Inspection () Approved By _____ Date _____
Final Inspection () Approved By _____ Date _____

(Note any inspections that result in rejections on back of sheet with supporting comments)

Approval is limited to design criteria established by the Stonehouse Environmental Review Committee and should not be interpreted as approval of any variation from restrictions or conditions imposed on the property owner by the Stonehouse Covenants, Design Standards, or James City County. Approval of siting does not necessarily imply compliance with county zoning requirements.

THE ASSOCIATION AT STONEHOUSE, INC.

9701 Mill Pond Run, Toano, Virginia 23168-9606

Phone (757) 566-0128 / Fax (757) 566-1198

ERC INFORMATION / BOND MONEY REFUND

The Stonehouse Environmental Review Committee, commonly referred to as the ERC, was established to implement the Design Standards established for each neighborhood. Consequently, the responsibility of the ERC is to interpret the goals of the community and the Design Standards as they relate to each design submitted.

The Community Goals and more detailed information about the process is provided in the Design Standards book you should have received when you purchased your property/home. Keep the Design Standards Book with your records.

The ERC committee is composed of a licensed architect, who is the chairman, 3 representatives of the developer, and a resident member from the community. The community also has an alternate member who generally attends all meetings. The Committee is supported by a licensed landscape architect who reviews all landscaping plans and advises the Committee on landscaping issues. The Committee meets the first and third Thursdays of each month at the Resident's Center.

The ERC has several optional and required reviews of a plan, and inspections during the construction process. A property owner may request an initial Concept Review. This optional review is to uncover any elements of the proposed design that may not be approved by the ERC so that modifications can be made by the property owner early in the design process. The first formal review of a plan is termed a Preliminary Review. If this review does not result in substantial changes the ERC will notify the property owners of adjacent lots and invite them to review the plan. Any comments received from adjacent property owners will be taken into consideration when the ERC performs the Final Review. After the Final Review is successfully completed the plans are stamped by the ERC and an approved copy is retained by the Committee for inspection during the

construction period. During the construction process the ERC performs a stakeout review prior to any clearing of the lot, a framing review at about the same time as the County framing inspection, and a final Compliance Review upon completion of all construction and the installation of landscaping.

The Homeowner has the ultimate responsibility to make sure the home and property meet all of the Design Standards. The Homeowner/Builder must request a final inspection of the home within one year of stakeout approval. Go to Residents' website, click Forms, to obtain appropriate application. If all requirements are met, the ERC will issue a Certificate of Compliance, which states that your house is in full compliance with Stonehouse standards. When this is issued, the ERC will have the Association refund all bond monies, assuming that the builder/property owner has complied with all requirements and there are no outstanding debits against the bonds.

From your request for Final Inspection until the Bond money is returned may take a few months. This is the process:

1. Request for Final Inspection forwarded to on-site manager.
2. ERC representative must then schedule a compliance check of the property.
3. Another inspection called VDOT Row inspection must be completed by a certified engineer. It is done prior to and after completion of building to insure the builder has left everything in good condition. This is for the protection of the HOA.
4. After these are completed, a Certificate of Compliance is completed and sent to the homeowner/builder.
5. This entire file is then given to a specific person on the Board who must sign off.
6. A Purchase Order request by Site Manager is prepared and sent to United Property for issuance of the refund check. They issue checks only twice a month.

Any change or addition to the outside of your home, including the construction of out buildings, requires ERC approval. Use the proper form available on the website to submit

your request. All ERC issues should be addressed to the Association manager at 566-0128.

For your convenience, here is a list of some common failures that prohibit the issuance of a Certificate of Compliance and return of the bond money. Please check to see if your builder has complied with the standards. If not, make it your priority to see that it is done as soon as possible.

House

1. Vent pipes and attic ventilators need to be painted black
2. Proper screening must be constructed around HVAC and/or generator units
3. Fencing and deck railings or lattice work must be painted the same color as the trim of the house.

Landscaping

1. Landscaping must be installed within one year of ERC stakeout approval of your house and it must be in compliance with the plan that was approved by the ERC
2. Maintenance of Landscaping is the homeowner's ongoing responsibility to make sure flower beds and shrubbery are weeded and mulched, especially those in the front and side yard areas.

THE ASSOCIATION AT STONEHOUSE, INC.

9701 Mill Pond Run, Toano, Virginia 23168

Phone (757) 566-0128 / Fax (757) 566-1198

LAWN MAINTENANCE WORK ORDER FORM

This form is to be used by residents of Orchard Hill & Overlook whose lawns and sprinkler systems are maintained by a neighborhood-contracted company.

Complete the form below and place it in the "Security Drop Box" in front of the Residents Center for processing. **Be sure the completed form is placed in the box that reads "SECURITY DROP BOX" and not the box that reads "SECURITY FORMS". The SECURITY DROP BOX has a lock on it and is checked by security several times a day.**

This is the only method by which your lawn or sprinkler problems can be addressed by the contractor.

Name _____

Address _____

Phone _____

The problem pertains to (Check One):

- Normal Maintenance
- Damage by the Lawn Maintenance Contractor
- Damage by a third party
- Other

Provide a brief description of the problem:

Date submitted _____

To be completed by HOA Office and Contractor

Date submitted to Contractor _____

Date problem was corrected _____

Description of work completed _____

RESALE CERTIFICATE PACKAGE REQUEST FORM

Date Requested 3/10/06 Date Due (10 business days from receipt of funds) _____
 Community Stone house Unit Address _____
 Name of Requestor _____ Telephone _____
 Current Owner(s) _____
 Legal Name of Buyers _____
 Anticipated Date of Closing _____
 Closing Attorney Name _____ Telephone _____
 Who will pick up the package? _____ Telephone _____
 Mail package to _____ Date Mailed _____
 _____ By (UPA Staff Initial) _____

PLEASE MAIL/BRING PAYMENT TO: (WE DO NOT ACCEPT CASH)

THE ASSOCIATION AT STONEHOUSE
 9701 Mill Pond Run
 Toano, VA 23168

The cost of this package is **\$100.00** with an additional **\$15** postage fee if the package is to be mailed.

NOTE: We will not initiate your request of a resale packet until both the written request and the payment is received. There is an additional fee for mailing packages. No refund 24 hours after payment is received.

RETURN CHECK POLICY: A charge of **\$50**, including all court costs and attorney's fees shall be charged for all payments which are uncollectible or are returned from your bank for any reason. Submission of this form represents your agreement to these terms.

(Signature) _____ (Date) _____

RECEIPT OF RESALE PACKAGE

I certify that I have received a Certificate of Resale Package for the property address noted above:

 (Signature) _____ (Date) _____

Amount Paid \$ _____ Check # _____ Receipt # _____

**IF THE UNIT OWNER IS USING DIRECT DEBIT TO PAY THEIR ASSOCIATION FEES,
 PLEASE CONTACT UNITED PROPERTY ASSOCIATES AND INFORM ALISHA ROBERSON,
 497-5752 EXT. 211, THE MONTH FOR WHICH DIRECT PAYMENTS ARE TO CEASE.**

(Revised 6/21/05)

The Association at Stonehouse, Inc.

RESIDENTS' CENTER RULES AND REGULATIONS

The Residents' Center is an amenity in which we take pride. Please use it as you would your own home so that others may continue to enjoy it.

1. Residents' Center. The Residents' Center consists of the clubroom; the library; the kitchen; the grill/patio area; the fitness center; the bathrooms; the Association of Stonehouse Office, including the resident computer room; and the leased office area.

2. Availability.

a. The clubroom, library, kitchen, grill/patio area, fitness center, resident computer room, and bathrooms are available to all Association authorized users subject to these rules and regulations.

b. The leased office area is *not available* for access to or from the Association facilities.

c. Arrangements for the private use of the facility must be scheduled with the Association Manager and does not include the use of the pool, fitness center, or computer room.

d. Stonehouse committees and clubs may use Association Office rooms based on availability and approval of the Association Manager.

3. Authorized Users.

a. Use of the Residents' Center is restricted to Association members in good standing and their renters and guests.

b. Children under the age of 12 are not authorized to use the facility unless accompanied and supervised by an adult.

c. Users of the computer room must be 12 years of age or older.

d. Users of the fitness center must be at least 16 years of age unless accompanied and supervised by a parent/guardian.

4. Hours of Operation.

a. Normal hours of operation are 6:00 a.m. to 11:00 p.m.

b. The curfew for scheduled Stonehouse functions is 1:00 am. If a function requires extended hours for set-up/clean-up, approval must be obtained from the Association Manager prior to the date of the function.

c. Association Office, meeting, and computer room hours are as shown below. Other times may be scheduled through the Association Manager.

Mon, Wed, Thurs, Fri: 9:00 a.m.-1:00 p.m.

Tues: 9:00 a.m.-1:00 p.m.; 2:00 p.m.-7:00 p.m.

5. General.

a. Sponsors. An Association member who reserves any part of the facility for any reason is referred to in this document as the *Sponsor*.

b. Adherence to the Rules. Users of the facility must adhere to all requirements contained in this document as well as all federal, state, and county rules. Anyone in violation of the rules is subject to losing his/her privilege to use the facility. Anyone who is aware of a violation of federal, state, or county rules or the contents of this document should notify Stonehouse Security.

c. Removal of Contents. With the exception of books borrowed from the library, no other items may be removed or borrowed from the facility for any reason.

d. Opening and Securing the Facility. Stonehouse Security will open and lock the facility.

e. Telephones. Telephones—for emergency use only—are located in the kitchen, in the fitness center, and in the patio/grill area. The number for Stonehouse Security is 234-1001.

f. Proof of Membership. All users of the facility must be prepared to show their Stonehouse Member's Pass, if asked. Anyone without a Member's Pass may be asked to leave the facility. In the case of a reserved function, the Sponsor may vouch for any guest/attendee.

g. Smoking. Smoking is prohibited in the Residents' Center. Ash receptacles are located outside of the building at each entrance.

h. Room Capacities. Users must adhere to posted room capacities. The maximum number permitted in the clubroom, library, and kitchen *combined* must not exceed 75.

i. Glassware. Glassware is allowed *only* in the main clubroom, library, and kitchen. It is *never permitted* outside of the building on the grill/patio area, in the pool, or on the pool deck.

j. Audio-Visual Equipment.

(1) Audio-visual equipment is provided for the enjoyment of all members and should not be used in a manner that disturbs others using the facility or residents of nearby neighborhoods. Security will issue one warning to violators prior to terminating the function or event.

(2) Laminated operating instructions are located adjacent to the equipment in the fitness center, kitchen, and clubroom.

(3) If equipment is damaged during use, alert the Association Manager or Security if the Association Office is closed. Repair and/or replacement costs over and above the security deposit will be charged to the person or persons deemed responsible for the damage.

k. Fireplaces.

(1) Gas fireplaces are in the library and the clubroom. Both are turned off in the warmer months. To operate, refer to the instructions located adjacent to the fireplace

(2) A wood-burning fireplace is on the patio. When using, be sure the damper is open, start fire slowly using only wood or commercial fireplace logs. Allow the fire to die down before the function/event is over and lightly douse embers with water to extinguish. Please do not flood the patio area.

l. Piano. *Do not move* the piano. Violators may be fined the cost of returning the piano to its original spot and any necessary repairs or tuning charges.

6. Use of the Fitness Center. In addition to the applicable rules elsewhere in this document, users must—

- a. Sign in and out.
- b. Wear appropriate exercise attire, including gym shoes, while using the equipment.
- c. Limit the use of the machines to 30 minutes if others are waiting.
- d. Return the television remote to the towel rack at the end of each workout.
- e. Wipe down the equipment after use with the available antibacterial cleaner.

7. Use of the Computer Room. In addition to the applicable rules elsewhere in this document, users must—

- a. Sign in and out.
- b. Be responsible for their own office supplies.
- c. Refer to the posted instructions for operating the computer and advise the Association Manager if they experience problems with the computer equipment.
- d. Pay for damage caused by misusing equipment.

8. Rental Policy.

a. Rental of the facility includes use of the clubroom, library, and kitchen. Arrangements must be made with the Association Manager to include the grill/patio area for an additional charge of \$100; it is not rented independently.

b. Association members in good standing may reserve the facility for a private function. Such events must be for the Sponsor's exclusive and personal use and not for public enterprise of any kind.

c. The Residents' Center is not available for any function that is advertised outside of Stonehouse. *The general public is prohibited from using the facility.* In no case will a resident act as an agent to reserve the Center for a nonresident of Stonehouse or for an outside organization, club, church, or business activity.

- d. Rentals are for maximum 6-hour periods, to include set-up and clean up.
- e. The pool and the pool deck may not be rented.

f. Stonehouse committees and clubs may use the facility without charge but must schedule the function through the Association Office so it can be included on the Association's calendar of events.

g. One-time or recurring activities such as Yoga classes, cooking classes, or art classes requested by residents, but requiring a nonresident instructor, may be held in the Residents' Center free of charge on a space-available basis. *To qualify, these events MUST be open to all members and limited to members only.* Once approved, continuation of such activities is subject to annual review. Nonresident instructors must complete an application form and submit proof of insurance.

h. The parking lot has 68 spaces but not all may be available. Sponsors are responsible for making arrangements with Security if overflow parking is needed.

9. Rental Rates.

- | | |
|------------------------------|---------------------|
| a. 00-25 adults and children | \$ 75.00 |
| b. 26-50 adults and children | \$150.00 |
| c. 51-75 adults and children | \$200.00 |
| d. Grill/Patio Area | additional \$100.00 |
| e. Security deposit | \$200.00 |

10. Reservations.

a. Reservations will be considered on a first-come/first-serve basis. The Association Manager will resolve multiple requests for use of the facility on the same day.

b. Reservations for private functions will not be accepted more than 6 months in advance of the date of the reservation.

c. Reservations for or private functions must be made in person at the Association Office with all required and completed documents (paragraph 11).

d. If the facility is scheduled for a children's event, the names and telephone numbers of a contact for each child 10 years and younger must be submitted to the Association Manager in writing no later than 2 weeks prior to the date of the event.

e. The Association Manager will deny requests that do not conform to these rules and regulations or if the facility is inappropriate for the activity for which it is requested.

f. Holidays and dates observed as holidays—including Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day—may not be reserved for private functions.

g. Only Stonehouse committees, clubs, and approved activities may schedule recurring weekly or monthly reservations.

h. The Sponsor accepts full responsibility for the facility and conduct of his/her attendees/guests.

- i. If alcoholic beverages are part of the event, the Sponsor assumes *all* responsibility including compliance with Virginia ABC laws and obtaining an ABC permit.
- j. Minors are *not* to be served alcoholic beverages under any circumstances.
- k. The Sponsor is responsible for all catering arrangements; including sign-in, receipt, and security of deliveries. The Association Manager is not permitted to do so.
- l. The Sponsor is responsible for full facility clean-up and removal of all personal items.
- m. The Sponsor must arrange to have rented items removed from the building the day of the event. The Association at Stonehouse, Inc., and/or the Association Manager is not responsible for any items left on the premises.
- n. The Association Manager must approve the use of tents when the reservation is requested.
- o. The Sponsor must obtain necessary permits from James City County Code Compliance Office.

11. Private Function Reservation Process.

a. Members may lease the clubroom, library, and/or kitchen—including the grill/patio area—of the Residents' Center for private functions by submitting the required documents to the Association Manager. The Association Manager will not confirm a reservation until *all* documents listed below have been received, reviewed, and approved:

(1) Residents' Center Rental Application - available at the Association Office or on the Association website: <http://shresva.tripod.com>.

(2) Two separate checks—one for rental of the facility and the other for a Security deposit (paragraph 9)—made out to the Association at Stonehouse, Inc.

(3) A copy of the first page of the Sponsor's Homeowners Insurance Declaration.

b. The Sponsor's signature on the Rental Application indicates a full understanding and acceptance of the rules and regulations and adheres to all policies governing the use of the Residents' Center.

c. Upon acceptance of the reservation, the Association Manager will provide Security with the date and time of the event.

d. The Sponsor is responsible for contacting Security to schedule a pre-inspection of the facility prior to set-up. This pre-inspection will protect the lessee from liability for damages or items missing prior to the function. Both the Sponsor and Security will sign the Inspection Report.

e. Following the event and clean up, the Sponsor is responsible for contacting Security to conduct a post-inspection, which will also be noted on the Residents' Center Inspection Report. Both Security and the Sponsor must sign/date the form, which Security will return to the Association Manager.

f. Failure to comply with these procedures will result in forfeiture of the security deposit.

g. The Association Manager will return the security deposit—less any assessed damage or cleaning fee—within 60 days of receipt of the signed and dated Residents Center Inspection Report.

h. In the event of cancellation, a full refund of the rental fee/security deposit will be made if the Association Manager is notified not later than 72 hours in advance of the scheduled event.

12. Clean-Up Requirements.

a. All users of the Residents' Center are responsible for clean up. Clean up must be completed at the end of each use/function. Sponsors must contact Security prior to leaving to ensure the post-inspection is conducted.

b. In addition to the requirements below—, which are not intended to be all-inclusive—users must exercise common sense in protecting the facility and its contents from damage. Examples are covering the floor if using materials such as paint and protecting furniture/floor when burning candles or using sharp objects.

(1) Trash:

(a) Do not put trash in container without a plastic trash bag.

(b) Exercise care when disposing of liquids in bags.

(c) Do not place trash bags on, or drag them across, the kitchen floor or carpeted areas.

(d) Empty all trash containers, including those on the patio, at the end of the function/event by securely tying bags and placing them in the dumpster located inside the fenced area of the parking lot.

(e) Place new plastic trash bags in containers.

(2) Floors.

(a) Sweep and damp-mop laminate and slate floors. *Never* wet-mop the laminate kitchen floor.

(b) Spot-clean any food or drink spills on carpet, then vacuum.

(3) **Furniture.** Pictures showing the correct placement of the furniture are on the wall next to the piano in the clubroom.

(a) Restore all furniture to original set-up if it was moved for the function.

(b) Lift rather than drag furniture and tables.

(c) Wipe all folding tables clean and return tables to the closet.

(d) Wipe all nonupholstered furniture clean.

(e) Spot-clean spills on upholstered furniture with cold water or club soda.

- (4) Kitchen. Dishwasher detergent and cleanser are located underneath the sink.
- (a) Remove all items brought in for the function/activity.
 - (b) Sweep and damp-mop floor. *Never* wet-mop the laminate kitchen floor.
 - (c) Clean all appliances used, inside and out, including oven, microwave, coffee pot, refrigerator, cook top and grill.
 - (d) Run and empty dishwasher; return dishes, silverware, and glassware to cabinets.
 - (e) Clean all counters and scrub sink with a non-abrasive cleaner.
 - (f) Place soiled linens and towels in the linen container located in the double-door kitchen closet.
- (5) Bathrooms.
- (a) Ensure toilets and urinals are flushed and clean.
 - (b) Ensure counter tops and floors are free of debris.
 - (c) Empty trash container.
- (6) Grill/Patio Area.
- (a) Remove all trash.
 - (b) Sweep terrace/patio.
 - (c) Wipe all tables and chairs.
 - (d) Replace moved furniture to its original location.
 - (e) Lower umbrellas.
 - (f) Clean grill if used. Clean stainless steel only with nonabrasive cleaner.
 - (g) Clean utensils and return to grill drawer.
 - (h) Ensure gas to grill and side burner is shut off. Replace grill cover once grill is cold.

THE ASSOCIATION AT STONEHOUSE, INC.**RESIDENT STORAGE FACILITY****APPLICATION**

The undersigned wishes to store the following described property (the "Stored Property") in the designated storage facility located within The Association at Stonehouse, Inc. in James City County, Virginia (the "Storage Facility"):

Vehicle Information

Space Assigned: _____

Type of Vehicle: _____

Make: _____

Model: _____

License Plate #: _____ **State:** _____

Registration Expiration: ____/____/____ **State Inspection Expiration:** ____/____/____

Acknowledgement

The undersigned hereby acknowledges that he/she has read and understands the current Stonehouse Resident Storage Facility Rules and Regulations and all lessee responsibilities, guidelines and cleanup requirements therein. The undersigned further agrees to observe and enforce all rules and regulations governing the use of the Stonehouse Resident Storage Facility.

Print Name of Owner

Owners Signature **Date**

Current Address

Security Officers Name **Date**

Telephone #

Alt Emergency #

Stonehouse Association Office Use Only:

Resident Storage Facility Waiver & Liability Release Form: _____

Vehicle Photograph: _____

Assessment Fee: _____

The Association at Stonehouse, Inc.

RESIDENT STORAGE FACILITY
RULES AND REGULATIONS

1. General.

a. Authorized Users. The Resident Storage Facility is available to resident Association members and resident tenants—hereafter referred to as *residents*—in good standing.

b. Authorized Storage. Only recreational vehicles, watercraft on trailers, campers, and utility trailers—hereafter referred to as *vehicles*—that comply with space limitations may be stored in the facility. Spaces are 45 feet 5 inches long and 9 feet 2 inches wide.

c. Available Spaces. Due to the limited number of spaces in the facility, only one space per resident is allowed. Space obtained by one resident may not be transferred to another resident.

d. Documentation. Stored vehicles must be titled, have a current registration (for insurance purposes), and display a Stonehouse vehicle sticker. For security purposes, the stored vehicle will be photographed at the time it is stored in the facility and the photograph maintained on file until the vehicle is removed.

e. Notification. Users who plan to remove their vehicle for an extended period—14 days or more—must notify the Association Office prior to removal to secure their space.

f. Compliance. Users of the facility must comply with all federal, state, and local laws.

g. Access. Security will provide access to the facility between the hours of 7:00 a.m. and dusk provided the user contacts them at least 1 hour prior to requested access. For safety reasons, access between dusk and 7:00 a.m. is limited to extreme situations only.

Note: Any emergency requiring Security assistance takes priority over providing access to the Storage Facility.

2. Reservations/Applications.

a. Residents desiring space at the storage facility must contact the Association Office by telephone at (757) 566-0128, fax (757) 566-1198, or in person. If space is not available, the Association Manager will maintain a wait list.

b. Residents must complete a *Resident Storage Facility Application* and a *Storage Facility Waiver and Liability Release Form* before being assigned a space. Property owners may apply, but may not store a vehicle until they reside in Stonehouse.

c. Upon notification that a space is available, the resident must pay an assessment (see paragraph 3) to the Association Manager before storing the vehicle.

3. Assessments.

a. An annual storage facility assessment will be charged for the use of each space. The Board of Directors will determine the amount of the assessment as part of the annual budget process.

b. Residents will be billed in November for use during the following year. Payment is due no later than December 15th. Assessments for storage that begins during any part of the calendar year will be prorated for the balance of that year. However, occupancy during any part of a month will be considered an entire month.

c. Members will pay the assessment to the Association Manager by check made to *The Association at Stonehouse, Inc.*

d. Residents must notify the Association Manager in writing prior to relinquishing a space. Any refund due will be calculated from the date of written notification. Occupancy during any part of a month will be considered an entire month and assessments for that month will not be refunded.

e. The Association Manager will notify a resident in writing that he/she has 7 days to vacate their space if their assessment is in arrears. Unauthorized use will result in removal of the stored vehicle at the resident's expense.

4. Restrictions. *Failure to adhere to these restrictions will result in forfeiture of the storage space.*

a. All items stored in the facility must be the property of a current Stonehouse resident.

b. Commercial vehicles and vehicles used in the conduct of business may not be stored in the facility.

c. Each resident must use only his or her assigned space; unauthorized use will result in removal at the resident's expense.

d. Residents must ensure that their assigned space is kept neat and clean.

e. The facility is for storage only. Maintenance/repair to vehicles stored in the facility is prohibited. This includes changing engine oil, transmission oil, antifreeze, major vehicular maintenance such as engine & transmission repairs, or any other major repair/overhaul to the vehicle. Limited "care and cleaning" of vehicles can be performed while in the facility. The user is responsible to coordinate with security access control while in the lot. No structures, temporary or permanent, may be erected within the facility.

g. Users will not attach anything to any portion of the facility's fence.

h. Vehicles leaking gasoline, antifreeze, oil, or other lubricants must be removed from the facility immediately after the member identifies or is advised of the leak by the Association Manager. Residents must apply environmentally acceptable absorbent material to the ground where the leakage occurs ASAP.

5. Exceptions. Residents storing vehicles prior to the date of this document are subject to these rules and regulations except that they may continue to store the same vehicles that were being stored prior to these rules being implemented. To benefit from this exception, however, they must complete and provide all documents required in paragraph 2b to the Association Office no later than 60 days following the effective date of these rules.

UPLOADED

5/4/2021