



FLUVANNA COUNTY PLANNING COMMISSION
WORK SESSION AND REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

August 08, 2017

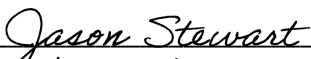
6:00 PM (Courthouse)

7:00 PM (Courthouse)

TAB	AGENDA ITEMS
WORK SESSION	
A	– CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE
B	– PLANNING DIRECTOR COMMENTS
C	– PUBLIC COMMENTS (Limited to 3 minutes per speaker)
D	– WORK SESSION
	Strategic Zoning Initiative – James Newman, Planner
	Residential Planned Community Zoning Text Amendment – Brad Robinson, Senior Planner
E	– ADJOURN
REGULAR MEETING	
1	– CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE
2	– DIRECTOR’S REPORT
3	– PUBLIC COMMENTS #1 (3 minutes each)
4	– MINUTES
	Minutes of July 11, 2017
5	– PUBLIC HEARING
	ZMP 17:02 – Village Oaks Proffer Amendment - Brad Robinson, Senior Planner
6	– PRESENTATIONS
	None
7	– SITE DEVELOPMENT PLANS
	SDP 17:05 – County Waste of VA – Brad Robinson, Senior Planner
8	– SUBDIVISIONS
	None
9	– UNFINISHED BUSINESS
	None
10	– NEW BUSINESS
	None
11	– PUBLIC COMMENTS #2 (3 minutes each)
12	– ADJOURN

Fluvanna County...The heart of Virginia and your gateway to the future!

*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator’s Office at 591-1910.*


Planning/Zoning Administrator Review

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PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Commission wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Commission to discuss the matter.
3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman shall be the judge of such breaches, however, the Commission may vote to overrule both.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - Speakers should approach the lectern so they may be visible and audible to the Commission.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Commission.
 - All questions should be directed to the Chairman. Members of the Commission are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
 - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
 - Speakers with questions are encouraged to call County staff prior to the public hearing.
 - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
 - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
 - The Commission will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
 - Further public comment after the public hearing has been closed generally will not be permitted.

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

To: Fluvanna County Planning Commission
From: Jason Stewart, AICP
Date: August 8, 2017
Re: Planning Director's Report

Board of Supervisors Actions:

August 2, 2017

None

Board of Zoning Appeals Actions:

None

Technical Review Committee for July 13, 2017:

None

BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna

Building Official:	Period:
Kevin Zoll	Jul-2017

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached	2015	4	5	10	9	12	12	14	13	2	4	7	3	95
	2016	11	11	8	15	9	18	6	5	9	2	6	8	108
	2017	3	2	16	6	4	10	6						47
NEW - Single Family Attached	2015	2	0	0	0	0	0	0	2	0	0	0	0	4
	2016	0	0	0	0	0	0	0	0	0	0	2	0	2
	2017	0	0	0	0	0	0	0						0
NEW - Mobil Homes	2015	0	0	0	0	1	1	0	2	0	0	0	0	4
	2016	0	1	0	0	0	0	0	1	0	0	0	0	2
	2017	0	0	0	0	2	1	0						3
Additions and Alterations	2015	21	30	38	28	21	30	22	25	23	27	35	18	318
	2016	13	10	31	27	29	29	15	32	31	28	27	27	299
	2017	29	20	29	43	20	29	32						202
Accessory Buildings	2015	4	4	3	4	1	0	0	2	6	0	0	3	27
	2016	3	4	4	6	2	2	1	2	1	3	3	6	37
	2017	0	4	2	3	2	2	2						15
Swimming Pools	2015	0	0	0	0	0	0	0	1	1	0	0	0	2
	2016	0	0	0	0	0	1	1	0	0	1	1	0	4
	2017	0	1	1	0	0	1	0					0	3
Commercial/Industrial Build/Cell Towers	2015	1	0	0	0	0	0	2	0	0	1	1	1	6
	2016	0	0	2	2	0	0	1	0	1	1	1	1	9
	2017	1	2	0	0	0	0	2						5
Land Disturbing Permits	2015	6	5	9	10	10	12	15	16	3	5	10	5	106
	2016	12	11	8	14	10	17	7	6	11	3	9	9	117
	2017	3	2	17	7	7	9	6						51
TOTAL PERMITS	2015	38	39	51	41	35	43	38	45	32	32	43	25	456
	2016	27	26	45	50	40	50	24	40	42	35	40	42	461
	2017	36	31	65	59	35	43	42	0	0	0	0	0	311
BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2015	1,384,631	1,560,716	2,916,520	3,567,237	2,999,918	4,280,357	5,272,378	3,107,731	2,625,563	2,203,913	1,931,893	6,252,403	\$ 38,103,260
	2016	1,817,981	2,555,455	5,552,458	3,711,821	2,447,891	5,181,921	3,611,179	1,817,783	3,089,971	1,889,279	2,028,590	2,937,783	\$ 36,642,112
	2017	857,767	827,724	4,859,777	2,066,132	1,512,789	3,676,118	1,904,915						\$ 15,705,222
INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2015	105	137	146	214	113	232	193	181	208	206	149	149	2033
	2016	116	91	153	157	155	214	249	230	197	181	184	172	2099
	2017	159	144	171	141	177	152	202						1146
FEES COLLECTED														
Building Permits	2015	\$6,731	\$8,351	\$13,711	\$16,037	\$13,508	\$16,628	\$14,931	\$18,895	\$10,411	\$8,558	\$10,381	\$9,575	\$ 147,717
	2016	\$11,850	\$11,954	\$11,576	\$14,889	\$8,447	\$18,588	\$12,947	\$7,537	\$11,285	\$12,548	\$8,361	\$11,213	\$ 141,193
	2017	\$3,710	\$3,463	\$19,849	\$8,618	\$6,036	\$10,814	\$8,680						\$ 61,171
Land Disturbing Permits	2015	\$1,775	\$875	\$1,425	\$3,425	\$1,750	\$1,850	\$2,325	\$3,338	\$1,085	\$2,819	\$10,450	\$2,298	\$ 33,414
	2016	\$3,200	\$2,575	\$1,700	\$1,950	\$2,250	\$2,200	\$4,020	\$875	\$28,074	\$2,000	\$1,450	\$1,200	\$ 51,494
	2017	\$475	\$800	\$7,000	\$1,523	\$2,366	\$2,425	\$1,733	\$0	\$0	\$0	\$0	\$0	\$ 16,321
Zoning Permits/Proffers	2015	\$1,200	\$1,000	\$1,650	\$2,600	\$1,500	\$1,850	\$1,850	\$2,400	\$1,650	\$1,050	\$950	\$1,700	\$ 18,500
	2016	\$1,150	\$1,250	\$1,800	\$2,450	\$1,650	\$2,700	\$1,150	\$1,150	\$1,900	\$1,050	\$900	\$850	\$ 18,950
	2017	\$400	\$1,000	\$2,400	\$950	\$1,500	\$1,800	\$1,245	\$0	\$0	\$0	\$0	\$0	\$ 9,295
TOTAL FEES	2015	\$ 9,706	\$ 10,226	\$ 16,786	\$ 22,062	\$ 16,758	\$ 20,328	\$ 19,106	\$ 24,632	\$ 13,146	\$ 12,427	\$ 21,731	\$ 12,722	\$ 199,631
	2016	\$ 16,200	\$ 15,779	\$ 15,076	\$ 19,289	\$ 12,347	\$ 23,488	\$ 18,117	\$ 9,562	\$ 41,259	\$ 15,348	\$ 11,411	\$ 13,763	\$ 211,637
	2017	\$ 4,585	\$ 5,263	\$ 29,249	\$ 11,091	\$ 9,902	\$ 15,039	\$ 11,658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,787

Transmittal Report July 2017

<i>Line Number</i>	<i>Code</i>	<i>Name</i>	<i>ID#</i>	<i>Amount Received</i>
<i>Variances</i>				
			ZUP17006	\$950.00
			ZUP17007	\$950.00
			<i>Sum:</i>	\$1,900.00
10000013-318335				
	<i>TEXADM</i>	<i>Text Amendments</i>		
			ZTA17005	\$550.00
			<i>Sum:</i>	\$550.00
10000013-318340				
	<i>MISC</i>	<i>Miscellaneous</i>		
			ZMP17002	\$100.00
			<i>Sum:</i>	\$100.00
10000013-318341				
	<i>SUBDIV</i>	<i>Subdivision & Plat Review</i>		
			SUB17026	\$100.00
			SUB17025	\$350.00
			SUB17024	\$600.00
			<i>Sum:</i>	\$1,050.00
10000013-318342				
	<i>SPUSEP</i>	<i>Special Use Permits</i>		
			SUP17003	\$90.00
			SUP17003	\$400.00
			<i>Sum:</i>	\$490.00
			<i>Total:</i>	\$4,090.00

FLUVANNA COUNTY PLANNING COMMISSION
WORK SESSION AND REGULAR MEETING MINUTES
Circuit Court Room--Fluvanna County Courts Building
July 11, 2017
6:00 p.m.

MEMBERS PRESENT: Barry Bibb, Chairman
Lewis Johnson
Ed Zimmer, Vice Chairman
Donald Gaines Arrived 6:25
Tony O'Brien, Board of Supervisors Representative 7:15

ALSO PRESENT: Jason Stewart, Planning and Zoning Administrator
Brad Robinson, Senior Planner
James Newman, Planner
Fred Payne, County Attorney
Stephanie Keuther, Senior Program Support Assistant

Absent: Howard Lagomarsino

Open the Work Session: (Mr. Barry Bibb, Chairman)
Pledge of Allegiance, Moment of Silence

Director Comments:
None

Public Comments:
None

Work Session:

Residential Planned Community Zoning Text Amendment -Brad Robinson, Senior Planner
Residential Planned Community. The land must also be under the same ownership or control as the Residential Planned Community. The procedure for an addition shall be the same as if an original application was filed, and all of the requirements of this Chapter shall apply. Sec. 22-7-8. Permitted residential density. Maximum by right gross residential density: 2.9 residential units per acre.

Maximum gross residential density (by special use permit): 10 residential units per acre.

Stewart: I would like to note the applicant was unable to make it. We may want to defer to the next meeting.

Bibb: I agree the applicant should be present. I also think the Planning Department and the county attorney should look over this to make sure if changes would need to be made to the Comprehensive Plan.

Strategic Zoning Initiative -James Newman, Planner

Stewart: This was presented to the BOS back in the May work session of 2017. The Board is considering adopting some of the principles in this presentation.

Program Purpose:

1. Hanover County wanted to enhance Economic Development Retention & Recruitment in regards to agriculturally zoned properties located in strategic areas.

2. The Strategic Zoning Initiative was developed in response to favorable changes in the Commonwealth of Virginia's real estate taxation program.

The Hanover County Zoning Initiative incentivizes Property Owners with land holdings in the Land Use Taxation program, and also in agricultural areas designated for commercial and industrial development, by deferring the costs normally associated with development through:

1. Deferring increased tax assessments until such time as the use changes, not when the zoning changes.
2. Reducing fees for rezoning's in designated areas.

Current Fluvanna Process & Policy

1. A zoning change fee (\$1,000 fee, plus \$50 per acre)
2. Land Use Taxation Program to roll back taxes, plus interest
3. Higher annual tax liability
4. There is little incentive for owners of these types of properties to seek a zoning change due to the costs.

AND

Properties must be zoned commercial to be actively marketed by the State.

Applicability to Fluvanna

1. Zion Crossroads is the County's designated urban development area for growth and the most intensive commercial and industrial development.
2. Contains many properties currently zoned agricultural. Incentivizing the rezoning process similar to Hanover may help spur development can benefit the County's tax base by allowing the County and the State additional opportunities to market properties.

Potential Enterprise Zone Option

1. Virginia Enterprise Zones is a partnership between state (DHCD) and local government to encourage job creation and private investment in targeted areas of the state.
2. The program accomplishes this by designating zones throughout the state and providing two grant-based incentives, the Job Creation Grant (JCG) and the Real Property Investment Grant (RPIG).
The locality follows suit with its own incentives such as reduced or waived permitting fees or grants.

Bibb: Would applicants come before the planning commission, and would that be done with a temporary approval?

Payne: The one of obvious value is the amount of land tax if rezoned subjects to roll back taxes. There is a statute that authorizes this to be done. The county can amend the ordinance so that not to take you out of land use.

Zimmer: At what point do roll back taxes apply?

Payne: Somewhere between the approval of the site plan and certificate of occupancy.

Bibb: Would the zoning fees apply if the planning department goes and does the work to find out if it will be a proper use or would you be bringing VDOT in for site visits?

Payne: I'm not sure yet. However the reason Hanover can do some of this is because of the nature of their geography. We have a much less clear cut situation than they do. If you're not charging fees that defray the cost then the county is just subsidizing that property. Plus our review process is already streamlined as it is.

Bibb: It seems a little confusing to have to do it that way. If planning is going to do the work then they would need to be paid for those services.

Payne: If developers don't know what they're going to need to pay and have certainty there going to be less than happy. I think it applies to Hanover more than here.

Small Home Business Ordinance Discussion – Brad Robinson, Senior Planner

Mr. Robinson gave a brief presentation of definition comparisons from Fluvanna County and other localities for home occupations.

Fluvanna County's current definitions for home based business:

Home Occupation

An occupation carried on by the occupant of a dwelling as a secondary use in connection with which there is no display, no one is employed other than members of the family residing on the premises, there is no substantial increase in traffic, and provided that not more than twenty-five (25%) of the gross floor area of such dwelling shall be used for such occupation.

Studio, Fine Arts

A building, or portion thereof, used as a place of work by a sculptor, artist, or photographer; or used as a place to exhibit and offer for sale works of the visual arts (other than film).

Small Home Industry

Small commercial, professional, or light industrial uses which do not in any way detract from adjacent agricultural or residential uses and while clearly excluding large scale industrial and commercial uses and that are located within the same parcel as the residence of the owner and within 500 feet of said residence.

Stewart: The Planning Commission may also want to consider the density if the use is taking place in a shed or if someone is storing stuff. For example, is the use the same as a brewery? Do we want to modify the density for the home based business?

Zimmer: Is there a way to account for risk? For example, soap has chemicals like lye. Not all small home businesses will have hazardous materials, but some will. This, along with the fees are encouraging people to do things under the table. When small home base businesses are just starting out they cannot afford to pay these \$800.00 fees. It will take them too long to recoup these fees. I feel we need to help our citizens more.

Stewart: That's something I drafted in the ordinance in Dinwiddie; that type of home business was prohibited for those reasons.

Payne: Just because the planning commission approves something for our ordinance doesn't mean an HOA will allow it.

I think it should be up to the zoning administrator to determine.

Wendy Custard: Kent's Store: We are over by Sheridan's stables. Having other farms around we also have a combination small farm. We're currently building a barn that we were hoping to have my office /art studio in the upper area. I would like to hold some classes there. I have had a few kid's classes already, but no more than 10 kids per session. Typically these are homeschooled children. I don't make a large amount of money from this, I also scholarship most of my classes. I wasn't aware nor did I research the permit process. The cost of the permits will no longer allow me to do this.

Susie Morris: I took the first leadership class, and just finished the last. I felt the ordinance should be updated. I was in a group that is trying to complete a project creating an artisan trail. That would also include the ag artisans people who grow produce and make cheeses and stuff. We thought it would perfectly in Fluvanna's comp Plan. It also creates an economic base. Mrs. Morris spoke more about the artisans trail and use of home occupations.

Open the Regular Session at 7pm (Mr. Barry Bibb, Chairman)

The Pledge of Allegiance followed by a Moment of Silence.

Director's Report: Mr. Stewart

June 21, 2017

SUP 17:01 CJPC LTD – A special use permit to establish an educational facility use with respect to a portion of .74 acres of Tax Parcel 18-10-1. The property is zoned B-1 Business General, and is located approximately 260 ft east of the intersection of Rebecca Drive and Toby Way, off of South Boston Road (State Route 600). The property is located in the Palmyra Election District and is within the Rivanna Community Planning Area. (Approved 4-0)

SUP 17:02 R15 Fluvanna 11B LLC – A request for a special use permit to establish a contractor's storage yard, with respect to 1.8 acres of Tax Map 5, Section 11, Parcel 5B. The property is located along James Madison Highway (U.S. Route 15) near the Louisa County line, approximately 0.06 miles south of the intersection of Richmond Road (U.S. Route 250). The parcel is zoned B-1 and is within the Zion Crossroads Community Planning Area and the Columbia Election District. (Approved 4-0)

ZTA 17:01 – Fluvanna County Zoning Ordinance – Sign Regulations – An Ordinance to Amend Chapter 22, Article 15 of the Fluvanna County Code By Addition of Section 22-15-2(2)(H) Concerning a New Category of Exempt Sign By Amendments to Sections and Subsections 22-15-3(1), (2), (3) And the Addition of Subsection 22-15-3(4) Concerning the Size and Types of Signs Permitted By Zoning District, And to Amend Chapter 22, Article 22, By the Addition of a Definition to Subsection 22-22-1, To Conform the County Zoning Ordinance to the 2015 Comprehensive Plan. (Approved 4-0)

ZTA 17:02 – Fluvanna County Zoning Ordinance – Planned Unit Development Regulations – An Ordinance to Amend Chapter 22, Article 14 of the Fluvanna County Code By Certain Amendments to Sections and Subsections 22-14-1, 22-14-6, 22-14-7, 22-14-8, 22-14-12, 22-14-13, Thereof, Amending the Fluvanna County Zoning Ordinance To Conform to the 2015 Comprehensive Plan Implementation Goals and Strategies. (Approved 3-1)

ZTA 17:04 – Fluvanna County Zoning Ordinance – Industrial General – An Ordinance to Amend Chapter 22, Article 12 of the Fluvanna County Code By Certain Amendments to Sections and Subsections 22-12-6, 22-12-7, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to provide flexibility in building design as to building height and yard requirements for purposes of promoting orderly development and economic development. (Approved 4-0)

July 5, 2017

None

Board of Zoning Appeals Actions:

None

Public Comments:

Jerry Custard: I wanted to speak about the SUP application; I don't have to have one according to the list if I were a piano teacher or equestrian teacher. But I do if I'm an art teacher. How do we get art onto this list? What about (X) number of people to determine if the SUP is needed like Louisa?

Linda Stager: I am an oil painter, I have a small studio and few people come out but I would like to have the option to have more if I want. If I need SUP just for people to come look then I can't afford it.

Eager: 1107 Mechunk Creek Dr; I urge the county to work for this. What about the Lula roe event where women sell from their homes and at the fire house as a fundraiser? I think we need to respond to the community the best that we can.

Approval of Minutes

Minutes of June 13, 2017

Motion:

Johnson made a motion to approve the minutes of the June 13, 2017 Planning Commission meeting as presented. Seconded by Zimmer. The motion carried a vote of 3-0-1 AYE: Johnson, Zimmer, and Bibb NAY: None ABSTAIN: Gaines ABSENT: Lagomarsino

Public Hearing:

None

Site Development Plans:

SDP 17:04 Conmat Properties - James Newman, Planner

A Site Development Plan for a concrete production facility with respect to approximately 10.5 acres of Tax Map 4, Section A, Parcel 109. Location: The property is located approximately 1,400 ft west of the intersection of Richmond Road (Route 250) and Blue Ridge Dr. (State Route 708). The parcel is within the Zion Crossroads Community Planning Area and the Palmyra Election District.

Conditions:

1. Meeting all final site plan requirements which include, but are not limited to, providing parking, landscaping, and screening;
2. Meet all required Erosion and Sedimentation Control regulations;
3. Meet all VDOT requirements

Johnson made a motion to approve SDP 17:04, a site development plan for a concrete production facility with respect to approximately 10.5 acres of Tax Map 4, Section A, Parcel 109, subject to the three (3) conditions listed in the staff report. Seconded by Gaines. The motion carried a vote of 4-0-0 AYE: Johnson, Gaines, Bibb, and Zimmer NAY: None ABSTAIN: None ABSENT: Lagomarsino

SDP 17:06 Van Der Linde Recycling - James Newman, Planner

A site development plan request to expand an existing recycling center's mulching operation with respect to approximately 9.37 acres of Tax Map 5, Section 10, Parcel 6, and Tax Map 5, Section 23, Parcel A. The properties are both zoned I-1, Industrial, Limited, and are located on the south side of Richmond Road (US Route 250), approximately .8 miles from its intersection with James Madison Highway (US Route 15). The property is located within the Zion Crossroads Community Planning Area and is in the Columbia Election District.

Recommended Conditions:

1. Meeting all final site plan requirements which include, but are not limited to, providing parking, landscaping, and screening;
2. Meet all required Erosion and Sedimentation Control regulations;
3. Meet all VDOT requirements

Zimmer: How do we know these mulch piles are being moved?

Stewart: I don't expect to have problems. Our code enforcement officer stays on top of these things.

Zimmer made a motion to approve SDP 17:06, a site development plan request to expand an existing recycling center's mulching operation with respect to approximately 9.37 acres of Tax Map 5, Section 10, Parcel 6, and Tax Map 5, Section 23, Parcel A, subject to the three (3) conditions listed in the staff report. Seconded by Gaines. The motion carried a vote of 4-0-0 AYE: Zimmer, Gaines, Bibb, and Johnson NAY: None ABSTAIN: None ABSENT: Lagomarsino

Subdivisions:

None

Unfinished Business:

Columbia Zoning Update – Brad Robinson, Senior Planner

I would like to note we have a drafted zoning map with two options. The area in blue is the Flood Plan area. Everything has been designated by parcel number. All parcels in the flood plan would be zoned agricultural except Shellback Excavating that is already zoned I-2 and has requested that it stay that way.

Zimmer: Can we attach a map to the motion?

Payne: Yes, but if you change it then you have to re advertise with a public hearing. You can modify it.

Bibb: Would the already I-2 be grandfathered in?

Payne: Yes, it's non-conforming.

Zimmer made a motion to attach the more intensive zoning map option 2 (see attachment A). Seconded by Gaines. The motion carried a vote of 4-0-0 AYE: Zimmer, Gaines, Bibb, and Johnson NAY: None ABSTAIN: None ABSENT: Lagomarsino

New Business:

None

Public Comments:

None

Adjourn:

Chairman Bibb adjourned the Planning Commission meeting of July 11, 2017 at 7: 38 P.M.
Minutes recorded by Stephanie Keuther, Senior Program Support Assistant.

**Barry A. Bibb, Chairman
Fluvanna County Planning Commission**

Approved

Proposed Zoning Option 2 for Columbia, VA

Legend

- Columbia Floodplain
- Proposed Zoning Option 2
 - A1
 - BC
 - I1
 - R4

Map labels include: ZONE X, RIVER ROAD, 216, LIMIT OF DETAILED STUDY, Culvert, WASHINGTON STREET, RAYBURN STREET, COLUMBIA RIVER, COLUMBIA COUNTY, SOUTH LAND COUNTY, 12, 750'000 M, Bridge, 4182'00", 37° 45'00", 78° 02'22.5".



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

132 Main Street
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Palmyra, VA 22963
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Fax (434) 591-1911
www.fluvannacounty.org

STAFF REPORT

To: Fluvanna County Planning Commission
Case Number: ZMP 17:02
Tax Map: See Attachment A

From: Brad Robinson
District: Rivanna
Date: August 8, 2017

General Information:

This request is to be heard by the Planning Commission on Tuesday, August 8, 2017 at 7:00 pm in the Circuit Court Room in the Courts Building.

Owners:

Sycamore Square LLC (Tax Maps 9-A-13, 9-A-14C, 9-13-A, 9-13-B, 9-13-1, 9-13-2, 9-13-6 and 9-13-7)
Southern Development Homes (Tax Map 9-13-3)
Stephen Muskie and Sandra Cook (Tax Map 9-13-4)
Curtis and Brenda Carlisle (Tax Map 9-13-5)

Applicant:

Southern Development

Representative:

Keith Lancaster

Requested Action:

To remove Proffer #8 of the proffers associated with rezoning case #ZMP 04:02. (Attachment A)

Location:

The properties are located along the north side of Lake Monticello Road (Route 618), across from the main gate at Lake Monticello and Crofton Plaza. (Attachment B)

Existing Zoning:

R-3, Residential, Planned Community

Proposed Zoning:

R-3, Residential, removal of Proffer #8

Existing Land Use:

Residential

Planning Area:

Rivanna Community Planning Area

Adjacent Land Use:

Adjacent properties are zoned R-4, B-1 and A-1.

Zoning History:

This property was approved for rezoning from A-1, Agricultural, General to R-3, Residential, (ZMP 04:02) by the Board of Supervisors on February 16, 2005 with eighteen (18) proffers. An application (ZMP 10:01) to amend Proffers #8 and #15 was denied by the Board of Supervisors on October 20, 2010. An application

(ZMP 12:03) to amend Proffer #8 was approved by the Board of Supervisors on November 20, 2013. (Attachments C & D)

Neighborhood Meeting:

A neighborhood meeting was held July 19, 2017. There were two (2) attendees not including staff and the applicant. The attendees had questions about whether the assisted living facility would be moving forward and the type of homes that would be proposed if the proffer amendment is approved.

(Attachment E)

Technical Review Committee:

The Technical Review Committee (TRC) did not have any comments regarding this application.

Analysis:

The applicant is proposing to remove in its entirety Proffer #8 associated with rezoning case number ZMP 04:02. A total of eighteen (18) proffers were originally approved as follows:

1. Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.
2. Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback will be 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004 (revised). Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The proposed Assisted Living Facility shall have a parking setback of not less than 50 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Section 22-24-1 (Landscape Plan – General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. Between the proposed entrance across from the main gate of Lake Monticello and the eastern property line, there shall be a 50-foot building setback. Every effort shall be made to preserve the existing tree vegetation within this setback for screening purposes.
5. Along River Run Drive, there shall be a minimum building setback of 80 feet, as measured from the property line of Tax Map 9-(A)-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetation buffer that exists in this setback.

6. Along the northern property line, there shall be a 75-foot building setback, extending from River Run Drive in an easterly direction for 1,400 feet and including the proposed community center. Every effort shall be made to preserve 50 feet of existing tree vegetation for screening in this setback.
7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
8. The residential development shall be restricted (in ownership, rental, lease, etc.) to individuals of age 55 and above. This shall be recorded as a covenant and restriction for the community.
9. There shall be a Community Center, with minimum size of 5,000 square feet to serve the development and any appropriate community uses.
10. The commercial component of the Master Plan shall not total more than 40,000 square feet of gross floor area, and shall be composed entirely of community retail and service uses, such as medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc.
11. Construction will not begin until public water and sewer is available.
12. Public water shall provide adequate pressure.
13. On-site stormwater management shall be designed in consultation with the Thomas Jefferson Soil and Water Conservation District utilizing low impact development techniques and water quality best management practices.
14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Lake Monticello shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of Monticello Village, therefore the right and left turn lanes into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community (the length of turn lanes shall be determined by VDOT during the Site Plan stage of Monticello Village).
15. The following improvements shall be constructed at the entrance across from Crofton Plaza. A conventional intersection with a left turn lane into Crofton Plaza and right and left turn lanes into Monticello Village, or a roundabout, shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community.
16. All improvements referenced in items 14 and 15 above are planned to utilize existing VDOT right-of-way or right-of-way dedicated by Southern Development, per the plan titled "proposed improvements to Route 618" and dated 1/14/2005 prepared by Rivanna Engineering. The estimated cost of such improvements is \$685,000.00. In the event a roundabout is desired, additional right-of-way may be necessary. Southern Development cannot guarantee the successful acquisition of, or funding for, any additional right-of-way beyond what is shown in the above referenced plan.

17. A complete copy of a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County has been provided to Fluvanna County Staff and VDOT. This study was conducted by Wilber Smith & Associates in January 2005, at a cost of \$15,000.
18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.

In 2013, Proffer #8 was amended by application #ZMP 12:03 to read:

The development will meet, at a minimum, the federal standards for age-restricted housing as defined in the Fair Housing Amendments Act of 1988 and Housing for Older Persons Actions 1995: Final Rule. The following requirements shall apply:

1. *The housing shall be intended and designed for persons aged 55 and older;*
2. *At least 80 percent of the occupied units shall be occupied by at least one (1) person who is 55 years of age or older;*
3. *The development shall publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older. This shall be recorded as a covenant and restriction for the community; and*
4. *The development shall also comply with rules issued by HUD for the verification of occupancy.*

The applicant now requests to remove Proffer #8 in its entirety due to low demand and market conditions for age-restricted communities. The developer has been working on the Village Oaks project, from concept and design to sales, for over ten years. In addition, Southern Development Homes has been working on home sales in Nahor Village (also referred to as The Villages at Nahor) for nearly that same period. According to the developer, buyers under the age of 55 are looking for homes with design elements to enhance the ability to age in place. A significant segment of buyers over age 55 also prefer to live communities with age diversity. This data is made apparent from the absorption rates in the area communities, such as Spring Creek, neighboring River Oaks and other neighborhoods recently sold-out by Southern Development Homes. This request will allow the developer and Village Oaks to offer a diverse age demographic while still offering main floor living designs. No changes are proposed to the approved senior living facility in the front of the community (SUP 04:20) or the proffers for commercial development. Nahor Village will continue to serve those looking for age-restricted communities in Fluvanna for many years in the future. The added support from the existing residents of Village Oaks who desire progress in a diverse and vibrant community has caused the developer to move on this request at this time.

(Attachment A)

Comprehensive Plan:

Land Use Chapter:

The Comprehensive Plan designates this property as within the Rivanna (Lake Monticello) Community Planning Area. According to this chapter, *“the area is traditionally neighborhood residential, with primarily single-family detached dwellings. Surrounding growth should be a mixture of uses and residential dwelling types that serve a variety of incomes.”* While the proposed removal of Proffer #8 would potentially reduce the amount of housing planned for a certain age demographic, it would increase the opportunity to provide alternatives to the existing single-family detached dwellings that predominantly exist in the area.

Housing Chapter:

According to this chapter, *“two age-restricted communities with assisted-living housing and facilities have been approved in the Rivanna community planning area. The southern part of the county is served by a nursing home in Fork Union. Smaller homes to own or rent designed with seniors in mind should be encouraged in the planning process. As the population of the county continues to age, mobility will become a prominent issue. Rural seniors who are no longer able to drive face serious obstacles in accessing food and medical care. Fluvanna is certain to remain rural and automobile dependent, but creating options for non-drivers (compact, walkable areas, neighborhoods with mixed uses, and access to transit) is essential for allowing residents to thrive here throughout their lives.”* Removal of Proffer #8 would reduce the number of age-restricted communities in the Rivanna community planning area.

Conclusion:

This proffer amendment request would reduce the amount of private housing planned for persons aged fifty-five (55) or older. Nahor Village would become the primary age-restricted development with similar type housing within the Rivanna community planning area. However, the approved assisted living facility (SUP 04:20) will still remain a component of Village Oaks and an alternative for Fluvanna’s seniors.

When reviewing this proffer amendment request, the Planning Commission should take into consideration how this request does or does not meet the intent of the Comprehensive Plan, and the intent of the originally approved project (ZMP 04:02).

Suggested Motion:

I move that the Planning Commission recommend approval/denial/deferral of ZMP 17:02, a request to remove proffer number eight (8) of ZMP 04:02 with respect to Tax Map 9, Section A, Parcels 13 and 14C and Tax Map 9, Section 13, Parcels A, B, 1, 2, 3, 4, 5, 6 and 7.

Attachments:

A – Application and APO Letter

B – Aerial Vicinity Map

C – ZMP 04:02 Approval Letter

D – ZMP 12:03 Approval Letter

E – Neighborhood Meeting sign-in sheet and notes

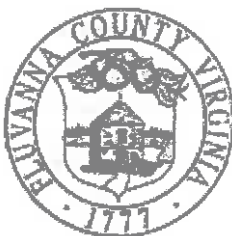
F – Proposed ordinance

Copy: Keith Lancaster, Southern Development, 170 Pantops Dr, Charlottesville, VA 22911

Stephen Muskie & Sandra Cooke, 34 Virginia Ave, Palmyra, VA 22963

Curtis & Brenda Carlisle, 45 Manor Blvd, Palmyra, VA 22963

File



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Owner of Record: Sycamore Square LLCApplicant of Record: Southern DevelopmentE911 Address: 170 South Pantops DriveE911 Address: 170 South Pantops Dr.Phone: 434-245-0894 Fax: 434-245-0895Phone: 434-245-0894 Fax: 434-245-0895Email: Klancaster@southern-development.comEmail: Klancaster@southern-development.comRepresentative: Keith Lancaster

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

E911 Address: 170 South Pantops Dr.Is property in Agricultural Forestal District? ☒ No ☐ YesPhone: 434-245-0894 Fax: 434-245-0895

If Yes, what district: _____

Email: Klancaster@southern-development.comTax Map and Parcel(s): see Attachment "A"Deed Book Reference: Plat book 3 pages 201-203Acreage: 38.869 Zoning: R-3Deed Restrictions? ☐ No ☒ Yes (Attach copy)Location of Parcel: Village OaksRequested Zoning: R-3Proposed use of Property: Residential / Commercial (Amend Proffer #8)**Affidavit to Accompany Petition for Rezoning**

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request.

I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application, and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: 6/27/17Signature of Owner/Applicant: [Signature]

Subscribed and sworn to before me this

27

day of

July

, 20

17

Register #

347137

My commission expires:

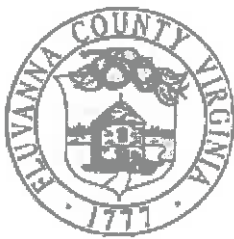
9/30/2020

Notary Public:

[Signature]

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY			
Date Received: <u>6/30/17</u>	Pre-Application Meeting:	PH Sign Deposit Received: <u>6/30/17</u>	Application #: <u>ZMP 17 :02</u>
\$1,000 plus \$50 for per acre plus mailing costs fee paid: Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified			
Proffer or Master Plan Amendment: \$750.00 plus mailing costs <u>750.00 6/30/17 + 90.00 SD = 840.00</u>			
Election District: <u>Palmyra</u>	Planning Area: <u>Rural Residential</u>		
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates:		Advertisement Dates:	
APO Notification:		APO Notification:	
Date of Hearing:		Date of Hearing:	
Decision:		Decision:	



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Owner of Record: Southern Development Homes **Applicant of Record:** Southern Development
E911 Address: 170 South Pantops Dr. **E911 Address:** 170 South Pantops Dr.
Phone: 434-245-0894 **Fax:** 434-245-0895 **Phone:** 434-245-0894 **Fax:** 434-245-0895
Email: klancaster@southern-development.com **Email:** klancaster@southern-development.com

Representative: Keith Lancaster
E911 Address: 170 South Pantops Dr.
Phone: 434-245-0894 **Fax:** 434-0895
Email: klancaster@southern-development.com

Tax Map and Parcel(s): 9-13-3 **Deed Book Reference:** _____
Acreage: 0.144 **Zoning:** R-3 **Deed Restrictions?** ☐ No ☒ Yes (Attach copy)
Location of Parcel: Village Oaks **Is property in Agricultural Forestal District?** ☒ No ☐ Yes
Requested Zoning: R-3 **Proposed use of Property:** Residential (Amend proffer #8)
If Yes, what district: _____

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Affidavit to Accompany Petition for Rezoning

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request. I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application, and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: 6/27/17 **Signature of Owner/Applicant:** [Signature]
Subscribed and sworn to before me this 27th **day of** July **20** 17 **Register #** 847137
My commission expires: 9/30/2020 **Notary Public:** [Signature]

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY	
Date Received: <u>6/30/17</u>	Pre-Application Meeting: _____
PH Sign Deposit Received: <u>6/30/17</u>	Application #: <u>ZMP 17-02</u>
\$1,000 plus \$50 for per acre plus mailing costs fee paid: Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified	
Proffer or Master Plan Amendment: \$750.00 plus mailing costs <u>750.00 6/30/17 + 90.00 S.D. = 840.00</u>	
Election District: <u>Palmyra</u>	Planning Area: <u>Rivanna CPA</u>
Public Hearings	
Planning Commission	Board of Supervisors
Advertisement Dates:	Advertisement Dates:
APO Notification:	APO Notification:
Date of Hearing:	Date of Hearing:
Decision:	Decision:

Reset Form

Print Form



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Owner of Record: Stephen Muskie + Sandra CookApplicant of Record: Southern DevelopmentE911 Address: 34 Virginia AveE911 Address: 170 South Pantops Dr.Phone: 434-249-4842Phone: 434-245-0894 Fax: 434-245-0895Email: stevenmuskie@gmail.com
sandracook@gmail.comEmail: K.lancaster@southern-development.comRepresentative: Kath Lancaster

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

E911 Address: 170 South Pantops Dr.Phone: 434-245-0894 Fax: 434-245-0895Is property in Agricultural Forestal District? ☒ No ☐ YesEmail: K.lancaster@southern-development.com

If Yes, what district: _____

Tax Map and Parcel(s): 9-13-4

Deed Book Reference: _____

Acreage: 0.189 Zoning: R-3Deed Restrictions? ☐ No ☒ Yes (Attach copy)Location of Parcel: Village OaksRequested Zoning: R-3Proposed use of Property: Residential (anend proffer #8)**Affidavit to Accompany Petition for Rezoning**

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request. I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: 6/29/17Signature of Owner/Applicant: Sandra Cook

Subscribed and sworn to before me this

29day of July, 20 17Register # 347137My commission expires: 9/30/2020Notary Public: Jim H. Hall**All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.****OFFICE USE ONLY**

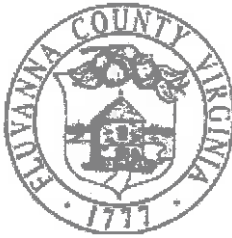
Date Received: <u>6/30/17</u>	Pre-Application Meeting:	PH Sign Deposit Received: <u>6/30/17</u>	Application #: <u>ZMP 17 : 02</u>
\$1,000 plus \$50 for per acre plus mailing costs fee paid: Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified			
Proffer or Master Plan Amendment: \$750.00 plus mailing costs <u>750.00 6/30/17 + 90.00 S.D. = 840.00</u>			
Election District: <u>Palmyra</u>	Planning Area: <u>Rivanna CPA</u>		
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates:	Advertisement Dates:		
APO Notification:	APO Notification:		
Date of Hearing:	Date of Hearing:		
Decision:	Decision:		

Fluvanna County Department of Planning & Community Development * Box 540 * Palmyra, VA 22963 * (434)591-1910 * Fax (434)591-1911

This form is available on the Fluvanna County website: www.fluvannacounty.org

Reset Form

Print Form



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Owner of Record: Curtis M. + Brenda M. CarlisleApplicant of Record: Southern DevelopmentE911 Address: 45 Manor Blvd.E911 Address: 170 South Pantops Dr.

Phone: _____ Fax: _____

Phone: 434-245-0894 Fax: 434-245-0895

Email: _____

Email: klancaster@southern-development.comRepresentative: Kirih Lancaster

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

E911 Address: 170 South Pantops Dr.Is property in Agricultural Forestal District? ☒ No ☐ YesPhone: 434-245-0894 Fax: 434-245-0895

If Yes, what district: _____

Email: klancaster@southern-development.comTax Map and Parcel(s): 9-13-5

Deed Book Reference: _____

Acreage: 0.197 Zoning: R-3Deed Restrictions? ☐ No ☒ Yes (Attach copy)Location of Parcel: Village OaksRequested Zoning: R-3 Proposed use of Property: Residential (Amend proffer #8)

Affidavit to Accompany Petition for Rezoning

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request. I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application, and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: June 29, 2017 Signature of Owner/Applicant: Curtis M. CarlisleSubscribed and sworn to before me this 29 day of June, 20 17 Register # 347137My commission expires: 9/30/2020 Notary Public: [Signature]

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY

Date Received: 6/30/17 Pre-Application Meeting: _____ PH Sign Deposit Received: 6/30/17 Application #: ZMP 17 : 02\$1,000 plus \$50 for per acre plus mailing costs fee paid: **Mailing Costs: \$20.00** Adjacent Property Owner(APO) after 1st 15, CertifiedProffer or Master Plan Amendment: \$750.00 plus mailing costs 750.00 6/30/17 + 90.00 SD = 840.00Election District: Palmyra Planning Area: Rivanna CPA

Public Hearings

Planning Commission

Board of Supervisors

Advertisement Dates: _____

Advertisement Dates: _____

APO Notification: _____

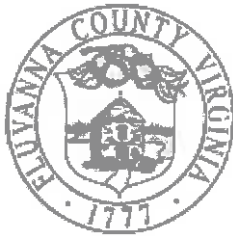
APO Notification: _____

Date of Hearing: _____

Date of Hearing: _____

Decision: _____

Decision: _____



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Name: Southern Development

Address: 170 S. Poncha Dr.

City: Charlottesville

State: VA Zip Code: 22911

I hereby certify that the sign issued to me is my responsibility while in my possession.
 Incidents which cause damage, theft, or destruction of these signs will cause a partial or full
 forfeiture of this deposit.

[Signature]
 Applicant Signature

6/22/17
 Date

*Number of signs depends on number of roadways property adjoins.

OFFICE USE ONLY	
Application #: BZA _____ : CPA _____ : SUP _____ : ZMP <u>17</u> : <u>02</u> ZTA _____ :	
\$90 deposit paid per sign*: <u>90.00</u> <u>6/30/17</u> <u>V# 1394</u>	Approximate date to be returned: _____

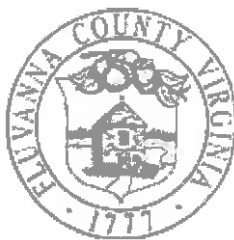
Attachment "A"

Sycamore Square LLC.

Tax Map and Parcel(s):

- 9-A-15 15ac.
- 9-A-14C 21.115ac.
- 9-13-A 0.467ac.
- 9-13-B 1.705ac.
- 9-13-1 0.148ac.
- 9-13-2 0.141ac.
- 9-13-6 0.147ac.
- 9-13-7 0.146ac.

Total acreage = 38.869



The following information shall be submitted with the application and is to be provided by the applicant for the processing of the application:

All maps and plans submitted are to be either 8 1/2" x 11" or 11" x 17". One original of any size may be provided to staff for use at the Public Hearing.

COUNTY STAFF USE ONLY

- ☒ Completed Rezoning Application signed by the current owner of the property or a separate statement signed by the current owner authorizing the application (Affidavit to accompany Petition for Rezoning).
- ☒ Copy of plat(s) showing existing and proposed improvements
- ☐ Copy of Tax Map (preferred)
- ☒ Copy of deed restrictions (if applicable)
- ☒ Description of proposed use
- ☒ Preliminary site plan (10 required, 18 preferred)
- ☒ Any applicable contracts, easements, etc.
- ☒ Application fee in full made payable to **Fluvanna County**.

☐ Preliminary review by planning staff for completeness and content.

- ☐ Copies of application: office, agencies and county attorney
- ☐ Government agency review and comment (not an inclusive listing)

- | | |
|--|---|
| <input type="checkbox"/> VDOT | <input type="checkbox"/> Aqua Virginia |
| <input type="checkbox"/> Health Department | <input type="checkbox"/> School Superintendent |
| <input type="checkbox"/> Fire Chief | <input type="checkbox"/> Army Corp of Engineers |
| <input type="checkbox"/> FUSD Manager | <input type="checkbox"/> County Administer |

- ☐ Any concerns addressed by the governmental agencies shall be discussed in a meeting with the applicant and a representative from the agency.

- ☐ Placed as a Public Hearing on the next available agenda of the Planning Commission.

- ☐ Notification of the scheduled Public Hearing to the following:

- ☐ Applicant ☐ All adjacent property owners
☐ Advertise in accordance with VA Code § 15.1-431

- ☐ **Staff Report to include, but not be limited to:**

- ☐ Is the need for change necessary?
- ☐ Is the change consistent with good planning practices?
- ☐ Is the change consistent with the comprehensive plan?
- ☐ Is the change consistent with the adjacent land uses?
- ☐ Will the change constitute spot zoning?
- ☐ Are proffers necessary?
- ☐ Is there any detriment to the health, safety and welfare of the community?

June 29, 2017

(Current Proffer # 8) The development will meet, at a minimum, the federal standards for age-restricted housing as defined in the Fair Housing Amendments Act of 1988 and Housing for Older Persons Act of 1995: Final Rule. The following requirements shall apply:

1. The housing shall be intended and designed for persons aged 55 and older;
2. At least 80 percent of the occupied units shall be occupied by at least one (1) person who is 55 years of age or older;
3. The development shall publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older;
4. The development shall also comply with rules issued by HUD for the verification of occupancy.

(Proposed Proffer # 8) Remove condition # 8 as proffer for Village Oaks.



OFFICIAL RECEIPT
FLUVANNA COUNTY CIRCUIT COURT
DEED RECEIPT

DATE: 12/08/14 TIME: 11:51:54 ACCOUNT: 065CLR1403404 RECEIPT: 14000007578
CASHIER: TLL REG: VU16 TYPE: DEC PAYMENT: FULL PAYMENT
INSTRUMENT : 1403404 BOOK: 929 PAGE: 719 RECORDED: 12/08/14 AT 11:51
GRANTOR: VILLAGE OAK SUB & SYCAMORE SQUARE EX: N LOC: CO
GRANTEE: VILLAGE OAK SUB & SYCAMORE SQUARE EX: N PCT: 100%
AND ADDRESS :
RECEIVED OF : SYCAMORE
CHECK: \$115.00 1215 DATE OF DEED: 11/24/14
DESCRIPTION 1: DECLARATION OF COVENANTS CONDITIONS & RESTRIC PAGES: 38 OP: 3
2: TIONS NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP:
PIN:
301 DEEDS 89.00 145 VSLF 6.00
106 TECHNOLOGY TRST FND 20.00
TENDERED : 115.00
AMOUNT PAID: 115.00
CHANGE AMT : .00

CLERK OF COURT: BOUSON E. PETERSON

PAYOR'S COPY
RECEIPT COPY 1 OF 3

Plat
Plat Book 3, Page 201-203

Prepared by Lois Haverstrom / TMP: 9A-14, 9A-14C and 9-12-156

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAGE OAKS SUBDIVISION, FLUVANNA COUNTY, VIRGINIA**

3404

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made this 19th day of November, 2014, by Sycamore Square, LLC, a Virginia limited liability company, its successors or assigns (hereinafter referred to as "Declarant").

RECITALS

WHEREAS, the Declarant is the owner of the real property described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

WHEREAS, the Declarant intends by this Declaration to impose upon the Property certain restrictions under a general plan of improvement for the benefit of all owners of real property within the Property, and, to establish a method for the administration, maintenance, preservation, use and enjoyment of such Property as is now, or shall hereinafter be, subject to this Declaration.

DECLARATIONS

The Declarant hereby declares that all of the property described in Exhibit A, and any additional property which is hereafter subject to this Declaration by a Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the integrity and desirability of the Property, which shall run with the Property subject to this Declaration, and, which shall be binding on all parties having any right, title, or interest in the described Property, or any part thereof, their heirs, successors, successors-in-title and/or assigns, and shall inure to the benefit of each owner hereof. The recitals are incorporated herein and made a part hereof by reference.

ARTICLE I - DEFINITIONS

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those other areas of responsibility, if any, which by the terms of this Declaration, Supplemental Declarations, or, other applicable covenants, or by contract or agreement, become the responsibility of the Association, including but not limited to, the responsibility for maintenance, repair, and/or replacement.

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Village Oaks Property Owners Association, Inc. (the "POA" or "Association"), as filed with the Secretary of the Virginia State Corporation Commission. The name of the POA may be changed to reflect name availability with the Virginia State Corporation Commission.

Section 3. "Association" shall mean and refer to the Village Oaks Property Owners Association, Inc. (the "POA" or "Association").

Section 4. "Base Assessment" shall mean and refer to assessments levied equally against all Class A Members of Lots in the Property to fund Common Expenses.

Section 5. "Board of Directors" or "Board" shall mean and refer to the appointed or elected body of the Association having its normal meaning under Virginia corporate law.

Plot Book 3, Pages 201-203.

Section 6. "Buffer" shall mean and refer to certain portions of the Property that are owned by the Declarant or by the Association, adjacent to a platted Lot or Lots as common area property which are intended to serve as Open Space, or shown as buffer space on a platted Lot. The Declarant or the Association, other than as established by applicable zoning proffers, has no obligations to plant or grow grass, shrubs, and/or trees in, or to actively landscape, any area designated as a "buffer" on any plat or plan related to the construction or development of the Property, including any platted buffer that lies within a Lot(s).

Section 7. "Builder" shall mean and refer to any record owner of a Lot who has acquired the Lot for construction of a dwelling on the Lot, with the intention of selling and conveying such Lot to a third party Owner.

Section 8. "Bylaws" shall mean and refer to the Bylaws of the Association.

Section 9. "Class B Control Period" shall mean and refer to the period of time during which the Class B Member is entitled to appoint a majority of the members of the Board of Directors, as provided in the Bylaws, and may also be referred to as the "Declarant Control Period."

Section 10. "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court of the County of Fluvanna, Virginia.

Section 11. "Common Area" shall mean and refer to all the real and personal property now or hereafter owned by the Association for the common use and enjoyment of every Lot Owner, in good standing, including but not limited to the areas devoted to private streets, the buffer areas, open space and the improvements thereon, and the Storm Water Management Facilities ("BMP") and the surrounding open space, subject to the limitations set forth in this Declaration. The Association shall be obligated to accept as the Common Area any property or interest therein conveyed to it by the Declaration and the Declarant shall have the unilateral right to convey the Common Area property to the Association through the Declarant's recordation of a Deed recorded in the Clerk's Office. Common Areas are the Areas of Common Responsibility.

Section 12. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners, including any reasonable reserves, as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of the Association, but shall not include expenses incurred during the Class B Control Period for the initial development work, original construction or installation of the initial infrastructure or original capital improvements, or other original construction costs, as called for by the subdivision site plan, unless approved by a majority of the total Class A votes of the Association.

Section 13. "Community-Wide Standard" shall mean the standard of conduct, maintenance, rules or other activity generally prevailing throughout the Property. Such standards may be more specifically established and determined by the Board of Directors or the Architectural Review Board ("ARB").

Section 14. "County" shall mean and refer to the County of Fluvanna, Virginia.

Section 15. "Declarant" shall mean and refer to Sycamore Square, LLC, a Virginia limited liability company. Declarant may designate a successor Declarant or Declarants to take and hold some or all of

its respective rights, powers, privileges, and, obligations as the Declarant under this Declaration by written instrument recorded in the Clerk's Office. When the Declarant no longer owns any parcels of land within the Property, as defined in Section 27, then the Association is the Declarant, without the need for any written transfer of the respective rights, powers, privileges and obligations.

Section 16. "Development Property" shall mean and refer to the property described in Exhibit A and all or a portion of the property described in Exhibit B which Declarant may from time to time anticipate subjecting to this Declaration, and any other property hereinafter subjected to this Declaration. Inclusion of property in Exhibit B shall not, under any circumstance, obligate the Declarant to subject such property to this Declaration, nor shall the exclusion or absence of property described in Exhibit B from the Development Property bar its later annexation in accordance with Article VIII hereof.

Section 17. "Improved Lot" shall mean and refer to a Lot on which a residence has been substantially completed and for which a certificate of occupancy ("CO") has been issued by the County. All other Lots are defined as "Unimproved Lots."

Section 18. "Lot" shall mean and refer to any plot or parcel of land as shown on a recorded subdivision plat of the Property with the exception of the Common Areas.

Section 19. "Majority" shall mean and refer to the number greater than half of any total.

Section 20. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 21. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure a debt, or any other form of security deed recorded in the Clerk's Office.

Section 22. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage or Deed of Trust.

Section 23. "Mortgagor" shall mean and refer to any Person who gives a Mortgage or Deed of Trust.

Section 24. "Owner" shall mean and refer to the record owner, whether one (1) or more Persons, of any Lot, including builders, but excluding in all cases any party holding an interest merely as security for the performance of an obligation, and/or tenants and other leasehold interests.

Section 25. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 26. "Private Streets" shall mean and refer to any portion of the Property subject to a private street access easement, alley access easement, and/or parking area easement, and the improvements located within such easements, established and constructed to serve as vehicular and pedestrian access to and from certain Lots and or Common Areas, as more specifically designated on any recorded Plat of Village Oaks Subdivision.

Section 27. "Property" shall mean and refer to the real property described in Exhibit A attached hereto and made a part hereof, together with such additional property of phases of the subdivision, as hereafter subject to this Declaration by Supplemental Declaration by the Declarant.

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Section 28. "Special Assessment" shall mean and refer to assessments levied in accordance with Article VIII hereof.

Section 29. "Supplemental Declaration" shall mean and amendment or supplement to this Declaration which subjects additional property to this Declaration, and/or, imposes additional restrictions and obligations on the land described therein, and/or, otherwise modifies the terms of this Declaration as provided for herein.

ARTICLE II - PROPERTY FACILITIES

Section 1. General. Every Owner shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) this Declaration, and any restrictions or limitations contained in any deed conveying such property to the Association;

(b) the right of the Board to adopt other rules regulating the use and enjoyment of the Common Area, including limiting the number of guests who may use the Common Area, and, the other conditions upon guest use of the Common Area;

(c) the right of the Board to assess charges against an Owner for their violation, or their family's, tenant's, guest's, resident's, or other invitee's violation, of any provision of this Declaration, Bylaws, or, rules of the Association, after notice and an opportunity for a hearing have been provided to the Owner pursuant to Association rules established and adopted by the Board;

(d) the right of the Board to suspend the voting rights of the right of an Owner to use facilities or services, provided directly through the Association for the nonpayment of assessments which are more than forty-five (45) days past due, to the extent that access to the Lot through necessary Common Areas is not precluded and provided that such suspension shall not endanger the safety or property of any Owner, tenant or occupant, if any (i) for any period during which any charge against such Owner's Lot remains delinquent of more than forty-five (45) days, and (ii) for a period not to exceed forty five (45) days for a single violation or for a longer period in the case of any continuing violations of the Declaration, Bylaws or Rules and Regulations of the Association, after notice and an opportunity for a hearing have been provided to the Owner;

(e) the right of the Association, acting through the Board, to dedicate or transfer all of any part of the Common Area pursuant to Article VIII hereof;

(f) the right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use and recreational facilities situated upon the Common Area.

(g) The right of the Declarant, during the development period and thereafter the Board of Directors, to grant, relocate or vacate easements or rights of way, over, across, under and through the Property.

Section 2. Delegation of Use. Subject to the provisions of Section 1 hereof, any Owner may delegate his or her right of use and enjoyment of the Common areas and Facilities to the members of his

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or her family in residence at the Lot, subject to reasonable regulation by the Board and in accordance with procedures that the Board may adopt. An Owner who leases his or her Lot shall be deemed to have delegated all of the rights of use and enjoyment of the Common Areas and Facilities to the Lot's lessee, unless the Owner notifies the Association in writing that he or she has retained all such rights. However, should any Owner desire to lease or rent his or her Lot, the lease or rental agreement shall be in writing and shall contain specific conditions which require the lessee/renter to abide by all Association Covenants, Rules and Regulations, and any Owner desiring to rent or lease a Lot also covenants that the Lessee/Renter will be provided with a complete set of all Association Covenants, Rules and Regulations. A tenant's violation of the Association's Declaration, Bylaws, Rules and/or Regulation shall be deemed to be a violation by the Owner, and shall further constitute a default under the lease for which the Association, on behalf of and at the expense of the Owner may seek any remedies available at law or equity, including the eviction of the tenant on behalf of and as agent for the Owner, after ten (10) days written notice to the Owner and the Owner's failure to evict said tenant or lessee.

Section 3. **Limitations.** The limitations or restrictions permitted by Article II shall not be construed to permit the Declarant or the Association to take any action that would have the effect of adversely affecting the rights of a Lot Owner to direct ingress and egress to and from the Owner's Lot or effect any access to utility services to their Lot, such as water, sewer, electric, telecommunication or other utility services that service the Lot.

ARTICLE III - ASSOCIATION FUNCTION / MEMBERSHIP AND VOTING RIGHTS

Section 1. **Function of Association.** The Association shall be established as a non-stock corporation under the laws of the Commonwealth of Virginia. The Association shall be the entity responsible for management, maintenance, operation and control of the Areas of Common Responsibility and those portions of the Lots as specified in Article IV hereof. The Association shall be the primary entity responsible for the enforcement of the Declaration and such rules as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and the laws of the Commonwealth of Virginia. These functions shall be performed at the Direction of the Board, by and through the Association's Directors, Officers, Committees, employees, contractors, and/or Managing Agent.

Section 2. **Managing Agent.** The Board of Directors may employ or contract with a Professional Managing Agent for the Association at a compensation and under such terms as established by the Board, to perform such duties and services as the Board shall authorize, to assist the Association with its responsibilities.

Section 3. **Membership.** Every Owner, as defined in Article I hereof, shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event a Lot is owned by more than one (1) Person, all such co-owners shall be entitled to the privileged of membership, subject to the restrictions on voting set forth in Section 4 of this Article and in the Bylaws, and all such so-owners, shall be jointly and severally obligated to perform the responsibilities of the Owners hereunder. The rights and privileges of membership may be exercised by a Member, or by any Person named in an applicable power of attorney for the Member, subject to the provisions of this Declaration and the Bylaws. The membership

rights of a Lot owned by a corporation, trust, partnership or other legal entity shall be exercised by the individual(s) designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. The foregoing does not include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 4. Voting Rights. The total number of Lots shall be determined by recorded subdivision plat(s), as permitted by the County and as recorded in the Clerk's Office. Each Lot constitutes one (1) residential dwelling unit. This Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners of Lots, with the exception of the Class B Member. Class A Members shall be entitled to one (1) vote for each Lot owned by said Class A Member. In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Declarants. The Class B Members shall be entitled to twenty (20) votes for each Lot owned. The Class B Membership shall terminate on the date on which Declarant has transferred to Class A Members a total of ninety-five percent (95%) of total anticipated number of Lots that may be developed on the Property. The Declarant may terminate its Class B Membership at any time by filing with the Association and in the Clerk's Office a written certificate terminating Declarant's interest as Class B Member. At such time as the Declarant's Class B Membership terminates, the Declarant shall become a Class A Member to the extent and for the period during which the Declarant owns any Lot in the Property.

Section 5. Quorum. At any meeting called to vote on taking any action authorized under this Declaration, an amendment to, or, the termination of this Declaration, the presence of Members or of proxies entitled to cast twenty-five percent (25%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, and the presence of Members or of proxies entitled to cast ten percent (10%) of all votes shall constitute a quorum at the subsequent meetings called for the same purpose. Written notice of said meeting shall be hand delivered, mailed postage prepaid, or, emailed to all Members not less than fifteen (15) days prior to the date of the meeting.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the taking of any vote by the Members. Every proxy shall be revocable and shall automatically cease (i) upon conveyance by the Member of his or her Lot, or, (ii) if the Member giving the proxy personally attends the meeting to which the proxy pertains. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members.

Section 7. Voting Rights Abated. Voting rights are abated for any Lot where the current Owner is subject to past due and delinquent assessments, that are in excess of 30 days past due. Voting rights resume after all past due Assessments, including all past due charges and costs of collection, are brought current.

Section 8. Rules. The business and affairs of the Association shall be managed by the Board of Directors. The number of Directors and election of Directors shall be governed by this Declaration and by the Bylaws of the Association. The Board may make such rules and regulations consistent with the terms of the Declaration, as may be amended, and the other governing documents of the Association as it deems advisable for the benefit of the Association.

ARTICLE IV - MAINTENANCE

Section 1. Sidewalks. The initial construction of the road frontage sidewalks shall be borne and completed by Declarant or its designee. As of the date the Declarant installs the Common Area improvements, the cleaning, repair, maintenance, upkeep, improvement, snow removal, enhancement and replacement of the sidewalks within the Common Area shall be borne by the Association. All walkways running from road frontage sidewalks to the door of all Lots will be maintained, replaced, improved or repaired by individual Lot Owners, except that snow and ice removal shall be a function of the Association. The road frontage sidewalks that are within the Public Right of Way are planned to be maintained by the Commonwealth through the Virginia Department of Transportation, once accepted, and subject to all applicable governmental ordinances, including ordinances relating to snow and ice removal by Owners, if applicable. The Association shall include sidewalk snow removal as part of the services provided by the Association.

Section 2. Maintenance of Drainage and Storm Water Run-Off Control Measures. The County has required certain drainage and storm water run-off control measures to be constructed, maintenance, inspected, replaced and repaired as part of its approval of the development of Village Oaks. This subdivision will be subject to a separate Storm Water Management Agreement with the County. The initial construction of the drainage and storm water run-off control measures shall be borne and completed by Declarant. As of the completion date, the repair, maintenance, upkeep, improvement, enhancement and replacement of the drainage and storm water run-off control measures shall be borne by and are the responsibility of the Association. These facilities include, but are not limited to, storm sewers, drainage channels, biofilters and basins.

Section 3. Maintenance of Identification Signs. The Declarant has determined that it is desirable to construct, install, and maintain community and street identification signs within Village Oaks. The initial construction and installation of community and street identification signs deemed appropriate by Declarant shall be borne and completed by Declarant. After the installation of any such sign, the repair, maintenance, upkeep, improvement, enhancement and replacement of community identification signs shall be borne by and be the responsibility of the Association. On Roads accepted in to the Public Road System, the road signs shall meet the required standards and be maintained by the Commonwealth of Virginia's public road authorities. All signs in the subdivision shall be accordance with the requirements of the public road authorities.

Section 4. Maintenance of Public and Private Roads.

(a) Right of Dedication. The Declarant shall have the right and power to dedicate to public use certain Roads, shown as Public on the Plat, so that the same may be accepted into the Commonwealth of Virginia's public road system and thereby be publicly maintained ("Public Roads").

(b) Regulation of Traffic and Parking. Until the Public Roads are accepted for public use and maintenance, the Declarant, during the Declarant Control Period, and thereafter, the Board of the Association, shall have the right and power to place any reasonable restrictions upon the use of the

Public Roads, including the establishment of speed limits and regulation of parking along the Roads. Nothing herein shall be construed to delegate any aspect of the police power of the County or of the Commonwealth of Virginia, as all such regulation shall at all times be subject to applicable State and County regulation.

(c) Responsibility for Maintenance of the Public Roads. The initial construction of the Public Roads shall be paid for by and shall be completed by the Declarant or its assigns. Upon completion of the construction of the Roads, the cost of Maintenance, upkeep or replacement of all Roads and sidewalks located within the established Public easements or right of ways in Village Oaks Subdivision shall be the sole responsibility of the Declarant until accepted into the Public Road System, except that the Association shall pay for snow and ice removal from the roadways and sidewalks until acceptance into the Public Road System. **No such cost will be borne by the County of Fluvanna or the Commonwealth of Virginia or any other public agency until accepted into the Public Road System.**

(d) Responsibility for Maintenance of the Private Roads. The initial construction of the Private Roads shall be paid for by and shall be completed by the Declarant or its assigns. Upon completion of the construction of the Private Roads, the cost of Maintenance, upkeep or replacement of all Private Roads and sidewalks located within the established Private easements or Private right of ways in Village Oaks shall be the sole responsibility of the Association as set forth below:

(i) Minimum Standards: The Private streets shall be maintained within the width easements and the paved travel surface, to be maintained in perpetuity to substantially the same condition it was in when approved by the County and initially constructed by the Declarant. The travelway shall at all times be maintained so that it is safe and convenient for passenger automobiles and emergency vehicles at all times except in severe temporary weather conditions.

(ii) Maintenance. For purposes of this instrument, 'maintenance', includes the maintenance of the private streets or alleys, and all curbs, curbs and gutters, drainage facilities, utilities, dams, bridges and other private street improvements, and the prompt removal of snow, water, debris, or any other obstruction so as to keep the private street or alley reasonably open for usage by all vehicles, including emergency services vehicles. The term "to maintain," or any derivation of that verb, includes the maintenance, replacement, reconstruction and correction of defects or damage.

(iii) Cost of Maintenance. The Owner(s) of Lots shall be equally responsible for the cost of the maintenance of, and or repair to the Private Street, by and through the Home Owner's Association. **No public agency, including the Virginia Department of Transportation and the County of Fluvanna, Virginia, will be responsible for maintaining any improvement identified as part of the Private Rights of Way in Village Oaks.**

(iv) When to Maintain. After the initial construction of the Private Streets, any further construction, maintenance or repair shall be undertaken with the approval of the Declarant or the Board of the Association. The cost and obligations to pay for Private Road Maintenance shall be part of the Assessment structure of the Association.

(e) Parking Areas. Each Lot is **required to utilize garage and driveway parking to the fullest extent**, first and foremost, for parking their automobiles. Any parking areas that are established in Village Oaks will be used and maintained according to rules to be adopted by the Board. Such parking

spaces may be assigned to individual Lots and/or reserved as guest parking, to be determined and modified from time to time according to rules established by the Board. Available Parking spaces will NOT be allocated evenly to every Lot or Owner. The Parking Areas will be along the Private Roadways and maintained in the same manner as the Private Roads in (d) above.

Section 5. Maintenance of Grounds. The initial grading, seeding, and landscaping of Common Areas, entrance features, and, storm water management facilities, as deemed appropriate by Declarant, shall be borne and completed by Declarant. Upon completion of the Common Areas, entrance features and storm water management facilities, the Association shall be responsible for the maintenance of all grass, and the maintenance of, and in its discretion, the replacement of, all shrubbery and other plantings within the Common Area, which are either natural or were planted by Declarant within the Common Areas and the costs of such maintenance shall be an expense of the Association. Except as otherwise provide for herein, it is each Owner's responsibility to maintain all landscaping, shrubbery and plantings on its own Lot.

Section 6. Maintenance of Common Areas Improvements. After the initial installation by the Declarant is complete, the Association shall be responsible for the upkeep, maintenance, management, operation and control of the Common Area and all improvements thereon, including but not limited to, sidewalks, playground equipment, benches, clubhouse, all fixtures, personal property and equipment related thereto, and the Association shall be responsible for paying personal property and real estate taxes, if any, on the Common Area and all improvements and personal property located thereon. The responsibility of the Association with regard to the upkeep, maintenance, management, operation and control of such Common Area shall include any and all sidewalks and trails, parks, playgrounds, playing fields, the community meeting space, open space areas and all of the access and parking areas for any such facilities. The Association shall keep the Common Area in good, clean and attractive condition as determined by the Board. Notwithstanding any other provision of this Declaration, if any Owner through his own negligence or through his construction, development or other unusual activity on his/her Lot causes damage to any portion of the Common Area, then he/she shall be solely and exclusively responsible for the repair of such damage without the benefit of contribution from the other Owners, the Declarant or the Association.

Section 7. Maintenance of Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of any townhouse or attached dwelling unit upon the Property subject to this Declaration and placed on the dividing line between Lots shall constitute a party wall. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may repair or restore it, and if the other Owners shall contribute to the cost of repair or restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision, any Owner who by his

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negligent or willful act causes the party wall to be exposed in the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner shall be appurtenant to run with the land and shall pass to such Owner's successor in title.

(f) Association's Right to Repair and Maintain. In the event that any Owner shall fail to maintain a party wall in a manner satisfactory to the Board of Directors, the Association, after thirty (30) days' prior written notice to such Owner and upon the affirmative vote of a majority of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon such Lot and to repair, Maintain and restore the party wall. The cost of such repair and maintenance shall be added to and become a part of the Assessments to which such Lot(s) is subject, plus an administrative fee of Twenty Percent (20%) of the cost of such work, or, Fifty Dollars (\$50.00), whichever is greater.

Section 8. Maintenance of Lots and Structures on Lots.

(a) Maintenance by Owner. Exterior maintenance on improvements and dwelling units is NOT required to be performed by the Association. Except as otherwise provided for in this Declaration, the Owner of such Lot shall perform such maintenance, repair and replacement, and shall keep his Lot and all structures thereon in good order, condition and repair, including but not limited to:

(i) Exterior painting of trim, doors, shutters, siding and any other painted surface, as required and approved by the Board (or as may be delegated by the Board to the Architectural Review Board);

(ii) Power washing;

(iii) Roof repair and replacement.

(iv) All trash and debris removal from the Property, as well as all tree and branch maintenance for trees located on an Owners' Lot.

(v) Watering. The Declarant and/or the Association are not responsible to water lawns or landscaping on Lots. Individual Lot Owners are responsible to adequately water the lawn and landscaping on their individual Lot. Failed plantings, trees and/or lawns are the Lot Owners obligation to cure.

(vi) Street Lighting. Village Oaks will be lit with light from a required post lamp and/or porch lamp on each Lot as approved by the Declarant, and later by the ARB. Such light will be activated by a photo-sensor at each dwelling. Owners must ensure that their required lamp is operating correctly and must replace burned out bulbs.

(vii) All of the above maintenance items shall be governed by standards established by the Declarant during the Development period, and thereafter, by the Board (or as may be delegated by the Board to the Architectural Review Board).

(viii) In the event that any Owner shall fail to Maintain, repair and/or replace any item of maintenance, repair or replacement for which he is responsible in a manner satisfactory to the Board of Directors, the Association, after thirty (30) days' prior written notice to such Owner and upon affirmative vote of a majority of the Board of Directors, shall have the right (but not the obligation) to

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provide such maintenance, repair and/or replacement as in the opinion of a majority of the Board of Directors is required, and the cost thereof plus an administrative fee of 20% of the cost of such work or Fifty Dollars (\$50.00), whichever is greater, shall be assessed against the Owner of such Lot and added to and become a part of the Association's assessment accounts as determined appropriate by the Board of Directors. In addition, the Board has the authority, but not the obligation, to initiate certain community-wide exterior maintenance and provide for the same under regular or special assessment as provided for herein.

(b) Maintenance by the Association. The Association shall provide exterior maintenance as follows:

(i) Limited Landscaping. Landscaping Maintenance by the Association shall include periodic lawn cutting services that are contracted for on each Lot by the Board of the Association. These landscaping services may also include routine thatching, fertilizing and aerating, at the discretion of the Board. Lawn cutting inside of fenced areas on a Lot may be limited and restricted, according to rules set forth by the Board of the Association. Lawns and yard within fences may be required to be maintained by Owners under Section 8(a) above.

(ii) Mulch in landscaped beds. The Association may also include periodic mulch services for landscaping beds and/or trees that are in the front of a lot, or, in the front and on one (1) side for corner or end unit Lots.

(iii) Leaves. Leaf cleaning from gutters and downspouts, to prevent overflow and clogging of the drainage systems.

(iv) Sidewalk Snow/Ice Removal. The Association shall provide snow and ice removal from the connective neighborhood sidewalks adjacent to the Roads, as well as for private lead walks or driveways on each Lot.

(v) All of the above maintenance items shall be governed by standards established by the Declarant during the Development period, and thereafter, by the Board.

Section 9. Blanket Easement. There are hereby reserved to the Association blanket easements over the Property and all Lots to enable the Association to fulfill responsibilities under this Article. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of the property which it does not own except to the extent that it has been willfully or grossly negligent in the performance of its maintenance responsibilities.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area and Common Area Improvements shall be a Common Expense to be allocated among all Lots, subject to the right of the Association to seek reimbursement and other damages from any person or Owner responsible for any damage caused to the Common Area and/or Common Area improvements. In the event that the need for maintenance, repair or replacement to be provided by the Association is caused through the willful or negligent act or omission of an Owner, his family, guests, tenants, or invitees, the costs of such maintenance, repair or replacement shall be charged to the Lot Owner as an assessment and the charge upon the land is in addition to annual and special assessments.

ARTICLE V - INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall obtain blanket "all-risk" property insurance, for all insurable improvements on the Common Area. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction of an insured hazard.

The Board shall also obtain a public liability policy covering the Area of Common Responsibility, insuring the Association and its Members from all damage or injury caused by the negligence of the Association, employees or agents, or any other person who has a right to occupy a Lot.

In addition to the other insurance required by this Section, the Board shall obtain as a Common Expense, if and to the extent required by law: worker's compensation insurance, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds; and flood insurance, if required by FNMA and reasonably available.

The amount of fidelity coverage shall be determined in the directors' best business judgment but, may not be less than one tenth (1/10) of the annual Base Assessments on all Lots, plus reserves on hand. Bonds shall contain a waiver of all defense based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, which shall be included in the Base Assessment, subject to any other covenants or agreements relating thereto. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Virginia which holds a Best's rating of A or better as established by A.M. Best Company, Inc., if reasonably available or, if not available, the most nearly equivalent rating which is available;

(b) All insurance on the Area of Common Responsibility shall be for the benefit of the Association and shall be written in the name of the Association as trustee for the benefited parties;

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees;

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" property insurance on the Lot(s) and structures constructed thereon. Each Owner may be required to provide evidence of such coverage to the Association. With respect to the policy contemplated in this provision: a) the policy shall guarantee replacement cost; and b) the policy shall adjust to inflation.

Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Lot, the Board may impose requirements regarding the standards for rebuilding or reconstructing structures on the Lot or the standard for returning the Lot to its pre-construction condition. Further, in the event of a total loss or damage to structures comprising an owner's Lot or Lots, said structures and units shall be reconstructed.

The Association shall not be liable, under any circumstances, for any failure by an Owner to provide the Association with evidence of coverage as contemplated by this Section.

Section 3. Damage and Destruction of Common Area Improvements Conveyed to the Association. This Section applies to Areas of Common Responsibility after conveyance of any such Area of Common Responsibility from the Declarant to the Association. Prior to such conveyance, risk of damage and destruction remains with the Declarant

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall provide with the filing an adjustment of all claims arising under such insurance and obtain reliable and detailed estimate of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by change in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total Class "A" vote of the Association decide within one hundred and twenty (120) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right participate in the determination of whether the damage or destruction to Common Area or common property of a Neighborhood Association shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then the affected portion of the Properties shall be cleared of all debris and ruins and maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standards.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstructions as hereinafter provided. Any proceeds remaining after defraying such cost of repair

or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against those Owners of Lots responsible for the premiums for the applicable insurance coverage under Section 2 of this Article. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI - NO PARTITION

Except as is permitted in this Declaration or amendments thereto, neither the Association, any member of the Board of Directors, or any Unit Owner shall consent to a judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof consent to any judicial partition unless the properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration. This Article shall not be construed to limit or prohibit the Declarant's rights to adjust boundary lines, re-subdivide, and/or remove certain parcels or Lots within the subdivision as set forth in Article VIII.

ARTICLE VII – CONDEMNATION

Whenever all or any part of the Common Area shall be taken by any authority having the power to condemnation or eminent domain, each Owner shall be given a notice of such by the Association. The award made from such taking shall be payable to the Association pursuant to Section 55-516.2 of the Code of Virginia, 1950, as amended.

ARTICLE VIII - ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The provisions of the Article are intended to address additional property that may become subject to this Declaration, as well as the common administration of different subdivisions under a common Association. Nothing herein permits the Declarant or the Association to add land to an existing subdivision or to create a new subdivision of land without required County approvals. Nothing herein permits the Declarant or the Association to alter or amend any County zoning or subdivision requirements relating to any parcel of land.

Section 2. Additional Property subject to this Declaration Membership. Declarant shall have the unilateral right, privilege, and option from time to time and at any time to include any property, described in Exhibit "A and Exhibit B," whether such property is now owed or subsequently owned by the Declarant, and which is adjacent or contiguous to or located within a two (2) mile radius of property already forming part of the Property measured from the then-existing boundary of the Property, into the Association by making the same subject to the covenants, conditions and restrictions set forth in this Declaration. For purposes of this Section, adjacent or contiguous property includes any property which is separated from the Property by a natural or man-made barrier including, but not limited to any rivers,

roadways, paths or other barrier. Such addition of property subject to this Declaration shall be accomplished by filing in the Clerk's Office a Supplemental Declaration signed by the Declarant. Such addition of property to this Declaration is limited by and subject to Section 1 above. After the Declarant no longer owns any property subject to this Declaration, the right contained in this Article to subject additional property to this Declaration shall be the right of the Association and subject to the consent of the then current owners. Such additions by the Association shall require the affirmative vote of a majority of the Class "A" votes of the Association (entitled to vote). Such addition of property subject to this Declaration shall be accomplished by filing in the Clerk's Office a Supplemental Declaration signed by the Board. Such addition of property to this Declaration is limited by and subject to Section 1 above.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit "A" or "B", or which is hereafter subjected to this Declaration, which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members. Any addition of property to this Declaration is limited by and subject to Section 1 above.

Section 4. Additional Covenants and Easements. The Declarant may unilaterally subject portions of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, while such impacted property is still owned by the Declarant. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the addition of the subject property. Such additional covenants and easements shall require the written consent of the Owner(s) of such property, if other than the Declarant.

Section 6. Amendment. This Article shall not be amended without the prior written consent of the Declarant, so long as the Declarant owns any property subject to this Declaration.

ARTICLE IX - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall own and be responsible for the exclusive management and control of the Common Area, all improvements thereon and those portions of the Lots specified in Article IV hereof and shall keep these areas in good, clean, and attractive condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-wide Standard as established and determined by the Board.

Section 2. Personal Property and Real Property for Common Use. The Association, through actions of its Board of Directors, may acquire, hold, sell, convey, lease and dispose of tangible and intangible personal property and real property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Common Area, the appearance and maintenance of Lots, and, other community standards, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of this Declaration, the Bylaws or Rules and Regulations of the Association may include reasonable monetary charge and/or the suspension of the right to vote and/or the right to use any recreational facilities or parking areas on the Common Area. The Board also shall have the power to seek relief in any court for violations or to

abate nuisances or to assess damages. Imposition of sanctions shall be as provided in the Bylaw of the Association.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege and/or the proper administration of the Association.

ARTICLE X – ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this Declaration, as may be amended from time to time. There shall be two (2) types of assessments: (a) base Assessments to fund common expenses for the benefit of all Members of the Association which shall be levied equally on all Lots and which may include an element for reserves, and, (b) Special Assessments as described in Section 4 below. Each Owner of an Improved Lot, other than the Declarant or a builder, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments. All Assessments constitute a continuing lien against an Owner's Lot.

All assessments, together with interest (at a rate equal to the greater of twelve percent (12%) per annum, or the legal rate of interest as defined in Section 6.2-303 of the Code of Virginia, as the same may be amended from time to time, as computed from the date delinquency first occurs, late charges, costs, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, costs of collection and reasonable attorneys' fees also shall be the personal obligation of the Person(s) who was the Owner of such Lot at time the assessment arose, and in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first or second Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and shall be due and payable in advance.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment to the Association of any assessments therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

The Association shall be entitled to collect all fees and costs of collection, including reasonable attorneys' fees, and every Owner by accepting a deed to property in the Association, whether so expressed in the deed or not, covenants and agrees to pay the same. The obligation to pay assessments is a separate and independent covenant on the part of each Owner; and no Owner may waive or otherwise exempts himself or herself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged

failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any local or other governmental authority.

The annual assessments shall be in an amount sufficient to pay for all costs and responsibilities of the Association, including, but specifically not limited to, the payment of taxes on commonly held property and the payments for repairs and maintenance and replacement of facilities in Common Areas.

Section 2. Non-Payment and Remedies. The Board of Directors shall take such prompt action as may be necessary to collect any assessment for common expenses or any installment thereof due from any Lot Owner which remains unpaid beyond the due date. The Board of Directors shall, have the authority to establish the date on which any payment is late and deemed to be in default. Upon a default, the delinquent Lot Owner, in addition to all other charges, including interest, costs and attorneys' fees, shall also be liable for a late fee in an amount to be established by the Board of Directors. If payment of the total assessments, or of any installment thereof, including special assessments, is not made on or before the date of default, the entire balance of assessments due on the account for the Lot for the remainder of the fiscal year shall be accelerated and due in full. Upon default, the Board may in its discretion, turn the account over to legal counsel and/or a collection agency.

If turned over to counsel or a collection agency, all costs and reasonable attorneys' fees actually incurred by the Association from the inception of collection involvement with the account through resolution, if any, regardless of whether litigation has been initiated to enforce payment of the delinquent assessments, shall be added to the delinquent account. If payment in full of the amount then due is not received by legal counsel or the Association within ten (10) days after the notice of legal action has been sent, a Memorandum of Lien may be filed against the Lot Owner's Lot and may include: any and all applicable late fees, interest, costs, reasonable attorneys' fees actually incurred and accelerated assessment amounts through the end of the fiscal year. The attorneys' fees and costs secured by the Memorandum of Lien shall be separate and independent of any costs and attorneys' fees actually incurred by the Association in any effort by the Association taken personally against a delinquent Lot Owner to enforce payment of any past due assessments.

Non-receipt or lack of notice claimed by the delinquent Owner shall not prevent the Association from filing a lien within the statutory deadline. Upon default, the Association may, in its discretion, file a civil suit against the delinquent Lot Owner, and the Association may initiate any available foreclosure remedy to enforce payment of the debt.

If an account remains delinquent after the filing of a lien or civil suit, legal counsel for the Association shall take other appropriate legal action to collect the amounts due unless directed otherwise by the Board of Directors. If the Association receives from any Lot Owner, in any accounting year, two or more checks returned for insufficient funds for payment of assessments or other charges. The Board may require all future payments to be made by certified check, cashier's check, money order, or, other secure payment method acceptable to the Board, for the remainder of the fiscal year. The Association is not restricted by any election of remedies and may simultaneously proceed with legal action against a delinquent Owner's property, including foreclosure, and the delinquent Owner personally, as well as initiate any restriction against a Lot Owner as may be authorized by the Board in accordance with the Declaration and Bylaw.

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Any payment that is received by legal counsel or the Association that does not pay the Lot Owner's account balance with the Association in full shall be credited first to the oldest debit in each category described below until each category is paid in full, in the following order:

- 1) Charges for the actual costs and reasonable attorneys' fees incurred by the Association subsequent to the delinquent account being turned over to legal counsel for the prosecution of an action to enforce payment of the debt, regardless of the results of litigation or whether litigation has been initiated against the delinquent Lot Owner;
- 2) All returned check charges;
- 3) All late fees;
- 4) Interest;
- 5) Unpaid installments of the annual assessments or special assessment which are not the subject matter of suit in the order of their coming dues; and
- 6) Unpaid installments of the annual assessment or special assessment which are the subject matter of suit in the order of their coming due.

In the event of a delinquency by a Lot Owner, the Board of Directors may reject any offer of partial payment and demand payment in full of all amounts owed to the Association. Acceptance of any partial payments or any waiver by the Board granted specially to any Lot Owner's assessment account of any of the fees and costs established herein or in the Bylaws or any Rules and Regulation, shall be on a case by case basis, if at all, and in no way shall it constitute a waiver of the Board's authority to enforce payment of all amounts owed in accordance with this Declaration, including turnover to the Association's legal counsel for collection.

For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or, (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rate for such a loan in the local area of the Properties. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given connection with such loan. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or material or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

Section 3. Computation of Base Assessment. It shall be the duty of the Board, at least fifteen (15) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common expenses and reserves of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund, at the discretion of the Board, in accordance with a budget separately prepared, as provided in this Article. The budget may also include, at the Board's discretion, any amounts necessary to furnish all equipment, material, labor and other items necessary to provide waste and recycling collection or any other services for each Lot on a community-wide basis.

The Base Assessments to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common expenses, including reserves.

Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessments by taking into account: (a) Other sources of funds available to the Association; and, (b) Assessments to be levied upon additional Lots reasonable anticipated to become subject to assessment during the fiscal year.

If any recreational facilities on the Common Area are owned or leased by the Association, the determination of the annual recreational facilities expenses shall be shown as a separate line item on the budget.

So long as the Declarant has the right unilaterally to annex additional property pursuant to Article VIII hereof, the Declarant may elect on an annual basis, but shall not be obligated to reduce the resulting Base Assessments for any fiscal year by payment of a subsidy (in addition to any amount paid by Declarant under Section 1 above); provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the declarant to continue payment of such subsidy in future years.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Lot for the following year to be present to the Owner's at the Annual Membership meeting. Such budget and assessment shall become effective unless disapproved at a meeting of the Association by at least two-thirds of the total Class "A" votes in the Association, and by the Class "B" Member, if such exists. Notwithstanding the foregoing, however, in the event the Board fails for any reason to determine the budget for any year, or, if such budget is disapproved at a meeting of the Association then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year, along with an increase of ten percent (10%).

Section 4. Special Assessments.

(a) Entire Membership. The Board of Directors may levy Special Assessments from time to time pursuant to the Virginia Property Owners' Association Act, Section 55-508 *et seq.* of the Code of Virginia, 1950, as amended. Special Assessments shall be levied against the entire membership in such manner as the Board determines equitable. Special Assessments pursuant to this paragraph shall be payable in such manner and at such time as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Less Than All Members. The Board of Directors may levy a Special Assessment against any Member individually and against such Member's Lot to reimburse the Association for costs incurred in bringing a Member and his or her Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, or the Association rules, which Special Assessment may be levied upon the vote of the Board after notice.

Section 5. Effect of Non-Payment of Assessments. All Assessments, shall also secure all interest and costs of collection, including reasonable attorney's fees, whether suit is brought or not, which may be incurred by the Association in enforcing said Assessment and lien. Any Assessment and/or Reserve

Fund Assessment which is not paid when due shall bear interest from the date when due until paid at the rate of fifteen percent (15%) per annum, and in addition, the Owner shall pay a fixed late fee of \$10.00 per month, billed monthly beginning fifteen (15) days after the due date for any payment not received by the Association when due. Such late fee may be increased or decreased by the Board. In the event that any Owner is more than thirty (30) days delinquent in the payment of any Assessment (fees, charges and interest), the Association shall have the right and power to accelerate the balance of the calendar year's Assessments and/or Reserve Fund Assessments and to consolidate said balance with any delinquent amount. In addition, all voting rights of an Owner shall cease when an Owner is more than thirty (30) days delinquent in payments until all delinquent Assessments, fees, charges and interest are brought current.

Section 6. Lien for the Payment of Assessments and Subordination of Lien to First Mortgage. There shall be a continuing lien upon each of the individual Lots subject thereto in order to secure payment of any of the Assessments provided for in this Declaration, but such lien shall be at all times subject and subordinate to any first mortgage or deed of trust placed on the Lot at any time. However, at such time as the Association places to record in the Clerk's Office a notice of delinquency as to any particular Lot on a form prescribed by the Board of Directors, then, from the time of recordation of said notice, the lien of such delinquent Assessments in the amount stated in such notice shall be a lien prior to any subsequently recorded first or second mortgages or deeds of trust in the same manner as the lien of a docketed judgment in the Commonwealth of Virginia. The lien of Assessments provided for herein, whether or not notice has been placed on record as above provided, may be foreclosed by a bill in equity in the same manner as provided for the foreclosure mortgages, vendor's liens, and liens or a similar nature. A statement from the Association showing the balance due on any Assessment and/or Reserve Fund Assessment shall be *prima facie* of the current Assessment delinquency, if any, due on a particular Lot. The lien of the Assessments provided for in Article X shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect any Assessment lien; provided, however, that the sale or transfer of any Lot pursuant to the foreclosure of a Mortgage 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. No sale or transfer of any Lot shall relieve an Owner from liability for any such Assessments due and owing prior to the date of conveyance of the Lot. No amendment to this Section shall affect the rights of the holder of any First Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 7. Reserve Budget and Capital Contribution. The Board of Directors shall prepare and develop a reserve budget and reserve fund, but not necessarily a reserve study, to assure the existence of adequate funding for the maintenance of the Lots and the Common Area and the maintenance, repair and replacement of the recreational facility, as called for by this Declaration. The Board may fix the required capital contribution in an amount sufficient to permit meeting the projected need of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in this Article. During the initial construction of the subdivision, this process may be abated by the Board until such time as the amenities in the common areas are substantially completed.

Section 8. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence at closing upon the issuance of a Certificate of Occupancy ("CO")

and the conveyance of an Improved Lot to a person or party other than the Declarant, or a Builder or their successors or assigns. Builders commence the payment of assessments commencing thirty (30) days after the issuance of a CO on Lots still owned by the Builder.

Section 9. Subordination of the Lien to First and Second Mortgagees. The lien of assessment, including interest, late charges and costs (including attorney's fees) provided for herein, shall be superior to all other subsequent liens and encumbrances except: (i) real estate tax liens on that Lot; (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) sum owed on and owing under any mortgage or deed of trust recorded prior to the perfection of the assessment lien. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first or second mortgage shall relinquish the lien of such assessments as to payments which became due prior to such sale or transfer, unless otherwise provided for by law. No sale or transfer shall relieve such Lot from a lien for any assessment thereafter becoming due. Where the Mortgagee holding a first or second Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of Mortgage, Mortgagee shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title, unless otherwise provided for by law. Such unpaid share of Common Expenses or assessments shall be deemed a Common Expense, collectible from all Owners of all the Lots, including such acquired Lot.

Section 10. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owners from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

Section 11. New Owner Set Up Fee. There is a New Owner Set Up Fee in an amount to be set annually by the Board with the annual budget. The initial amount of the New Owner Set Up Fee will be \$50.00, until changed by the Board. Said amount is payable to the Association, upon the recordation of a new Deed to any Lot after the issuance of a CO. The fee may be assigned by the Board to a Management Company for the administrative costs associated with establishing a new Lot Owner in the records of the Association for mailings, e-mails, accounting and other communications. The fee is imposed on a per Lot basis to new Owners as evidenced by a Deed of conveyance to the Property in arm's length transactions after the issuance of a CO, upon all such sales and resales. It is the intention of this Section to exclude certain conveyances, including but not limited to, Deeds to the initial builder on the Lot, Deeds of Gift between family members, bequests under a will, transfers by the Declarant, as well as court ordered transfers.

Section 12. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessment and Special Assessments:

- (a) All Common Area;
- (b) All property dedicated to and accepted by any government authority or public entity including without limitation public schools, public buildings, public streets, and public parks, if any; and
- (c) All Unimproved Lots owned by the Declarant or a Builder or its successors and assigns.

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(d) All Improved Lots owned by the Declarant or a Builder or its successors and assigns for thirty (30) days following the date of the Certificate of Occupancy. Thereafter, such Property is no longer exempt.

ARTICLE XI - ARCHITECTURAL STANDARDS

No structure shall be placed, created or installed upon any Lot. No construction (which term shall include within its definition staking, clearing, excavation, garaging and other site work), no exterior alteration or modification of existing improvements, including fence and brick wall installations, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to Section 1 and 2 below. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 1 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

Section 1. Architectural Review Board, a Committee. The Board of Directors may establish a Committee called that Architectural Review Board ("ARB") to consist of at least two (2) and no more than five (5) persons, all of whom shall be appointed by, and shall serve at the direction of, the Board of Directors. Members of the ARB may include architects or similar professionals who are not Members of the Association. The ARB, if established, shall have exclusive jurisdiction over modifications, additions or alternations made on or to existing Lots or to structures, including dwellings, located on the Lots, and the open space, if any, appurtenant thereto. While the Declarant owns any property subject to this Declaration, the Declarant shall have the right to veto any action taken by the ARB which the Declarant determines, in its sole discretion, to be inconsistent with the guidelines for construction promulgated by the Declarant. The ARB shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with those of the Declarant. In addition, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alternations, shall be submitted to the ARB for approval as to quality of workmanship and design as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. The ARB may have required forms for submissions. The Board of Directors shall set applicable fees for ARB submittals. If no ARB is appointed, then the Board of Directors shall act as the ARB.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of any structure on his Lot, or to paint the interior of any structure on his Lot any color desired; provided however, modifications or alterations to the interior of screened porches, patios, and similar portions of a dwelling which are visible from outside the Lot shall be subject to approval. If approval of such plans and specifications is neither granted nor denied within thirty (30) days following receipt by the ARB of written requests for approval, the party making the submission for approval shall deliver written notice to the ARB of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed to be approved.

Section 2. No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not, be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 3. Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARB may be excluded by the Board from the Property without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

Section 4. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARB shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other ornamental requirements. Neither the Declarant, the Association, the Board of Directors, the management company, any committee, nor member of any of the foregoing, shall be held liable for any injury, damages or loss arising out of the manner or quality of construction on or modifications to any Lot.

Section 5. Set back. The building setback lines ("BSL") and/or setback requirements shown on the Plat are set forth solely for informational purposes to show the setback requirements imposed by the zoning ordinance of the County, in effect on the date of approval of such plat. Relief from any violation of such setback requirements may be effectively and conclusively obtained by a variance or variances granted by the County's Board of Zoning Appeals, or its successor governmental body.

ARTICLE XII - USE RESTRICTIONS

The Association, acting through its Board of Directors, shall have authority to make and to enforce rules, standards and restrictions governing the use of the Property consistent with this Declaration, in addition to those contained elsewhere in this Declaration, the Board can impose reasonable user fee for use of Common Area facilities. Such rules, regulations and use restrictions shall be binding upon all Owners, occupants, tenants, guests, invitees, and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of the Members representing at least two-thirds (2/3) of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

Section 1. Signs and Flags. No billboards, signs or flags of any kind shall be erected, maintained or displayed on any Lot except with the prior approval by the ARB. Except, that the Declarant, its successors and/or assigns and other third party home builders may post a model home sign, lot marker signs and for sale signs on available lots and in the common areas, until the Declarant has sold or transferred the last Lot. All other "for sale" and/or "for rent" signs are limited to signs that are no larger than 2.5 feet in height and width. Each Lot may only display one (1) "For Sale" or "For Rent" sign at any given time. Each Lot is permitted to display one American Flag on a pole attached to a front porch or other first floor frontage of the dwelling. Said flag shall not exceed 3 feet by 5 feet in size. Other decorative flags are not permitted. No political or party signs supporting or opposing any candidate for political office or ballot initiative of any kind shall be permitted on any Lot. Further, the Board of Directors shall have the authority to promulgate such additional rules as may be necessary to regulate the use and display of signs of any kind erected on a Lot or the Properties of the Common Areas.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Each Lot is required to utilize garage and driveway parking to the fullest extent, first and foremost, for parking their automobiles. Vehicles owned, leased or operated by an Owner or an occupant or his or her tenant, guest, family member or other invitee shall be parked only in the garage or driveway serving the Lot, or in such other paved areas as have been designated by the

Board of Directors for parking vehicles. A maximum of two (2) vehicles may be parked outside the garage on any paved area, if any, of a Lot. On-street parking in the Village Oaks Community shall be as determined by the Board of Directors in accordance with this Declaration. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the Declarant.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, including golf carts and all-terrain vehicles, trailers (either with or without wheels), campers, camper trailers, boats, and other watercraft, and boat trailers shall be prohibited on the Properties, unless completely enclosed in a garage and not visible from adjacent Lots or Common Area property. Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates, registration or permits, shall not be permitted on the Properties except within enclosed garages. Vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. For purpose of this Section a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such periods of times as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. In addition, campers and RV are permitted for a twenty-four (24) hour period, for the sole purposes of temporary loading and unloading, so long as such camper or RV fits within the Owner's driveway along with all other vehicles of the Owner. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Bylaws, Declaration, or, Rules and Regulations adopted by the Board.

Section 3. Occupants Bound. All provisions of the Declaration, Bylaws, any applicable Supplemental Declarations, and rules and Regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, residents, tenants, guests and invitees (collectively "occupants") of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental Declaration, and all Rules and Regulations of the Association. Every Owner shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets, not to exceed a total of three (3) pets, may be permitted in a Lot. No pets shall be kept, bred or maintained for any commercial purpose. All pet animals must be secured by a leash or lead and under the control of a responsible person and obedient to that person's command at any time they are permitted outside a residence on the Lot property or Common Area. Animals may not be tied up or penned up outside. Each Owner shall be strictly liable to each and all remaining Owners, their families, guests, permittees and invitees and to the Association, for any and all damage to person or property caused by any such pet brought upon or kept on the Properties by such Owner or by his family, guests, permittees, or invitees. Each Owner keeping pets on his or her Lot will comply with all requirements of law applicable to such animal. Each Owner or resident shall be responsible at all times to clean up any waste of their pet anywhere on the Property. The Board of Directors shall have the power to adopt, publish, amend and enforce Rules and Regulations governing the keeping of pets by members of the

Association and their families and guests and to establish penalties for the infraction thereof, to the extent such Rules and Regulations do not conflict with this provision.

Section 5. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quite, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on or upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound devices, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited on the Property.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might lend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

Section 7. Antennas. Except as otherwise provided by law, including the Federal Telecommunication Act of 1996 and the rules promulgated by the Federal Communications Commission pursuant thereto, no satellite dishes or antennas shall be allowed on any Lot property. To the extent it is reasonable, the preferred location and installation site for permissible satellite dishes and antennas shall be only in the rear of a dwelling or in the rear portion of the Lot property. If such preferred locations preclude the receipt of an acceptable quality on any Lot, then the Owner should use his or her best efforts to install the equipment in the most innocuous location available here an acceptable quality signal can be received. Satellite dishes which are one meter or less in diameter should be reasonable screened from view from any other Lot or Common Area.

Section 8. Driveway. All homes constructed on the Property shall be accessed by a driveway of a type and quality in keeping with the requirements of Section 32 hereof.

Section 9. Clothesline, Garbage Cans, Tanks, Etc. No clotheslines shall be erected or installed on the exterior portion of any Lot and no clothing, linens or other material shall be aired or dried on the exterior portion of any Lot. All garbage cans, above ground storage tanks, mechanical equipment, wood piles, yard equipment and other similar items on Lots shall be screened. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Property and shall not be allowed to accumulate thereon.

Section 10. Subdivision of Lot, Time Sharing and Leases. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Director of the Association. The Declarant, however, hereby expressly reserves the right to repeal or re-subdivide any Lot or Lots owned by Declarant. Any such division, boundary line change, or repeal shall be subject to the applicable subdivision and zoning regulations of the County.

No Lot shall be made subject to any type of timesharing, fraction sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years, except that the Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to the Lot it owns. No lease shall be less than twelve (12) consecutive months in term.

Section 11. Firearms; Bow and Arrows. The discharge of firearms and bows and arrows within the Property is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be liable for the acts of any Owner, their guests, tenants or invitees, whose actions are in violation of this Section, nor shall the Association be obligated to take action to enforce this Section.

Section 12. Pools. No above ground swimming pools shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools, or spas approved pursuant to Articles XI shall not be considered an above ground pool for the purposes of this Section.

Section 13. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property except that the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility. This Section 13 shall not apply to the Declarant, and it may not be amended without Declarant's written consent so long as Declarant has the right to add property in accordance with Article VIII.

Section 14. Tents, Mobile Homes and Temporary Structures. Except as may be permitted by the Declarant during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the Declarant or ARB, as appropriate, in accordance with Article XI thereof. In addition, party tents or similar temporary structures may be erected for a limited period of time for special event with prior written approval of the Board.

Section 15. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No person may obstruct or re-channel the drainage flow after location and installation of drainage swales, storm sewers, or storm drains without the Declarant's express written permission. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. This perpetual easement is retained by the Declarant for so long as the Declarant owns any property subject to this Declaration. Thereafter, this perpetual easement is hereby assigned to the Association. Septic tanks and drain fields are not allowed on the Property, unless permitted by the Declarant and approved by the County. No Owner or occupant shall dump grass

clippings, leaves or other debris, petroleum products, fertilizers or other potential hazardous or toxic substances, in any drainage ditch, storm drain, stream or pond within the Property.

Section 16. Tree Removal. No trees shall be removed, except diseased or dead trees for safety reasons, or to address sight distance issues in Section 17, unless approved in accordance with Article XI of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more comparable trees of such size and number, at the sole expense of the violator, and in such locations, as such committee may determine necessary, in its sole discretion, to mitigate the damage.

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. Lighting.

(a) Holiday Lighting and Decorations. Except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and fifteen (15) days after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with the Article XI of this Declaration. The right of Owners to display lighting as provided for herein shall not be abridged, except that Association may adopt reasonable time, place and manner restriction for the purpose to minimizing damage and disturbance to other Owners and occupants. Exterior decorations that play music or other sounds are prohibited at all times.

(b) Street Lighting. The streets will only be gently lit by the lamp post lights located on each Lot. These post lights shall be activated by a photo-sensor at each house. Owners must ensure that their post lamp is operating correctly and must replace burned out bulbs promptly.

Section 19. Artificial Vegetation, Exterior Sculpture, and Similar Items. The rights of Owners to display signs, symbol and decorations, including religious and holiday items, on their Lots of the kinds displayed in or outside residences located in similar residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restriction for the purpose for minimizing damage and disturbance to other Owners and occupants.

Section 20. Energy Conservation Equipment. No solar energy, collector panels, windmills, wind generators, other apparatus for generating power, or, the attendant hardware, shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee or the Board pursuant to Article XI hereof.

Section 21. Playground. No jungle gyms, swing sets, trampolines, or similar playground equipment shall be erected or installed on any Lot.

Section 22. Fences. No dog run or animal pens of any kind shall be permitted on any Lot. Fences and brick walls must be approved by the ARB. Fence styles and types are governed by Design Guidelines adopted by the Board of Directors.

Section 23. Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may, as determined and approved in the sole discretion of the Board, conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or

detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and, (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties.

The term "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof.

Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or conducted by a builder with approval of the Declarant, with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

Section 24. On-Site Fuel Storage. No on-site storage of gasoline, kerosene or fuel oils shall be permitted on any part of the Property except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operations of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generator and similar equipment. Propane fuel is permitted. Propane fuel tanks must be in-ground or screened, and such screening must be approved by the ARB.

Section 25. Leasing of Lots.

(a) Definition. "Leasing," for purpose of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or remuneration.

(b) Leasing Provision.

i. General. Lot may be rented only in their entirety; no fraction or proportion may be rented. All leases shall be in writing and shall be for an initial term of no less than twelve (12) consecutive full months, except with prior written consent of the Board of directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Rules and Regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

ii. Compliance with Declaration, Bylaws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental Declaration, and the Rules and Regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common areas caused by such occupants, notwithstanding the fact that such occupants of a lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and the Rules and Regulations adopted pursuant to the foregoing.

(c) Leasing Cap. The maximum number of non-Owner occupied Lots in Village Oaks Subdivision shall be ten percent (10%). The Association's Board of Directors may grant exceptions, in its

own discretion on a case-by case basis, due to hardship. For the purpose of this provision an "Owner-occupied Lot" is a lot where the record Owner or a named beneficiary of a trust which owns the Lot, or, an immediate family member, utilizes the Lot as his/her primary or secondary residence.

Section 26. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statues, ordinances and rules of federal, state and local government applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 27. Single Family Occupancy. No Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with no more than one (1) person who is not so related as a single household Lot, and the household employees of either household Lot.

Section 28. Door and Windows. No "burglar bars," steel or wrought iron bar, or similar fixtures, whether designed for decorative, security or other purposes shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed on the doors or windows of any dwelling, either temporary or permanently, except that the Board may, at its discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. All windows of an occupied dwelling on a Lot which are visible from the street or other Lots shall have draperies, curtains, blinds or other permanent interior window treatments, and all portions thereof which are visible from outside the dwelling shall be white or off white in color, unless otherwise approved in writing by the Board. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the dwelling, as determined in the sole discretion of the Board of Directors.

Section 29. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 30. Minimum Dwelling Size. The minimum dwelling size on each Lot shall be one thousand one hundred and fifty (1150) square feet of floor area.

Section 31. Exterior Building Materials. With respect to dwellings on Lots: a) the exterior of all exposed foundation shall be clad in brick, stone, parged or painted; and b) the exterior wall shall be cement siding, brick, cultured stone, synthetic stucco, vinyl or a combination of these materials.

Section 32. Driveways. Driveways on Lots shall accommodate the parking of at least one automobile and shall either be: concrete and/or asphalt, as approved in accordance with Article XI.

ARTICLE XIII - AGE RESTRICTIONS

Section 1. General Restrictions.

The Lots are intended for the housing of persons 55 years of age or older. The provisions of this Article XIII are intended to be consistent with, and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C., Section 3601 et. seq. (1988), as amended (the "Act"), and the exemption therefrom provided by 42 U.S.C. Section 3607(b)(2)(C) regarding discrimination based on familial status

and similar provisions of the Virginia Fair Housing Law, Va. Code Section 36-96.1 et seq., as amended. The Declarant or the Board of Director shall have the power to amend this Article XIII, without the consent of the Owners or any person except Declarant, for the purposes of making this Article XIII consistent with the Act, as it may be amended, the regulations adopted pursuant thereto, and any judicial decision arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Article XIII.

Section 2. Restrictions on Occupancy.

(a) Each Dwelling shall at times have as permanent occupant therein at least one person who is 55 years of age or older (the "Qualifying Occupant"). Provided, in the event of the death of a person who was the sole Qualifying Occupant of a Dwelling, the spouse of such Qualifying Occupant may continue to occupy the Dwelling so long as the provisions of the Act and regulations adopted thereunder are not violated by such occupancy. For the purpose of this Article XIII, an occupant shall not be considered a "permanent occupant" unless such occupant considers the Dwelling to be his or her legal residence and actually resides in the Dwelling for at least three (3) months during every calendar year.

(b) Nothing in this Article XIII is intended to restrict the ownership of or transfer of title to any Lot; provided, no Owner may occupy the Dwelling therein unless the requirements of this Article XIII are met nor shall any Owner permit occupancy of the dwelling in violation of this Article XIII. Owners are responsible for including the following statement in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Dwelling, which agreements or contracts shall be in writing and signed by the tenant or purchaser: "Village Oaks Subdivision is intended for the housing of persons 55 years or older, as set forth in Article XIII of the Declarations of Covenants, Conditions and Restrictions for the Village Oaks Property Owners Association." In addition, Owners are responsible for clearly disclosing such intent to any prospective tenant, purchaser or other potential occupant of the Dwelling. Every lease of a Dwelling shall provide that failure to comply with the requirements and restrictions of this Article XIII shall constitute a default under the lease.

(c) Any Owner may request in writing that the Board of Director make an exception the requirements of this Article XIII with respect to his or her Dwelling. The Board of Directors may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Act still would be met. In no event shall less than eighty percent (80%) of the occupied Dwelling on the Property be occupied by at least one occupant fifty-five years of age or older.

(d) The County does not undertake to monitor or enforce the provisions of Article XIII.

Section 3. Change in Occupancy: Notification. In the event of any change in occupancy of any Lot, as a result of a transfer of title, a lease or a sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Lot shall immediately notify the Board of Directors in writing and provided to the Board of Directors the names and ages of all current occupants of the Dwelling and such other information as the Board of Directors may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board of Directors and provide all required information within ten (10) days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association received the required notice and information, regardless of whether the occupants continue to meet the requirement of this Article XIII, in addition to all other remedies available to the Association under this Declaration and Virginia Law.

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Section 4. Monitoring Compliance: Appointment of Attorney-in-Fact.

(a) The Association shall be responsible for maintaining age records on all occupants of all Dwellings. The Board of Directors shall adopt policies, procedures and rules to monitor and maintain compliance with this Article XIII, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to Section 2(c), and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their tenants and mortgagees upon reasonable request.

(b) The Association shall have the power and the authority to enforce this Article XIII in any legal manner available, as the Board of Directors deems appropriate, including, without limitation, conducting a census of the occupants of dwelling, requiring copies of birth certificates or other proof of age for each occupant of the Dwelling to be provided to the Board of Directors on a periodic basis, and taking action to evict the occupants of any Dwelling which does not comply with the requirements and restriction of this Article XIII. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER DWELLING AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE XIII. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Dwelling which in the judgment of the Board of Directors are reasonably necessary to monitor compliance with this Article XIII.

(c) Each Owner shall be responsible for ensuring compliance of its Dwelling with the requirements and restrictions of this Article XIII and the rules of the Association adopted hereunder by itself and but its tenants and other occupants of its Dwelling. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND, ND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES AND CASES OF ACTION WHICH MAY ARISE FROM FAILURE OF SUCH OWNER'S DWELLING TO SO COMPLY.

ARTICLE XIV - EASEMENTS AND RIGHT OF WAY

Section 1. Easements for Utilities, Etc. There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration which is: (a) subject to annexation; or, (b) which is hereinafter subjected to this Declaration, the Association, and the designees of each (which may include, without limitation, the County and any utility), a blanket easement upon, across, over and under all of the Properties for the purpose of replacing, repairing and maintaining cable television systems, roads, walkways, sidewalks bicycle pathways, ponds, wetlands, drainage systems, storm water management, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephone lines, cable and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Properties. Certain Public Utility Easements or "PUE" are shown on the plat and others are added by subsequent easement. Only a full title search by an Owner will reveal all easements that impact any particular Lot in the Property

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant and/or the Board of Directors, as applicable, shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provide for this Articles shall in no way adversely affect any other recorded easement on the Properties.

Upon the issuance of a Building Permit, the location of this blanket utility easement on that particular Lot is then limited to areas of the Lot that are outside the proposed margins of the foundation of the residential dwelling unit.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of this Common Area to the County, or to any other local, state or federal governmental entity, or to a nonprofit organization established to receive and hold real property for the purpose of the preservation of open space, subject to such approval requirements as may be contained in Article XIV hereof and as provided by law.

Section 2. Easement for Hedges and Fences. Each Lot and its Owner are declared to have an easement and the same is granted by the declarant, for encroachments on adjoining Lots or Common Area, as the case may be, due to hedges or fences, if any, (which shall have been previously approved by the Declarant), belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots or Common Area, provided such encroachments do not exceed one foot (1') or interfere with the use of any improvements on the servient property. No such easement shall be created in favor of any Owner if the encroachment occurred due to the willful misconduct of the Owner.

Section 3. Easements for Pond Maintenance and Flood Water. Declarant reserves for itself and its successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the ponds, streams and wetlands located within the Area of Common Responsibility to fulfill its maintenance responsibility as provided in this Declaration. Declarant's right and easements provided in this Article shall be transferred to the Association at such time as Declarant shall cease to own property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion and transfer such rights by a written instrument.

The Declarant, the Association and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the ponds, streams, drainage areas or wetlands to the extent reasonably necessary to exercise their rights and responsibilities under this Section. There is further reserved herein and hereby, for the benefit of Declarant, the Association and their designees a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Lots (but not the dwellings thereon) adjacent to or within fifty feet (50') of ponds, streams drainage areas or wetlands within the Properties, so long as such flooding does not endanger existing structures, in order to: (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, due and generally maintain the ponds, streams, drainage areas, and, wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such rivers, ponds, streams, drainage areas, and, wetlands; and, (d) enter upon and across such portions of the Properties for the purpose of exercising its or their rights under this Section.

Section 4. Easements to Serve Additional Property. The Declarant and its duly authorized agents, representatives and employees, as well as its successors, assigns, licensees and mortgagees, shall have and there is hereby reserved an easement over, under and through the Common Areas for the purposes of enjoyment, use, access and development of the Additional Property described in Exhibit "B" attached hereto and by this reference incorporated herein or any property hereafter subject to this Declaration, whether or not such Additional Property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on Additional Property. Declarant agrees that it, and its successors or assigns, shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic connected with development of the Additional Property.

Section 5. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article IV hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and the rules of the Association; provided nothing herein shall authorize any person to enter any dwelling or other building constructed on a Lot without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or personal damage. This right may be exercised by the Association's Board of Directors, any agent or employee of the Association acting with the authorization of the Board of Directors, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties including the rights afforded such personnel pursuant to Article IV of this Declaration. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right, but not the obligation, of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

ARTICLE XV - GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with land and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a term of fifty (50 years) from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. Prior to the conveyance of the first Lot, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this Declaration at any time if such amendment is: (a) to effect technical deletions, additions and revisions to the Declaration but which do not alter the substantive rights of those Owners or Mortgagees; (b) necessary to bring any provision hereof into compliance with any applicable government statutes, rule or regulation, or judicial determination; (c) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (d) required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (e) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; (f) necessary to annex any additional property into the Association, or, (g) to effectuate the dedication of any and all roads and utilities to the respective governmental agency or utility operator. So long as it still owns property described in Exhibits "A" or "B" for development as part of the Property, the Declarant may unilaterally amend this Declaration for any other purpose. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-six and two-third (66, 2/3%) of the total Class A votes in the Association, and the written consent of the Class B Member, so long as such membership exists. In addition, the approval requirements set forth in Article XV hereof shall be met, if applicable. This Section shall not be construed to permit the Declarant or the Association to take any action that would have the effect of adversely affecting the rights of a Lot Owner to direct ingress and egress to and from the Owner's Lot or effect any access to utility services to their Lot, such as water, sewer, electric, telecommunication or other utility services that service the Lot.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that

clause. Any amendment to be effective must be recorded in the Clerk's Office. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third part will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Any procedural challenge to any amendment to this Declaration must be filed in the County of Fluvanna Circuit Court no later than one year from the date such amendment was recorded amongst the land records of the County.

Section 3. Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including counsel fee, reasonably incurred by or imposing upon such office, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except for events that result in a criminal charge and conviction.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Member of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer director or committee member may be entitled. The Association shall, as a Common expense, maintain adequate general liability and officers' and directors liability insurance to fund this obligation.

Section 4. Severability. Invalidation of any one off these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Compliance. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sum due, for damages or injunctive relief or for any other remedy available at law or in equity, maintainable by the Association acting through its Board of Directors, or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws. All rights, remedies and privileges granted to the Association pursuant to any terms, provision, covenant or condition of this Declaration, the Bylaws or state law shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity. The Association shall also be entitled to receive its costs an attorney's fee in any action brought against an Owner and/or occupant.

Section 6. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such

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written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

Section 7. Use of the Words "Village Oaks" or "Village Oaks Property Owners Association." No person, Owner, Resident, or Member shall use the words "Village Oaks" or "Village Oaks Property Owners Association" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the terms in printed or promotional matter where such term or terms are used solely to specify that the particular property is located within Village Oaks and Village Oaks Homeowners' Association, Inc., in which case Owners shall be entitled to use the words "Village Oaks" and "Village Oaks Homeowners' Association, Inc."

Section 8. Gender: Singular/Plural. As used in this Declaration, the masculine gender shall include the feminine and neuter, and vice versa, and the singular shall include the plural, and vice versa, whenever appropriate.

Section 9. No Effect on Powers of the County or Commonwealth. Except as expressly set forth herein or as required by law, nothing in this Declaration shall be construed to require any action with respect to the limit of lawful authority of, or otherwise to apply to, the County or the Commonwealth of Virginia.

ARTICLE XVI - DECLARANT'S RIGHT

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Clerk's Office.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant and any Builder designated by Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to business offices, signs, model units, and sale offices, and the Declarant and such designated Builder(s) shall have easements for access to and use of such facilities.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions or declarations of condominium or similar instrument being void and no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) fifty (50) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

EXHIBITS A and B are attached hereto.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 24th day of November, 2014.

SYCAMORE SQUARE, LLC, a Virginia
Limited liability company

BY: 

Frank T. Ballif, Manager

STATE OF VIRGINIA,
CITY / COUNTY of ALBEMARLE, to wit:

This Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 24th day of November, 2014, by Frank T. Ballif, as Manager of Sycamore Square, LLC, a Virginia limited liability company.

My Commission Expires: 7-31-2016

Cert# 298946


Notary Public

LOIS A. HAVERSTROM
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2016
REGISTRATION NO. 298946

Approved as to form in accordance with Section 22-4-10.3
of the Fluvanna County Code:


County Attorney

ACKNOWLEDGEMENT AND CONSENT OF LIEN HOLDERS

The undersigned hereby acknowledge and consent to the recordation of the foregoing Declaration of Covenants, Conditions and Restrictions for VILLAGE OAKS SUBDIVISION (the "Declaration") and to the imposition of the covenants, conditions and restrictions set forth therein upon the Property and expressly acknowledge and agree that the lien, operation and effect of the deed of trust recorded for the benefit of each of the undersigned is hereby made subordinate to this Declaration and any amend. The undersigned have joined herein solely for the purposes set forth above and for no other or further purposes whatsoever. The undersigned expressly disclaim any liability or obligation whatsoever with regard to the preparation, drafting, substance or content of this Declaration.

UNION SERVICE CORPORATION, Trustee

By: Diana Allen (SEAL)
Name: Diana Allen
Title: Vice President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Albermarle, to-wit:

The foregoing instrument was acknowledged before me this 24th day of November, 2014, by Diana Allen, Vice President of Union Service Corporation, a Virginia corporation, on behalf of the corporation as trustee.

My commission expires: 01/31/18
Registration No.: 145610

Shirley R. Lavin
Notary Public

UNION FIRST MARKET BANK

By: Thomas F. Wilson (SEAL)
Name: Thomas F. Wilson
Title: Senior Vice President



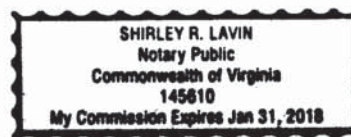
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Albermarle, to-wit:

The foregoing instrument was acknowledged before me this 24th day of November, 2014, by Thomas F. Wilson, Senior Vice Pres. of Union First Market Bank, on behalf of the bank.

My commission expires: 01/31/18
Registration No.: 145610

Shirley R. Lavin
Notary Public



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EXHIBIT A: PROPERTY SUBJECT TO THIS DECLARATION.

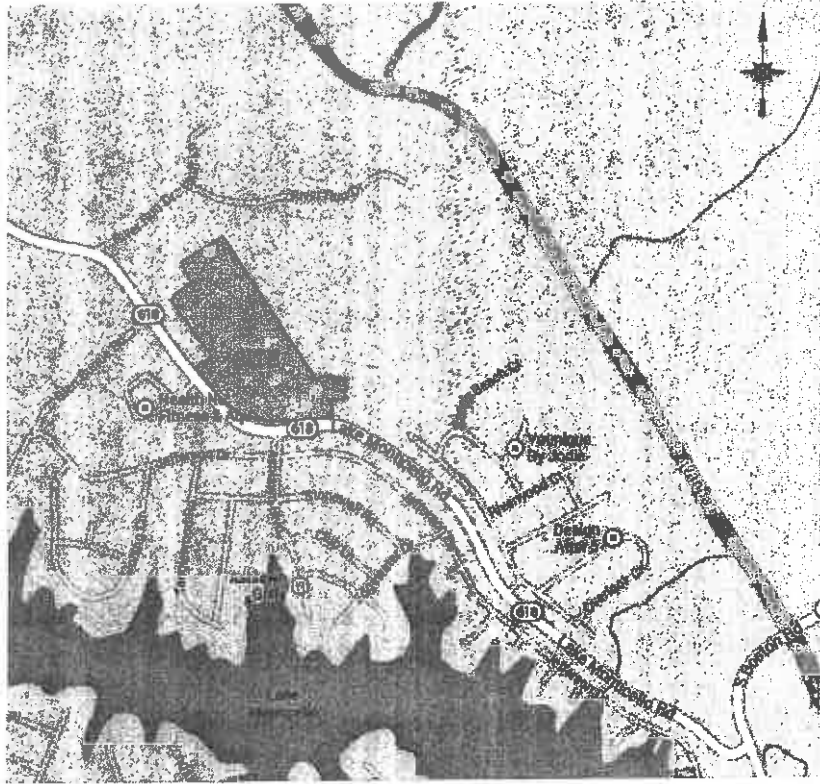
All those certain Lots or Parcels of land, as shown and described on a Plat of Village Oaks Subdivision titled, "Final Plat, Village Oaks Phase 1A – Lots 1 – 7, TMP 9A-14C & 9-12-156, Cunningham District, Fluvanna County, VA", dated January 28, 2014, as revised May 6, 2014 and December 2, 2014, by Dominion Engineering, and, attached hereto, made a part hereof, and, recorded herewith in Clerk's Office of the Circuit Court of Fluvanna County, Virginia.

EXHIBIT B: ADDITIONAL PROPERTY.

Any Property, whether such property is now owned or which is subsequently owned by the Declarant (or any successor), is adjacent or contiguous to or located within a two (2) mile radius of the property already forming part of the Properties, as defined in the Declaration, which is described in Exhibit A hereto, measured from the then existing boundary of the Properties. This provision is for common Association administrative purposes. Nothing herein permits the Declarant to add to an existing subdivision or create a subdivision of land without required County approvals. Nothing herein permits the Declarant to alter or amend any County zoning or subdivision requirements relating to any parcel of land.

INSTRUMENT #1403404
RECORDED IN THE CLERK'S OFFICE OF
FLUVANNA COUNTY ON
DECEMBER 8, 2014 AT 11:51AM

BOUSON E. PETERSON, CLERK
RECORDED BY: TLL



VICINITY MAP
SCALE: 1"=1000'

AREA CALCULATIONS

TMP 9-12-156:					
ORIGINAL AREA -	0.839	AC	TMP 9-A-13:	15.17	AC
PORTION ADDED TO 9-A-14C -	0.285	AC	ORIGINAL AREA -	0.17	AC
NEW AREA -	0.544	AC	DEDICATED TO R/W (SR 618) -	15.00	AC
			NEW AREA -		

TMP 9-A-14:					
ORIGINAL AREA -	3.27	AC			
R/W VACATED -	0.088	AC			
NEW AREA -	3.36	AC			

TMP 9-A-14C:			LOTS -	1.113	AC
ORIGINAL AREA -	24.08	AC	OPEN SPACE -	2.172	AC (9.02%)
AREA FROM 9-12-156 -	0.295	AC	R/W DEDICATION (VIRGINIA AVE.) -	0.372	AC
DEDICATED TO R/W (SR 618) -	0.307	AC	RESIDUE -	21.155	AC
TOTAL NEW AREA -	24.068	AC	TOTAL	24.068	AC

SUBDIVISION CALCULATIONS

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Bearing
C1	86.62'	125.00'	39°42'18"	45.13'	84.80'	N 81°21'01" E
C2	23.49'	15.00'	89°43'53"	14.93'	21.16'	N 73°38'36" W
C3	28.54'	15.00'	109°00'31"	21.03'	24.42'	N 06°59'37" E
C4	39.70'	30.00'	75°49'22"	23.36'	36.87'	S 80°35'27" E
C5	23.55'	15.00'	89°56'41"	14.99'	21.20'	S 16°31'32" W
C6	150.79'	155.00'	55°44'23"	81.96'	144.91'	N 33°37'41" E
C7	78.73'	47.50'	94°57'40"	51.80'	70.02'	N 41°43'18" W
C8	247.37'	1050.00'	13°29'54"	124.28'	246.80'	N 85°16'38" W
C9	61.86'	205.00'	17°17'20"	31.17'	61.82'	S 52°51'12" W
C10	43.55'	35.00'	71°17'31"	25.10'	40.80'	S 07°08'20" W
C11	138.08'	205.00'	38°02'06"	70.66'	133.60'	S 24°48'34" W
C12	9.47'	35.00'	15°29'49"	4.76'	9.44'	N 13°30'33" E
C13	68.09'	47.50'	82°08'12"	41.39'	62.41'	S 60°08'33" W
C14	170.02'	810.69'	12°01'00"	85.33'	169.71'	N 72°46'51" W
C15	74.20'	620.52'	6°51'04"	37.14'	74.16'	N 64°45'12" W
C16	83.12'	560.47'	8°29'48"	41.63'	83.04'	N 50°28'53" W
C17	4.52'	1883.66'	0°09'14"	2.26'	4.52'	N 38°38'47" W
C18	116.07'	1484.24'	4°28'50"	58.06'	116.04'	N 32°37'27" W
C19	78.44'	50.00'	89°53'13"	49.90'	70.64'	N 11°46'16" E

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Bearing
C20	84.54'	53.00'	91°23'27"	54.30'	75.88'	N 77°35'24" W
C21	107.68'	800.00'	7°42'43"	53.92'	107.80'	N 34°01'48" W
C22	107.68'	800.00'	7°42'43"	53.92'	107.80'	N 34°01'48" W
C23	117.81'	75.00'	90°00'01"	75.00'	108.07'	N 14°49'36" E
C24	203.32'	777.31'	14°59'13"	102.24'	202.74'	N 20°19'10" W
C25	87.65'	375.00'	13°23'31"	44.03'	87.45'	N 68°14'57" E
C26	164.44'	2045.70'	4°36'20"	82.26'	164.39'	N 30°48'06" W
C27	236.06'	416.55'	32°28'12"	121.29'	232.92'	N 49°54'53" W
C28	138.70'	310.27'	25°36'48"	70.53'	137.55'	N 56°55'25" E
C29	206.99'	572.84'	20°42'13"	104.64'	205.87'	N 54°28'08" E
C30	67.69'	183.47'	21°08'24"	34.24'	67.31'	N 75°23'24" E
C31	75.06'	187.50'	22°56'14"	38.04'	74.56'	S 54°08'53" E
C32	32.39'	132.50'	14°00'17"	16.27'	32.31'	N 54°30'56" W
C33	9.81'	132.50'	4°14'38"	4.91'	9.81'	S 63°38'23" E
C34	80.78'	102.50'	45°09'20"	42.82'	78.71'	S 43°11'02" E
C35	40.16'	102.50'	22°28'58"	20.34'	39.90'	S 09°22'54" E
C36	15.71'	10.00'	90°00'00"	10.00'	14.14'	N 46°50'35" E
C37	66.52'	58.50'	67°27'35"	37.72'	62.75'	S 31°53'12" E
C38	54.94'	35.00'	89°56'41"	34.97'	48.47'	N 73°28'28" W

NOTES

1. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY SHOWN HEREON AND SAID PROPERTY MAY BE SUBJECT TO INFORMATION DISCLOSED ON A TITLE REPORT BY A LICENSED ATTORNEY.
2. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY DONE AS PER THE DATE OF THIS PLAT USING MONUMENTS FOUND TO EXIST AT THE TIME OF THIS SURVEY. THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.
3. THE AREA SHOWN HEREON IS LOCATED IN ZONE "X" AND DOES NOT FALL WITHIN FLOOD HAZARD ZONE "A" FOR A 100 YEAR FLOOD AS SHOWN ON FEMA MAP NO. 51065C0062C & 51065C0066C. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS, NO ELEVATION STUDY HAS BEEN PERFORMED AS A PORTION OF THIS PROJECT.
4. VIRGINIA AVENUE IS HEREBY DEDICATED TO PUBLIC USE.
5. THE PERIMETER BOUNDARY INFORMATION IS TAKEN FROM A SURVEY BY RIVANNA ENGINEERING & SURVEYING, PLC, DATED FEBRUARY 21, 2006 BY TIMOTHY R. MILLER, LS AND A SURVEY BY DOMINION ENGINEERING, DATED MARCH 11, 2011 WITH A LATEST REVISION DATE OF OCTOBER 20, 2011 BY KEVIN D. SHREINER, LS.
6. IRON PINS TO BE SET AT ALL LOT CORNERS NOT MARKED WITH EXISTING MONUMENTS.
7. ALL LOTS SHALL BE SERVED BY WATER AND SEWER SERVICE PROVIDED BY AQUA-VIRGINIA.
8. TMP 9-A-14 AND 9-A-14C ARE ZONED R-3 RESIDENTIAL. TMP 9-12-156 IS ZONED A-1 AGRICULTURAL.
9. ALL EXISTING EASEMENTS SHOWN ARE RECORDED AT DB 853 PG 553 UNLESS OTHERWISE NOTED.
10. VDOT ROAD PLAN APPROVALS:
VILLAGE OAKS ROAD PLANS APPROVED 6-15-2007
ROUTE 618 ROAD PLANS APPROVED 6-15-2007
RIVER OAKS ROAD PLANS APPROVED 11-15-2007
AMENDMENT APPROVED 1-28-2011

SHEET INDEX

V1	COVER SHEET
V2	OVERALL BOUNDARY
V3	SUBDIVISION PLAT

COUNTY APPROVAL

THE SUBDIVISION SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING REGULATIONS, AND MAY BE COMMITTED TO RECORD.

Steven J. Rogers 12/5/2014
SUBDIVISION AGENT DATE

AQUA VIRGINIA APPROVAL

Jeffrey C. Curran 12.3.14
AUTHORIZED AGENT DATE

VDOT APPROVAL

W. M. Wood 12/5/14
AUTHORIZED AGENT DATE

SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF FLUVANNA COUNTY, VA REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH.

STATEMENT OF TITLE FOR TMP 9-A-14C

THE LAND SHOWN WAS OBTAINED BY SYCAMORE SQUARE, LLC AS RECORDED IN DEED BOOK 711, PAGE 66, AND TO THE BEST OF MY KNOWLEDGE MEETS ALL THE REQUIREMENTS REGARDING THE PLATTING OF SUBDIVISIONS.

STATEMENT OF TITLE FOR TMP 9-A-14

THE LAND SHOWN WAS OBTAINED BY SYCAMORE SQUARE, LLC AS RECORDED IN DEED BOOK 923, PAGE 622, AND TO THE BEST OF MY KNOWLEDGE MEETS ALL THE REQUIREMENTS REGARDING THE PLATTING OF SUBDIVISIONS.

STATEMENT OF TITLE FOR TMP 9-12-156

THE LAND SHOWN WAS OBTAINED BY SYCAMORE SQUARE, LLC AS RECORDED IN DEED BOOK 853, PAGE 553, AND TO THE BEST OF MY KNOWLEDGE MEETS ALL THE REQUIREMENTS REGARDING THE PLATTING OF SUBDIVISIONS.

STATEMENT OF TITLE FOR TMP 9-A-13

THE LAND SHOWN WAS OBTAINED BY SYCAMORE SQUARE, LLC AS RECORDED IN DEED BOOK 874, PAGE 791, AND TO THE BEST OF MY KNOWLEDGE MEETS ALL THE REQUIREMENTS REGARDING THE PLATTING OF SUBDIVISIONS.

OWNERS APPROVAL

THE SUBDIVISION & CONSOLIDATION OF TMP 9-A-14C RECORDED IN DB 711, PAGE 66 AND 9-12-156 RECORDED IN DB 853 PG 553 DESIGNATED AS LOT 156 OF RIVER OAKS SUBDIVISION, LOCATED IN THE RIVANNA MAGISTERIAL DISTRICT, CONTAINING 24.08 ACRES AND 0.839 ACRES RESPECTIVELY, IS WITH THE FREE CONSENT OF AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY; ALL STREETS SHOWN ON THE PLAT ARE HEREBY IRREVOCABLY OFFERED FOR DEDICATION TO PUBLIC USE; AND THAT ALL LOTS ARE SUBJECT TO CERTAIN COVENANTS AND RESTRICTIONS DATED 12/5/14 AND RECORDED AT 12/5/14 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FLUVANNA COUNTY, VIRGINIA.

SYCAMORE SQUARE, LLC, by Frank T. Ballif as manager
STATE OF VIRGINIA
COUNTY OF ALBEMARLE
TO WIT: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF December 2014.

MY COMMISSION EXPIRES: 1-31-2016
LOIS A. HAVERSTROM
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2016
REGISTRATION NO. 298946

OWNERS APPROVAL

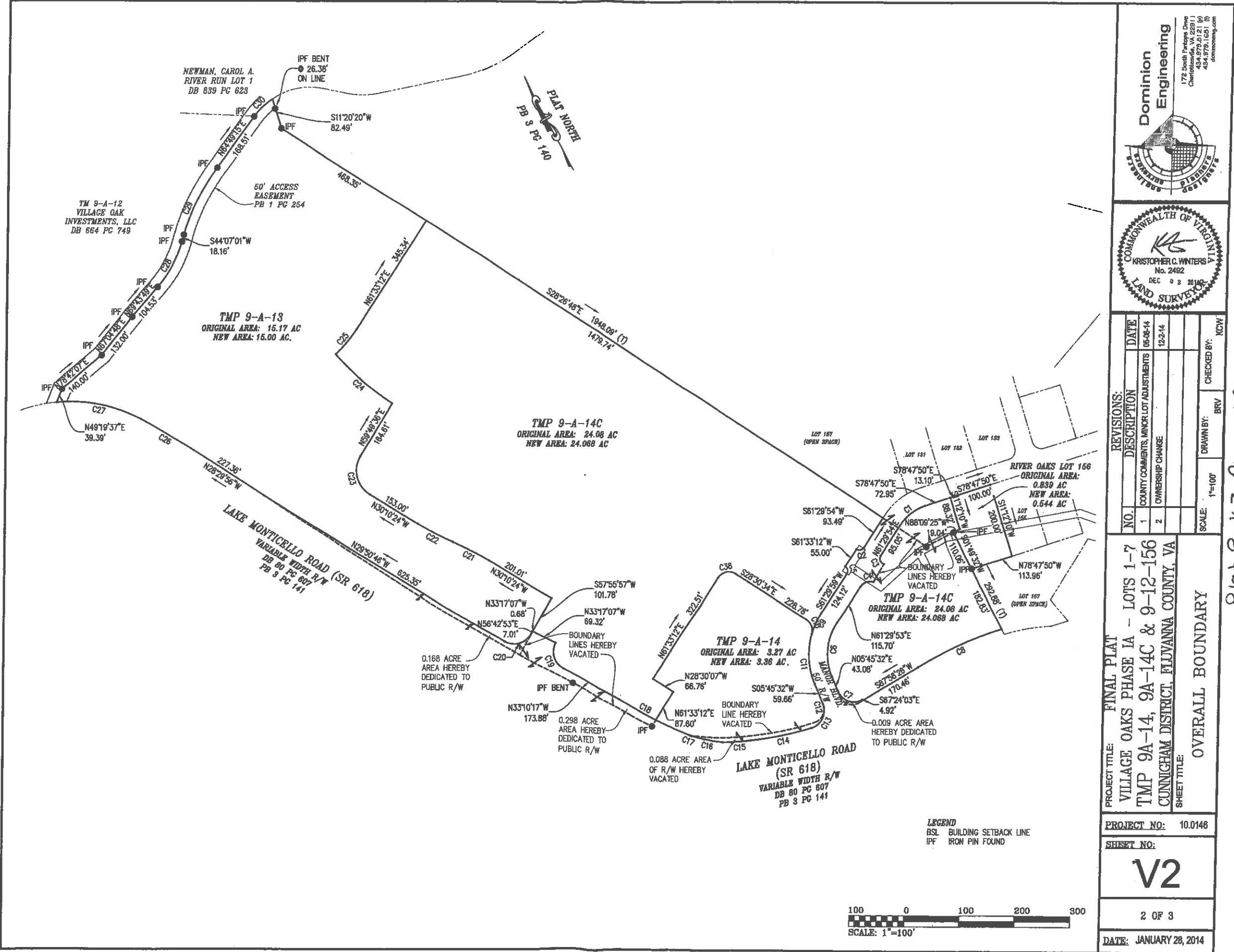
THE SUBDIVISION & CONSOLIDATION OF TMP 9-A-14 LOCATED IN THE RIVANNA MAGISTERIAL DISTRICT, RECORDED IN DB 923, PAGE 622 CONTAINING 3.493 ACRES, IS WITH THE FREE CONSENT OF AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY; ALL STREETS SHOWN ON THE PLAT ARE HEREBY IRREVOCABLY OFFERED FOR DEDICATION TO PUBLIC USE; AND THAT ALL LOTS ARE SUBJECT TO CERTAIN COVENANTS AND RESTRICTIONS DATED 12/5/14 AND RECORDED AT 12/5/14 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FLUVANNA COUNTY, VIRGINIA.

SYCAMORE SQUARE, LLC, by Frank T. Ballif as manager
STATE OF VIRGINIA
COUNTY OF ALBEMARLE
TO WIT: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF December 2014.

MY COMMISSION EXPIRES: 1-31-2016
LOIS A. HAVERSTROM
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2016
REGISTRATION NO. 298946

Dominion Engineering 172 South Parkers Drive Chambersburg, PA 17210 717-261-1551 dominioneng.com	
COMMONWEALTH OF VIRGINIA KRISTOPHER C. WINTERS No. 2482 DEC 8 2014 LAND SURVEYOR	
REVISIONS:	DATE
DESCRIPTION	05-06-14
1 COUNTY COMMENTS, MINOR LOT ADJUSTMENTS	12-2-14
2 OWNERSHIP CHANGE	
NO.	
1	
2	
SCALE: 1"=100'	CHECKED BY: KCV DRAWN BY: BRY
PROJECT TITLE: FINAL PLAT VILLAGE OAKS PHASE 1A - LOTS 1-7 TMP 9A-14, 9A-14C & 9-12-156 CUNNINGHAM DISTRICT, FLUVANNA COUNTY, VA	
SHEET TITLE: COVER SHEET	
PROJECT NO: 10.0148	
SHEET NO: V1	
1 OF 3	
DATE: JANUARY 28, 2014	

Plat Book 3, Page 203



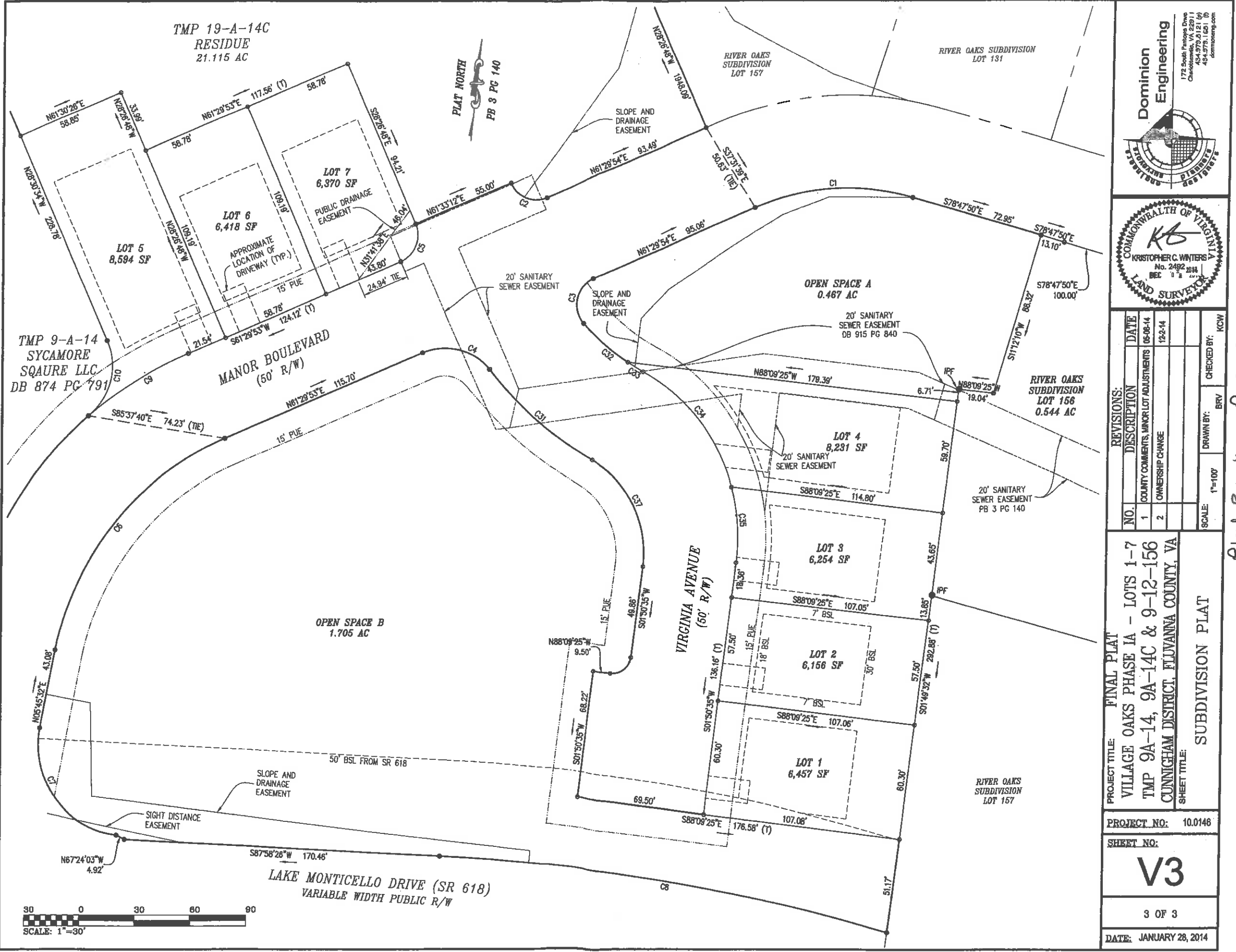
Dominion Engineering
172 South Parkways Drive
Charlottesville, VA 22911
434.879.2121 (p)
434.879.1651 (f)
dominioneng.com

COMMONWEALTH OF VIRGINIA
K
KRISTOPHER C. WINTERS
No. 2482
DEC 02 2013
LAND SURVEYOR

REVISIONS:		DATE	DESCRIPTION
NO.	DESCRIPTION		
1	COUNTY COMMENTS, MINOR LOT ADJUSTMENTS	06-06-14	
2	OWNERSHIP CHANGE	12-2-14	

CHECKED BY: KCV
DRAWN BY: BRV
SCALE: 1"=100'

Plot Book 3, Page 201



Plat Book 3, Page 202

Memorandum

DATE: July 24, 2017
RE: Planning Commission APO Letter
TO: Jason Stewart
FROM: Stephanie Keuther

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the August 8, 2017 Planning Commission Meeting.



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NOTICE OF PUBLIC HEARING

July 24, 2017

«Name»
«Address»
«City_State» «ZIP»
TMP#«TMP»

Re: Public Hearing on ZMP 17:02

Dear «Name»:

This letter is to notify you that the Fluvanna County Planning Commission will hold a public hearing on the above referenced items as noted below:

Purpose:	Planning Commission Public Hearing
Day/Date:	Tuesday, August 8, 2017
Time:	7:00 PM
Location:	Fluvanna County Circuit Court Room, Palmyra, VA

The applicant or applicant's representative will be present at the Planning Commission meeting for the request that is described as follows:

ZMP 17:02 Village Oaks – An ordinance to amend one proffer associated with ZMP 04:02 of the Fluvanna County Zoning Map with respect to 38.869 acres of Tax Map 9, Section A, Parcels 13 & 14C and Tax Map 9, Section 13, Parcels A, B, 1, 2, 3, 4, 5, 6 & 7, all zoned R-3, Residential, Planned Community. This amendment, if approved, would remove the restriction that at least 80% of occupied units must be occupied by at least one person who is 55 years of age or older. The property is located along Lake Monticello Road (Route 618) between River Run Drive and Ashlawn Boulevard, and is within the Rivanna Community Planning Area and the Palmyra Election District.

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at <http://fluvannacounty.org/meetings>. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

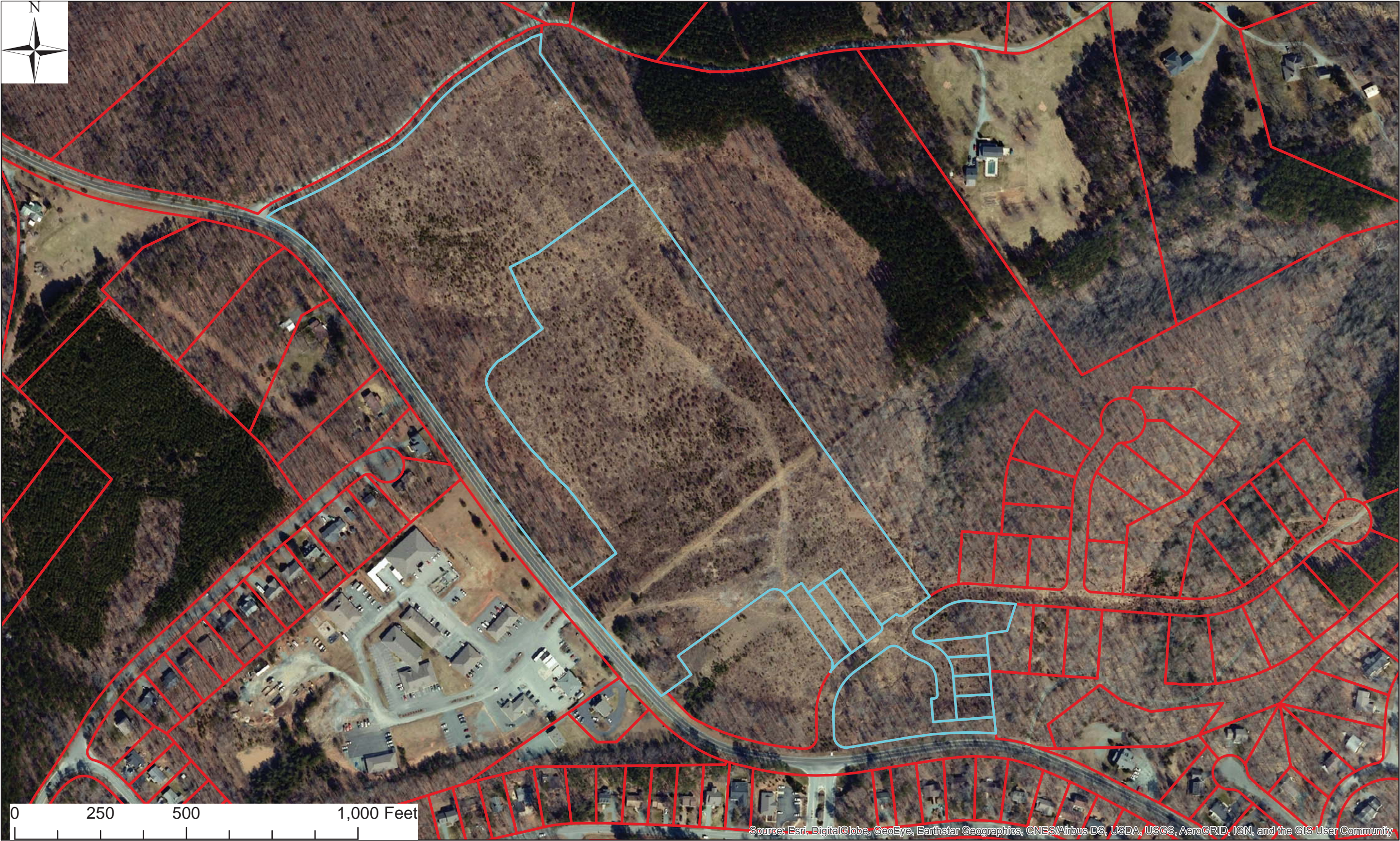
If you have any questions regarding this application or the Public Hearing, please contact me at 434–591–1910.

Sincerely,

Jason Stewart
Planning and Zoning Administrator

ADJACENT PROPERTY OWNERS ZMP 17:02

TAX MAP	NAME	ADDRESS	CITY/STATE/ZIP
18A 1 247	DONALD S. BATTEN	P.O. BOX 116	CHARLOTTESVILLE, VA 22902
9 12 156	LISA & PATRICK DIETER	174 MANOR BLVD	PALMYRA, VA 22963
9 A 11A	TIMOTHY J HOFFMAN	477 PERKINS RD	KENTS STORE, VA 23084
18A 1 176	CHRISTOPHER J & MELANIE C KENNEDY	851 JEFFERSON DR E	PALMYRA, VA 22963
18A 1 177	JILL MAY	853 JEFFERSON DR EAST	PALMYRA, VA 22963
9 10 1	CAROL A NEWMAN	187 RIVER RUN DR	PALMYRA, VA 22963
18A 1 249	MARY VIRGINIA ROCKEY	867 JEFFERSON DR	PALMYRA, VA 22963
9 A14B	CROFTON GROUP, INCC/O WILLIAM E SCLATER	105 CROFTON PLZ STE 7	PALMYRA, VA 22963
18A 2 33	GABRIELE FORD	29 GLEN BURNIE RD	PALMYRA, VA 22963
18A 1 250	PATRICIA V HOOK & JEFFREY CIUCIAS	6 COLONIAL DR	PALMYRA, VA 22963
18A 1	LAKE MONTICELLO OWNER'S ASSOC.	41 ASHLAWN BLVD.	PALMYRA, VA 22963
18A 2 32	BETTY J MEYER	27 GLEN BURNIE RD.	PALMYRA, VA 22963
P A 14A	STANLEY C & JOANN NORDLUND	1694 TISDALE RD	LOUISA, VA 23093
18A 1 248	DAVID L & PEGGY A SHANKLIN	865 JEFFERSON DR EAST	PALMYRA, VA 22963
18A 1 246	TIMOTHY M & THEA T CURRIER	861 JEFFERSON DR E	PALMYRA, VA 22963
9 A 11C	PHOEBE R. & LARRY HERRING	2542 THOMAS JEFFERSON PKWY	PALMYRA, VA 22963
9 12 131	HEIDI JOHNSON ET AL	147 MANOR BLVD	PALMYRA, VA 22963
9 12 157	DALE LUDWIG	8 OAK GROVE RD	PALMYRA, VA 22963
9 A 14D	MONTICELLO COUNTRY CORP	2704 LAKE MONTICELLO RD	PALMYRA, VA 22963
9 A 11D& 11E	GREGORY W & MARIA ANNE ROBERTS	2448 LAKE MONTICELLO RD	PALMYRA, VA 22963





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Steven Biel

Director of Planning & Community Development
sbiel@co.fluvanna.va.us

February 17, 2005

Southern Development
170 South Pantops Drive
Charlottesville, VA 22911

REF: ZMP 04:02

Dear Southern Development:

Please accept this letter as notification of the action taken on February 16, 2005 by the Board of Supervisors in regards to the request referenced above. Your request was **approved** with the following eighteen (18) proffers:

1. Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.
2. Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback will be 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004 (revised). Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The proposed Assisted Living Facility shall have a parking setback of not less than 50 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Section 22-24-1 (Landscape Plan – General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. Between the proposed entrance across from the main gate of Lake Monticello and the eastern property line, there shall be a 50-foot building setback. Every effort shall be made to preserve the existing tree vegetation within this setback for screening purposes.
5. Along River Run Drive, there shall be a minimum building setback of 80 feet, as measured from the property line of Tax Map 9-(A)-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetation buffer that exists in this setback.
6. Along the northern property line, there shall be a 75-foot building setback, extending from River Run Drive in an easterly direction for 1,400 feet and including the proposed community center. Every effort shall be made to preserve 50 feet of existing tree vegetation for screening in this setback.

7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
8. The residential development shall be restricted (in ownership, rental, lease, etc.) to individuals of age 55 and above. This shall be recorded as a covenant and restriction for the community. *HUD 807.*
9. There shall be a Community Center, with minimum size of 5,000 square feet to serve the development and any appropriate community uses.
10. The commercial component of the Master Plan shall not total more than 40,000 square feet of gross floor area, and shall be composed entirely of community retail and service uses, such as medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc.
11. Construction will not begin until public water and sewer is available.
12. Public water shall provide adequate pressure.
13. On-site stormwater management shall be designed in consultation with the Thomas Jefferson Soil and Water Conservation District utilizing low impact development techniques and water quality best management practices.
14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Lake Monticello shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of Monticello Village, therefore the right and left turn lanes into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community (the length of turn lanes shall be determined by VDOT during the Site Plan stage of Monticello Village).
15. The following improvements shall be constructed at the entrance across from Crofton Plaza: A conventional intersection with a left turn lane into Crofton Plaza and right and left turn lanes into Monticello Village, or a roundabout, shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community.
16. All improvements referenced in items 14 and 15 above are planned to utilize existing VDOT right-of-way or right-of-way dedicated by Southern Development, per the plan titled "proposed improvements to Route 618" and dated 1/14/2005 prepared by Rivanna Engineering. The estimated cost of such improvements is \$685,000.00 In the event a roundabout is desired, additional right-of-way may be necessary. Southern Development cannot guarantee the successful acquisition of, or funding for, any additional right-of-way beyond what is shown in the above referenced plan.
17. A complete copy of a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County has been provided to Fluvanna County Staff and VDOT. This study was conducted by Wilber Smith & Associates in January 2005, at a cost of \$15,000.
18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.

If I can be of any further assistance, please feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steven Biel". The signature is fluid and cursive, with the first name "Steven" and last name "Biel" clearly distinguishable.

Steven Biel
Planning Director

Copy: Kelly Strickland, Rivanna Engineering, 1350 Stony Point Road, Charlottesville, VA 22901
File



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November 22, 2013

Sycamore Square, LLC & Ballif Investments, LLC (Mr. Charlie Armstrong)
170 S. Pantops Drive
Charlottesville, VA 22911

**Re: ZMP 12:03 Sycamore Square, LLC amendment to proffer # 8 of ZMP 04:02
Tax Map: 9-A-13, 14, & 14C**

Dear Mr. Armstrong:

Please accept this letter as notification of the action taken on November 20, 2013 by the Board of Supervisors with regard to the request referenced above. Your request to amend proffer # 8 of the proffers associated with rezoning case # 04:02, with respect to Tax Map 9, Section A, Parcels 13, 14, & 14C was **approved (4-1)** by the Board of Supervisors with the amended proffer as stated:

The development will meet, at a minimum, the federal standards for age-restricted housing as defined in the Fair Housing Amendments Act of 1988 and Housing for Older Persons Actions 1995: Final Rule. The following requirements shall apply:

1. *The housing shall be intended and designed for persons aged 55 and older;*
2. *At least 80 percent of the occupied units shall be occupied by at least one (1) person who is 55 years of age or older;*
3. *The development shall publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older. This shall be recorded as a covenant and restriction for the community; and*
4. *The development shall also comply with rules issued by HUD for the verification of occupancy.*

If I can be of any further assistance, please feel free to contact me.

Sincerely,

Steve Tugwell
Senior Planner

cc: File

Meeting Date: July 19, 2017

[illegible]

ZMP 17:02 Neighborhood Meeting Notes

July 19, 2017, 4:30 p.m.

Morris Room, County Administration Building

Attendees: 4 (including staff and applicant)

Questions

- Is the assisted living facility still moving forward?
- How many kids are anticipated for the school system?
- Are the homes typically two bedroom?
- What is the starting price range?
- Is there any public resistance to the project?
- Is there any timing as to when the assisted living facility will commence?

**An Ordinance To Amend The Fluvanna County Zoning Map, With Respect To Tax Map 9-A-13 & 14C and Tax Map 9-13-A, B, 1, 2, 3, 4, 5, 6 & 7, To Amend The Proffers Associated With The Ordinance Approving ZMP 04:02, A Conditional Rezoning Affecting The Same Parcels.
(ZMP 17:02)**

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Section 15.2-2285, that the Fluvanna County Zoning Map be, and it is hereby, amended, as follows:

That Tax Map 9, Section A, Parcels 13, and 14C, and Tax Map 9, Section 13, Parcels A, B, 1, 2, 3, 4, 5, 6 and 7, be and is hereby, conditionally rezoned from R-3, Residential, Planned Community to R-3, Residential, Planned Community, subject to the removal of proffer #8 as set out in the application dated June 30, 2017, and which is attached hereto.

1. Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.
2. Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback will be 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004 (revised). Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The proposed Assisted Living Facility shall have a parking setback of not less than 50 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Section 22-24-1 (Landscape Plan – General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. Between the proposed entrance across from the main gate of Lake Monticello and the eastern property line, there shall be a 50-foot building setback. Every effort shall be made to preserve the existing tree vegetation within this setback for screening purposes.
5. Along River Run Drive, there shall be a minimum building setback of 80 feet, as measured from the property line of Tax Map 9-(A)-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetation buffer that exists in this setback.
6. Along the northern property line, there shall be a 75-foot building setback, extending from River Run Drive in an easterly direction for 1,400 feet and

- including the proposed community center. Every effort shall be made to preserve 50 feet of existing tree vegetation for screening in this setback.
7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
 8. ~~The development will meet, at a minimum, the federal standards for age-restricted housing as defined in the Fair Housing Amendments Act of 1988 and Housing for Older Persons Action 1995: Final Rule: The following requirements shall apply:~~
 1. ~~The housing shall be intended and designed for persons age 55 and older;~~
 2. ~~At least 80 percent of the occupied units shall be occupied by at least one person who is 55 years of age or older;~~
 3. ~~The development shall publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older. This shall be recorded as a covenant and restriction for the community; and~~
 4. ~~The development shall also comply with rules issued by HUD for the verification of occupancy.~~
 9. There shall be a Community Center, with minimum size of 5,000 square feet to serve the development and any appropriate community uses.
 10. The commercial component of the Master Plan shall not total more than 40,000 square feet of gross floor area, and shall be composed entirely of community retail and service uses, such as medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc.
 11. Construction will not begin until public water and sewer is available.
 12. Public water shall provide adequate pressure.
 13. On-site stormwater management shall be designed in consultation with the Thomas Jefferson Soil and Water Conservation District utilizing low impact development techniques and water quality best management practices.
 14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Lake Monticello shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of Monticello Village, therefore the right and left turn lanes into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community (the length of turn lanes shall be determined by VDOT during the Site Plan stage of Monticello Village).

15. The following improvements shall be constructed at the entrance across from Crofton Plaza. A conventional intersection with a left turn lane into Crofton Plaza and right and left turn lanes into Monticello Village, or a roundabout, shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community
16. All improvements referenced in items 14 and 15 above are planned to utilize existing VDOT right-of-way or right-of-way dedicated by Southern Development, per the plan titled "proposed improvements to Route 618" and dated 1/14/2005 prepared by Rivanna Engineering. The estimated cost of such improvements is \$685,000.00. In the event a roundabout is desired, additional right-of-way may be necessary. Southern Development cannot guarantee the successful acquisition of, or funding for, any additional right-of-way beyond what is shown in the above referenced plan.
17. A complete copy of a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County has been provided to Fluvanna County Staff and VDOT. This study was conducted by Wilber Smith & Associates in January 2005, at a cost of \$15,000.
18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.



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STAFF REPORT

To: Fluvanna County Planning Commission
Case Number: SDP 17:05
Tax Map: Tax Map 5, Section 7, Parcel 9A

From: Brad Robinson
District: Columbia
Date: August 8, 2017

General Information:

This item is scheduled to be heard by the Planning Commission on Tuesday, August 8, 2017 at 7:00 p.m. in the Circuit Courtroom in the Courts Building.

Applicant:

County Waste of VA

Owner:

Zions Crossroads, LLC

Representative:

Kristin Price/Ensol, Inc.

Requested Action:

Approval of a sketch plan request to expand an existing parking area for vehicles and container storage with respect to 5.469 acres of Tax Map 5, Section 7, Parcel 9A. (Attachment A)

Location:

The affected property is located on the south side of U.S. Route 250 (Richmond Road) approximately 0.42 miles west of its intersection with U.S. Route 15 (James Madison Highway). (Attachment B)

Existing Zoning:

I-1, Industrial, Limited

Existing Land Use:

Trash collection/recycling company (contractor's storage yard)

Adjacent Land Uses:

Adjacent properties are zoned I-1 and B-1, Business, General

Comprehensive Plan:

Zion Crossroads Community Planning Area

Zoning History:

This property was rezoned from A-1 to I-1 on October 18, 2000 (ZMP 00:03). A site development plan (SDP 03:10) was approved December 22, 2003 for an office trailer. A site development plan (SDP 04:17) was approved March 2, 2007 for frontage improvements along Route 250 and expansion of existing gravel storage area.

Analysis:

The applicant is requesting sketch plan approval to expand an existing parking area on property zoned I-1 and 5.469 acres in size. The property currently contains a 40' x 75' office/shop building and gravel parking area. The existing building was built in 1980 according to real estate information and has been occupied by various businesses. County Waste of VA is the current tenant but is in the process of buying the property.

According to the submitted sketch plan, the applicant is proposing to construct 55 parking spaces for cars (which includes employee parking), 46 parking spaces for company trucks, 7 spaces for trailers and 5 handicapped spaces. The total amount of parking spaces on the site would be 113 spaces.

(Attachment C)

Parking/Roads

The site is accessed from Richmond Road (U.S. Route 250). The off-street parking regulations in Article 26 of the Zoning Ordinance list the parking requirement for "unspecified industrial uses" as being one space per 2 employees on largest shift plus one space per 250 square feet open to the public. The existing operation currently employs 56 employees and the building has 800 square feet of space open to the public, which results in a minimum required parking of 32 spaces. Because a total of 113 spaces are proposed, the Planning Commission is required to approve parking that exceeds the minimum required by the ordinance by more than 40% (in the case of this project, 68 additional spaces). The applicant has indicated they will use pervious paving for the additional spaces as permitted by Sec. 22-26-8(C)(1).

Landscaping/Screening

All landscaping should be in compliance with the Fluvanna County Zoning Ordinance. All parking lots of five or more spaces must be screened from view of public roads, right-of-ways and adjacent properties. Shade trees are required in the parking islands and at the ends of all parking bays.

Signage & Outdoor Lighting

No new signage is proposed. Approximate locations of outdoor lighting have been shown on the sketch plan. The facility will be required to submit an outdoor lighting plan as part of the final site plan approval. This plan must show outdoor lighting that is fully shielded and uses full cut-off lighting fixtures.

Stormwater Management

A new stormwater retention pond is also proposed in addition to the parking expansion. An erosion and sediment control plan would also be required for review and approval prior to the issuance of any land disturbing permit.

Technical Review Committee:

The following comments were generated from the June 8, 2017 Technical Review Committee meeting:

1. Planning staff warned that all of the variances requested in the submittal letter dated May 31, 2017 may not be able to be granted administratively. If the code sections do not contain a provision for the zoning administrator to grant a variance, it would have to be sought from the Board of Zoning Appeals (BZA).
2. Erosion & Sediment Control did not have any comments.
3. Sheriff's Office did not have any comments.
4. Building Inspections asked if there were any existing or proposed light poles. A permit will be needed for any new light poles.
5. Health Dept. did not have any comments.
6. Fire Chief did not have any comments.
7. VDOT (received June 30, 2017):
 - Rte. 250 (Richmond Road) is a Major Collector with a posted speed limit of 55 mph. VDOT's 2015 Traffic Data shows an estimated Annual Average Daily Traffic (AADT) volume of 3600 vehicles and an Average Annual Weekday Traffic (AAWDT) of 3700 vehicles. VDOT's 2015 traffic estimates show that approximately 6% of the traffic on this section of Rte. 250 is truck traffic (1% two axle trucks, 4% three plus axle trucks and 1% of trucks with 1 trailer).
 - 5498 Richmond Road (TMP 5-7-9A) currently has a paved commercial entrance with 100 ft. of Taper and 100 ft. of Right Turn Lane.
 - The sketch plan provided shows a "20' Proposed Access Way to Transfer Station". Interconnectivity between the County Waste site and the adjoining recycling operation is a good idea and will eliminate unnecessary trips on Rte. 250 between the two operations.
 - Provide an entrance analysis for the existing and proposed development at full build out along with any recommended road improvements that might be necessary to support the proposed development, VDOT will review the entrance analysis and provide comments if applicable. Base traffic volumes on Rte. 250 from VDOT's 2015 Traffic Data. The method used for determining volumes from the existing and the new development or land use are developed using the ITE trip generation manual. This manual includes tables for many different uses based on different factor size, number of units, employees, time of day, etc. Once the trips volumes are identified they are applied to the proposed entrance and analyzed with the existing travel volume data to determine what improvements are need for the system function acceptable. Turn lanes are one of the basic tools used to improve function of the road system. Once the traffic data is identified above it is run through the warrants analysis to determine if there is

enough traffic volume to require an increase in the length of the existing right turn lane and if a left turn lane is warranted. This process is described in the Road Design Manual Appendix F Access Management for Entrances and Intersection at http://www.extranet.vdot.state.va.us/locdes/Electronic_Pubs/2005%20RDM/AppendF.pdf

(Attachment D)

Conclusion:

The submitted sketch plan appears to meet the sketch plan requirements of Section 22-23-8.A of the Fluvanna County Zoning Ordinance. Prior to final approval, a site development plan that meets the requirements of Sections 23-26 of the Fluvanna County Zoning Ordinance must be submitted for staff review and approval.

Recommended Conditions:

1. Meeting all final site plan requirements which include, but are not limited to, providing parking, landscaping, screening and outdoor lighting plans;
2. Meeting all VDOT requirements;
3. Meet all required Erosion and Sedimentation Control regulations.

Suggested Motion:

I move to approve SDP 17:05, a sketch plan request to expand an existing parking area for vehicles and container storage with respect to 5.469 acres of Tax Map 5, Section 7, Parcel 9A, subject to the conditions listed in the staff report.

Attachments:

- A – Application
- B – Aerial Vicinity Map
- C – Site sketch plan
- D – TRC Comment Letter

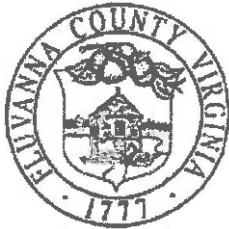
Copy:

Applicant: County Waste of VA via email to rgriffin@countyrecycling.net

Owner: Zions Crossroads LLC via email to theautosuperstorecville@gmail.com

Representative: Kristin Price, EnSol, Inc. via email to kprise@ensolinc.com

File



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Site Development Application

Owner of Record: Zions Crossroads, LLC

E911 Address: 1950 Fox Hunt Dr., Troy, VA 22974

Phone: 434-245-4057 Fax: 434-971-8288

Email: theautosuperstorecville@gmail.com

Representative: EnSol, Inc.

E911 Address: 661 Main St. Niagara Falls, NY 14301

Phone: 716-285-3920 Fax: 716-285-3928

Email: kprice@ensolinc.com

Tax Map and Parcel(s): 5 7 9A

Acreage: 5.469 Zoning: I-1

Location: 5498 Richmond Rd. Troy, VA 22974

Description of Property: Truck parking, maintenance & office on 2 acres; undeveloped - 3.46 acres

Proposed Structure: Proposed additional parking. No new structure.

Dimensions of Building: NA

Lighting Standards on Site: ☐ No ☒ Yes

of Employees: 60

of Parking Spaces: Proposed: 66 cars, 46 trucks, 7 trailers

Noise Limitations: _____

I declare that the statements made and information given on this application are true, full and correct to the best of my knowledge and belief. I agree to conform fully to all terms of any certificate or permit which may be issued on account of this application.

Applicant Name (Please Print) Robert J. Griffin County Waste

Applicant Signature and Date [Signature] 5-30-17

OFFICE USE ONLY		
Date Received: <u>6/1/17</u>	Fee Paid: <u>\$150.00</u>	Application #: <u>SDP 17: 005</u>
Election District: <u>Columbia</u>	Planning Area: <u>Zion Crossroads CMA</u>	Number of Lots: _____
Total Fees Due at Time of Submittal		
Sketch Plan: <u>\$150.00</u>	Minor Plan: <u>\$550.00</u>	Major Plan: <u>\$1,100.00</u>
Additional Fees Due at Time of Review		
Health Department Subdivision Review:	<u>\$250.00 + \$25.00 per lot</u>	Existing System Review <u>\$50.00</u>
Street Sign Installation:	<u>\$200.00 Per Intersection</u>	
Amendment of Plan	<u>\$150.00</u>	
Outdoor Lighting Plan Review*	<u>\$ 50.00</u>	
Landscape Plan Review*	<u>\$ 50.00</u>	
Tree Protection Plan Review*	<u>\$ 50.00</u>	
* If not part of a Site Plan Review		

EnSol, Inc.
Environmental Solutions*Professional Engineering • Business Consulting***661 Main Street**
Niagara Falls, NY 14301*Ph (716) 285-3920 • Fx (716) 285-3928*
Email: kprice@ensolinc.com
Website: www.ensolinc.com

May 31, 2017

Mr. Brad Robinson
Senior Planner
Fluvanna County Planning Department
P.O. Box 540
Palmyra, VA 22963

Re: Site Development Plan Approval
County Waste of VA
Parking Facility at 5498 Richmond Rd., Troy

Dear Mr. Robinson:

County Waste of VA (County Waste), wishes to construct a paved lot for car and truck parking, and container storage at 5498 Richmond Rd. County Waste currently leases the property from Zions Crossroads, LLC for use as a maintenance and parking facility for its waste collection vehicles. The existing building will remain. The proposed development (shown on enclosed sketch plan) will provide additional parking and container storage as the company grows. The following are proposed:

- 66 parking spaces for truck drivers, employees and visitors
- 46 parking spaces for trucks
- 7 parking spaces for trailers
- 75' truck scale
- Stormwater retention pond

During our meeting on May 18, 2017 it was determined that the proposed use is a contractor's storage yard. This project is classified as a major project.

On behalf of County Waste, EnSol is submitting three copies of the following documents:

- Site Development Application
- Sketch plan
- Property owner authorization letter

Payment of \$150 for the sketch plan review fee is enclosed.


Based on our review of the zoning ordinance, we have identified the following items for which variances are sought from the Zoning Director.

SUBJECT	CITATION	REASON/PROPOSED
Parking lot landscaping	22-24-6	Eliminate 25' wide planting area between parking and adjacent B-1 use
Parking lot landscaping	22-24-6	Reduce the number of trees and shrubs in planting islands to two trees per each 770-sft planting island
Handicapped Parking	22-26-4.(B)(4)	4 handicapped spaces for 66 car parking spaces
Pedestrian Facilities	22-26-4.(L)	There will be no pedestrian traffic on the site
Off-street loading spaces	22-26-6	There will be no off-street loading or deliveries

We look forward to working with you on this project. If you have any questions, please do not hesitate to contact me at (716) 285-3920, extension 211.

Sincerely,

EnSol, Inc.



Kristin L. Price

Cc: Robert Griffin – County Waste
Jerry Cifor – County Waste
John B. Battaglia, P.E. – EnSol, Inc

Enclosures

ZIONS CROSSROADS, LLC

1950 Fox Hunt Dr
Troy, VA 22974

Phone: 434-245-4057
Fax: 434-971-8288

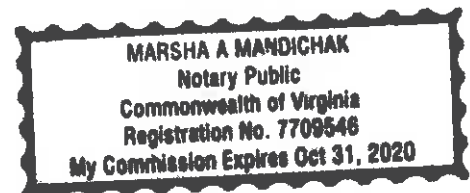
May 30, 2017

RE: Property: 5498 Richmond Rd
Troy, VA 22974

To whom it may concern,

The above property is owned by Zion Crossroads, LLC. County Waste, the current tenant, is in the process of buying the property and would like to submit a proposed site plan for the property upon closing.

Zion Crossroads LLC, authorizes, County Waste to proceed with the submittal of their proposed site plan and act as agent for Zion Crossroads LLC during this process. If closing does not occur, agent status is revoked.

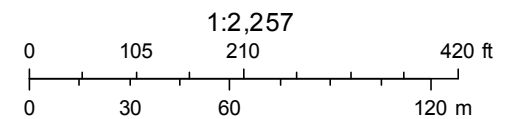


Marsha A. Mandichak

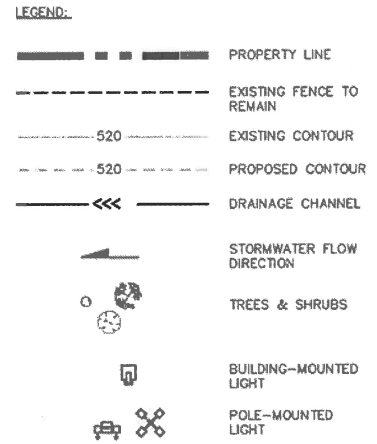
SDP 17:05 Aerial Map



August 4, 2017



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



EnSol, Inc.
Environmental Solutions
661 MAIN STREET
NIAGARA FALLS, NY 14301
PHONE (716) 285-3920
FAX (716) 285-3928

DRAFT

COUNTY WASTE OF
VIRGINIA

PROPOSED TROY PARKING FACILITY

COUNTY WASTE
5498 RICHMOND ROAD

ITY OF
COUNTY OF
STATE OF

PROJECT:

COUNTY WASTE OF
VIRGINIA - TROY FACILITY

SKETCH PLAN

ISSUE:

ES	DRN:	CHK:
----	------	------

CAC	CAC	JOB
REQUIRED	DATE	

PROJECT NO.	DATE
17-0020	11/4/2017

1990-1991	1991-1992
BANKING EQUALS	

40' 80'

FILE

SKETCH PLAN.dwg

REV NO:	SHEET NO:
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0	1
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0	1
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i. SITE PLAN

SITE DATA:
 AREA OF SITE = 5.46 ACRES (237,943 SF)
 IMPERVIOUS AREA 80% = 190,114 SF
 GREEN SPACE 20% = 47,829 SF

BUILDING 1.26% = 3,000 SF
PARKING 78.74% = 187,114 SF
OPEN SPACE 20% = 47,829 SF

ZONING

- CURRENT = I-1
- PROPOSED = I-1
- BUILDING PERMIT REQUIRED

II. SURVEY

- BASEMAP ORTHOIMAGERY FROM USGS DATABASE IMAGE DATED FEBRUARY 2014.

- * SITE FEATURES SHOWN APPROXIMATED FROM FIELD SURVEY MEASUREMENTS BY BELL LAND SURVEY DATED JUNE 20, 2017.

- PROPERTY LINES BY BELL LAND SURVEY DATED JUNE 20, 2017.

III. PARKING & TRAFFIC PLAN

- 55 CAR SPACES:
10'X20' PERPENDICULAR
9'X18' 60'
- 5 HANDICAPPED SPACES (15'X20')
- 46 COMMERCIAL TRUCK SPACES (15'X39')
- 7 TRAILER SPACES (15'X55')

IV. ZONING

- PROPERTY ZONING DESIGNATION – I-1 (INDUSTRIAL, LIMITED)
- BUILDING SETBACK FROM STREET RIGHT OF WAY– 100'
- PARKING SETBACK FROM STREET RIGHT OF WAY– 25'
- YARD REQUIREMENTS– 50' FROM AGRICULTURAL, RESIDENTIAL OR BUSINESS
- MAX IMPERVIOUS COVER– 80% OF LOT



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

June 30, 2017

Kristin Price
EnSol, Inc.
661 Main Street
Niagara Falls, NY 14301

Delivered via email to kprice@ensolinc.com

Re: SDP 17:05 – County Waste of VA
Tax Map: 5, Section 7, Parcel 9A

Dear Ms. Price:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, June 8, 2017:

1. Planning staff warned that all of the variances requested in the submittal letter dated May 31, 2017 may not be able to be granted administratively. If the code sections do not contain a provision for the zoning administrator to grant a variance, it would have to be sought from the Board of Zoning Appeals (BZA).
2. Erosion & Sediment Control did not have any comments.
3. Sheriff's Office did not have any comments.
4. Building Inspections asked if there were any existing or proposed light poles. A permit will be needed for any new light poles.
5. Health Dept. did not have any comments.
6. Fire Chief did not have any comments.
7. VDOT (received June 30, 2017):
 - Rte. 250 (Richmond Road) is a Major Collector with a posted speed limit of 55 mph. VDOT's 2015 Traffic Data shows an estimated Annual Average Daily Traffic (AADT) volume of 3600 vehicles and an Average Annual Weekday Traffic (AAWDT) of 3700 vehicles. VDOT's 2015 traffic estimates show that approximately 6% of the traffic on this section of Rte. 250 is truck traffic (1% two axle trucks, 4% three plus axle trucks and 1% of trucks with 1 trailer).
 - 5498 Richmond Road (TMP 5-7-9A) currently has a paved commercial entrance with 100 ft. of Taper and 100 ft. of Right Turn Lane.

- The sketch plan provided shows a “20’ Proposed Access Way to Transfer Station”. Interconnectivity between the County Waste site and the adjoining recycling operation is a good idea and will eliminate unnecessary trips on Rte. 250 between the two operations.
- Provide an entrance analysis for the existing and proposed development at full build out along with any recommended road improvements that might be necessary to support the proposed development, VDOT will review the entrance analysis and provide comments if applicable. Base traffic volumes on Rte. 250 from VDOT’s 2015 Traffic Data. The method used for determining volumes from the existing and the new development or land use are developed using the ITE trip generation manual. This manual includes tables for many different uses based on different factor size, number of units, employees, time of day, etc. Once the trips volumes are identified they are applied to the proposed entrance and analyzed with the existing travel volume data to determine what improvements are need for the system function acceptable. Turn lanes are one of the basic tools used to improve function of the road system. Once the traffic data is identified above it is run through the warrants analysis to determine if there is enough traffic volume to require an increase in the length of the existing right turn lane and if a left turn lane is warranted. This process is described in the Road Design Manual Appendix F Access Management for Entrances and Intersection at http://www.extranet.vdot.state.va.us/locdes/Electronic_Pubs/2005%20RDM/AppendF.pdf

The Planning Commission will have a meeting to discuss this item on Tuesday, August 8, 2017. Your attendance is required at this meeting.

If you have any questions or need additional information, please contact me at 434-591-1910.

Sincerely,

Brad Robinson
Senior Planner
Dept. of Planning & Zoning

cc: File