

*Wexford Hills  
Homeowner's Association  
P.O. Box 471  
Norge, VA 23127  
www.wexfordhills.com*

## Architectural and Neighborhood Quality Guidelines

These Architectural and Neighborhood Quality Guidelines outline the requirements and procedures necessary for a Property Owner to obtain approval to build a new home in Wexford Hills and the maintenance of appropriate neighborhood quality.

This document replaces the Wexford Hills Architectural and Neighborhood Quality Guidelines adopted on November 8, 2014.

The Board of Directors of the Wexford Hills Homeowner's Association has adopted these Architectural Guidelines pursuant to the authority set forth in Article II of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Wexford Hills which empowers the Board of Directors to adopt and publish architectural guidelines to guide the Board of Director's ("B.O.D") and Architectural Review Committee ("ARC") in decision-making for all construction and maintenance of properties in Wexford Hills.

The Architectural Review Committee is a committee established by the Declaration to make decisions on whether an owner's proposed construction or change or alteration complies with the Declaration and is in harmony with the other homes and topography in the neighborhood.

These Guidelines supplement the Wexford Hills Declaration of Covenants, Conditions and Restrictions. More detailed information pertaining to new construction and changes to existing structures or conditions can be found in Articles II, "Architectural Control" and Article III, "Restrictions and Covenants" in the Declarations.

Both the Property Owner and Builder should become familiar with the contents of the Declarations.

Design limitations and Architectural Review Committee discretion: The Architectural Review Committee has sole and absolute discretion to reject any design, landscape plans or color schemes which are not desirable in the judgment of a majority of the Committee, reasonably exercised, including purely aesthetic reasons. The Committee is not held to precedents from previous approvals or construction. Plans which are approved for wooded lots may not be appropriate for open lots.

No specific architectural styles are expressly prohibited. However, the ARC reserves the right in its sole and absolute discretion, to reject highly stylized houses with overstated eclectic design elements, houses with overly mixed styles, houses with insufficient stylistic theme or treatment, or houses not in keeping with the neighborhood. Structures of substantially similar exterior appearance shall not be located within Wexford Hills unless given express approval by the ARC. In this regard the ARC shall determine what constitutes substantially similar exterior appearance and what structures will be permitted.

The ARC will attempt to suggest acceptable changes for any proposals which are rejected, and may condition its approval upon changes being made to the proposal or upon specific landscaping actions being undertaken in conjunction with an otherwise unacceptable proposal.

Change of builder: The ARC must be notified in writing promptly upon the change of builder once a proposed home has been approved by the ARC.

Vacant Property Prior to Construction: In the case of vacant property (Lots without homes) all land disturbance activities such as, but not limited to, culvert pipe installation, temporary unpaved driveways or Lot clearing of trees of any size, shall not be permitted until the Architectural Review Committee has approved the house and site plans.

Home Construction: Trailers, mobile homes and manufactured homes are not permitted. Manufactured homes are those structures that are built on a non-removable steel chassis or steel beam with wheels under each section in a factory that conform to HUD regulations rather than the applicable building code at their destination. The determination of what constitutes a trailer, mobile home or manufactured home shall be in the sole discretion of the ARC.

Modular homes may be permitted upon approval of the ARC in its sole discretion, provided that the home meets the standards contained herein, the covenants and all applicable building codes. Modular homes are those structures that are built in a factory setting in accordance with the applicable building codes at their destination.

Panelized construction and pre-engineered wall systems may be permitted upon the approval of the ARC provided that they meet the standards contained herein and all applicable building codes.

In addition to the materials required to be provided pursuant to the Architectural Review Information Form contained in these Guidelines, the Architectural Review Committee shall have the right to require any additional information as appears to be relevant (including, but not limited to, manufacturing processes and techniques, manufacturer competence and delivery and assembly procedures) with respect to any proposed modular home or home involving panelized construction or pre-engineered wall systems.

**Escrow required:** A cash escrow deposit of \$5,000.00 shall be required to accompany the submittal of plans for the construction of a new home. This deposit shall be for the purpose of assuring compliance with the terms of the Declarations and Architectural and Neighborhood Quality Guidelines and other relevant requirements; and completion of the home as approved by the ARC. The escrow deposit shall be held by the Wexford Hills Homeowner's Association in a separate account for all escrow deposits. Any accrued interest shall belong to the Wexford Hills Homeowner's Association. In the event of noncompliance with, or a violation of the Declarations or Architectural and Neighborhood Quality Guidelines or other relevant requirements or failure to construct the home as approved, the Association shall have the right to hold the deposit until the violation, failure or noncompliance is remedied to the satisfaction of the ARC and/or charge against said escrow deposit all costs and expenses incurred to remedy any violation, failure or noncompliance, including court costs and reasonable attorneys fees expended in correcting the violations. The ARC shall be the sole determiner as to whether a violation, failure or noncompliance has occurred. At the time a certificate of occupancy is issued for the home the Owner shall request a final inspection from the ARC. If there are no violations or noncompliance and construction conforms to the documents approved by the ARC, the escrow deposit will be returned to the Owner, less any amounts paid out for any violation, failure or noncompliance.

**Setback:** A minimum 100 foot set-back from the center line of any adjoining road to any side of a home shall be required on all lots, unless otherwise established by the recorded plat.

**Septic location:** The plat for each lot identifies the location for a primary and reserve septic system. In many instances these locations are near or adjoin the street on the front of the lot. Owners are advised, however, that in many if not all cases other acceptable locations may well exist on any lot. The ARC may require that owners find alternate septic locations that will be less visible from the street and may require extensive screening of septic fields which adjoin streets or property lines.

**Stake-out review:** The ARC has the right to require a pre-clearing stake-out review. When notified that the ARC requires such a review, and prior to the beginning of any clearing or construction activity the builder or homeowner must schedule an on-site meeting with one or more members of the ARC. Prior to such on-site meeting the builder shall have staked the house corners, the driveway location and the limits of clearing and grading and such locations shall be compared to the site plan submitted to the ARC. If there are any material discrepancies between the on-site review and the site plan, clearing or grading shall not be allowed until such discrepancies are resolved.

**Roof:** A minimum quality standard is a 30-year warranty. Minimum roof pitch is 8/12 on a single level house and 7/12 on a 1 ½ or a 2 story house. Architectural style/grade shingles are recommended.

**Driveways:** All driveways shall be constructed of exposed aggregate concrete for the first sixty (60) feet from the street toward the house, and a minimum width of eight (8) feet.

All exposed aggregate concrete shall be brownish tan in color. Any driveway material proposed to be used beyond the first sixty (60) feet, other than brownish tan exposed aggregate concrete, must be approved by the Architectural Review Committee. No black top driveways will be permitted.

Color scheme: Bright or exotic exterior colors will not normally be approved. This includes exotic door colors and any surface material that tends to reflect light. The Committee generally prefers white or “Historic Williamsburg” colors.

Brick color: No particular color of brick is prohibited where the brick will remain unpainted. However, as a general matter, colors and types of brick which are indigenous to the Virginia area are preferred. Reddish-brown brick colors are preferred. .

Windows: Consideration should be given to the overall exterior balance of the house and the type (double-hung sash, casement, etc.) and placement of windows. The ARC reserves the right to establish minimum window sizes based solely on aesthetic considerations over and above building code requirements. Window design shall be consistent with the architectural character of the home.

Porch railings: No unpainted salt- or pressure-treated wood may be used for front or side porch railings unless they are not visible from any street or adjoining lot or are specifically approved by the ARC. Landscape screening may be required.

Foundations: Exposed foundations must be of brick or stone. Open or exposed crawl spaces are not permitted.

Accessory buildings: Detached garages, workshops and outbuildings require ARC approval. All accessory buildings must complement the design style of the main dwelling, including roof, masonry, color and materials. Greenhouses also require ARC approval. No metal outbuildings will be approved. Any outbuildings may require screening from view from the street and adjoining lots.

Additions/modifications: ARC approval is REQUIRED for any external additions or modifications of any existing home. ARC approval is also REQUIRED for any additions or modifications to the ARC-approved plans with respect to the exterior aspects of any home under construction. Changes or modifications which are made without approval may require elimination or alteration at the owners’ expense.

Exterior lighting plans: All exterior lighting plans (except low-voltage accent lighting, pathway lighting and driveway or similar lighting) must be submitted to and approved by the ARC. Generally, exterior lights must have concealed light sources. Exterior lighting shall not be focused toward a street or a neighboring home. Security and spot lighting should be focused downward so as not to be a nuisance to neighbors.

Heavy construction equipment: Unloading and loading of heavy equipment must be done on the Lot and not on the hard surface of the road. Damage to the hard surface of the

roadway will be repaired at the expense of the property owner and must meet VDOT specifications.

Construction site maintenance: Only usable construction materials may be stored on a construction site. They must be neatly stacked or placed in a way, to the greatest extent possible, that they are not visible from adjacent streets or adjoining lots. Discarded construction materials, refuse and debris must be policed and disposed of daily into the dumpster. During construction, any mud, gravel, dirt, construction material or other debris deposited on the streets as a result of construction activity must be cleaned up immediately.

Dumpsters or suitable containers for containment of construction debris MUST be located on-site and located adjacent to the home prior to the commencement of any framing operations, and shall be emptied regularly and when full. No burning of construction debris is allowed.

Portable toilets are required on all construction sites during the complete construction period. They must not be located immediately adjacent to any street or to any property line. They must be removed once a certificate of occupancy is issued.

Construction Work hours: Construction work hours will normally be limited to 7 A.M. to 7 P.M. Monday through Saturday.

Access to lot during construction: Submission of any plans to the ARC for review shall constitute permission by the lot owner and agreement by the builder to allow members of the ARC or its designated agents reasonable access on and to the property before, during and after construction (prior to occupancy) to ensure consistency with the approved plan of construction, alteration or modification.

Builder/Contractor Signs: No advertising signs for any purpose may remain on any Lot for more than 30 days after completion of the work/ construction. This shall include, but not limited to contractors, landscapers and remodels. In the case of new home construction, the Builder's sign must be removed within 30 days of occupancy of the dwelling.

Mailbox and post: While no specific mailbox or post is required, a standard mailbox and post is recommended. Unusual or highly creative styles will not be permitted. One-piece molded plastic mailbox and post styles will not be permitted. Mailboxes and mailbox posts must be kept in a clean and well maintained condition at all times.

Landscaping on easement area: No landscaping other than grass is permitted on the easement area between the street and culvert except for minimal plantings around mailbox posts, and the area where the drainage culvert goes under the driveway. Property Owners are responsible for mowing the grass on the easement between the road and the culvert.

Landscaping: Trees, shrubs and general landscaping that is visible from the street (including but not limited to trees, shrubs, bushes, plants, flowers, mulch, etc.), must be maintained and/or groomed to present an attractive appearance. Landscaping must be periodically trimmed to prevent it from becoming overgrown. Major alterations or additions to landscaping visible from the street must be approved by the ARC.

Soil Erosion: Soil erosion on the front of properties resulting in bare ground and/or ruts in the soil must be repaired. Soil erosion is hazardous to our environment and natural resources as well as unattractive on properties and our neighborhood. Grass and vegetation growth is the most attractive and practical erosion prevention. However, there may be select frontage areas on properties where grass growth is extremely difficult. Alternative solutions such as using mulch or pine needles with shrubs/trees and other landscaping materials such as rocks or wood timbers are alternatives.

Culvert Maintenance: Owners shall maintain cement culverts located on their property by keeping them clear of grass clippings, growth of weeds and grasses, leaves, soil sediment, trash or any other material that may obstruct flow or degrade the culvert integrity. Unpaved culverts must be maintained in the same manner as stated above in addition to mowing them.

Driveway Maintenance: The paved portion of driveways must be cleaned periodically to remove dirt, algae and mold to maintain the appearance of brownish tan aggregate concrete.

Lawn Equipment, Utility Trailers, Generators, and Outdoor Grills: These items, when not in use, must be stored out of sight from the street.

Guidelines for boats, recreational vehicles, large vans too large to garage as well as inoperative or unlicensed vehicles are stated in Article 3 Section 9 of the Declaration of Covenants.

Trash and Recycle Containers: Trash and recycle containers must be hidden from view from the street. Containers can be shielded from view by the home, outbuilding, decorative fencing or landscaping.

Owner Maintenance Responsibility: Owners shall maintain their Lot as outlined in Article 6, Section 6.1 of the Declarations.” Each Owner shall maintain their Lot and exterior of any improvement on the Lot in a neat and orderly condition.” Property Owners are responsible for mowing from the street to the tree line facing the street. Exceptions due to extremely difficult topography must be approved by the ARC.

Swing sets and playground equipment: Swing sets, sand boxes, play houses and mobile playground materials (*e.g.* plastic or wooden slides, etc.) shall be kept reasonably hidden from view from the street and confined to the back yard of a home to the extent possible. Portable basketball backboards and posts should be screened to the maximum extent

possible from the street or adjoining property. In no instance are they permitted at the end of the driveway on or near the street or cul-de-sac.

Swimming pools and tennis courts: Swimming pools and tennis courts must be approved by the ARC, and screening requirements may be imposed with respect to such amenities. No above-ground swimming pools will be permitted.

Satellite Dishes and Antennas: Satellite dish antennas, and antennas which are over one meter in diameter are prohibited on any property in Wexford Hills. Owners shall notify the ARC of any installation of a reception device under one meter in diameter if the reception device is exposed to view from the street or adjoining property. Location approval will not be unreasonably delayed. The reception device shall be reasonably screened from view from the street or adjoining property either by location, fencing or landscaping. The preferred locations of a reception device are the rear yard of a lot or the rear half of the roof line.

Process for obtaining ARC approval: The architectural review process will not begin until all the required information/materials are submitted as outlined in these guidelines.

After the review of submitted plans, the ARC will contact the Property Owner in writing with its determination within thirty (30) days from when the plans were submitted with all the required information and/or materials detailed below. The thirty (30) days will not start until all requested information and/or materials are received.

In the case of new home construction, the Lot may not be cleared until written approval is received from the Architectural Review Committee.

Required information and material samples: The following information and samples are required. **THE ENCLOSED FIVE (5) PAGE ARCHITECTURAL REVIEW INFORMATION FORM MUST ACCOMPANY ALL NEW HOME SUBMITTALS.**

- Lot Owners' name, current address and telephone number;
- Lot Owners' Wexford Hills address;
- Builders: Name of Building Company. Name(s) of Principal(s) of the building company, address, telephone number and the Builder's building license number. Builder may be required to provide references and certification of good standing.
- A complete set of architectural plans, including a cut through/building section. Copies of the original will suffice. Front elevation plans must be 1/4" = 1' scale.
- A plat (site plan) stamped by a surveying/engineering firm suitable for filing with James City County, showing the location of the house, driveway, outbuildings, proposed fencing and primary and alternate drain fields. A plat (site plan) with the

James City County approval stamp may be required after the clearing permit has been obtained.

- **Landscape plan:** As part of the ARC approval process for new homes, the homeowner shall submit a proposed landscaping plan for the portion of the lot visible from any street and adjoining lots. Such plans are not required to be submitted as an initial matter, but should be submitted at least 45 days prior to the planned installation of any plantings. The ARC may require that appropriate plantings be installed for screening purposes depending on the nature of the lot and the visibility of the home. Implementation of the landscape plan and installation of any plantings required for screening purposes shall be completed within 12-months of occupancy of the home, or, immediately if in conjunction with fence screening. Minimum caliber for foundation plantings is 18 to 24 inches in height as appropriate for the plant species.

**Materials:**

- Materials will be deemed acceptable if the quality is considered durable (above minimum standards) and the style is compatible and harmonious with surrounding structures. Detailed descriptions i.e.; manufacturer's name and description that includes warranty period, color, style, composition, etc., or samples of materials are required for all of the following items:
  - Roofing materials.
  - Exterior siding.
  - Brick and mortar.
  - Exterior trim.
  - Shutters.
  - Windows.
  - Front door.
  - Front Porch.
  - Decks.
  - Mailbox and support post.
  - Exterior lighting.



- Fences: proposed fences should be shown on the site plan and detailed as to the design, material, height and color. Any portion of fencing visible from the street or adjacent property should be accompanied with a landscaping plan.

All required information and material samples should be submitted to:

Primary contact: Jere Long  
8265 Wrenfield Drive  
Williamsburg, VA 23188  
(757) 229-7115

Alternate contact: Steve Heaston  
6008 Beech Tree Lane  
Williamsburg, VA 23188  
(757) 259-9779

Appeal from ARC determinations: Any decision by the ARC may be appealed to the Wexford Hills Homeowners' Association Board of Directors. Such appeal must be presented in writing to the President of the Homeowners' Association within 30 days of being notified of the ARC decision and shall set forth the basis for the appeal. The owner has the right to attend any meeting of the Board of Directors where such appeal will be discussed or decided and to address the Board. Decisions of the Board of Directors shall be final.

These Architectural and Neighborhood Quality Guidelines were adopted and approved by the Board of Directors on February 8, 2017.

060009176

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WEXFORD HILLS

This Amendment to the Declaration is made this 5th day of April, 2006, by Wexford Hills Homeowners Association, Inc. (the "Association").

W i t n e s s e t h:

WHEREAS, Wexford Hills Homeowners Association, Inc. recorded that certain Amendment to the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Wexford Hills (hereinafter the "Declaration") of dated November 7, 2003, as instrument number 050019745 in the Clerk's Office of James City County, Virginia;

WHEREAS, the Declaration may be amended pursuant to ARTICLE 5, GENERAL PROVISIONS, 5.3 Amendment by an instrument signed by the Owners of not less than sixty-five percent (65%) of the Lots;

WHEREAS, the members of the Association have determined that it is in the best interest of the Association to amend and restate the Declaration; and

WHEREAS, the requisite majority of the members of the Association voted to amend and restate the Declaration.

NOW, THEREFORE, the Association does hereby amend its Declaration in the following manner:

TAX MAP & PARCEL NOS.

See attached Exhibit "A"

PREPARED BY:

Spirn, Tarley, Robinson & Tarley, P.L.L.C.  
1313 Jamestown Road, Suite 202  
Williamsburg, Virginia 23185

ARTICLE 1 DEFINITIONS

- 1.1 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.2 "Property" shall mean and refer to that certain real property described on Exhibit "A" attached hereto together with any property annexed pursuant to Article 5 of this Declaration.
- 1.3 "Declarant" shall mean and refer to Blackthorn Group, L.L.C. ("Developer") and its

successors and assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

- 1.4 "Association" shall mean the Wexford Hills Homeowners Association, Inc., a Virginia non-stock corporation.
- 1.5 "Maintenance Areas" shall mean the entrance to the Property and any median strip on or within any public road serving the Property, and other areas required to be maintained by the Association.
- 1.6 "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat containing all or a portion of the Property.
- 1.7 "Architectural Review Committee" shall mean a committee of at least three (3) persons appointed by the Board of Directors of the Association which shall include at least one (1) member of the Board of Directors. The Chairman of this committee shall be appointed by the Board of Directors.
- 1.8 "Governing Documents" shall mean the Association's Articles of Incorporation, this Declaration, Bylaws, and Rules and Regulations as amended from time to time.
- 1.9 "Member" shall mean those persons entitled to membership in the Association pursuant to Article 4 herein.

## ARTICLE 2 ARCHITECTURAL CONTROL

- 2.1 Architectural Approval. No building, fence, wall or other structure may be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee, as to harmony of external design and location in relation to surrounding structures and topography.
- 2.2 Architectural Review Committee. The Board of Directors shall appoint a committee of at least three (3) persons to serve on the Architectural Review Committee. At least one (1) of the committee members shall also be a member of the Board of Directors. The Chairperson of the Architectural Review Committee shall be appointed by the Board of Directors.
- 2.3 Powers and Duties of the Architectural Review Committee. The Architectural Review Committee shall adopt procedures which shall describe all the documents which must be submitted to obtain approval. The Committee may require any Lot Owner to obtain a bond or letter of credit not to exceed \$10,000.00 to ensure repair of any damage to curbs and streets, periodic trash cleanup, compliance with the approved plans and all

other requirements of this Declaration. The Architectural Review Committee shall have the power to impose reasonable application fees in connection with an Owner's request for construction.

The Architectural Review Committee shall have the authority and responsibility to enforce the covenants and Architectural Guidelines in accordance with due procedures duly adopted by the Board of Directors and published to the members. The Committee shall not grant variances to the covenants or Architectural Guidelines.

The Architectural Review Committee shall have the responsibility to develop architectural guidelines and modifications thereto which shall be published to the members after the approval by the Board of Directors.

- 2.4 Response by Architectural Review Committee. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after all required documents have been submitted in full to the Architectural Review Committee, approval will not be required and this section will be deemed to have been complied with in full. The date of submission shall be determined by the Architectural Review Committee and in no event shall it be earlier than the date the Owner submits all required documents.
- 2.5 Authority to Grant Variances. Variances to the Architectural Guidelines may be granted only by the Board of Directors.

### ARTICLE 3 RESTRICTIONS AND COVENANTS

- 3.1 Protection of Land. The natural beauty of the land shall be protected and preserved to the greatest extent possible. Clearing of lots shall be no more than required for construction purposes and shall not exceed James City County permits. The Chesapeake Bay Preservation Act must be strictly observed in all areas. No trees larger than twelve inches (12") in diameter at breast height may be removed unless such trees are dead, diseased or dying. The natural grade of the land shall not be altered without prior written approval of the Architectural Review Committee. Areas converted to lawns and other landscaped areas shall be maintained in a neat and attractive manner. Purchaser is taking lot(s) in "as is" condition and assumes responsibility for proper drainage and finish grade as required by the County of James City, Virginia. Purchaser is responsible during construction for damage to all utility lines within Property whether damaged by Purchaser, sub-contractor or materialmen.
- 3.2 Residential Use. Each Lot shall be used exclusively for residential purposes and no building shall be erected, altered, placed or permitted to remain thereto other than one (1) single-family dwelling and such associated buildings as approved pursuant to Article 2 of this Declaration (hereinafter referred to collectively as "Dwellings" or severally as "Dwelling").

- 3.3 Home Businesses. No Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or any other non-residential purpose; provided, however, that an Owner may maintain an office in the dwelling constructed on such Owner's Lot if (i) the occupation or activity is conducted entirely within the dwelling; (ii) the occupation or activity requires no external alterations or the use of outdoor storage of machinery or equipment that creates noise, odor, smoke, dust or glare or is dangerous or otherwise detrimental to persons residing in the home or in adjacent property; (iii) no exterior evidence of the occupation or activity exists; (iv) no articles are displayed or otherwise offered for sale upon the Lot; (v) no equipment or process inside that may disrupt neighboring dwellings; and (vi) such office generates no significant increase in traffic by clients, customers or other persons related to the business.; (vii) the Owner applies for approval of the use by making application to the Board of Directors.
- 3.4 Utility and Drainage Facilities. Declarant reserves for the benefit of itself and its successors and assigns easements for installation, repair, maintenance and/or replacement of utility and drainage facilities within the areas reserved for a designated "Easement" on the aforementioned plats and where no easement is so designated, within an area twenty feet (20') in width along the front. Declarant further reserves the right, before or after the sale of any of the Lots, to transfer and assign any of the rights and easements herein described.
- 3.5 Building Restrictions. No single family residence shall be erected upon or allowed to occupy any Lot or Lots unless the main structure, exclusive of porches and garages, equals or exceeds 2,200 square feet for a single story, 2,400 square feet for one and one-half story and 2,800 square feet for a two-story residence. All structures erected on residential lots shall be limited to not more than two full stories above grade level unless approved in writing by the Architectural Review Committee. All residences shall be built with conventional construction techniques.
- 3.6 Building Setback Requirements. The Dwelling(s) on any Lot should be located so that it does not conflict with Article 2, Section 1. All Dwelling(s) or other buildings should be set back from the Property lot lines as indicated on the subdivision plat, unless otherwise approved in writing by the Declarant and the Architectural Review Committee. All accessory buildings must complement the design style of the main dwelling, including roof, wall, masonry, color and materials.
- 3.7 Exterior Structure Materials. The exterior structural materials of Dwellings and other buildings must be approved by the Architectural Review Committee, which shall not unreasonably withhold approval. Samples of said materials must be submitted for approval with plans and specifications at the time of review.
- 3.8 Garages. Each single family residence shall have a functional garage. Garages must have space for a minimum of two automobiles. All garage entrances shall face the rear or side

Property line. In no instance shall the garage entrance face the front Property lines, except when the topography of the Lot dictates this is the only manner in which the residence can be positioned on the Lot, and it is approved by the Board of Directors in writing. The garage entrance shall not face any street adjacent to a corner lot except as approved by the Architectural Review Committee.

- 3.9 Vehicles. Each site Owner shall provide adequate space and facilities for parking at least three (3) automobiles off the street and within the boundaries of the site including easement. "Adequate space" shall be defined as having minimum dimensions of eight (8) feet in width and twenty (20) feet in depth for each vehicle space.

Boats or recreational vehicles too large to garage and large vans may be stored behind the house on a parking apron and must be screened from view from the street and neighbors.

Inoperative or unlicensed cars, trucks or other vehicles shall not be parked or stored on streets or parking areas and must be screened from view from street and neighbors.

- 3.10 Driveway Construction. All driveways shall be constructed of exposed aggregate for the first sixty (60) feet from the road and have a minimum width of eight (8) feet. The color of the exposed aggregate concrete shall be brownish-tan in color and must be submitted to the Architectural Review Committee for approval.

Where curbs are to be broken for driveway entrances, the curb shall be repaired in a neat, orderly fashion using the similar construction materials to match the original construction. All driveways must be constructed in a manner that will not alter the requirements of the drainage system constructed for Wexford Hills.

- 3.11 Items requiring screening. None of the following items shall be installed or erected unless they are hidden from view of the street and from adjoining residences:

- A. Window air conditioners;
- B. Clotheslines;
- C. Solar or energy panels;
- D. Carports.

- 3.12 Utility Connections. All house connections for all utilities, but not limited to water, electricity, telephone and television shall be run underground from the proper connecting points to the Dwelling in such a manner to be acceptable to the governing utility.

- 3.13 Sewage and Water Systems, Well Limitation and Water Supply. Only individual sewage systems shall be permitted on any Lot, and shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Virginia's Department of Pollution Control. Approval of such systems shall be obtained from such department prior to construction. Individual wells may be drilled for non-potable water use only. A central water supply system will be provided to service the subdivision and shall be used as the sole source of potable water. Each Property Owner shall pay when due the periodic charges or rates for the furnishing of water made by the suppliers thereof, including the supply of meters, etc.
- 3.14 Multiple Lots. Should more than one Lot, be used as a single building site, these restrictions shall apply as though the entire building site were one Lot.
- 3.15 Temporary Structures. No shed, shack, trailer, tent or other temporary building or structure of any kind shall be erected or permitted to remain on any Lot.
- 3.16 Pets. No animals, livestock or poultry shall be kept or maintained on any Lot except that dogs, cats and other household pets may be kept, provided that they are duly licensed and/or registered, as applicable, and do not constitute an annoyance or nuisance. Specific lots will be designated by the Declarant to allow for the boarding of horses. Said "horse lots" shall be subject to written restrictions as set forth by the Declarant in the deed to such Lots. Such restrictions shall run with the land. No Lot not designated a "horse lot" as set forth above may be used for boarding horses.
- 3.17 No Offensive Activities. No illegal, noxious or offensive activity shall be carried on or permitted on any part of said land, nor shall anything be permitted to be done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said Lot nor upon any land or lands contiguous thereto.
- 3.18 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits.
- 3.19 Time Limit of Completion. Any construction commenced upon a Lot shall be pursued diligently and such construction should be completed within fifteen (15) months of said commencement.
- 3.20 Walls and Fences. No walls or fences shall be constructed and no hedge shall be planned until its design, construction and location are approved by the Architectural Review Committee. Chainlink fences (except where concealed from view from all Lot lines) shall be prohibited.

- 3.21 Leasing. The respective Lots shall not be rented by the Owner thereof for transient or hotel purposes, which shall be defined as: (i) rental for any period less than thirty (30) days; or (ii) any rental if the occupants are provided customary hotel services. Other than the foregoing obligations, the Owners of the respective Lots shall have the absolute right to lease their Lot provided that the lease is made subject to the covenants and restrictions contained in this Declaration, and all Rules and Regulations for the Association.
- 3.22 Construction. Builders must place a culvert and a sufficient amount of stone on a firm, well drained sub-grade at the designed street entry to the Lot to prevent mud and other debris from being tracked on the street. No traffic on the Lot is permitted prior to the placement of the driveway or culvert. Any damage to the drainage ditches must be repaired by the builder or the developer's construction contractor to the satisfaction of the Virginia Department of Transportation. Any work accomplished by the construction contractor will be billed to the builder.

Construction vehicles shall not be parked in any area other than the building site, or on the roadway bordering the site. Vehicles will not be permitted to obstruct the traffic flow on development streets.

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

Erosion control, such as straw bales, straw, silt fencing, matting and seeding or sodding, must be used to prevent the washing of earth into drainage ways, creeks and ravines, during and after construction until the site is established.

All debris from clearing the Lot must be removed promptly. No dumping within the subdivision is permitted. Care should be taken not to drop scraps or branches on the roadways.

No advertising signs for any purpose may remain on any Lot for more than thirty (30) days after the completion of construction. This shall include, but is not limited to, contractors, landscapers and remodelers.

During the construction, the builder should keep the building site(s) in a clean and orderly manner. Scrap lumber, wallboard, insulation, shingles, etc. should be periodically hauled away. A trash bin or drum must be placed at the site for workmen to dispose of bottles, wrappings and garbage. Violations may be cleaned up by the Association and billed to the builder.

When building is completed and landscaped, the builder must maintain the grounds until



the building is sold.

During construction, the builder should control his subcontractor parking to the extent possible so as to preserve the road shoulders, the ditches, and to provide free access to the residents.

Brick or masonry walls at the ends of culvert pipes or driveway entrances are not permitted without written permission from the Architectural Review Committee.

- 3.23 In-ground Swimming Pools/Tennis Courts. In-ground swimming pools and tennis courts shall require the approval of the Architectural Review Committee. The Architectural Review Committee may require screening or alternative placement of the in-ground pool or tennis court. Above-ground swimming pools are prohibited.
- 3.24 Signs. No signs of any kind or description shall be posted or displayed in the Maintenance Area or at the entrance of Wexford Hills without prior written approval of the Architectural Review Committee.

#### ARTICLE 4 MEMBERS

- 4.1 Membership. Every Owner of a Lot which is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment.
- 4.2 Voting. The Association shall have one (1) class of voting members which shall consist of all Owners who shall be entitled to cast one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The Members shall exercise the vote for such Lot as they determine, but in no event shall more than one vote be cast with respect to any Lot.

#### ARTICLE 5 MAINTENANCE AREAS AND OTHER RESPONSIBILITIES OF THE ASSOCIATION

- 5.1 Association Responsibilities. The Association shall:
- A. Maintain the Maintenance Areas within the Property; and
  - B. Pay any utility bills associated with the Maintenance Areas.
- 5.2 Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be expressed in any deed or conveyance, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements; and (iii) initial assessments. Such assessments to be established and collected as set forth below. The annual, special and initial assessments together with

interest thereon and any costs of collection, including reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which such assessment is made. Sale or transfer of any Lot shall not affect the assessment lien. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of any Lot at the time when the assessment fell due.

Liability for all assessments on any Lot shall commence when the Lot is conveyed to an Owner other than the Declarant. No Owner may waive or otherwise escape liability for any assessment by non-use of the Maintenance Areas or abandonment of their Lot.

- 5.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the maintenance and repair, replacement and improvement of the Maintenance Areas; to benefit the recreation, health, safety and welfare of the residents; for the common expenses related to the management and operation of the Association; and any other areas of responsibility designated to the Association.
- 5.4 Annual Assessment. The regular annual assessment payable to the Association shall be One Hundred Eighty and no/100 Dollars (\$180.00), or as increased pursuant to Section 5.5 below, payable in advance on the last day of February of each year for each Lot. Any assessments which are not paid when due shall be delinquent and a late charge of ten percent (10%) of the unpaid amount shall be charged against the Owner. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Maintenance Area or abandonment of his Lot. In the event that a Member's check is returned by the bank for any reason, the Member shall be assessed a fee in the minimum amount of \$25.00 or the amount assessed by the bank, whichever is greater. The Association may, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- 5.5 Assessment Increase. Where the Board of Directors recommends an increase in the annual assessment with an increase greater than 5% from the previous assessment, the Owners shall approve the increase by a majority vote of the Members present, in person or by proxy, at the annual meeting or a special meeting duly called for that purpose.
- 5.6 Special Assessment. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes at a meeting duly called for this purpose. Written notice shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days before the meeting stating the purpose of the meeting.

- 5.7 Initial Assessment. In addition to the assessments authorized above, each purchaser of a Lot shall pay an initial Three Hundred and 00/100 Dollars (\$300.00). The initial assessment shall be payable by the grantee each time title to a Lot is transferred. In the event that an Owner transfers their Lot to a builder for purposes of constructing a home on the Lot for the Owner to occupy in the future and the builder transfers the Lot back to the same Owner at the completion of construction the Board of Directors may refund the initial assessment upon the written request of the Owner and the submittal of any documents requested by the Board of Directors.
- 5.8 Delinquent Assessments. Any assessments not paid when due shall be delinquent. The Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Property Owners Association Act concerning delinquent assessments. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, or take such other action as provided for in this Declaration, and late charges, interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The Association is granted a lien upon each Lot. The lien shall secure the payment of monies from each Owner for which he is liable to the Association, plus a late fee of 10% of the delinquent amount, costs and reasonable attorney's fees (minimum of 25% of the amount due) incurred in the enforcement of the lien. The Association may foreclose the lien as provided in the Property Owners' Association Act. The lien granted to the Association shall further secure such advances for taxes and payments on accounts of lenders, liens or encumbrances which the Association may advance to protect its lien. The personal liability of a delinquent Owner shall include liability for late charges, interest according to law, reasonable attorney's fees (minimum of 25% of the amount due), and court costs incurred by the Association in collecting such assessment or enforcement of the lien. If the Association elects to enforce the lien through foreclosure, the Owner shall be required to pay reasonable rent for the Lot, as determined by the Board, and the Association shall be entitled to appoint a receiver to collect the rents and profits. Nothing herein contained shall bar a suit to obtain a money judgment for unpaid assessments without waiving the lien securing the same, nor shall it prevent the Association from pursuing any other remedy available at law or equity, by virtue of the Property Owners Association Act, or by other provisions of the Governing Documents. An Owner who is delinquent in the payment of any assessment shall forfeit the right to vote in the Association.
- 5.9 Subordination. The sale or transfer of any Lot shall not affect the assessment lien. However, in the event any person shall acquire title to any Lot by virtue of any foreclosure of any first mortgage or first deed of trust, or any proceedings in lieu thereof, such person so acquiring title shall only be liable and obligated for assessments as shall accrue and become due subsequent to the date of acquisition.

ARTICLE 6 OWNER RESPONSIBILITY FOR MAINTENANCE

- 6.1 Owner Maintenance Responsibility. Each Owner shall maintain their Lot and the exterior of any improvement on the Lot in a neat and orderly manner. Each Owner shall keep his Lot clear of trash, garbage, and other waste. The exterior of any Dwelling or building shall be maintained in the condition as originally constructed. An Owner shall not permit the landscaping and grass on his or her Lot to become overgrown. Should any Owner fail to maintain his Lot as required by this provision, the Association may, but is not required to, arrange for necessary repairs, replacement, cleaning, painting, pruning, or cutting. In the event the Association undertakes any such action, the cost of such work shall be a specific assessment against the Lot subject to the lien and enforcement provisions set forth in Article 5 above.
- 6.2 Owner Responsibility for Drainage. An Owner shall control and correct any conditions on their Lot which result in erosion or sedimentation:

ARTICLE 7 GENERAL PROVISIONS

- 7.1 Enforcement. Any Owner or the Association shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed waived of the right to do so thereafter.
- 7.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and affect.
- 7.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years.

This Declaration may be amended affirmative vote of not less than sixty-five percent (65%) of the Lots Owners. Agreement of the required majority of Owners to any amendment of this Declaration shall be evidenced by their execution of the amendment, or their ratification thereof, or in accordance with the requirements of the Property Owners Association Act, and the same shall become effective when a copy of the amendment is recorded together with a certification signed by the principal officer that the requisite majority of Owners signed the amendment or ratified the same. Any amendments must be recorded.

- 7.4 Substitution. The Declarant shall have the right at its sole option to assign its powers set forth herein to the Association by instrument duly recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County, Virginia.

- 7.5 Annexation. Additional land with the 340.4+ acres shown on a plat recorded in James City County Plat Book 56, Page 97, as well as any parcel contiguous to such land, may be annexed by the Declarant within ten (10) years of the date of this instrument by the filing of a supplemental declaration in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County, Virginia, by the Declarant. Upon such annexation, such additional property shall be subject to all of the terms.
- 7.6 No Negative Reciprocal Easements. Each Owner, by his acceptance of this Declaration or the deed to his Lot waives any right and interest he might have (i) in and to real estate not described on Schedule A; and (ii) to enforcement of all of any portion of this Declaration, and supplemental declaration and against any such real estate.

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5/4/2021