Taylor XX

OF YORK COUNTY

MEOWNER'S/ MANUAL

## AMENDMENT NOTICE

Please note the following sections have been amended as of January 21, 2008, as follows:

Section 3.2.3 EXTERIOR SIDING: Houses shall be faced with one or more of the following materials: brick, stone, synthetic stucco, or approved horizontal lap siding. Where brick is used, it must be on the front and two sides minimum. Siding is permitted on the rear elevation. Brick fronts only are not permitted. Horizontal lap siding may be manufactured from natural wood or cement fiber board. Plywood, vinyyl or metal siding is not permitted. Materials other than those listed above will be considered on a case by case basis by the DRV. Where siding materials are used in combination they shall be aesthetically compatible with each other as determined by the DRB.

Section 3.5.1e Accessory buildings shall be set on foundations which match the house, with poured concrete slab or brick foundations.

In addition the New Home Application has been modified to include the name of the property owner, their address and telephone numbers.

## ASSOCIATION DISCLOSURE PACKET

Pursuant to § 55-512 of the Virginia Code, Taylor Farms of Yorktown Homeowners Association (the "Association"), a Virginia non-stock corporation, created as the homeowners association for the subdivision of Taylor Farms Phase One, makes and provides the following disclosures:

- 1. Association Disclosure Packet Notice immediately precedes this Association Disclaimer Packet.
- 2. The name of the association is the Taylor Farms of Yorktown Homeowners Association, a Virginia non-stock corporation, incorporated in the Commonwealth of Virginia, with Ralph M. Goldstein, a resident of Virginia and a member of the Virginia State Bar, with offices at 701 Town Center Drive, Newport News, Virginia, 23606, serving as registered agent. The Association mailed its application to the Virginia Real Estate Board, Department of Professional and Occupational Regulation (DPOR) in Richmond, Virginia on June 19, 2007 which will take approximately three to four weeks for processing. A certificate number cannot be provided at this time, but could be later determined by consulting the DPOR website at www.dpor.virginia.gov, email address cicliason@dpor.virginia.gov or by calling (804) 367-0776.
- 3. The Association is newly formed and controlled by Taylor Farms of Yorktown, LLC (the "Declarant") until the construction of a residence on the last unbuilt lot in the subdivision has been completed, unless the Declarant otherwise assigns control and its rights to the Association or the Association's Design Review Board. No funds have been expended by the Association that will require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year.
- 4. The Owner of each lot shall pay to the Association an initial capital assessment of \$250 upon the conveyance of a lot to an Owner who is not the builder of the initial building residence on the lot.
  - Until June 1 of the year immediately following the conveyance of the common areas to the Association, the maximum annual assessment shall be \$400.
- 5. Except for deposits to entities or facilities providing utility services, the Owner of the lot will not be liable for fees or other charges.
- 6. Because the subdivision of Taylor Farms Phase One is a newly recorded and developed subdivision, there is no current reserve study report or sum mary thereof. Any reserve will be a part of the Association's annual budget.

- 7. The current budget or summary thereof is attached, along with replacement reserve information. The Association is newly created and there are no budgets for prior years.
- 8. There is no pending suit or unpaid judgment to which the Association is a party which either could or would have a material impact on the Association or to its members or which relates to the property being purchased.
- 9. Even though the common areas have not been conveyed to the Association, the Association is an additional insured on the Declarant's comprehensive insurance policy which includes liability coverage in the amount of \$1,000,000 for each occurrence, \$2,000,000 in the aggregate. The Owner should consult with its insurance advisors as to what additional insurance, if any, which the Owner of a lot should carry relating to the Association, the Owner's lot and the common areas.
- 10. No improvements or alterations to the Property have been in violation of any instruments relating to the subdivision.
- 11. Only one construction sign will be permitted per lot, for the identification of the builder, architect, sub-contractors and suppliers. This sign shall not exceed 3 square feet and shall be permanently mounted on a suitable post. Larger signs showing architectural renderings and similar information may be installed with the Design Review Board's approval. "For Sale" signs, other than those posted by the Declarant, shall be limited to one sign per lot and placed in the front center of the yard only. Rear yard signs are not permitted. No lead-in signs are permitted. The Design Review Board reserves the right to restrict the size and design of "For Sale' signs as it deems appropriate.
- 12. Decorative flags and sovereign flags (USA, Virginia, York County) are permitted to be flown from flag standards of 6' or less in length, mounted on the house. Permanent flag poles are not permitted in front yards, but flag poles not exceeding 20' in height may be permitted by the Design Review Board of the Association in rear yards directly behind the house and no closer than 20' to any property line.
- 13. The Declaration of Covenants, Conditions and Restrictions of Taylor Farms Phase One dated June 13, 2007, the Association Articles of Incorporation and Bylaws, and the Taylor Farms Design Standards are attached.
- 14. No notices have been given to the Property owner of any current or pending violation of the architectural guidelines adopted by the Association.
- 15. The one page cover sheet developed by the Real Estate Board pursuant to §54.1-2105.1 is attached immediately before the Association Disclosure Packet.

16. This is a new association and the information relating to the filing number/lack thereof is set forth in paragraph 2 above.

## Attachments Provided

Association Disclosure Packet Notice

Declaration of Covenants, Conditions and Restrictions of Taylor Farms Phase One dated June 13, 2007

The Association Articles of Incorporation and Bylaws

The Taylor Farms Design Standards

Copy of the Deed of Gift of Easement dated June 12, 2007 applicable to historic Lots 16, 23, 36, 52 and 54 in Taylor Farms Phase One

Insurance binder from Harleysville Mutual Insurance relating to the common area owned by the Declarant

Current year budget and replacement reserve information

Taylor Farms of Yorktown Homeowners Association

Bv:

Director and Authorized Signatory

Date: 25 June 2007



Date: 6/20/2007 10:14 AM Page: 1 of 1

ACORD	INSURANCE	BINDER	OP ID	
THIS BINDER IS A TEMPORARY				06/20/200
ACRES	NSURANCE CONTRACT, SUBJECT TO TI	COMPANY SHOW		
W. T. Chapin, Inc.		Marleysville	Mutual Insurance	2084
9317 Warwick Boulevar	ed	DATE CITEO	IME THE	DATE TIME
Newport News VA 23601	•		X AM	X 12:01 A
Carlton L. Gill, Jr.	TRX	06/19/07	12:01 PM 0	6/19/07 NOC
GODE:	ас, мох 757-595-7640	THIS BINDER IS IS	BUED TO EXTEND COVERAGE IN THE ABO	OVE NAMED COMPANY
CUSYOMEO D: TAYL-10	SUB CODE			
PARTITUDE DI STELLE TO		DESCRIPTION OF GREAT	TICHAT/SHECLESS PROPERTY (Including L	esationi
Taylor Farms of 159 Breezy Point Yorktown VA 2369	Road	Homeowners a buildings -	ssociation; no amen Vacant Land	ities, no
COVERAGES				
TYPE OF INSURANCE			u	MITO
PROPERTY CAUSES OF LOSS	COVERAGE/FO	TIME	DEDUCTIBLE COINS	% AMOUNT
BASIC BROAD SPEC				
SPEC SPEC				
-				
GENERAL EMBILITY				
A STATE OF THE STA	I .		EACH OCCURRENCE	\$1,000,000
CONTRACTOR COLLEGE	ł		DANAGE TO PARTIES OF	£50,000
CLAIMS MADE X OCCUR		,	MED EXP (Any and purson)	¢5,000
			PERSONAL & ADV INJURY	¢1,000,000
			GENERAL AGGREGATE	\$2,000,000
AUTOMOBILE LIABILITY	RETRO DATE FOR CLAIMS MADE:		PRODUCTS - COMPIOP AGG	\$2,000,000
			COMBINED SINGLE LIMIT	
ANY AUTO			BODILY INJURY (Per person)	) 4
ALL OWNED ALITOS	1		BODILY INJURY (Per accider	ni) \$
SCHEDULED AUTOR			PROPERTY DAMAGE	\$
HIRED AUTOS			MEDICAL PAYMENTS	1
NON-OWNED AUTOS			PERSONAL INJURY PROT	1
_			UNINGURED MOTORIST	6
AUTO PHYSICAL DAMAGE DEDUCTION F				1
DEDOC! (DEC	ALL VEHICLES SCHEDULED VEHI	CLES	ACTUAL CASH VALUE	
COLLISION:			STATED AMOUNT	<b>-</b>
OTHER THAN COL:			OTHER	-
GARAGE LIABILITY			ALITO ONLY - EA ACCIDENT	\$
ANY ALITO			OTHER THAN AUTO ONLY:	
			EACH ACCIDEN	п' 6
			AGGREGATE	
ROOLSE DABIUMY			EACH OCCURRENCE	1
UMBRELLA FORM			AGGREGATE	1
OTHER YHAN UNBFELLA FORM	REIRO DATE FOR CLANG MADE:		SALF-INSURED RETENTION	6
5.00			WC STATUTORY LIMIT	
WORKER'S COMPENSATION AND	N		E.L. EACH ACCIDENT	6
EMPORTING THREAD.			E.L. DISEASE - L'A EMPLOYE	
SIDE OF STOREST OF STO				
PECIAL COVERAGE FOR 4	.85 acres of common area.		ELL DISEASE - POLICY LIMIT	
THER			FEES	\$
OVERAGES			TAXES	
IAME & ADDRESS			ESTIMATED TOTAL FREMIUM	1 0
		Landing a gran	1.000	
	+	MORTGAGEE	ADDITIONAL INSURED	
		LORS PAYER		
	L	to be a Color of the Color of t		
	1	NUTHORNES REPRESENTATI	NO (2) (2)	
	1	Suntalh	M. Cantaell	
COURT TE (DOLLARS)				
CORD 75 (2004/85)	NOTE: IMPORTANT STATE INFO	DEMATKON ON REVER	SE SEE SECOND COL	PARATION 1953 2014

# TAYLOR FARMS OF YORKTOWN HOMEOWNERS ASSOCIATION INITIAL BUDGET DEVELOPMENT ASSUMPTIONS AND EXPLANATION

#### PREAMBLE:

This initial Budget for the Taylor Farms Homeowner's Association, Inc. is predicated on the community at its completion with 54 lots, with 40 lots in Phase One and 14 lots in Phase Two Because reserves and the majority of operating expenditures can be attributed on a pro-rata basis, these budget assumptions should be valid and consistent through the growth of the community and provide for the most realistic approach to the budget's development.

In the determination of reserve fund allocations, increases in future costs of capital items are considered to be offset by earned interest income, which is to be apportioned among the various accounts. Therefore interest earned on reserves will be automatically reinvested into the reserve account and not counted as income.

The following notes form the initial Budget Development Assumptions:

#### INCOME:

#### Assessments:

Budget requirements are assessments of \$400.00/unit/year totaling \$21,600

#### Income Assumption

Total	Cost per	Annual Fee/Home	
# Units	month		
54	\$33.33	\$400	

This budget is based on a full year estimate of both income & expenses since during the construction phase the developer will fund any shortfall in income to cover expenses. Target date for the first closing is June 2007. Fees and Expenses are based upon information available as of the date of this budget, and with consideration of various assumptions regarding sales projections and economic conditions as they exist today. The assessment is subject to annual reevaluation and revision as operating conditions change.

## Late Fees:

Based on the small size of this subdivision, late fee income would be nominal at best and not play a role in this estimate.

## Interest Income:

Budget assumption is interest from reserve funds at 3.0% per annum, and is automatically added to Reserve Accruals to offset inflationary growth.

#### **EXPENSES:**

## General & Administrative Expenses:

#### Administrative Expenses:

Administrative items such as bank charges, set up fees, & misc. expenses.

Annual Budget Estimate: \$500

## Accounting/Audit:

Filing of federal and state tax returns and auditing

Annual Budget Estimate: \$350

## **Corporate Fees:**

Annual filing fees to the State Corporation Commission and Department of Commerce

Annual Budget Estimate: \$75

#### Income Taxes:

Budget assumption is for federal taxes on all non-assessment related income (interest) after  $$100.00 \times 30\%$  and state taxes on all non-assessment related income (interest) after the first  $$100.00 \times 6\%$ .

Annual Budget Estimate: \$0

#### Insurance:

Assumption is comprehensive general liability insurance in the amount if \$1 million; directors and officers' liability insurance of \$1 million; master casualty replacement insurance policy on common elements; commercial umbrella in the amount of \$1 million; fidelity bond. Assumes competitive rates available now.

Annual Budget Estimate: \$1,500

## Legal:

Assumption is for legal fees for collection of past due accounts and annual registered agent fee.

\*\*Annual Budget Estimate: \$750

## Management:

Fees for management of the association, including collection of annual assessments, hiring and payment of contractors, coordination of Architectural Review Applications, filing of required governmental agency documents (Tax returns, State Corp Commission fees, etc) and bookkeeping.

Annual Budget Estimate: \$4,000

## Printing, Postage & Distribution:

Assumption is for cost for printing & mailing; meeting notices, assessment invoices, late notices, contractor payments etc.

Annual Budget Estimate: \$950

#### Maintenance Expenses:

#### Repair & Maintenance:

Assumption is for upkeep and repairs of common elements such a signs, etc. Also included is cost for seasonal plantings in common areas.

Annual Budget Estimate: \$1,000

#### Landscaping:

Assumption is landscape contract which would include mowing & trimming as needed the BMP, drainage easements, and front entrance during the growing season. (March through October)

\*\*Annual Budget Estimate: \$9.500

### REPLACEMENT RESERVES:

#### **Entrance Monument:**

Reserve calculation assumption is replacement of the entrance monument every 20 years at a cost of 20,000.00. 1 Sign x 20,000.00 = 20,000.00; amortized over 20 years.

## Annual Reserve funds required:

\$1,000

## BMP Facility Repair/Replacement:

Reserve calculation assumption is to hold money aside expressly to be used expressly for the repair or replacement of the BMP facilities to ensure function within the design parameters. This reserve estimate is not intended to fully fund a complete replacement of the system, but to create a fund to assist in offsetting some of the expense, and limit the amount of a mandatory assessment in the event of a system failure.

Estimated Life of BMP system 25 years, goal of fund \$25,000.

Annual Reserve funds required:

\$2,000

# Annual Replacement Reserve Fund for 54 lots

ENTRANCE MONUMENT BMP FACILITIES

\$1.000.00 \$2,000.00

TOTAL REPLACEMENT RESERVES

\$3,000.00 / year

#### Interest Reserves:

Interest earned during the year on funds allocated to reserves is accrued in the Interest Income budget line item, and at the end of the year, is then proportionally allocated to the reserve account to offset inflationary factors.

NOTE: Management cannot ensure the accuracy of the above figures. Final approval of the budget is the responsibility of the Board of Directors, and must be based upon all pertinent considerations. Reserves are not designed to assume to cover all possible contingencies or capital expenditures. Some expenditure may result from unforeseen, unusual, or unpredictable causes. In some instances special assessments of association members may be necessary.

Developer will make up shortfall in the cash flow of the Association. Developer may elect to assume some obligations of the Association to subsidize the Association's operating and capital expenses, or make loans to the Association to offset operating deficits until construction of the units is complete.

100		
19.		
100		



March, 2006

Prepared by:
Design / Management Associates, Inc.
2308 East Main Street
Richmond, Va. 23223
804-644-6404

# TABLE OF CONTENTS

Article I -	Policies and Process	1
1.1 1.1.1 1.1.2 1.1.3 1.1.4 1.1.5	Authority to Establish Standards and Conduct Design Review Declaration of Covenants, Conditions and Restrictions of Taylor Farms Subdivision Design Standards Design Review Board. Amendments and Deletions Access to Lots	1 1 1 1
1.2	Authority to Enforce Requirements	1
1.3 1.3.1 1.3.2	Responsibility for Obtaining Approvals Property Owner Is Responsible Property Owner to Comply with Other Laws	2
1.4.1 1.4.2 1.4.3 1.4.4 1.4.5	New Home Review and Construction Process New Home Submittals Builder Qualification Construction Schedule Review Time Frame .	2 2 3 3
1.5 1.5.1 1.5.2 1.5.3	Home Improvement / Modification Review and Construction Review Process Home Improvement / Modification Submittals Construction Schedule	3
1.6	Approvals and Other DRB Actions	4
1.7	Construction Changes	5
1.8 1.8.1 1.8.2	The Taylor Farms General Design Goals Rules and Criteria	5
Article II -	Individual Lot Development Standards	7
2.1.1 2.1.2 2.1.3 2.1.4 2.1.5	Clearing and Grading Work Site Clearing, Cutting of Trees Grading and Erosion Control Construction Site Management Construction Signs For Sale Signs	7 7 8 9
2.2 2.2.1 2.2.2	Minimum Required Improvements to Lots Minimum Required Improvements Additional Improvements	9
2.3 2.3.1 2.3.2 2.3.3 2.3.4	Locating Structures on a Lot  House Siting Requirements  Additions to Houses - Siting Requirements  Accessory Structures - Siting Requirements  Swimming Pools - Siting Requirements	10 10

2.4		Landscaping l	ı l
	2.4.1	Landscape Plan Required	i 1
	2.4.2	Minimum Plan Installation	1
	2.4.3	VDOT Right-of-Way 1	1
	2.4.4	Front Yard Sodded and Irrigated	11
	2.4.5	Side and Rear Yard Lawns	12
	2.4.6	Foundation and Bedding Planting	12
	2.4.7	Street Trees	12
	2.4.8	Natural Areas	
	2.4.9	Changes in Topography, Water Features	13
			10
2.5		Landscape Accessories	
	2.5.1	Mailboxes	
	2.5.2	Clotheslines Not Permitted	
	2.5.3	Flags and Flagpoles	13
	2.5.4	Signs	13
	2.5.5	Decorative Ornaments and Other Landscape Accessories	13
2.6	:	Pavements	13
2.0	2.6.1	Driveways	13
	2.6.1	Front Walks	14
	2.6.3	Other Pavements	14
	2.0.5	Other ravellens	
2.7	7	Mechanical, Electrical and Communications Equipment	14
	2.7.1	Condenser Screening	14
	2.7.2	Antennas	
2.8	3	Exterior Lighting and Fixtures	15
	2.8.1	Post Lamps	15
	2.8.2	Other Permitted Fixtures	15
	2.8.3	High Intensity Fixtures Prohibited	16
	2.8.4	Holiday Lighting	16
2.9		Fences and Walls	16
	2.9.1	Permitted Fence Locations	16
	2.9.2	Landscape Screening	10
	2.9.3	Front Yard Accent Fences	10
	2.9.4	Fence Styles, Materials and Heights	10
	2.9.5	Styles Not Permitted	10
	2.9.6	Orientation	10
2		Play Equipment and Structures	15
2.		Definitions	17
	2.10.1 2.10.2	Placement and Screening	17
		Basketball Goals	15
	2.10.3	Play Equipment Construction and Use	15
	2.10.4	Play Equipment Construction and Ose	10
Δ,	ticle III -	- Architectural Standards	19
A	ticle III -	Atomicolulai Standards	
3.	1	Architectural Standards - General	19
٠.	3.1.1	Type of Residence	19
	3.1.2	Minimum Floor Areas	19
	3,1.3	Heights	19
	3.1.4	Massing and Form	19
	3 1 5	Garages	20

3.2	Architectural Guidelines - Construction	20
3.2.1	Foundations and Masonry	20
3.2.2	Fireplaces, Chimneys and Flues	20
3.2.3	Exterior Siding	21
3.2.4	Exterior Trim	21
3.2.5	Cornices and Eaves	21
3.2.6	Windows and Doors	21
3.2.7	Roofs and Roof Accessories	22
3.2.8	Porches, Stoops, Patios and Terraces	22
3.3	Architectural Standards - Color	
3.3.1	Types of Approved Finishes	23
3.3.2	Criteria for Judging Color,	23
3.4	Additions to Houses	23
3.4.1	Consistency of Design	23
3.5	Accessory Buildings	
3.5.1	Design Limitations	24
Article IV	' - Other Standards	25
4.1	Property Maintenance	25
4.2	Yard Storage	
4.2.1	Vehicles	25
4.2.2	Wood Piles	25
Appendix	Α	26
Illustra	ation 2.4.4 - Required Minimum Sod and Irrigation Areas	
	ation 2.5.1 - Mailbox	
	ation 2.9.1 - Permitted Fence Locations	
Illustra	ation 2.9.4 - Permitted Fence Types	
	B	31
Sample	e Application Forms	
	New Home Application	
	Stakeout Review Request	
	Request for Final Compliance Inspection	
	Home / Property Improvement Application	

First Issue: January, 2006

#### ARTICLE I - POLICIES AND PROCESS

## 1.1 AUTHORITY TO ESTABLISH STANDARDS AND CONDUCT DESIGN REVIEW

- 1.1.1 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TAYLOR FARMS SUBDIVISION: The Declaration of Covenants, Conditions and Restrictions of Taylor Farms Subdivision (the Declaration) establishes the right and authority of the Declarant (Developer), his successors and assigns, to review and approve all construction and improvements to lots within Taylor Farms, to create these written Design Standards and to establish a Taylor Farms Design Review Board (DRB).
- 1.1.2 DESIGN STANDARDS: This Standards document has been prepared by the Declarant to establish rules that guide design and construction, to establish a consistent logic and reasoning for DRB decisions and to communicate the Declarant's design and construction expectations to builders and homeowners. The scope of this document addresses most types of construction and improvements that will occur in Taylor Farms, however the regulatory rights of the Declarant extend to all property improvements whether or not specifically addressed in this document. The DRB has the authority to judge such improvements on the basis of general criteria and similar specific criteria in this document, and to add criteria as necessary to address all improvements.
- 1.1.3 DESIGN REVIEW BOARD: Article VII of the Declaration grants the authority and discretion to review and approve all improvements to lots in Taylor Farms to the Design Review Board (DRB). While these Standards provide design criteria to be followed, the very nature of design is an individualistic process. Consequently the DRB has the sole authority to interpret the goals of the community and these Standards as they relate to each design submittal. The DRB has the authority to waive specific provisions of these Standards to the extent that the resulting approval conforms to the intent of the overall Standards. Such waiver will not be inconsistent with the Declaration.
- 1.1.4 AMENDMENTS AND DELETIONS: Under Article VI of the Declaration, the Board of Directors of the Association has the authority to modify, add to, or delete from any specific section of the Taylor Farms Standards from time to time.
- 1.1.5 ACCESS TO LOTS: Submission of an application to the DRB will constitute permission from the Lot Owner to the DRB or its agents to make reasonable access to the lot before, during and after construction for the purpose of reviewing the application and assessing compliance with all approvals.

## 1.2 AUTHORITY TO ENFORCE REQUIREMENTS

1.2.1 Pursuant to Section 55-513 of the Code of Virginia (1950, as amended), the Association shall have the power to enforce these Standards and the provisions of the Declaration by (I) suspension of a member's rights to uses facilities owned or services provided by the Association, (ii) assessment of charges up to the limits prescribed by the laws of Virginia, and/or (iii) the institution of court proceedings to compel compliance with these Standards and the provisions of the Declaration or to otherwise protect and enforce the rights of the Association and its members.

#### 1.3 RESPONSIBILITY FOR OBTAINING APPROVALS

- 1.3.1 PROPERTY OWNER IS RESPONSIBLE: Each property owner within Taylor Farms is responsible for his or her property's compliance with these 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 Association prior to making the improvements, in order to maintain compliance. This is true regardless of whether or not the work is being performed by the Owner directly, by a Contractor, or by any other individual.
- 1.3.2 PROPERTY OWNER TO COMPLY WITH OTHER LAWS: In addition to approvals from the Association, other approvals and permits may be required by the County, such as a building permit. It is not the responsibility of the Association, the DRB, or the Declarant, to obtain any other permits on behalf of a property owner, nor to provide any guarantees or waive any legal requirements for compliance with any state or county law, with the Declaration or with these Standards.

## 1.4 NEW HOME REVIEW AND CONSTRUCTION

- 1.4.1 PROCESS: The new home review and construction process includes the following steps:
  - a Concept Submittal (Optional): Applicant may submit preliminary drawings to determine if intended design generally meets criteria.
  - b. Full Plan Submittal (See submittal requirements below. Complete plans must be submitted and approved before the project can proceed.
  - c. On-Site Clearing Review: After plan approval, but prior to clearing the site, the lot must be staked for clearing (includes lot corners, house corners, driveway, proposed clearing limits) and a DRB representative will review on-site. It is recommended that the builder meet with the DRB representative on site. When this has been approved, clearing and construction may commence.
  - d. Landscape Plan Review: A landscape plan, drawn at the same scale as the site plan, should be submitted for review within 120 days after Clearing approval.
  - e. Mid-Construction Review (at framing stage): The DRB representative will conduct an on-site inspection at the framing stage to verify compliance with approved plans.
  - f. Final Review: The DRB representative will complete an on-site review at the completion of construction and landscaping to verify that all improvements have been made in accordance with the approved plans, and that the property is in compliance with all restrictions at that time. A Certificate of Compliance will be issued at the successful completion of this review. Following this, the Association will return the deposit.

## 1.4.2 NEW HOME SUBMITTALS: All submittals shall include:

- a. New Home Application Form: Provide all information requested on the form.
- b. Application Fee: See the Application form for the fee amount. Application fees are not refundable.
- c. Damage/Landscape Deposit: See the Application form for the amount. This deposit is to ensure that the lot is maintained during the construction period and the required "street trees" and landscaping package are installed in accordance with these Standards and all approvals. The

deposit will be refunded upon issuance of a Certificate of Compliance by the DRB at the completion of construction and landscaping. The DRB may require surrender of the deposit for failure to comply with any part of the review and construction requirements. If such deposit is surrendered, the Owner will be required to replace the deposit before construction may continue.

Drawings that are neat, accurate, drawn to scale, and with sufficient detail to adequately explain the entire design. Insufficient explanation of a design including all visible details, is cause for rejection of an application. The DRB, at its discretion, may accept plans that are marked-up in red with late changes to design features. However, the DRB may require that the marked-up sheets be corrected and revised, and re-submitted. As a minimum requirement, two (2) copies of each of the following drawings shall be submitted:

Site Plan (min. 1" = 30' scale) showing property lines, street, topography,

drainage, proposed house with porches and decks, driveway, front walk, HVAC location, and proposed first floor elevation. Show location of all trees 6" dia. min.(measured at 4' above grade) and any existing utilities and easements. Show limits of clearing, silt fence, and any proposed retaining walls or areas of significant re-grading.

Foundation Plan (1/4" = 1'-0")Floor Plans (1/4" = 1'-0")

All Exterior Elevations (1/4" = 1'-0") Show actual ground level. Indicate finish materials.

e Exterior materials and color selections including samples.

Finish Landscaping Plan (may be submitted later)

- 1.4.3 BUILDER QUALIFICATION: Each new home in Taylor Farms shall be constructed by a Class A contractor, licensed in the Commonwealth of Virginia. The Declarant reserves the right to further qualify builders based on their experience and reputation in building homes in the price range of Taylor Farms.
- 1.4.4 CONSTRUCTION SCHEDULE: All improvements included in the New Home Application must be completed within one year from the start of construction. Unless otherwise advised, the DRB will interpret eh start of construction as the date of the clearing approval. Failure to complete projects in the required time frame may result in forfeiture of the deposit as well as other enforcement action.
- 1.4.5 REVIEW TIME FRAME: The DRB will make every effort to complete the review of submitted house plans within 30 days of submittal. If the applicant does not receive a written response to their application in accordance with paragraph 1.6 of these Standards, within 30 days, the application may be deemed approved on condition that it meets all written Standards in this document, and construction may proceed on that basis.

## 1.5 HOME IMPROVEMENT / MODIFICATION REVIEW AND CONSTRUCTION

- 1.5.1 REVIEW PROCESS: Home improvement and modification submittals will be reviewed generally within 30 days of receipt by the Association. If no response is received after 30 days, contact the Association in writing to verify the application was received, and request action on the submittal. If action is not taken promptly within 7 days following notification, the application will be deemed to be approved to the extent that it complies with all provisions of these Standards, and construction may begin.
- 1.5.2 HOME IMPROVEMENT /MODIFICATION SUBMITTALS: All submittals shall include two (2) copies of the appropriate application form, payment of fees if required, and the following as appropriate

to the project: (Note, One copy of submittal is kept on file for a record of approved designs. Therefore submitted drawings should be copies of originals, not the originals themselves.)

#### ADDITIONS:

Site Plan (min. 1" = 30' scale) showing addition location, distances to property

lines and tree(s) if any, to be removed. Show any major changes in

landscaping.

Floor plan(s) (1/4" = 1'-0")

All Exterior Elevations of Addition including how it ties into existing house. (Show finish

materials).

ACCESSORY STRUCTURES: (sheds, gazebos, pool houses, etc.)

Site Plan (min. 1" = 30' scale) showing location of new structure and existing

house, with distances between each, distances to property lines,

and tree(s) if any to be removed.

Floor Plan(s) (1/4" = 1'-0")

All Exterior Elevations (1/4" = 1'-0") Show finish materials.

<u>OTHER SITE IMPROVEMENTS</u>: (in-ground swimming pools, sport courts, formal gardens, patios, etc.)

Site Plan (min. 1" = 30' scale) showing location of improvement, existing

structures, distances to property lines, tree(s) if any to be removed. Plan of Improvement (ex: deck, patio, swimming pool, tennis court,

First Issue: March, 2006

etc.)

## FENCES:

Site Plan (min. 1" = 30' scale) showing location, extent of fence, new

landscaping, and tree(s) if any to be removed.

Drawing of fence with heights, materials and sizes identified.

#### HOUSE COLORS:

For changes to existing house colors, submit application form with manufacturer's names and color names. Submit color chips with application.

1.5.3 CONSTRUCTION SCHEDULE: Home Improvement and Modification projects must be completed within six months from date of DRB approval or the Approval will expire. Projects not started within six months will be required to be re-submitted for review.

#### 1.6 APPROVALS AND OTHER DRB ACTIONS

1.6.1 An application is approved when notice is given to the applicant in writing by the DRB or its designated representative. No verbal approvals are given. The DRB may issue any of the following four decisions:

"Approved": means approved as submitted.

"Approved with Limiting Conditions": means approved only if stated conditions in the approval letter are met.

"Not Approved": means not approved for construction. Reasons for disapproval will be given in writing. The DRB may also provide suggestions for revisions but does not provide design solutions. A disapproval action requires a re-submittal by the applicant for review before any approvals can be given.

"Preliminary Review": means a review of early design drawings to give the applicant direction as to what the concerns of the DRB are likely to be regarding that design. Comments are given to the Applicant but no approval to proceed is granted without DRB review of a complete submittal in accordance with the above requirements.

## 1.7 CONSTRUCTION CHANGES

1.7.1 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 DRB. Applicants requesting design change approvals should consult with the DRB to determine if additional plans and specifications are required.

## 1.8 THE TAYLOR FARMS GENERAL DESIGN GOALS

- 1.8.1 The rules and criteria developed in this book are all based on the following general design goals of Taylor Farms. The Taylor Farms Design Review Board (DRB) 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 existing lots shall be made only for DRB approved structures, site improvements, landscaping, and access. Approvals for clearing and land disturbance are subject to the work meeting all County and any other governmental requirements to prevent uncontrolled erosion of soils, prevent excessive water runoff including concentrated discharge of water onto adjacent lots, to prevent stagnation or standing water, and to protect adjacent existing vegetation which is to remain.
  - b) GOAL #2 CREATE A BALANCE OF COMMUNITY AND PRIVACY: In siting new structures lot owners should seek to create a proper setting within each lot, consistent with the density and setbacks of the community, so as to create a harmonious streetscape in relationship to existing structures, and so as not to compromise the privacy of any other lot below the general level enjoyed by other members of the community. The DRB will judge the ability of each lot to meet this goal on its own merits based on subdivision design, lot orientation, topography, and vegetation.
  - c) GOAL #3 ENCOURAGE CONTEXTUAL DESIGN: Every structure or improvement shall be of a size and use that is consistent with the standards of this community, and shall be designed in styles, shapes, sizes, massing, and colors to be of good proportions, harmonious with each other, consistent and supportive of the architectural style, and appropriate to the general appearance characteristics of the community
  - d) GOAL #4 MAINTAIN HIGH APPEARANCE STANDARDS: All improvements to any lot shall meet minimum standards of design and material quality consistent with the level of quality established for the community. Construction workmanship of any improvement shall be of workmanlike quality and finished appearance consistent with professional construction standards and techniques.

First Issue: March, 2006

1.8.2 INTERPRETATION BY DRB: The DRB shall judge compliance with these policies in questions of appearance, aesthetics, or infringement by design upon the rights of other residents. The DRB reserves

e right to require mod esign elements in order	to achieve comp	posed designations pliance with the	s including nese policies	deletion, additions.	n, or relocation
,					
		*			

## ARTICLE II - INDIVIDUAL LOT DEVELOPMENT STANDARDS

## 2.1 CLEARING AND GRADING WORK

## 2.1.1 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 guidelines have been submitted and approved by the DRB. For new homes an on-site clearing review must be completed and written approval received.
- b) INITIAL CLEARING GENERAL: The lot should be cleared of poisonous vegetation, debris and underbrush. Tree stumps shall be removed or cut at grade in a manner to conserve remaining trees. Cleared material may not be dumped on other sites or common areas within the Community. The DRB may require the removal of additional vegetation which is considered obnoxious and unsightly when visible from the street.
- c) INITIAL CLEARING OF TREES: The clearing of mature trees (over 6" in dia.) shall be as approved by the DRB representative on-site (during site clearing review). The DRB encourages the saving of mature hardwood trees and ornamental trees where possible in front yards. Saving trees in groups is also encouraged. Trees shall be cleared to permit the proper grading and planting of a finished yard as specified elsewhere in these Standards. Yards may not be left entirely in a natural state, except for approved natural areas.
- d) PERIMETER YARD BUFFERS: Where possible, the DRB will encourage saving existing trees along side and rear property lines as a buffer between yards. Based on the individual lot conditions, location of proposed house or other improvements, and relation to improvements on adjacent lots, minimum buffers will be established and required to be protected. Where buffers are established, existing trees will be required to be maintained unless the DRB approves an alternate buffer of new landscaping.
- e) REQUIRED TREE REPLACEMENT: On lots where no significant trees can be saved, or where clearing is subsequently performed beyond what was approved, the DRB reserves the right to require the planting of new nursery-grown trees in accordance with the criteria in the Landscaping section of these Standards.
- f): TREE REMOVAL ON IMPROVED LOTS: Any tree removal shall be in accordance with the requirements of this Section. No tree greater than 6" in dia. may be removed without first obtaining approval from the Association, except during emergency situations such as trees damaged or made imminently dangerous by wind storms.

## 2.1.2 GRADING AND EROSION CONTROL

- a) PREVENT EROSION DURING CONSTRUCTION: Comply with applicable government regulations and code requirements in preventing silt runoff. Erosion control devices shall be installed prior to construction, and maintained for the duration of construction. Any mud or silt runoff onto adjoining properties, common areas, sidewalks or streets shall be immediately stopped and residue removed. All silt fences adjacent to a public right-of-way must be placed a minimum of 5' from the rear of the curb.
- b) GRADING FOR DRAINAGE: Where necessary, grade site to direct water away from

residence and prevent ponding or standing water, or poorly drained areas. Final grading for drainage should meet the following criteria:

- 1) Where the natural topography conducts drainage from one lot across another lot, drainage after development may be restored to this natural direction.
- 2) Do not alter the topography to re-direct drainage across adjacent properties. When possible, drainage shall be directed to the street or to the rear of the lot.
- 3) Do not alter the topography in a way as to result in trapping water on adjacent lots, that would otherwise normally flow across your lot.
- 4) Do not pipe concentrated drainage, such as from house gutters, onto, or directly toward adjacent lots, common areas, or sidewalks. Concentrated drainage shall be defined as any pipe or ground gutter outfall within 10' of an adjoining lot line. Where possible, concentrated drainage should be piped directly into storm drains.
- c) TERRACING AND RETAINING WALLS: Where necessary to stabilize slopes, applicant shall provide retaining walls, stepped terraces or other forms of permanent erosion control. Any permanent structures constructed for erosion control, such as retaining walls, must be approved by the DRB. The DRB reserves the right to require finished materials such as natural stone or brick for highly visible retaining walls, or to require landscape screening of such walls from view off-site.

### 2.1.3 CONSTRUCTION SITE MANAGEMENT

- a) CONSTRUCTION MATERIALS STORAGE RESTRICTED: Construction materials may not be stored on any lot not currently under construction with plans approved by the Association.
- b) TRASH CONTAINMENT: Trash shall be contained on a site or removed on a regular basis. Dumpsters are required to be placed prior to the commencement of framing operations on any construction site, and shall be maintained until the trim-out operations are completed. All construction debris and all construction personnel trash (food and drink containers, wrappers, etc.) shall be disposed of in the dumpster and may not be dumped on the job site, on other sites, or on common areas within the Community.
- c) HAZARDOUS AND TOXIC WASTE: No petroleum based products or other potentially hazardous or toxic substances may be disposed of on any lot, any storm drain, any drainage ditch, stream or pond within the properties.
- d) PORTABLE TOILETS: During construction of new homes, every Contractor shall maintain portable construction site toilets on every construction site.
- e) CONSTRUCTION ENTRANCES: Construction entrances to new home sites shall be limited to the future permanent driveway location. Maintain rock fill in construction driveways to prevent the carrying of soil into the street by construction vehicles. Any soil deposited on Taylor Farms roads by construction vehicles shall be immediately removed and the street area cleaned by the Contractor.
- f) CONSTRUCTION WORK HOURS: Construction activities are permitted Monday through Saturday from 7:00 am until dusk. Construction is not permitted on Sundays, evenings, nights, or Federal holidays. Exceptions may be granted upon request, for emergency repair

construction

- g) CONSTRUCTION VEHICLE PARKING: Construction vehicles, trailers, and equipment may be parked on streets during construction hours only. Vehicles and equipment may not be parked on streets overnight, nor on weekends or holidays.
- h) Excessive noise, profanity, and loud music are prohibited.
- i) Open fires are prohibited.
- 2.1.4 CONSTRUCTION SIGNS: Only one construction sign will be permitted per lot, for the identification of the builder, architect, sub-contractors and suppliers. This sign shall not exceed 3 square feet and shall be permanently mounted on a suitable post. Larger signs showing architectural renderings and similar information may be installed with DRB approval.
- 2.1.5 FOR SALE SIGNS: "For Sale" signs, other than those posted by the Declarant, shall be limited to one sign per lot and placed in the front center of the yard only. Rear yard signs are not permitted. No lead-in signs are permitted. The DRB reserves the right to restrict the size and design of "For Sale" signs as it deems appropriate.

## 2.2 MINIMUM REQUIRED IMPROVEMENTS TO LOTS

- 2.2.1 MINIMUM REQUIRED IMPROVEMENTS: The following minimum improvements will be required on each developed lot in Taylor Farms:
  - a) HOUSE: Any development or improvement of a lot in Taylor Farms must include as part of the initial approval, a single family house which meets the minimum standards in this document, including any neighborhood addenda.
  - b) PAVED DRIVEWAY AND FRONT WALK: All lots developed in Taylor Farms will include a paved driveway and a walk to the front door, in accordance with pavement standards specified in this document.
  - c) EQUIPMENT AND TRASH SCREENING: Exterior HVAC equipment and any exterior trash can storage shall be screened from view in accordance with standards in this document.
  - d) FINISHED LANDSCAPED YARD: Every improved lot shall be landscaped in accordance with landscape standards in this document. Required landscaping will include trees, shrubs, sod and irrigation if front yards and seed in other open finished areas. Consult specific landscape standards for full requirements.
- 2.2.2 ADDITIONAL IMPROVEMENTS: Many other additional improvements may be made to properties in Taylor Farms after the minimum required improvements have been approved and installed, and in accordance with appropriate standards in this document. If a particular desired improvement is not specifically addressed in this book, contact the DRB Design Professional to determine what submittals are required.

## 2.3 LOCATING STRUCTURES ON A LOT

## 2.3.1 HOUSE SITING REQUIREMENTS

Front, side and rear set-back yard distances must comply with York County zoning restrictions at a minimum. The DRB has the authority to increase setbacks beyond minimum County requirements, in certain instances with certain lots to maintain harmony within a given area or to avoid excessive clearing and /or grading.

- a) FRONT MINIMUM SETBACK: 50' or as specified in York County zoning restrictions.
- b) SIDE MINIMUM SETBACKS: 20' on each side per York County zoning. Setbacks shall be further limited to accommodate driveways and driveway pads in accordance with minimum setbacks established in paragraph 2.6.1.
- c) REAR MINIMUM SETBACK: 50' per York County zoning.
- 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 unnecessarily difficult or undesirable (in the opinion of the DRB) the DRB may approve alternative site orientation.
- e) RELATIONSHIP TO OTHER HOUSES: In part, house orientation and location will be judged on the basis of its relationship to adjacent houses. In general, a house shall not face the side or rear of neighboring houses. Where house designs or lot conditions result in direct views from house fronts onto living areas of adjoining property, or similar breaches of privacy, the DRB reserves the right to require screening of these views or revisions to the design or siting.
- 2.3.2 ADDITIONS TO HOUSES SITING REQUIREMENTS (See also paragraph 3.4 for architectural standards for house additions).
  - a) SETBACKS: No addition shall extend beyond the setback limits established for the house.
  - b) EFFECTS OF LOCATION ON PRIVACY OF ADJACENT LOTS: In general the siting of additions shall not create a breech of privacy between neighboring houses. Where this is unavoidable, the DRB 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 DRB reserves the right to reject certain openings or require screening by the applicant in situations where, in the opinion of the DRB, it is required.
- 2.3.3 ACCESSORY STRUCTURES SITING REQUIREMENTS (See also paragraph 3.5 for architectural requirements for accessory structures).
  - a) LOCATION IN REAR YARD: In general, no accessory structure may be constructed farther forward on the site than the rear plane of the house. Exceptions may be granted by the DRB for unusual lot conditions.
  - b) COMPLY WITH COUNTY SETBACKS: Accessory structures shall be located within the minimum setbacks for such structures established by the County.
  - c) EFFECTS OF LOCATION ON NEIGHBORING LOTS: In general the siting of accessory structures shall not create a breech of privacy between neighboring houses, nor shall it create a visual nuisance to neighboring houses. Where this is unavoidable, the DRB may require

grass seed compatible with the sod grass used.

- 2.4.6 FOUNDATION AND BED PLANTING: Foundation planting is required along the front facade of the house and along other areas as designated by the DRB such as decks, fenced enclosures, or other highly visible foundation areas. Other planting beds shall be provided as accent or border areas of pavements, walls, fences, etc. Planting beds shall meet the following criteria unless otherwise approved by the DRB:
  - a) Foundation Planting Beds shall be a minimum of 4' wide from the house foundation or paved ground gutter.
  - b) Planting Beds shall contain two or more of the following types of materials:

plant type	minimum size	max. spacing
groundcover (ex: periwinkle, liriope, pachysandra)	2 1/4" pots	12" staggered rows
small shrubs (ex: euonymous, helleri holly, azalea)	18" - 24"	30" (when in rows)
larger shrubs (ex: boxwood, pyracantha, arborvitae)	24" - 30"	48"
trees (ex: Nellie Stevens holly, redbud, Japanese red maple)	5'- 6'	individually placed

- 2.4.7 STREET TREES: New trees shall be provided as required below:
  - a) Street Trees: Owner shall plant deciduous shade trees along all rights of way abutting the lot. Such trees shall be located within the right-of-way itself or within a 5' landscape preservation easement contiguous to such right-of-way. A tree shall be planted approximately every 40'. (Show proposed locations on Landscape Plan). All trees planted to meet these requirements shall have a minimum caliper of 2 ½" at breast height (4'-10") and conform to the requirements of section 24.1-242 of the York County Zoning Ordinance.
  - b) Yard Trees: A minimum of five (5) trees are required in every lot, including required street trees in (a) above. Existing trees which are protected and preserved in accordance with the standards contained in section 24.1-242 of the zoning ordinance may be used to satisfy the planting requirement, but may not be used to satisfy the street tree requirement.
- 2.4.8 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. Landscaping enhancements are encouraged in the landscape buffer, including shrubbery, under-story flowering trees and evergreens.
- 2.4.9 CHANGES IN TOPOGRAPHY, WATER FEATURES: Any earthwork creating changes in topography, site drainage, or creation of ponds, pools, fountains, or other water features must be approved by the DRB.

#### 2.5 LANDSCAPE ACCESSORIES

- 2.5.1 MAILBOXES: Only the pre-approved mailbox may be installed in Taylor Farms. The pre-approved mailbox is illustrated in the Appendix to these Standards.
- 2.5.2 CLOTHESLINES NOT PERMITTED: No exterior clotheslines of any type are permitted in Taylor Farms.

## 2.5.3 FLAGS AND FLAGPOLES

- a) FLAGS MOUNTED ON HOUSES: Decorative flags and sovereign flags (USA, Virginia, York County) are permitted to be flown from flag standards of 6' or less in length, mounted on the house.
- b) VERTICAL FLAG POLES: Permanent vertical flag poles are not permitted in front yards. Flag poles not exceeding 20' in height, may be permitted in rear yards directly behind the house. and no closer than 20' to any property line.
- 2.5.4 SIGNS: No signs other than one real estate / construction sign are permitted in any yard.

#### 2.5.5 DECORATIVE ORNAMENTS AND OTHER LANDSCAPE ACCESSORIES

- a) DEFINITION: Ornamental or other landscape accessories including benches, small hot houses, arbors, trellises, fountains, permanent barbecues, decorative objects, etc. must be approved by the DRB as to design and location.
- b) PLACEMENT: In general, landscape accessories should not be located directly adjacent to any property line. Non-decorative accessories shall be located in rear yards only. The DRB will approve ornamental accessories that are part of an overall landscape plan, in the front yard areas on a case-by-case basis.

#### 2.6 PAVEMENTS

- 2.6.1 DRIVEWAYS: Every improved lot in Taylor Farms shall have a paved driveway that conforms to the following criteria:
  - a) PAVEMENT: Driveway may be constructed of exposed aggregate concrete, brick or concrete pavers. Alternative materials may be approved if necessary to comply with the impervious surface requirements of the development plan approval.
  - b) SETBACKS: Driveways shall be held a minimum of 5' off of side property lines, unless an exception is granted by the DRB for difficult lot conditions. Driveways to rear entry garages shall also be held a minimum of 3' off the side of the house.
  - c) LANDSCAPE SCREENING: The DRB may require landscape screening along the length of driveway pads adjacent to side property lines if inadequate natural screening is left in place. The DRB shall determine the sufficiency of existing screening.
  - d) MINIMUM GARAGE ENTRANCE PADS: At side entry garages the width of the pad, extending out from the door, shall be a minimum of 25'. At rear entry garages the pad width extending out from the door shall be a minimum of 30'.

- Mounted on a pole, an existing other structure, or a tree in the rear yard.
- If no clear signal may be obtained in any of the above locations, mounted on the ground or, if necessary, on a pole, in the front yard, or on the front plane of the house.
- 5. (Television Broadcast Antennas only): Antennas shall be located in the house attic unless it can be demonstrated that inadequate space exists in this location, or that adequate reception os not feasible here.
- 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 plantings, trees and shrubs, to the extent they do not comprise 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) REVIEW OF ANTENNAS: Under Federal law, antennas that meet the requirements of this section must be permitted by the Association. Proposed location and type of antenna shall be submitted to the DRB for review. Owners are encouraged to use care in the selection and placement of antennas to preserve the appearance standards and character of Taylor Farms.

## 2.8 EXTERIOR LIGHTING AND FIXTURES

2.8.1 POST LAMPS: Post lamps of traditional design, appropriate to the style of the house, are permitted in front yards. Only incandescent or socket fluorescent type fixtures are permitted.

#### 2.8.2 OTHER PERMITTED FIXTURES

- a) GENERAL TYPES PERMITTED: Other exterior light fixtures shall be limited to lights at entrances, at garage doors, low intensity landscape or driveway lights, facade floodlighting as defined below, and side or rear (only) eave-mounted floodlights directed completely within the applicant's lot area.
- b) STYLES: Light fixtures, except for floodlights; shall be compatible in style with the style of the house.
- c) FACADE FLOODLIGHTING: Floodlighting of front facades will be permitted by the DRB on condition that floodlights use only incandescent fixtures, and the fixtures are placed at ground level and concealed in landscape beds.
- 2.8.3 HIGH INTENSITY FIXTURES PROHIBITED: High intensity house or pole mounted area or security lights are prohibited unless permitted by the DRB for special conditions. "High intensity" refers to ballasted light fixtures using high or low-pressure sodium, mercury vapor, or metal halide lamps.
- 2.8.4 HOLIDAY LIGHTING: Holiday lighting and decorations are permitted to be displayed no earlier than 35 days before the holiday and may remain on display until 20 days after the holiday. Holiday lighting should not be disruptive to the overall appearance of the community.

#### 2.9 FENCES AND WALLS

- 2.9.1 PERMITTED FENCE LOCATIONS: In general, the siting of fences shall be restricted so as to minimize visibility of fences from the street. The following setbacks shall be maintained (See Illustration 2.9.1 in appendix A).
  - a. Side yard: Fence may extend up to, but not on, the side property line.
  - b. Rear yard: Fencing may extend up to, but not on, the rear property line.
  - c. Front yard: Fences for enclosing yards generally may not extend farther forward than the back corners of the house.
  - d. Where an existing fence is already constructed on an adjoining lot property line to which you wish to extend (side yard or rear yard) you may extend your fence up to that fence. Do not construct a fence on the same property line directly adjacent to another fence. You may attach your fence to an adjoining lot owner's fence upon obtaining written approval from the adjoining lot owner and furnishing a copy of this to the association.
- 2.9.2 LANDSCAPE SCREENING: The DRB reserves the right to require that highly visible portions of fences which face the front yard, or that face directly onto any street without any natural vegetative screening be screened from view with evergreen shrubs, minimum 30" high when planted, and spaced maximum 4' on centers. (Alternative planting methods will be considered by the DRB on a case-by-case basis.
- 2.9.3 FRONT YARD ACCENT FENCES: Short lengths of "accent" fencing may be incorporated in the landscape design of front yards at the discretion of the DRB.
- FENCE STYLES, MATERIALS AND HEIGHTS: Fences may be constructed of treated, unfinished wood, stained wood, PVC, or ornamental metal (aluminum or iron). Open wood rail fences may be lined with unfinished 2x4 mesh welded wire. The following fence styles and heights are permitted (See Illustration 2.9.4 in appendix A):
  - a) Picket fences, board rail fences and split rail fences maximum 48" high
  - b) Solid Board or board and lattice panel fences maximum 72" high
- 2.9.5 STYLES NOT PERMITTED: Requests for approval of any other type of fence will be reviewed on a case-by-case basis. The following fences are not permitted: Chain link, barbed wire, electrified wire, metal post and wire, or wood stockade fences. The ARB reserves the right to reject any fence that does not conform to these Guidelines.
- 2.9.6 ORIENTATION: All fences shall be constructed so that the rails, pickets, or other finished surfaces face out from the yard.
- 2.10 PLAY EQUIPMENT AND STRUCTURES

## 2.10.1 DEFINITIONS

a) PLAY EQUIPMENT: Play equipment are often highly visible, and depending on their design and application, they may defeat many of the aesthetic and environmental goals that the community has sought to achieve. For this reason, the Association 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 JUNGLE GYMS - CLIMBING STRUCTURES BASKETBALL GOALS TRAMPOLINES

b) ENCLOSED STRUCTURES: Forts, Treehouses, Playhouses, or other enclosed play buildings with an interior height of 6'-0" 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 regulated under Article III, section 3.6 of these Standards.

#### 2.10.2 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.
- b) SCREENING: The DRB 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 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 homeowner to submit to the Committee a plan and proposed plant types for review. Privacy fences may also be proposed by the homeowner for construction as screening.

## 2.10.3 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 DRB. Basketball goals may be mounted on the side or rear face of garages, except when such location faces a street, or on a pole mounted on the side of the driveway facing the house and no farther forward than the front corner of the house.
- 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.
- d) Portable basketball goals are permitted if stored indoors or in an approved location as defined above, at night and when not in use.

## 2.10.4 PLAY EQUIPMENT CONSTRUCTION AND USE

- a) Play equipment shall be constructed primarily of finished wood. Accessories may be finished metal or plastic. Factory built, pre-finished equipment is preferred but not required. Home-built Play Equipment shall be neat and orderly in appearance and finish. All structures shall be stained or painted in wood tone colors.
- b) Homeowners should exercise care and common courtesy in using Play Equipment that creates noise (i.e.: basketball goals).

c)	equipment which has fa ved from the property.	llen into di	srepair or ha	as been outg	grown by childre	en should be
	×					
	T V					
						e

## ARTICLE III - ARCHITECTURAL STANDARDS

## 3.1 ARCHITECTURAL STANDARDS - GENERAL

#### 3.1.1 TYPE OF RESIDENCE

Only single-family detached residences are permitted in Taylor Farms. Only one kitchen is permitted in a residence.

3.1.2 MINIMUM FLOOR AREAS: Minium floor areas shall include all heated and finished living areas of the house on the first and second floor. Basements, open and unheated porches, garages, storage sheds and attics may not be used in minimum area calculations. The following minimum requirements will be enforced in Taylor Farms:

Single-story houses:	2,200 s.f.
One and one-half story houses:	2,400 s.f.
Two story houses:	2,600 s.f.

3.1.3 HEIGHTS: Houses shall not be more than 2 ½ stories in height above a crawl space or basement. (½ story is defined as useable floor area under a gabled roof.)

#### 3.1.4 MASSING AND FORM

- a) FOUNDATIONS: Houses shall be built on continuous foundations over a basement or crawl space.
- b) EXTERIOR FACADES: Exterior walls, planes, and masses shall be of a residential scale with sufficient openings for light, view and air consistent with the residential scale of the community. The DRB reserves the right to require that large planes be broken up with additional windows, or off-sets to maintain appropriate scale.
- c) ROOF SLOPES: Houses shall have visible roofs with minimum slopes of 8 in 12 for main house roofs. Secondary roofs (porches, sunrooms, dormers, etc.) with lower slopes may be permitted at the discretion of the ARB. Small areas of flat roof may be permitted if they are concealed from view and are integral to the house design. The proposed roof slope should be consistent with the style of architecture of the house, and the DRB may require steeper slopes for aesthetic reasons.
- d) FULL DORMERS: Full Dormers used to gain floor space on Houses with gable roofs shall not extend to the ends of the gables. Set dormer end walls back a min. of 1'-0" from the house end wall to permit the completion of the roof gable.
- e) CEILING HEIGHTS: Ceiling heights shall be min. 9'-0" for the first floor and min. 8'-0" for the second floor.
- f) ARCHITECTURAL STYLE: No specific architectural styles are expressly prohibited, however the DRB reserves the right to reject highly stylized houses with overstated eclectic design elements, houses with overly mixed styles, or houses with insufficient stylistic theme or treatment.

- g) TRIM AND DETAILS: Facades shall include trim and details appropriate to the architectural style. 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 design.
- 3.1.5 GARAGES: A minimum 2-car garage is required. Attached garages shall be integrated into the overall design and massing of the house. No front entry garages are permitted. Side entry, courtyard side entry and rear entry garages are permitted. Courtyard and side load garages that face corner streets shall use upgraded door styles and trim. Corner lot garages shall always face the smaller street (or not face a street). Detached garages are permitted and may be front entry if located behind the rear corner of the house. The DRB reserves the right to require additional design features for garages with three bays, which may include landscape screening, restrictions on door sizes and styles, and/or architectural changes in the house to minimize their visual impact on the streetscape.

## 3.2 ARCHITECTURAL GUIDELINES - 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 facades constructed entirely of brick or stone, the foundation shall match the facade. Synthetic or natural stucco foundations may be permitted for facades entirely constructed of stucco.
- b) COORDINATION OF COLORS: Masonry and mortar colors should be coordinated with other colors on the house, and must be approved by the DRB.
- c) STEPPED-DOWN SIDING: For houses with walk-out basements or other conditions where the grade drops along a side facade foundation, the siding shall not step down below the first floor level over the length of that facade. At the rear facade, siding may continue to the floor level of a walk-out basement only if the rear facade is substantially visually broken by a first floor deck.

## 3.2.2 FIREPLACES, CHIMNEYS AND FLUES

- a) PERMITTED CHIMNEY TYPES: When chimneys are used, masonry chimneys are required. Chimneys must be composed of brick or stone (except stucco on homes with stucco facades). No wooden or prefabricated concrete, or cantilevered chimneys are 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 DRB.
- c) METAL FLUE REQUIREMENTS: Unenclosed metal flues shall not be more than 8" in diameter and shall be located only on rear or side roof planes. Exposed flues shall 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, and all the exterior materials and finishes used to enclose the fireplace box must match the adjacent facade. Direct-vent fireplaces are not permitted on any front facade.

First Issue: March, 2006

3.2.3 EXTERIOR SIDING: Houses shall be faced with one or more of the following materials: brick, stone, synthetic stucco, or approved horizontal lap siding. Horizontal lap siding may be manufactured from

natural wood or cement fiber board. Plywood, vinyl or metal siding is not permitted. Materials other than those listed above will be considered on a case by case basis by the DRB. Where siding materials are used in combination they shall be aesthetically compatible with each other as determined by the DRB.

- 3.2.4 EXTERIOR TRIM: 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.

  Acceptable materials include wood, brick, stone, cast stone, and cellular PVC. Vinyl or metal wrapped trim is not permitted. The DRB reserves the right to require modifications to the facade to accommodate appropriate trim.
- 3.2.5 CORNICES AND EAVES: All primary facades shall have a minimum four (4) member cornice and eave consisting of frieze board, soffit, fascia and upper crown or decorative gutter. Gable ends with projected box rakes shall contain compatible elements to the main cornice and eave.

#### 3.2.6 WINDOWS AND DOORS

- 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. Windows are required on all elevations. All windows and doors shall be of a style and size that is appropriate to the design of the home. Circle and ellipse head windows are permitted. The DRB 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 facade. Prefinished vinyl or metal clad windows are permitted, however they must be designed in profiles and with trims that are similar to traditional wood windows. The DRB may reject windows that do not meet this aesthetic standard.
- b) FRONT DOORS: Standard painted six-panel doors will generally be permitted as the minimum for the main front door of the house. Front doors may include side-lites and transom. Double front doors, doors with double side lites, and special design panel doors and doors with half lites are encouraged. Door styles must be submitted for approval. Metal or fiberglass doors designed to look like wood doors must be approved by the DRB.
- c) STORM DOORS: Storm doors, windows and screen are permitted but must match the trim color of the units they cover. 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 will be approved.
- d) WINDOW AIR CONDITIONERS: Window and through-wall supplementary air conditioning units are prohibited except in completely non-visible locations.
- e) AWNINGS AND TRELLISES: Sun control devices such as awnings and trellises are not permitted on the front or any other street facing facade of a home. They may be considered on other facades, and must be compatible with the architectural style, character, and color of the house.
- f) WINDOW TRIM AND SHUTTERS: Traditional windows on primary facades shall be trimmed with traditional wide built-up mouldings, or shall have shutters. Shutters should be compatible with the style, materials and colors of the house and should be of proper proportions to the windows they adjoin.

- 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 DRB may reject doors that do not adequately meet this standard.
- h) BAY WINDOWS: On primary facades, bay windows must meet the following requirements:
  - 1) Windows must be wide enough to fill each bay facade without filling with siding.
  - 2) Siding may be used under windows, with a bandboard and drip cap at the base of the siding. Raised or recessed panels are preferred under windows.

## 3.2.7 ROOFS AND ROOF ACCESSORIES

- a) ROOF MATERIALS: Approved roofing materials include dimensional architectural shingles, natural or faux slate, cedar or treated pine shakes. Other materials, including metal roofs will be judged on their merits, and considered on a case-by-case basis.
- b) GUTTERS AND DOWNSPOUTS: Gutters and downspouts shall be pre-finished to match the adjacent building material color. Downspouts shall include short turnouts at their outlets or be piped below grade.
- c) FLASHING: All flashing shall be copper or pre-finished aluminum (bronze or black).
- d) 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 or accessories shall be located on the front roof plane of the house. Fireplace chimneys are not regulated by this provision. Ridge vents shall be covered with shingles.
- e) ROOF DORMERS: Dormer windows and eyebrow windows are permitted as consistent with the style of the home.
- f) SKYLIGHTS: Skylights will not be approved for the front roof planes of houses. Where skylights are permitted, they shall be trimmed in pre-finished metal similar to the roof color.
- g) 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 DRB. Collectors shall not be placed where they can be viewed as part of a front or corner side facade.

## 3.2.8 PORCHES, STOOPS, PATIOS AND TERRACES

- a) FRONT PORCH CONSTRUCTION: All front entry stoops and front porches shall be constructed of masonry materials (walls or piers as appropriate to the house style) to match the house foundation. Band boards shall be finished and painted. Handrails and railings shall be finished painted wood or metal railing of a design to match the character and style of the house. Columns supporting roofs of porches and covered stoops on primary facades, shall be masonry piers, tapered round columns, or square box columns of a size appropriate to the character of the house. Other styles of columns, arches, walls, etc. will be considered on a case-by-case basis. Spaces between piers under porch floors shall be closed with framed lattice.
- b) FRONT PORCH FLOORING: Porch flooring shall be a finished paving material such as stone, tile or brick, or shall be tongue-in-groove wood. Broom finish concrete and open board decking are not acceptable. Wood steps to porches facing a street shall have closed and painted risers.

- c) REAR DECKS: Rear patio decks shall be constructed of quality exterior grade or pressure treated wood, including steps and railings. Decks shall be supported on minimum 6 x 6 wood posts. Generally, decks may remain unfinished, however staining of decks is permitted. Composite decking boards the have an appearance similar to unpainted wood, are permitted.
- d) Second story balconies or decks including supporting structure, when approved by the DRB, shall be finished to match the house (except decking boards).

# 3.3 ARCHITECTURAL STANDARDS - COLOR

## 3.3.1 TYPES OF APPROVED FINISHES

- a) All exterior colors must be approved by the DRB prior to painting or the application of prefinished materials.
- b) Painted siding shall be painted with an oil or latex based exterior house paint. Semi-transparent stains and clear finishes are generally not permitted.

## 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 DRB 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. Roof colors shall be submitted at the same time as house colors. Provide a sample or color chip for approval.

## 3.4 ADDITIONS TO HOUSES

## 3.4.1 CONSISTENCY OF DESIGN

To insure 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 massing of the addition shall be similar in the use of shapes 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 (min.) as in the original house. Windows and doors shall be of matching material as those in the house. In general windows and doors should match the style of those in the existing house. Exceptions may be granted at the discretion of the DRB 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 appropriate similar areas on the house. Matching colors on dissimilar materials is not acceptable.
- e) Permanent heated additions, other than sunrooms shall be constructed on continuous foundations to match the house foundation. The space beneath any structure (sunroom or porch or deck) constructed on piers higher than 2' above grade but less than one story above grade shall be enclosed with lattice or other approved screening material.
- f) Greenhouse additions shall be constructed of finished wood framing or of a pre-finished metal consistent with the house exterior color scheme.

#### 3.5 ACCESSORY BUILDINGS

#### 3.5.1 DESIGN LIMITATIONS

Accessory buildings shall match adjacent houses (at a minimum) or may be specially designed in a unique style, to the extent that it enhances the over-all design of the house and lot in the opinion of the DRB. Economy kit sheds and outbuildings are not permitted. Except for special designs, 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.
- b) Windows and doors in accessory buildings shall be similar in style to those in the house. (Alternate styles of shed doors may be approved at the discretion of the DRB.)
- 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 shall generally be set on foundations which match the house, however small sheds may be set on skids or blocks which shall be concealed from view. Sheds on non-permanent foundations shall be set level and plumb.

#### ARTICLE IV - OTHER STANDARDS

#### 4.1 PROPERTY MAINTENANCE

4.1.1 Property maintenance includes the upkeep of lots, buildings and other improvements consistent with good property management.

First Issue: March, 2006

- 4.1.2 Each property owner has the following responsibilities:
  - a) General Property and Lawn Care
    - 1) seeding, weeding, regular cutting, and watering of lawns, including and grass strip next to street or within drainage swales which may technically be within public road right-of-way.
    - pruning and care of all trees and shrubbery.
    - 3) snow removal from adjacent sidewalks and paths.
    - 4) painting and external care of structures and other improvements.
  - b) Trash
    - 1) disposal of trash and other refuse on a weekly basis.
    - 2) no accumulation or storage of trash or bulk materials on any lot.
    - 3) screening of any trash containers kept outside of the house or garage.
- Where the Association determines that a lot is regularly not being maintained in accordance with any of the above standards, the Association will give the lot owner written notice requiring that the lot maintenance be brought into compliance within seven (7) days. The Association may take necessary measures to bring such lot into compliance, including entering onto the property and performing such maintenance, if such maintenance has not been performed by the property owner at the expiration of this period. This maintenance will be the financial responsibility of the property owner.

#### 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 Taylor Farms: campers, house trailers, horse and utility trailers, recreational vehicles, boats, motorcycles, school buses, or commercial vehicles over 6,000 lbs net vehicle weight, or with dual wheels, inoperable vehicles, vehicles without current registration, or similar items. These vehicles must be parked in an area designated by the Association, or if no such area is designated, they must be parked outside the development. Major vehicle repairs requiring more than one day's work may not be undertaken except in enclosed garages.
- 4.2.2 WOOD PILES: Firewood may be stored on lots in the rear yard only, and no closer than 10' from any side property line. Fabric tarpaulins may not be used for cover of wood piles.

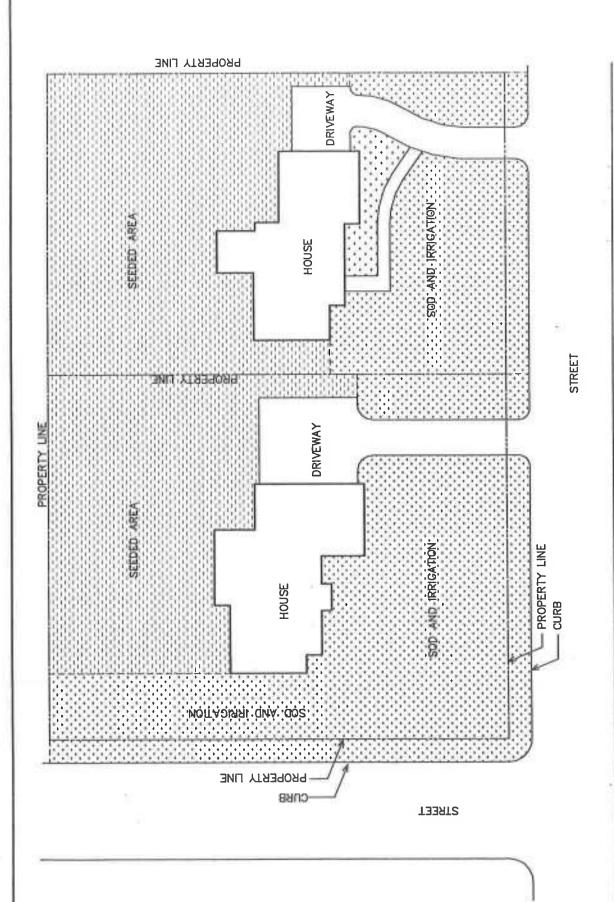
#### APPENDIX A

#### Illustration 2.4.4 - Required Minimum Sod and Irrigation Areas

Illustration 2.5.1 - Mailbox

**Illustration 2.9.1 - Permitted Fence Locations** 

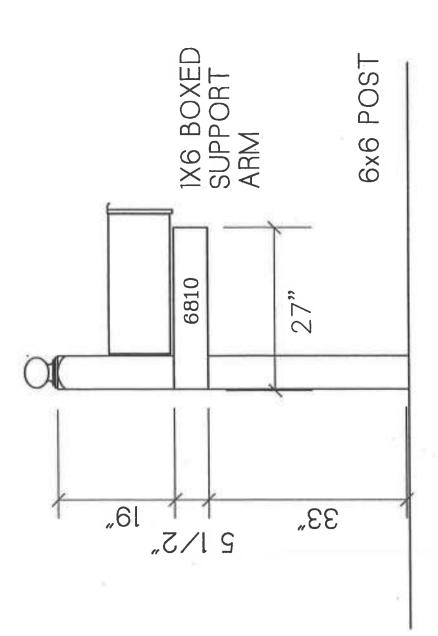
**Illustration 2.9.4 - Permitted Fence Types** 

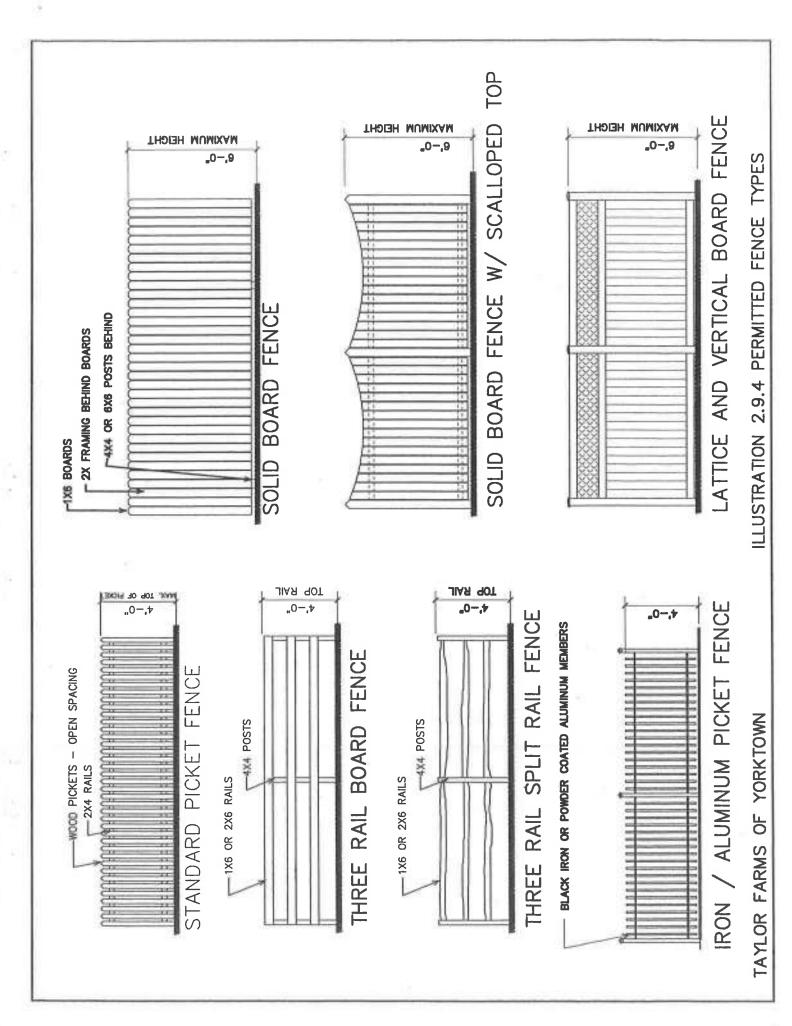


STANDARD LOT

CORNER LOT

NOTE: DRAWING INTENDED TO SHOW MIINIMUM YARD AREAS WHERE SOD AND IRRIGATION ARE REQUIRED. THESE DRAWINGS DO NOT SHOW PLANTING BEDS, TREES, OR OTHER ELEMENTS THAT MAY BE IN YARDS.





#### APPENDIX B

## SAMPLE APPLICATION FORMS

#### CONTAINS:

New Home Application

Stakeout Review Request

Request for Final Compliance Inspection

Home / Property Improvement Application



Design Review Board

Taylor Farms of Yorktown Homeowners Association

Architectural Review Managed by:
Design Management Associates, Inc., 2308 East Main Street, Richmond, Va 23223 Phone (804) 644-6404

### **New Home Application/Property Information Sheet**

emaining \$350.00 due	able to Design/Manage with the final submitta 00.00 payable to the To of construction and la	Mobile/Beepe ement Associates, Inc I of plans. ) aylor Farms of Yorkto	r c. (The fee for concept drawings if the fee fee for concept drawings if the fee fee fee fee fee fee fee fee fee f
tal fee of \$500.00, pays maining \$350.00 due scape Deposit of \$1,5 atisfactory completion ylor Farms Design Rev schedule	able to Design/Manage with the final submitta 00.00 payable to the To	Mobile/Beepe ement Associates, Inc I of plans. ) aylor Farms of Yorkto andscaping of lot, and	c. (The fee for concept drawings i own Homeowners Association. d issuance of Certificate of
tal fee of \$500.00, pays maining \$350.00 due scape Deposit of \$1,5 atisfactory completion ylor Farms Design Rev schedule	able to Design/Manage with the final submitta 00.00 payable to the To of construction and la	ement Associates, Ind I of plans. ) aylor Farms of Yorkto andscaping of lot, and	c. (The fee for concept drawings i own Homeowners Association. d issuance of Certificate of
tal fee of \$500.00, pays maining \$350.00 due scape Deposit of \$1,5 atisfactory completion ylor Farms Design Rev schedule	able to Design/Manage with the final submitta 00.00 payable to the To of construction and la	ement Associates, Ind I of plans. ) aylor Farms of Yorkto andscaping of lot, and	c. (The fee for concept drawings i own Homeowners Association. d issuance of Certificate of
emaining \$350.00 due in the state of \$1,5 at is factory completion ylor Farms Design Revision	with the final submitta 00.00 payable to the Ta of construction and la	of plans. ) aylor Farms of Yorkto	own Homeowners Association. d issuance of Certificate of
		Color Name *	Manufacturer
			1 2
			2
			Teo .
be required			
Area First Floo	r Secon	d Floor	Total
s, clearing limits	and construction	g topography, lo drawings showir	cation of structures, ng all four elevations; Date:
	Area First Floor	Area First Floor Secon  clude: Engineered site plan showing s, clearing limits and construction and landscaping plan.	Area First Floor Second Floor  clude: Engineered site plan showing topography, logs, clearing limits and construction drawings showing and landscaping plan.

Approval is limited to design criteria established by the Design Review Board and should not be interpreted as approval of any variation from restrictions or conditions imposed on the property owner by the Taylor Farms Covenants, contract, or by York County. Approval of siting does not necessarily imply compliance with county zoning requirements.

Taylor Farms

Design Review Board

Taylor Farms of Yorktown Homeowners Association Architectural Review Managed by:

Design Management Associates, Inc., 2308 East Main Street, Richmond, Va 23223 Phone (804) 644-6404

## **Stakeout Review Request**

Section:	Lot#:	Date of Applica	tion:
Builder:	Contact F	Person:	
Mailing Addre	ess:		
Phone No.	Office Fax	Mobile /Be	eper
Date Lot will	Be Staked (8 a.m.)		
Lot must be s	staked at the following points: Do No	t Clear Without Writt	ten Stakeout Approval!
1. 2. 3. 4.	All corners of the lot. Outside corners of the house. Driveway and parking areas. Trees to be removed beyond the house limits.	e, driveway and parki	ng areas. Mark clearing
	Call 644-6404 to schedule	e stakeout review.	
Application:			
( )	Approved as Submitted	()	Not Approved
( )	Approved with Limiting Conditions		
Reviewer Co	omments:		
-			\
		9	
Signature	(for the Architectural Review Committee	Date:	

Approval is limited to design criteria established by the Design Review Board and should not be interpreted as approval of any variation from restrictions or conditions imposed on the property owner by the Taylor Farms Covenants, contract, or by York County. Approval of siting does not necessarily imply compliance with county zoning requirements.

				-
4				
7				
,				
e e				
TE.				
1.4				
SY				
0.00				
			1.0	
-				
:1				

Prepared by:
Daniel K. Slone, Esq.
McGuireWoods LLP
901 East Cary Street

Richmond, Virginia 23219-4030

When Recorded Return to:

York County 105 Service Drive P.O. Box 532 Yorktown, Virginia 23690-0532



TAX MAP NO. OR PIN: 30-00-00-184, 30-22-00-000B, 30-00-00-189, 30-74-00-003, 30-74-00-002, 30-00-00-190C

#### DEED OF GIFT OF EASEMENT

Exempted from recordation tax - under the Code of Virginia (1950), as amended, Sections 58.1-811 (A) (3), 58.1-811 (D)

THIS DEED OF GIFT OF EASEMENT is made as of this 12<sup>th</sup> day of June, 2007, between TAYLOR FARMS OF YORKTOWN, LLC, a Virginia limited liability company, whose address is 159 Breezy Point Drive, Yorktown, Virginia 23692 (the "Grantor") and YORK COUNTY, whose address is 105 Service Drive, P.O. Box 532, Yorktown, Virginia 23690-0532 (the "Grantee") and, SunTrust Bank ("Bank"), and William H. Carr, Sole Acting Trustee ("Trustee").

#### RECITALS

- 1. The Open Space Land Act of 1966, Chapter 461 of the 1966 Acts of the Assembly, (Chapter 17, Title 10.1, §§10.1-1700 through 10.1-1705 of the Code of Virginia, as amended) declares that the preservation of historical or archaeological aspects of real property serves a public purpose, and authorizes the use of easements in gross as a means to retain or protect these historic values of real property.
- 2. The Grantor is the owner in fee simple of the real property, located in York County, Virginia, a historically rich area, and identified in the attached **Exhibit A** (the "Property").
- 3. Archaeological testing at the Property resulted in the identification of seven (7) archaeological sites dating from the prehistoric period through the nineteenth century, which are recommended as potentially eligible for listing in the National Register of Historic Places, and are the "Archaeological Resources Property" described herein.
- 4. The purpose of this Deed of Gift of Easement ("Easement") is to preserve any archaeological artifacts that may exist as part of the Archaeological Resources Property and to allow for the proper disposition of the artifacts that may be discovered during construction activities on the Archaeological Resources Property.

- B. <u>Utility Installation</u>. Subsurface ground disturbance associated with utility installation will not be allowed on the Archaeological Resources Property unless it meets the following conditions:
  - 1. <u>Telephone, Cable, Electrical Lines</u>. The installation of utility lines, such as telephone, cable and electrical lines, shall be accomplished using a trenching machine and the base of any trench shall be placed at a depth of no more than 20 inches.
  - 2. Water and Sewer Lines. The installation of water and sewer lines shall be limited to a trench width of two (2) to three (3) feet and the installation shall be monitored by an archaeologist that meets the Secretary of Interior's Qualification Standards for Archaeology (an "Archaeologist").
  - 3. Removal of Plowzone During Utility Installation. Removal of the layer of soil that has been previously disturbed by historical agricultural plowing ("Plowzone") shall be accomplished under the direct supervision of an Archaeologist and the subsoil inspected for evidence of intact cultural deposits. All intact cultural deposits shall be mapped, photographed, sampled, and a summary report prepared and submitted to York County and DHR prior to the installation of the utilities.
- C. <u>High Impact Activities</u>. "High impact activities" are any activities that require subsurface ground disturbance below the Plowzone that is not a utility installation or exempt low impact activity. High impact activities include, but are not limited to, the installation of a pool or a basement. Within the Archaeological Resources Property high impact activities shall require treatment and evaluation by an Archaeologist. Provided in **Exhibit D** is an example of an acceptable treatment plan to be used when conducting high impact activities. A treatment plan, generally in accordance with the example of a plan attached as **Exhibit D** shall be prepared when conducting high impact activities. A copy of the plan shall be provided to York County not less than ten (10) business days before commencing the testing. A report on the results shall be provided to York County and to DHR.
- D. <u>Exempt Low Impact Activities</u>. Low impact activities shall be exempt from these Restrictions and are permitted on the Archaeological Resources Property. Low impact activities are landscaping activities, the installation of signs, mailboxes, fences, patios, decks, irrigation systems, and other similar activities that involve little or no removal of soils.
- E. Artifacts Discovered Within the Archaeological Resources Property. The final disposition of the artifacts found within the Archaeological Resources Property will be arranged through the County, and the County is granted a right of first refusal on the ownership of all artifacts found within any of the Archaeological Resources Property. The County may retain ownership of any such artifact, or convey the artifact to any governmental or not-for-profit entity that the County may choose for preservation, study or display, or for educational purposes. In the event the County elects not to maintain ownership of the artifact, or to convey it to another governmental or not-for-profit entity,

the Grantor, its successors or assigns may retain ownership of the artifact with no compensation to the County.

- **ENFORCEMENT.** Representatives of the Grantee may enter the Archaeological Resources Property from time to time for purposes of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative. The Grantee has the right to bring an action at law or in equity to enforce this Easement. This right specifically includes the right to require restoration of the Archaeological Resources Property to a condition of compliance with the terms of this easement as existed on the date of the gift of the easement except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from non-compliance, and to enjoin non-compliance by ex parte temporary or permanent injunction. If the court determines that anyone failed to comply with this Easement ("Non-Complying Party"), then the Non-Complying Party shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorney's fees, in addition to any other payments ordered by such court. The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this easement by any prior failure to act and the Non-Complying Party hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by the Grantee.
- 3. DOCUMENTATION. Documentation retained in the offices of the Grantee describes the condition and character of the Archaeological Resources Property at the time of the gift. The Documentation may be used to determine compliance with and enforcement of the terms of the easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination.
- 4. SUCCESSORS IN INTEREST. The covenants, terms, conditions and restrictions contained in this easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Archaeological Resources Property.
- 5. SEVERABILITY. If any provision of this deed or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this easement shall not be affected thereby.
- 6. NO PUBLIC RIGHT OF ACCESS OR USE. Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Archaeological Resources Property.
- 7. AMENDMENT. The covenants and restrictions contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Grantor or its successor in interest and the Grantee.
- 8. SUBORDINATION. SunTrust Bank, herein, the Bank, is the Noteholder under two deeds of trust, the first being a certain Credit Line Deed of Trust dated May 16, 2005 and recorded in the Clerk's Office of the Circuit Court of York County, Virginia ("the Clerk's

# 000000236

Office"), as Instrument #050011308, re-recorded October 20, 2005 in the Clerk's Office, as Instrument #050026396, as amended by Amended and Restated Credit Line Deed of Trust dated December 21, 2005, and recorded in the Clerk's Office, as Instrument #050032239 and as further amended by Amended and Restated Credit Line Deed of Trust dated February 1, 2007 and recorded in the Clerk's Office, as Instrument #LR070004273; and by Master Amended and Restated Credit Line Deed of Trust dated November 15, 2004 and recorded in the Clerk's Office on November 17, 2004 as Instrument #040024088, as supplemented by Supplemental Credit Line Deed of Trust recorded as Instrument #060016368, both deeds of trust, as amended, restated and supplemented subject the Property or part thereof to the Bank's liens. The Bank hereby consents to the terms and intent of this Easement, and agrees that the liens represented by said deeds of trust, as amended, restated and supplemented shall be held subject to this Easement and joins in this instrument to reflect its direction to the Trustee, who is the sole acting Trustee under each of said deeds of trust, to execute this Easement to give effect to the subordination of such deed of trust, as amended, restated and supplemented to this Easement.

[Signatures on following pages]

# 

WITNESS the following signatures and seals.

TAYLOR FARMS OF YORKTOWN, LLC,	
By: Gregory E. ritchard, Manager	
COMMONIWEALTH OF VIDCINIA	
COMMONWEALTH OF VIRGINIA, City of Newport News, TO WIT:	
0 5 3/	
I, a Notary Publishereby certify that Gregory E. Pritchard, Manager of Taylor	ic for the Commonwealth aforesaid,
personally appeared before me this day and acknowledged the	e foregoing instrument.
WITNESS my hand and official seal this 43/4 de	ay 2007.
	0 - 5//
7 71 11	Notary Public
My commission expires: 3-31-2010 (SEAL)	0
	WINCE E. HAALIN
	NOTARY
	* REG. #207214 *
	COMM. EXP. 3

Accepted:		
YORK COUNTY,		
By: Small Cast		
Name Name	Title	
ranic	Title	
COMMONWEALTH OF VIRGINIA,		
CITY/COUNTY OF YORK	TO WIT:	7
I, Mary R. Gin Kin bear aforesaid, hereby certify that J. Mark C. before me this day and acknowledged the forest	a Notary Public for the Carly Houp going instrument on behalf of Y	Commonwealth ersonally appeared ork County.
WITNESS my hand and official seal th	nis 14th day of June	, 2007.
NICO SECURITION OF SECURITION	Mary	R Clenkenbeard Notary Public
My commission expires: April 30, 200	§ (SEAL)	
/ We 180		

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF Large At Theres, TO WIT:
I, a Notary Public for the Commonwealth aforesaid, hereby certify that William H. Carr, Sole Acting Trustee, personally appeared before me this day and acknowledged the foregoing instrument.
me and day and deknowledged the foregoing instrument.
WITNESS my hand and official seal this 13/10 day of 2007.
Janue 6. Haney Notary Public
My commission expires: 3 31-2010 (SEAL)

William H. Carr, Sole Acting Trustee

By: Scott W. Stolldorf, Senior Vice President
COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF  I, a Notary Public for the Commonwealth aforesaid, hereby certify that Scott W. Stolldorf, Senior Vice President of SunTrust Bank, on behalf of SunTrust Bank, personally appeared before me this day and acknowledged the foregoing instrument.
WITNESS my hand and official seal this 1341 day of 12007.  Annua 6. Laney Notary Public  My commission expires: 3:3/-20/1 (SEAL)

EXHIBIT A

# TAYLOR FARMS LEGAL DESCRIPTION

All those certain lots, pieces or parcels of land known and designated as tax parcels 30-00-00-184, 30-22-00-000B, 30-00-00-189, 30-74-00-003, 30-74-00-002, 30-00-00-190C containing approximately 72.61 acres situate lying and being in the County of York, Virginia and being more particularly described as follows:

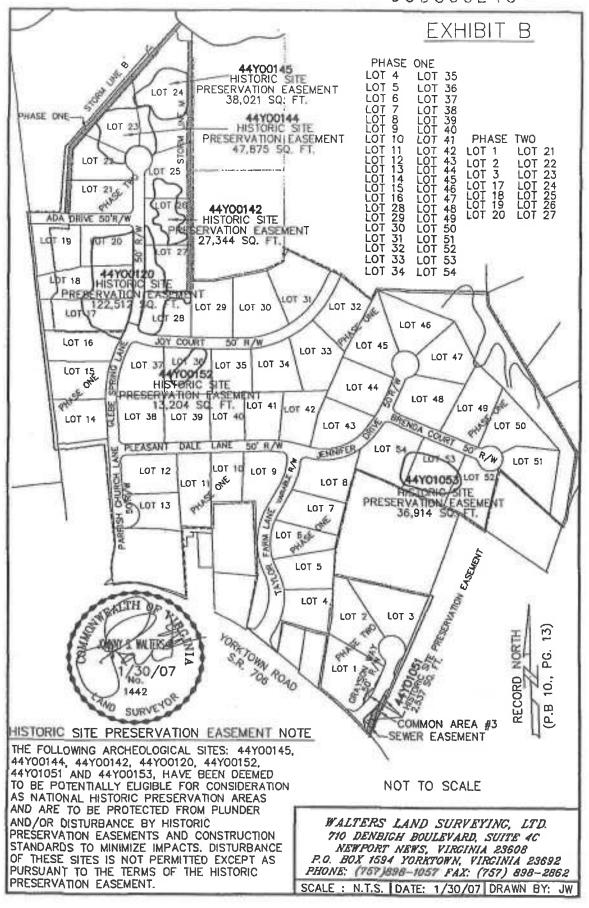
Beginning at a point on the northerly right-of-way line of Yorktown Road, State Route 706, which point lies in a westerly direction 0.016 miles +/- from the intersection of the westerly right-of-way line of Tide Mill Road, State Route 600 with the northerly right-of-way line of Yorktown Road, State Route 706.

From the point of beginning thus established running thence along the northerly right-of-way line of Yorktown Road, State Route 706 along a curve to the left having an arc length of 305.67' and radius of 1,498.89' to a point in the northerly right-of-way line of Yorktown Road, State Route 706; thence along the easterly property line of Douglass R. Craig N8°29'02"E, a distance of 246.65' to a point; thence N74°40'13"W a distance of 108.00' along the northerly property line of Douglass R. Craig to a point; thence along the northerly property line of Aimee F. Carmines N73°10'21"W, a distance of 108.95' to a point; thence S07°57'50"W, a distance of 149.32' along the westerly property line of Aimee F. Carmines to a point in the northerly right-of-way line of Yorktown Road, State Route 706: thence along the northerly right-of-way line of Yorktown Road, State Route 706. N50°29'00"W, a distance of 180.66'; thence along the property of Darrel Payne et ux N11°59'30"E, a distance of 238.71' to a point; thence N02°02'00"W, a distance of 339.21' along the property line of Marty J. Marvin, et ux to a point; thence S87°58'00"W a distance of 199.83' to a point; thence S02°02'00"E, a distance of 114.17 feet to a point; thence N87°08'00"W, a distance of 136.83' along the property line of James W. Carmines, Trustee and James H. Taylor, Trustee to a point; thence S03°58'34"E a distance of 25.07' to a point; thence S03°34'34"E a distance of 293.28' along the property line of Charles Church Christian Life Center to a point in the northerly right-of-way line of Yorktown Road; thence along a curve to the left having a radius of 831.80' and arc length of 117.51' to a point; thence N74°21'24"W a distance of 39.05' to a point; thence along a curve to the left having a radius of 356.54' and arc length of 138.05' to a point; thence along a curve to the left having a radius of 664,00' and arc length of 73.43' to a point; thence along the easterly property line of David T. Taylor N36°55'48"E, a distance of 23.80' to a point; thence along a curve to the left

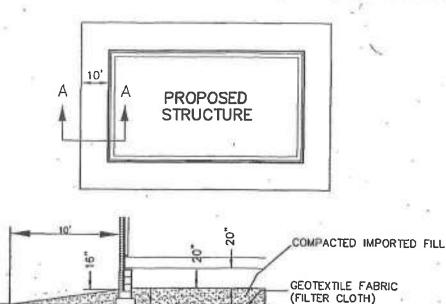
000000242

having a radius of 24.99' and an arc length of 36.69'; thence N04°40'22"W a distance of 16.34' to a point; thence along a curve to the right having a radius of 234.48' and an arc length of 83.34' to a point; thence along a curve to the left having a radius of 165.52' and an arc length of 58.83' to a point; thence N04°41'51"W a distance of 459.22' to a point; thence S82°32'12"W a distance of 224.93' to a point; thence along the easterly property line of George L. Smith N07°28'43"W, a distance of 1,048.13' to a point; thence 89°30'00"E a distance of 154.61' to a point; thence N03°00'41"E along the easterly property of out parcel to be conveyed to James H. Taylor a distance of 299,46' to a point; thence N40°43'32"E a distance of 425.73' to a point; thence N41°22'59"E a distance of 315.58' to a point at the edge of water of the Poquoson River; thence along the mean low water line a distance of 72' +/- to a point; thence along the westerly property line of Patricia H. Davis and James and Judy Carmines S00°29'59"E a distance of 1,115' +/- to a point; thence along the southerly property line of James and Judy Carmines N89°30'00"E a distance of 102.72' to a point; thence N78°10'54"E a distance of 241.83' to a point; thence N60°57'38"E a distance of 88.91' to a point; thence N00°30' 17"W a distance of 56.39' to a point; thence along the southerly property line of Charles W. and Joyce R. Taylor S64°43'09"E a distance of 278.50' to a point; thence S50°52'45"E a distance of 177.46' to a point; thence N27°11' 18"E a distance of 54.17' to a point; thence S88°42'00"E a distance of 490.17' to a point; thence along the property line of Tide Mill Estates Section 4 S02°50'57"E a distance of 50.92' to a point; thence S31°36'47"E a distance of 771.33' to a point; thence S07°37'44"W a distance of 290.93' to a point in the westerly right-of-way line of Tide Mill Road, State Route 600; thence S19°00'48"W a distance of 44.19' to a point; thence N48°51' 12"W a distance of 388.98' along the northerly property line of Barton Savage; thence S11°52'18"W a distance of 284.86' to a point; thence N56°05'14"W a distance of 139.35' along the northerly property line of John W. Combs Estate; thence N67°51'01"W a distance of 505.66' along the northerly property line of Edgar C. Worley, III et ux; thence S13°40'47"W a distance of 362.80' to a point; thence S02°22'45"W a distance of 133.78' to a point; thence S78°34'01"E a distance of 433.21' to a point; thence S22°15'32"W a distance of 686.00' along the property line of John W. Combs Estate to a point, the point or place of beginning.

W578189.1



## EXHIBIT C



SECTION A-A

#### MITIGATION CONSTRUCTION DETAIL

#### NOT TO SCALE

COMPACTED IMPORTED FILL IS TO TIE BACK IN TO THE PROPOSED DEVELOPMENT PLAN CONTOURS IN ORDER TO MAINTAIN POSITIVE DRAINAGE PATTERNS TO THE STORMWATER SYSTEM CURRENTLY DESIGNED IN PHASE ONE; LOTS 16, 28, 36, 52, 53, AND 54. IN PHASE TWO; LOTS 1, 17, 18, 20, 22, 23, 24, 25, 26, AND 27

SITES OR PORTIONS OF SITES WHICH HAVE
BEEN DEEMED TO BE OF HISTORIC SIGNIFICANCE
SHALL BE PRESERVED IN PLACE BY MEANS
INDICATED ON THE "MITIGATION CONSTRUCTION
DETAIL, AND THE DEED OF GIFT OF EASEMENT
RECORDED FOR THE CONSERVATION OF UNDERLYING
ARCHEOLOGY.



REBAR

WALTERS LAND SURVEYING, LTD. 710 DENBIGH BOULEVARD, SUITE 4C NEWPORT NEWS, VIRGINIA 23608 P.O. BOX 1594 YORKTOWN, VIRGINIA 23692 PHONE: (757)898-1057 FAX: (757) 898-2862

COMPACTED SUB-GRADE

SCALE: N.T.S. DATE: 1/30/07 DRAWN BY: JW

#### Exhibit D

#### Testing and Evaluation Plan for High Impact Activities

#### Task 1. TREATMENT PLAN DEVELOPMENT AND SUBMITTAL

Prior to the initiation of any field work, a treatment plan will be developed which will outline the proposed methods for the investigations. The treatment plan will include the following:

- > Information on the archaeological property or properties where the recovery is to be carried out, and the context in which such properties may be eligible for listing in the National Register;
- > Description of the recovery methods to be used, with an explanation of their pertinence to the expected resource type;
- > Description of the proposed disposition of recovered materials and records, along with evidence of agreement regarding curatorial responsibilities; and
- Proposed methods by which any relevant Indian tribes, local governments and other specific groups will be kept informed of the work if human remains or grave goods are expected to be encountered as well as information on consultation with the Virginia Council on Indians, the United Indians of Virginia and any other relevant Indian tribe regarding final disposition of the materials.

#### Task 2. LITERATURE AND BACKGROUND RESEARCH

Pertinent background research will be conducted with the goal of establishing the appropriate historic context for the project area as defined by the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation and the Virginia Department of Historic Resources' How to use Historic Contexts in Virginia: A Guide for Survey, Registration, Protection, and Treatment Projects (VDHR 1992). The majority of this information will be derived from the cultural context of the report, Phase I Cultural Resources Survey of Taylor Farms, York County, Virginia (Outlaw et al. 2006).

#### Task 3. ARCHAEOLOGICAL FIELD INVESTIGATIONS

The field investigations will be conducted at a level of effort sufficient to determine the overall significance and National Register-eligibility of the site and will focus in that area of the site where ground disturbance is proposed.

#### Field Methods

The field technique used in any particular location must be selected based on local factors of landform, soil formation processes, historical land use, surface conditions, and the overall goal of the project. Thus, an integral part of any field investigation is a sustained awareness of the general environment. To ensure consistent levels of effort throughout the project area standardized forms will be used to record each class of information. Project maps will be maintained illustrating field conditions, survey techniques used, and the location of cultural

one half of the feature, photographs will be taken and a profile of the remaining portion of the feature will be drawn. Features will also be photographed following complete excavation.

#### Task 4. LABORATORY ANALYSIS

All artifacts generated in the course of archaeological survey will be provenienced in the field. Provenience will be maintained throughout the process by the use of a field specimen (FS) log, which in turn will generate an inventory of materials recovered. Following fieldwork, the artifacts will be transported to a suitable laboratory facility for processing, inventory, and analysis. Artifacts will be processed in a manner designed to ensure their stability and to accommodate special analyses, if warranted. Following processing, all artifacts will be inventoried. A computer-printed artifact inventory of Native American and historic artifacts will be included as an appendix to the report.

Analyses of prehistoric cultural materials will be conducted with the following objectives, when appropriate: (1) identification of artifacts recognized as diagnostic of specific cultures or time periods; (2) identification of reduction sequences represented by the lithic debitage; (3) identification of utilized and/or retouched debitage; (4) identification of raw materials represented among the tools and debitage; and (5) identification of recovered ceramic types.

Identification of diagnostic artifacts will be made by consulting existing comparative collections and available regional literature regarding artifact types. Identification of lithic reduction sequences will be made by examining specific attributes of the individual pieces of debitage. Identification of raw materials represented in the lithic sub-assemblage will be made by microscopic examination of each individual piece and comparison to existing raw material type collections and/or literature regarding available raw materials within the general region.

Prehistoric ceramic sherds will be examined with reference to the following attributes: (1) kind and relative coarseness of temper, (2) surface treatment, (3) vessel portion, and (4) interior/exterior paste color. Whenever possible, ceramic sherds will be assigned to specific vessel types. Data obtained from these identifications will be applied to determine site cultural affiliations, overall site function, and specific activities conducted at the site.

Analyses of historic material remains will include standard typological methods to be applied as a prelude to chronological reconstruction. Artifacts will be assigned dates through the comparison of identified artifacts with other material culture classes having documented use-popularity patterns. Ceramics and glass will provide primary chronological information. Historic artifacts from the project area will also be examined to establish use patterns and the functional nature of the sites.

All records, maps, photographs, and cultural materials will be cataloged and curated according to standards of the VDHR. The final disposition of the artifacts and project records will be arranged through the County, and the County is granted a right of first refusal on the ownership of all artifacts found within any of the archeological sites. The County may retain ownership of any such artifact, or convey the artifact to any governmental or not-for-profit entity that the County may choose for preservation, study or display, or for educational purposes. In the event

## 000000248

the County elects not to maintain ownership of the artifact, or to convey it to another governmental or not-for-profit entity, the Grantor, its successors or assigns may retain ownership of the artifact with no compensation to the County.

#### Task 5. REPORT PREPARATION

At the completion of the archaeological and archival investigations a formal technical report will be produced. The technical report will focus concisely on the investigations conducted within the proposed project area. The report of investigations shall include chapters devoted to:

- ➤ Introduction (Abstract, goals and objectives of project, project boundaries, personnel involved, report organization)
- > Summary of Environmental and Cultural Contexts from previous reports (Soil associations, natural surroundings, site history)
- > Field and Laboratory Methods (Description of cultural resource survey, rationale for practiced methods)
- > Results of the Archaeological Investigations (Site descriptions, artifact collections and proveniences, maps, photographs, determinations of cultural integrity and significance, as warranted)
- Summary and Conclusions
- > Appendices devoted to forms and artifact inventories

All archaeological services proposed will be conducted under the direct supervision of an archaeologist who meets the professional qualification standards of the Department of the Interior (48 FR 44738-9). The archaeological fieldwork components of these investigations will conform to the standards specified in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (Federal Register 48:44716-44742, September 29, 1983) and the Guidelines for Archaeological Investigations in Virginia (June 1996) promulgated by the VDHR. All artifacts generated in the course of the evaluation and associated records will be curated according to the requirements specified in Curation of Federally Owned and Administered Archaeological Collections (36 CFR Part 79) and VDHR's State Curation Standards.

VIRGINIA COUNTY O	F YORK: in the Clerk's	Office of the York County - Poqueson Cl	
annexed and admitted	to record at 1:30 o	was presented with th	cuit Court le certificate 58.1-801, et
State \$	- 3-ma mare negn paid.	Teste: LYNN S. JENKINS, CLERK	
Additional		of alumaya	D.C.

		1.0	
3			
*			
.1			
4			
F			
f			
1.4			
1-			
a de			
44-7			
Landau Landau Daniel Landau La			
35			
I for a second			V.
+ 53000			
Acres -			
		100	



# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

TAYLOR FARMS PHASE ONE

# -000000255

# TABLE OF CONTENTS

ARTICLE I - DEFINITIONS	
SECTION 1. "ADDED PROPERTIES"	2
SECTION 2. "ARCHAEOLOGICAL RESOURCE PROPERTY"	2
SECTION 3. "ASSOCIATION"	
SECTION 4. "COMMON AREA"	
SECTION 5. "DECLARANT CONTROL PERIOD"	
SECTION 6. "DECLARANT"	3
SECTION 7. "DEED OF EASEMENT"	
SECTION 8. "DESIGN REVIEW BOARD"	
Section 9. "Design Standards"	
SECTION 10. "HISTORIC LOT"	
SECTION 11. "LOT"	3
SECTION 12. "MORTGAGE"	
SECTION 13. "OWNER"	4
SECTION 14. "PROPERTIES"	4
SECTION 15. "SUBDIVISION PLAT"	4
ARTICLE II - PROPERTY RIGHTS AND DUTIES	4
SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT	4
SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT	
SECTION 2. DELEGATION OF USE.  SECTION 3. LEASING.	
SECTION 3. LEASING. SECTION 4. DUTIES OF DECLARANT.	
Section 5. Association Duties	
SECTION 6. COUNTY'S RIGHT OF ENTRY AND RIGHT TO CURE DEFAULTS OF DECLARANT AND TH	
ARTICLE III - MEMBERSHIP AND VOTING RIGHTS	
SECTION 1. MEMBERSHIP.	
Section 2. Voting	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
ARTICLE IV-COVENANT FOR MAINTENANCE ASSESSMENTS	7
SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS	7
SECTION 2. PURPOSE OF ASSESSMENTS	
SECTION 3. MAXIMUM ANNUAL ASSESSMENT.	
SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS	
SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4	8
SECTION 6. UNIFORM RATE OF ASSESSMENT.	
SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATES	
SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS. REMEDIES OF THE ASSOCIATION	
SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES.	
SECTION 10. INITIAL CAPITAL ASSESSMENT.	
ARTICLE V-GENERAL PROVISIONS	10
SECTION 1. ENFORCEMENT	10
SECTION 2. SEVERABILITY.	
SECTION 3. AMENDMENT	10
Section 4. Mortgagee Provisions	11
SECTION 5. EASEMENTS.	13
ARTICLE VI-PROPERTY RESTRICTONS	20
SECTION 1. LAND USE AND BUILDING TYPE.	20
SECTION 2. BUILDING LOCATION	21
SECTION 3. SEWAGE DISPOSAL	
SECTION 4. EASEMENTS	
SECTION 5. UNDERGROUND ELECTRICAL, CABLE AND TELEPHONE SERVICE.	

# 0000000556

Section 6. Nuisances	22
Section 7. Fences	22
Section 8. Temporary Structures.	22
Section 9. Livestock And Poultry	
Section 10. Signs	22
Section 11. Garbage And Refuse Disposal	22
SECTION 12. HEATING AND AIR CONDITIONING EQUIPMENT; DISC ANTENNA	22
Section 13. Trailers, Boats, Campers & Mobile Equipment	2.3
Section 14. Miscellaneous Improvements	23
SECTION 15. UNSIGHTLY OR UNKEMPT CONDITIONS	23
Section 16. Drainage	23
SECTION 17. SIGHT DISTANCE AT INTERSECTIONS	23
SECTION 18. SUBDIVISION OF LOTS.	23
SECTION 19. ZONING REQUIREMENTS.	24
ARTICLE VII-DESIGN REVIEW BOARD	24
SECTION 1. COMPOSITION.	24
SECTION 2. APPROVALS.	24
SECTION 3. DISCLAIMER.	
ARTICLE VIII-DISSOLUTION	
ARTICLE IX-DECLARANT CONTROLS	
ARTICLE X-NOTICE	26

g of the

#### Prepared by:

Jones, Blechman, Woltz & Kelly, P.C. 701 Town Center Drive, Suite 800 Newport News, Virginia 23606

GPIN #T04D-4364-1710, T04B-4954-2906, T04D-4482-2083, T04B-3456-3191, T04B-4052-2855
TAX MAP #30-00-00-189 #30-00-00-190C #30-74-00-003 #30-00-00-184, #30-22-00-000B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of

TAYLOR FARMS PHASE ONE
THIS DECLARATION, made this 13+1 day of June, 2007, by Taylor Farms of
Yorktown, LLC, a Virginia limited liability company, hereinafter referred to as "Declarant" to be indexed as Grantor.

#### WITNESSETH:

WHEREAS, Declarant is the owner of certain properties (the "Properties") in York County, State of Virginia, which are described as follows:

All those certain lots, pieces or parcels of land situate, lying and being in the County of York, Virginia, containing a Total Area of Subdivision of 51.93 ± acres, as shown on that certain plat entitled, "SUBDIVISION PLAT OF TAYLOR FARMS PHASE ONE, BETHEL DISTRICT—COUNTY OF YORK, VIRGINIA", made by Walters Land Surveying, Ltd. dated January 19, 2007, and duly recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, as Instrument Number: 07001366

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (collectively the "Restrictions"), which are for the purpose of protecting the value and desirability

construction of a residence on the last unbuilt Lot has been completed, including any Lot which is a part of the Added Properties, unless Declarant earlier assigns its rights of review and approval to the Association or the Design Review Board.

Section 6. "Declarant" shall mean and refer to Taylor Farms of Yorktown, LLC, its successors and assigns if such successors or assigns should acquire three or more undeveloped Lots from the Declarant for the purpose of constructing the initial improvements on such Lots and if Taylor Farms of Yorktown, LLC has executed and recorded a designation to such successor or assign designating it as the Successor Declarant.

Section 7. "Deed of Easement" means the Deed of Gift of Easement dated June 12, 2007, recorded as instrument #<u>070013685</u> in the Clerk's Office of the Circuit Court of York County granted by the Declarant to York County for the purpose of preserving in place certain areas of the Properties and Added Properties.

Section 8. "Design Review Board" shall be the entity initially consisting of three persons named by the Declarant, who shall provide the oversight and approvals of new construction of any improvements on a Lot, all as further detailed in Article VII of the Restrictions.

Section 9. "Design Standards" shall mean the design standards promulgated by the Design Review Board for the purpose of providing design criteria for Owners.

Section 10. "Historic Lot" means any Lot which is affected by the Deed of Easement and which is within any part of the Archaeological Resource Property.

Section 11. "Lot" shall mean and refer to any numbered Lot or plot of land as shown upon the Subdivision Plat, with the exception of the Common Area and the right of way areas. Lot shall also include each of those Lots in any subsequent subdivision plat recorded by Declarant for the Added Properties.

Section 12. "Mortgage" as used herein shall mean a mortgage or deed of trust, said terms having the same meaning and may be used interchangeably.

intended uses and functions in perpetuity, unless and until the Board of Supervisors of York County, by ordinance, authorizes and approves revisions to the Common Area. To the extent that the Virginia Property Owner's Act may be applicable to the Subdivision, the Association shall fulfill all requirements of a homeowner's association thereunder.

Section 6. County's Right of Entry and Right to Cure Defaults of Declarant and the Association. County of York personnel, in the performance of their official duties, are hereby granted a right of entry upon the Common Area of the Association, and this shall include, but not be limited to, law enforcement officers, rescue squad personnel and fire fighting personnel while in pursuit of their duties, and for the purpose of inspecting, maintaining, repairing and replacing public facilities located in the Common Areas. In the event that the Declarant and/or the Association fails to fulfill its duty to maintain the Common Areas, then the County may give a written notice to the Declarant and/or the Association specifying the default and the action necessary to cure the default and the Association shall have sixty (60) days to take such action as required by the notice. In the event the Association fails to take such action, then the County may make such repairs and take such actions as are necessary. The cost of the repairs made by the County shall constitute a lien against the Common Areas and a pro rata lien against each Lot in the Subdivision which may be recorded as a lien among the land records of the County of York, Virginia.

#### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 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 any Lot which is subject to assessment.

Section 2. Voting. The Association shall have a single class of voting membership and shall be all Owners, including the Declarant and each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons

shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

#### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessments are made. 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 such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to any Owner's successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment shall be FOUR HUNDRED AND 00/100 DOLLARS (\$400.00) per Lot.

(a) After First Year. From and after the first year, the maximum annual assessment may be increased each year (computed on a cumulative basis) not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

- (b) Additional Increase. From and after the first year, the maximum annual assessment may be increased above ten percent (10%) by a vote of more than two-thirds (2/3rds) of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) Other. The Board of Directors may fix the annual assessment from time to time in an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of 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 at least two-thirds (2/3rds) of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of these Restrictions shall be sent to all Owners not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in arrears or in advance on a monthly basis, or on a quarterly, semi-annual or annual basis as determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot to an Owner other than a Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. In accordance with the Virginia Property Owners Association Act, the Association shall, 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or as may be established from time to time by a vote of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any defaulting Owner shall be liable for reasonable attorneys fees and court costs as may be awarded by the court or jury having the decision in any such action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or

transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, nor shall it preclude the right of the Association to collect any assessments due by an Owner for which a lien has been extinguished.

Section 10. Initial Capital Assessment. The Owner of each Lot shall pay to the Association an initial capital assessment of \$250.00 upon the conveyance of a Lot to an Owner who is not the builder of the initial building residence on the Lot.

#### ARTICLE V

#### **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 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 be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and provided, further, that such amendment complies with all applicable requirements of the York County Zoning Ordinance including, but not limited to, Section 24.1-497, as amended from time to time, to which reference is hereby made. Any amendment must be recorded. Notwithstanding the foregoing, this Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental

statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage Loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent in writing and provided, further, that such amendment complies with all applicable requirements of the York County Zoning Ordinance including, but not limited to, Section 24.1-497, as amended from time to time, to which reference is hereby made. Further, during the Declarant Control Period, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner and provided, further, that such amendment complies with all applicable requirements of the York County Zoning Ordinance including, but not limited to, Section 24.1-497, as amended from time to time.

Section 4. Mortgagee Provisions. The following provisions are for the benefit of holders of first Mortgages on Lots in the Subdivision. The provisions of this Section apply to both this Declaration and the Bylaws, notwithstanding any other provisions contained therein.

(a) Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (i) any condemnation loss or any casualty loss which affects a material portion of the Common Area or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;
- (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.
- (b) No Priority. No provision of this Declaration or the Bylaws gives on shall be construed as giving any Owner or other party priority over any rights of the first Mortgage of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.
- (c) Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.
- (d) VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U. S. Department of Housing and Urban Development ("HUD"), or the U. S. Department of Veterans Affairs ("VA"), for insuring or guaranteeing any Mortgage on any Lot, the following actions shall require the prior approval of the VA or HUD as applicable: annexation of additional property to the Common Area, except for annexation by Declarant in accordance pursuant to a plan of annexation previously approved by the VA or HUD as applicable; dedication of Common Area to

any public entity; mergers and consolidations; dissolution of the Association; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

- (e) Applicability of Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Virginia law for any of the acts set out in this Section.
- (f) Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Section or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Section to be recorded to reflect such changes.

### Section 5. Easements.

Wetlands Conservation Easement. The Declarant does hereby covenant (a) and agree, as a condition running with the land, that no activity will be performed on any applicable portion of property subject to these Restrictions which is designated on the Subdivision Plat or other recorded plat as a "Wetlands/Conservation Easement" involving a "Discharge of Fill Material" as that term is interpreted and applied by the United States Army Corps of Engineers pursuant to its authority under Section 404 of the Clean Water Act (33 U.S.C.A. 1251 et.seq.) unless (1) such activity is specifically authorized by the Corps of Engineers through issuance of an appropriate permit for the activity, or such activity is exempt from the requirement of a permit under applicable statutes and regulations, (2) such activity is consistent with these Restrictions as applicable to Lots in the subdivision known as TAYLOR FARMS PHASE ONE and (3) such activity conforms to all other applicable requirements of federal, state and local laws, ordinance and regulations; nothing contained herein shall prevent the construction of residences or other improvements on portions of Lots which may be partially affected by a Conservation Easement with the residences and other improvements being constructed on the portion of such Lot not subject to the Conservation Easement, provided,

damage at its sole expense. This section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.

#### ARTICLE VI

#### PROPERTY RESTRICTIONS

The Declarant does hereby declare, covenant and agree, for itself and its successors and assigns, that all Lots shown on the Subdivision Plat (except such other parts of the Properties that may be needed for utilities and the like) shall be hereafter held and sold subject to the following conditions and restrictions, to-wit:

Section 1. Land Use And Building Type. No Lot shall be used except for residential purposes. No building or other improvement shall be erected, altered, placed or permitted to remain on any Lot without the plans, specifications and design thereof having been approved in writing by the Design Review Board referred to hereinafter. No Lot containing a dwelling unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that an Owner may maintain an office in the dwelling constructed on such Owner's Lot if (i) such office generates no significant number of visits (as determined by the Board of Directors of the Association) by clients, customers or other persons related to the business, (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the areas outside of an approved enclosure, and (iii) such Owner has obtained approvals for such use as may be required by the County of York. As a condition to such use, the Board may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use. Any such use must meet the requirements of the County of York. Notwithstanding the foregoing, the Declarant may maintain a model home/sales office until such time as the residences constructed on all Lots have been sold to Owners other than builders. Detached garages are permitted; however any such garage must be approved by the Design Review Board and approved by the County.

The Board of Directors of the Association may act in its sole discretion and may, from time to time, change, modify or alter its Design Standards, relating to size, quality and design of buildings and improvements built upon the Lots.

Section 2. Building Location. Any building, including a detached garage, constructed on a Lot must be constructed within the building envelope created by the front, side and rear minimum building setback lines or as set forth on the Subdivision Plat or, if not shown on the Subdivision Plat, as set forth in the Design Standards, to which reference is here made. No building shall be located on any numbered building Lot that violates the designated set back lines.

Section 3. Sewage Disposal. Every dwelling unit constructed within this subdivision shall be connected to the public sewage disposal system.

Section 4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Plat.

Section 5. Underground Electrical, Cable And Telephone Service. Neither poles nor other structures for the carrying or transmission of electric power or telephone service nor any electric or telephone line or cable, elevated or carried above the surface of the land or ground, and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed or permitted to remain upon either: (1) any Lot in the subdivision, or (2) in or upon any street, alley, sidewalk, curb, gutter or easement or right of way included within the subdivision. All electric, cable and telephone service facilities constructed or placed within the subdivision, unless completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed or placed beneath the surface of land in the subdivision. This Section 5 shall not prohibit such electrical, cable, communication and telephone facilities or apparatus as may be required for public utilities

and/or temporary electrical, cable, communication and telephone service during construction of improvements.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. No unlawful use shall be made of any Lot or Common Area. Open fires are not permitted under any circumstances.

Section 7. Fences. No fence shall be erected or constructed without written approval of the Design Review Board as provided in the Design Standards.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a temporary residence.

Section 9. Livestock And Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other similar household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance to their neighbors.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot, except in accordance with the Design Standards, to which reference is here made.

Section 11. Garbage And Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall only be kept in sanitary containers stored or located or within a garage or within an area that is screened by, dense vegetation or fence, as approved by the Design Review Board,

Section 12. Heating And Air Conditioning Equipment; Disc Antenna. No air conditioning or heating equipment or disc antenna or any other type of antenna shall be placed on any lot except in accordance with the Design Standards, to which reference is here made.

Section 13. Trailers, Boats, Campers & Mobile Equipment. No trailers, boats, campers, or other mobile equipment, except passenger automobiles and small trucks, may be parked on any Lot or on the streets as shown on the Subdivision Plat.

Section 14. Miscellaneous Improvements. No storage sheds, garages, air conditioning units, exterior security devices, clotheslines or other improvements shall be permitted on a lot without approval by the Design Review Board, which shall be guided by the Design Standards.

Section 15. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Properties or on any Lot unless within the confines of a garage.

Section 16. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may alter, obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter or approve alteration of the same being expressly reserved to Declarant.

Section 17. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 18. Subdivision Of Lots. No Lot as shown on the Subdivision Plat may be subdivided into smaller or additional lots. However, Lot lines between adjoining Lots may be adjusted and/or new additional parcels may be added so as to create new lots so long as the subdivision requirements of the County of York are met.

Section 19. Zoning Requirements. The Declarant and/or the Association and/or each Owner shall comply with all applicable requirements of the York County Zoning Ordinance, including, but not limited to, Section 24.1-497 of the Ordinance, as amended from time to time.

#### ARTICLE VII

#### DESIGN REVIEW BOARD

Section 1. Composition. Until such time as twelve (12) months from the time Declarant has conveyed the last Lot as shown on said Subdivision Plat, or any Lot which may be hereafter annexed, Declarant shall designate a Design Review Board consisting of three (3) persons which Taylor Farms of Yorktown, LLC may from time to time change. Upon the last Lot being conveyed by Declarant, or at such earlier time as Taylor Farms of Yorktown, LLC may elect, the Board of Directors of the Association shall elect a Design Review Board consisting of three (3) persons who may also serve as officers or directors of the Association.

Section 2. Approvals. All new construction of any improvement, including, without limitation, residences or fences, shall require the written approval of the Design Review Board. Any subsequent addition to, or change of, or alteration of existing construction, shall in like manner, require approval of the Design Review Board; provided, however, that repainting or repairs of what has been previously approved shall not require any subsequent approval. The Design Review Board is authorized to review and determine in its sole discretion, the nature, kind, shape, height, materials, location or design or color of any improvement located upon the Properties to ensure harmony of external design and location in relation to surrounding structures and topography. The Design Review Board is authorized to charge a reasonable processing fee which may be changed from time to time by the Declarant, its successors and assigns for each application submitted for approval. The Design Standards shall be provided to each purchaser of a Lot, and shall be made available by the Association to each subsequent purchaser of a Lot. The Design Standards may be amended from time to time by Declarant during its control period or later by the Association. Each Owner, prior to construction of any

improvements or modifications of any improvements on his Lot must obtain the current Design Standards form Declarant or the Association, as the case may be, to determine the design criteria.

In the event the Design Review Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this Article will be deemed to have been fully satisfied.

Disclaimer. Plans and specifications are not approved for engineering or Section 3. structural design or quality of materials, and by approving such plans and specifications, neither the Design Review Board, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Design Review Board, the Association Board of Directors, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such person or Owner will not bring any action or suit against Declarant, the Association, the Design Review Board, the Association Board of Directors, or the officers, directors, members, employees, and agents of any board, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

### ARTICLE VIII

#### DISSOLUTION

The Association may be dissolved, but only upon compliance with all of the provisions of Section 13.1-902 of the Code of Virginia or any amendment thereto. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to the County of York or such other appropriate public agency to be used for purposes similar to those for which this Association was created in exchange for compensation in an amount not exceeding the appraisal of a mutually acceptable appraiser. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE IX

#### DECLARANT CONTROL

Anything herein to the contrary notwithstanding, in no case shall the Declarant, as the developer of the Properties, control the Association or the Design Review Board beyond the first to occur of (i) ten (10) years from the date the first Lot is conveyed to an Owner other than the Declarant or (ii) the date construction of a residence on the last undeveloped Lot has been completed, including any Lot which is part of the Added Properties, unless Declarant earlier assigns its rights of approval to the Association or the Design Review Board.

#### ARTICLE X

#### NOTICE

Any notice required to be given under the Restrictions shall be given by mailing to Owner by regular mail addressed to the address of the Lot if a residence has been completed thereon or to the address of the Owner provided by the County of York in the event a residence has not been completed on the Lot.

# -nnnn00283

IN WITNESS WHEREOF, the undersigned Declarant, Taylor Farms of Yorktown, LLC, has caused this instrument to be executed on its behalf as of the date and year first above written.

Taylor Farms of Yorktown, LLC, a Virginia limited liability company COMMONWEALTH OF VIRGINIA City/County of \_\_\_\_\_\_\_ The foregoing instrument was acknowledged before me this/ 2007, by Gregory E. Pritchard, Manager of Taylor Farms of Yorktown, LLC, a Virginia limited liability company. Notary Public My commission expires: 3.3/2010 407155 v4A

> Virginia: County of York to-wit in the Clerk's Office of the York County - Poquoson Circuit Court, Sw /4/h day of Jule This show was presented with the certificate annexed and admitted to record at

,			
la contraction of the contractio			
			9
k <sub>1</sub>			
10			
	· · ·		
100			
166- 54			
-			

## ARTICLES OF INCORPORATION

OF

# TAYLOR FARMS OF YORKTOWN HOMEOWNERS ASSOCIATION

The undersigned, pursuant to Chapter 10 of Title 13.1 of the Code of Virginia, 1950, as amended, hereby forms a nonstock corporation and to that end states as follows:

## ARTICLE 1

The name of the corporation is TAYLOR FARMS OF YORKTOWN HOMEOWNERS ASSOCIATION, hereafter called the "Association."

## **ARTICLE 2**

The Association's initial registered office which is the business address of the initial registered agent is Fountain Plaza One, 701 Town Center Drive, Suite 800, Newport News, Virginia 23606. The registered office is physically located in the City of Newport News.

## ARTICLE 3

The name of the Association's initial registered agent is Ralph M. Goldstein, an individual who is a resident of Virginia and a member of the Virginia State Bar.

## ARTICLE 4

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for ownership, care, maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property located in Bethel District, York County, Virginia, known as Taylor Farms of Yorktown subdivision, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose to:

i) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Taylor Farms of Yorktown Subdivision, Phase

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, the undersigned, constituting the Incorporator of the Association, has executed these Articles of Incorporation this 23<sup>rd</sup> day of March, 2007.

Ralph M. Goldstein, Incorporator

397354

## TAYLOR FARMS OF YORKTOWN HOMEOWNERS ASSOCIATION

## ARTICLE I

Name and Location. The name of the corporation is Taylor Farms of Yorktown Homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 701 Town Center Drive, Suite 800, Newport News, Virginia 23606, but meetings of members and directors may be held at such places within the Commonwealth of Virginia, in the City of Newport News, or the County of York, Virginia, as may be designated by the Board Directors.

## ARTICLE II

- <u>Section 1</u>. "Association" shall mean and refer to Taylor Farms of Yorktown Homeowners Association, its successors and assigns.
- <u>Section 2</u>. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 3. "Common Area" shall mean all real property designated on the Subdivision Plat owned by the Association for the common use and enjoyment of the Owners.
- Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded Subdivision Plat of the Properties with the exception of the Common Area and right of way areas.
- <u>Section 5</u>. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- <u>Section 6</u>. "Declarant" shall mean and refer to Taylor Farms of Yorktown, LLC, its successors and assigns if such successors or assigns should acquire three or more undeveloped Lots from the Declarant for the purpose of constructing the initial improvements on such Lot.
- Section 7. "Declarant Control Period" shall mean and refer to the period from the date of recordation of the Declaration, through the date construction of a residence on the last unbuilt Lot has been completed, unless Declarant earlier assigns its rights of review and approval to the Association or the Design Review Board.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court for the County of York, Virginia.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 10. "Subdivision Plat" shall mean and refer to the plat prepared by Walters Land Surveying, Ltd. dated 200\_7 and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia.

## ARTICLE III

<u>Section 1. Annual Meetings.</u> The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter.

Section 2. Special Meetings. Special Meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

## ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number.	The affairs of this Association shall	Il be managed by a Board
composed of not less than		(9) persons, who
need not be members of th	e Association.	

Section 2. Term of Office. The initial Board of Directors named in the Articles of Incorporation shall serve for a period of \_\_two \_\_(\_\_2\_) years from the date of the recordation of the Declaration. In the event a Director resigns or is removed during the Declarant Control Period, then the Declarant shall have the right to appoint a successor to serve for the remainder of the initial term. At the first annual meeting following the expiration of the Declarant Control Period, the members shall elect at least one (1) director for a term of three (3) years, at least one (1) director for a term of two (2) years and at least one (1) director for a term of one (1) year; and at each annual meeting thereafter the members shall elect one or more directors for a term of three (3) years so that a rotation of Board members will occur every year.

<u>Section 3</u>. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

<u>Section 4.</u> Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

#### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the first annual meeting following the expiration of the Declarant Control Period. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The 397413

persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

#### MEETINGS OF DIRECTORS

<u>Section 1.</u> Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board.

<u>Section 2</u>. <u>Special Meetings</u>. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII**

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt, publish and enforce rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

397413 4

which is in no event less than one and one-half times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

- (g) The Association shall have a comprehensive policy of public liability insurance covering all of the common property. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a lot owner because of negligent acts of the Association, or other unit owners. Coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage.
- (h) cause the Common Area to be maintained in perpetuity unless and until the Board of Supervisors of York County, by ordinance, authorizes and approves revisions to the Common Area.
- (i) to exercise all powers, rights and duties which may be applicable to the Association under the Virginia Property Owner's Act, Section 55-508, et seg., Code of Virginia, 1950, as amended.

## **ARTICLE VIII**

## OFFICERS AND THEIR DUTIES

- <u>Section 1</u>. <u>Enumeration of Offices</u>. The officers of this Association *shall be a President and Vice President*, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.
- <u>Section 2</u>. <u>Election of Officers</u>. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
- Section 3. <u>Term</u>. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.
- Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.
- Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise 397413

Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

#### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

## ARTICLE XI

#### **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE XII

#### **AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority or a quorum of members present in person or by proxy.

<u>Section 2</u>. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

397413 8