

**CREEK'S EDGE AT STONY POINT TOWNHOMES HOMEOWNERS ASSOCIATION
COVENANTS COMMITTEE ARCHITECTURAL DESIGN GUIDELINES (rev.01/24/2024)**

INTRODUCTION

PURPOSE: The purposes of these guidelines are to establish and administer the architectural, landscaping and maintenance standards governing the Property (“Standards”) as set forth in Article 3 of the Articles of Incorporation and Section 9 of the Declaration for Creek’s Edge at Stony Point Town Homes and to amendments therein.

SCOPE: These guidelines cover the membership, meetings, duties, responsibilities, and methods of requesting, reviewing, and approving individual matters applicable to such Standards by the Covenants Committee. These guidelines are not intended, nor should they be used, to supersede the Declaration, the Bylaws, the City of Richmond Zoning Ordinance, other laws and guidelines or acceptable construction standards.

ACTION: Effective this date, the Covenants Committee shall conduct its business in accordance with the attached guidelines and further shall bring any extraordinary business that comes before it to the Board of Directors.

AUTHORITY: These guidelines have been adopted by the Board of Directors in accordance with Article 3 of the Articles of Incorporation, Article 7, Section 7.1 of the Bylaws, and Section 9 of the Declaration.

TERMS: Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Declaration for Creek’s Edge at Stony Point Town Homes, recorded December 1, 2006 as Instrument No. 06-41498 in the Circuit Court of the City of Richmond, Virginia (the “Declaration”).

GENERAL: The Owners and residents within the jurisdiction of the Creek’s Edge at Stony Point Townhomes Homeowners Association are protected by the Declaration applicable to all sections of the Property. The Covenants Committee is specifically charged with the responsibility for application and enforcement of the Architectural Design Guidelines. Membership on the Covenants Committee shall be restricted to voting members of the Creek’s Edge at Stony Point Town Homes Homeowners Association. These guidelines are not intended to supersede the Articles of Incorporation, the Bylaws or the Declaration, but to perform the duties set forth therein in accordance with the powers granted thereby.

MEMBERSHIP: The Covenants Committee shall consist of an odd number of members with a minimum of three members and a maximum of seven members appointed by the Board of Directors. All Covenants Committee members serve at the pleasure of the Board of Directors.

REGULAR MEETINGS: The Covenants Committee shall meet in person and/or virtually at least on a bi-monthly basis. In the event that there is no Covenants Committee business to be addressed, the Chairperson may cancel the regular meeting by so notifying the Covenants Committee members. In the event that it is known beforehand that a quorum will not be present, the regular meeting shall be rescheduled and meet as soon as practicable.

SPECIAL MEETINGS: The Covenants Committee may meet in person and/or virtually specifically to conduct its business as required by these guidelines. Only a Covenants Committee member or the Board of Directors may call a special meeting.

RESPONSIBILITIES: In an effort to protect the property value of all Homes, prior to an Owner initiating any exterior addition or modification, the Owner must submit a written request to the Covenants Committee. The Committee shall review and approve or make recommendations of all such modifications. In this way, no one will be subjected to an addition or modification that could adversely affect the intrinsic architecture or property value of a Home. The Covenants Committee will endeavor to keep all requested additions or modifications within the original architectural style of the Property, including the choice of colors and styles. Effects on natural drainage and erosion will be considered where appropriate. All alterations and/or additions must meet all applicable City codes and all permits, variances, etc.

must be secured by the appropriate party and be submitted to the Covenants Committee with the Application for Exterior Modification (ARC) form prior to beginning work. It should be recognized that City officials who are applying Building Codes, and Owners are responsible for ascertaining that all construction is structurally sound.

All requests for exterior additions and modifications will be submitted in writing to the Covenants Committee for the Association. The Application for Exterior Modifications/Landscape Approval Form is located on our HOA website www.creeksedgehoa.com on the Resources page under Document Library, Documents and Forms, Architectural Review Request ARC Form. The use of a survey, plat, sketches, plans, photos, or illustrations along with a written explanation of the project may be required to obtain Covenants Committee approval. In addition, preference of color (with samples), materials, pertinent measurements and other applicable specifics must be included with the request when applicable. Owners or their designated representatives may make a presentation to the Covenants Committee for the request. All requests are considered individually.

All approved requests for exterior additions or modifications to the exterior of any Home must be completed within the time periods set forth in such approval or, if no time period is set forth therein, in the Declaration. Additional time to complete an approved project may be granted by the Covenants Committee upon receipt of a written request.

Upon approval by the Covenants Committee, the Property manager shall issue an Approval Letter to the Owner as evidence that a requested modification was approved.

NOTICE OF VIOLATION

In addition to any and all remedies available to the Association for any violation of the Declaration or these Architectural Design Guidelines, the Covenants Committee, through its Property manager, may issue to the Owner of any Lot a notice of violation as to any violation committed by the Owner(s) or a resident(s) regarding any condition of such Lot or Home. Such notice of violation shall be mailed to the last known address of the Owner and shall state the nature and date of the alleged violation and whether a penalty assessment has been levied. If the violation is of a continuing nature, the Committee, through its Property manager, may authorize a continuing penalty assessment until such violation is corrected. The Notice shall state that the Owner has the right to be present in person or by agent, with or without counsel, to be heard on the issues at hand. The Covenants Committee, through its Property manager, is hereby empowered to a) Issue and authorize penalty assessments as described below; b) Without notice, suspend the running of any continuing penalty assessment; c) Without notice, waive any penalty assessment if in its discretion it feels the Owner is taking adequate steps to correct, or has corrected, the violation. Any penalty assessment so authorized and issued shall carry with it all rights and remedies afforded any other assessment of the Association.

PENALTY ASSESSMENT SCHEDULE FOR VIOLATIONS

The Association reserves the right to assess the maximum charges permitted under the Declaration and The Virginia Property Owners' Association Act, Article 55.1-1819 (as the same may be modified from time to time).

The costs of all enforcement actions against any Owner, tenant or resident may include but are not limited to penalty assessments; all of the Association's legal fees, administrative fees, court costs, collection fees; and any other related costs. In addition, an Owner shall reimburse the Association for any costs incurred by the Association in connection with remedying any violation on such Owner's Lot. All such costs and fees shall be added to, and may become part of, the annual assessment to which such Owner is subject and shall also become a personal obligation of the Owner.

GUIDELINES

The following items specifically address individual subparagraphs of the Declaration and provide specific guidelines. The changes and modifications described below require the prior approval of the Covenants Committee. All additions and modifications to the exterior of the Home and Lot require Covenants Committee approval as set forth in the Declaration. The Covenants Committee may grant temporary or permanent exceptions to any prohibition set forth below if such

exception generally is found to be detrimental to the character of the Property.

Antennas/Satellite Dishes – Antennas other than satellite dishes are prohibited. An Owner may install a satellite dish permitted by Section 207 of the Telecommunications Act of 1996 in accordance with the approval granted by the Covenants Committee in each instance. All satellite dishes must be placed on the rear roof of the Home or otherwise adequately screened from view and must be located entirely within the legal boundaries of the Owner’s Lot. Satellite dishes may not exceed 39" in diameter. Installation hardware for roof-mounted equipment must be painted to match existing roof color. Each Home may have no more than one satellite dish. Owners installing satellite dishes on their roofs accept full responsibility for roof maintenance thereafter. The maintenance of any such installed equipment is the responsibility of the Owner.

Artificial Turf – All requests to install artificial turf in any Owner’s lot must be pre-approved by the Covenants Committee. The term “artificial turf” shall apply to any synthetic turf product that is in the form of turf grass. Requirements include, but are not limited to, the following: (a) Submissions for installation of artificial turf shall be accompanied by an architectural diagram clearly specifying the square footage of the landscaped area and the square footage of the proposed area of artificial turf installation. The plan shall also include all other landscaped areas and all other proposed improvements and be reviewed by the Landscape Committee prior to submission. (b) Artificial turf product specifications, warranty, installation details, and product samples clearly indicating the quality of the product, installation techniques and proper drainage must be included in the submission. (c) Artificial turf must be professionally installed as a permanent improvement, integral to the landscape theme of the yard; the surface must appear seamless, and the edges must appear natural and well-groomed. The color must match the natural grass color currently installed in the community. Any deviation from the natural grass look due to improper installation or lack of maintenance will be considered a violation. (d) Artificial turf may not be installed in front or side yards. (e) The artificial turf product shall have a well perforated or permeable backing for drainage and shall be installed on a layer of porous aggregate in order to facilitate drainage. The backing may not contain crumb backing or crumb base (ground up old tires); only porous sand, stone, and non-toxic backing base is allowed. It shall be regularly maintained, repaired if damaged, and replaced when no longer serviceable in the judgement of the Creek’s Edge at Stony Point Association Covenants Committee and/or Board of Directors. (f) Owner assumes all responsibility for maintenance of all areas landscaped with artificial turf. (g) Upon transfer of ownership of the Home, Owner must disclose that all maintenance of artificial turf will be the new Owner’s responsibility.

Awnings – Retractable awnings and their colors must be pre-approved and must conform to a Home’s existing decor. No other awnings or deck and patio coverings shall be permitted.

Clothes-Drying Facilities - No clothes lines or other outdoor facilities for the drying of clothes (including the draping of clothes, rugs, lines, or other objects on railings or outdoors) shall be permitted.

Dog Houses – Doghouses are not allowed.

Exterior Lighting –Original exterior lighting fixtures may not be removed and must be kept operational by the Owner. If the fixture needs to be replaced, it must be replaced with a similar fixture pre-approved by the Covenants Committee prior to installation. Burned out light bulbs in exterior light fixtures must be replaced with clear bulbs not exceeding the equivalent of 75 watts or a maximum of 4000 kelvin within five days. The use of automatic “dawn to dusk” bulbs is preferred. Any and all additional exterior lighting, including but not limited to solar lighting, security lighting, and any other lighting fixtures of any kind, must be pre-approved by the Covenants Committee prior to installation.

Fence and Gate Guidelines - Fences shall only be permitted in rear yards. The Owner shall ensure that the fence line is located entirely within the legal boundaries of its Lot. Fences shall follow the natural existing contours of the land. For 3-story and single-family villa Homes with rear yards adjoining the conservation easement areas, all such fences shall be privacy PVC fences, aluminum “wrought iron” style containment fences or underground invisible fences. For all 2-story Homes with rear yards, aluminum “wrought iron” style containment fences or underground invisible fences are permitted. All fences shall have at least one (1) gate. The fence should extend into the yard no farther than to allow at

least 12 feet of grass area extending from street to fence line. All permitted fences shall be similar in design, size, materials, and color to fences installed by the Declarant during the original development of the Property. Owners shall have the right to abut fences to fences adjacent to the Property lines on adjoining Lots. Owners are responsible for the proper upkeep, maintenance, and repair of fences on their Lots. If gates are kept locked during any times of service to the Property, Owners are responsible for all landscaping maintenance inside their fence including but not limited to grass cutting, fertilizing, and aeration, and tree and shrub trimming and spraying. All new and/or replacement fences must receive approval by the Covenants Committee prior to installation.

Finished Outdoors Areas - All patios, stoops, steps, decks, and sidewalks shall maintain the appearance as installed by the Declarant during the original development of the Property. Painted or carpet covered stoops and sidewalks are not permitted. Porches, stoops, patios, driveways, steps, decks, and other finished outdoor areas on any Lot shall be maintained in broom-clean condition by the Owner. Patio extensions must receive prior approval by the Covenants Committee and should be the same or similar brick as the original patio. The extended patio should extend into the yard no farther than to allow at least 12 feet of grass area extending from street to patio area. Design and style must conform to existing approved patios as constructed by the Declarant. All railings must be PVC or wrought iron material and match existing decor. All changes, additions, removals, and exceptions must be pre-approved by the Covenants Committee prior to installation.

Garages – No garage on a Lot shall be converted to living space or altered in a manner that would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed.

Hose Carts and Water Hoses - All hoses must be kept coiled and stored unobtrusively in the yard.

House Numbers – Any changes to existing house numbers or the installation of additional house numbers must be pre-approved by the Covenants Committee prior to installation.

Lawns - Grass is required for the front, back and side yards unless the Covenants Committee has approved an alternative. The following types of edging may be installed without prior approval: it must be above ground; must be constructed of high quality brick, stone, or black painted metal; and may not exceed three (3) inches in height.

Patios, Sidewalks, Drives and Impervious Areas - All patios, sidewalks, drives and other impervious areas must drain into the storm drainage system for the Property and not across Common Areas or another Owner's Lot. Construction of patios in front yards is not permitted.

Paint and Stain Standard - Exterior color changes may be approved by the Covenants Committee, only if the proposed color conforms to the character of the community, i.e. colors similar to those used by the Declarant. Unpainted or unstained surfaces shall remain unpainted or unstained, i.e. brick, metal, concrete.

Radon Mitigation Systems – Radon mitigation systems may be installed without prior approval and fully paid for by the Owner.

Roofs and Gutters - All roofs and gutters must conform to style, material and color as constructed by the Declarant. No modifications to a roof, roofline or gutters may be made, i.e. skylights, chimneys, penetrations, or leaf guards.

Security Lights/Cameras/Motion Sensors - Exterior Security lights/motion sensors are not permitted. Security cameras without lights are permitted but require approval by the Covenants Committee prior to installation. Any and all additional exterior lighting, including but not limited to solar lighting, security lighting, and any other lighting fixtures of any kind, must be pre-approved by the Covenants Committee prior to installation.

Shutters - All shutters shall be raised panel solid PVC conforming to that installed by the Declarant during the original development of the Property. No shutters shall be added, removed, or otherwise modified. Shutters may not be added to Homes originally built without shutters.

Siding and Trim - All siding must be cementitious, square edge, smooth finish boards or cementitious shingles and shall remain the same color and design as the original material used by the Declarant. All trim material shall be either cementitious trim board or PVC.

Smart Door Locks – Digital door locks may be installed without prior approval; however, the color must match the existing door hardware color.

Solar Panels - Collectors must be located on the roof facing the backyard with minimum visibility from the front of the home. Large collectors on a sloping roof must appear to be flush with the roof and not laying on top. Collectors on a flat roof must be set back and concealed with a parapet unless integrated with the roof design of the structure. Smaller collectors may be laid on top of a sloping roof and finished to appear like a skylight.

Collectors must be constructed of glass with wood or metal trim. All trim must be painted to match the background color of the roof or house trim to conceal it. Plexiglass is not acceptable. All piping must be concealed.

Freestanding collectors must be located behind the structure and completely concealed from the roads and adjacent properties or working with another architectural element. Any leaks or damages resulting from the installation of solar panels are the responsibility of the owner. The Association is not responsible for damages to solar panels when performing roof maintenance, repairs or replacement. During periodic roof replacement by the Association, owner will be responsible for removal and replacement of the solar panels to allow for roof replacement and/or reimbursing the Association for any extra costs of replacing the roof due to solar panels. These owner responsibilities transfer to all successive owners.

Storage Sheds and Accessory Buildings - Storage sheds, accessory buildings and other enclosed storage structures are not permitted, except for the maintenance shed on Common Area.

Storm Doors, Screen Doors, and Retractable Screen Doors – The storm door for the front of the house must be full panel clear view glass. The storm door for the back of the house can either be full panel clear view glass or one that will allow the top to slide down and have a half screen behind to allow fresh air in. The door hardware for both front and back doors will match with the existing hardware and door color matching the adjacent doorframe. Screen doors and retractable screen doors must be full panel clear view with their trim painted white or to match the front or rear door. The door hardware will match the existing hardware. The installation of storm doors and screen doors need prior approval of the Covenants Committee. The installation of retractable screen doors is allowed without prior approval as long as all of the above conditions are met.

Storm Windows and Screens - Storm windows are prohibited. Window screens shall be either uniformly installed or removed on all windows on a Home.

Trees, Shrubs, Hedges and Flowers – As stated in the Declaration, Article 7.1 Upkeep of the Association (a) Common Area, the Landscape Committee, acting as an agent of the Board of Directors, is responsible for the maintenance of all landscaping within the entirety of Creek's Edge at Stony Point Townhomes community, including the maintenance of approved Owner planted in-ground trees, plants, or shrubs. Approved owner-planted in-ground plants shall be subject to specifications such as size, type, and height that are determined by the Landscape Committee. Plantings in decorative outdoor pots do not require approval of the Covenants Committee. All weeds and dried or dead flowers in containers of any type are not subject to maintenance by the Association and should be removed when dead or unsightly. Removing or planting of any in-ground trees or shrubs requires the approval of the Covenants Committee. Any tree, shrub, or hedge which restricts sight lines for vehicular traffic shall be cut back or removed. Under no circumstances should trees or shrubs be allowed to interfere with pedestrian walkways or vehicular traffic.

Video Doorbells – Video doorbells may be installed without prior approval.

Yard Ornamentation –Any yard ornamentation including but not limited to statuary, bird baths, bird houses, art, and other decorative items (see Appendix A) must be placed in the garden/shrub area of the yard and must be compatible

with the general aesthetics and design of the neighborhood. If it is deemed incompatible, offensive, excessive, or inappropriate by the Covenants Committee or a specific complaint is lodged with the Covenants Committee, the Committee reserves the right to require that the ornamentation be removed.

Window Air Conditioning Units and Fans - Window air conditioning, window fans, exterior portable fans, and venting units are prohibited. Ceiling fans may be installed in porch ceilings and require the approval of the Covenants Committee.

Window Security Bars - Window security bars are prohibited.

Window Coverings - All window coverings shall be professionally made. No flags, blankets, sheets, or other materials not specifically designed as window coverings shall be used as window covering on any window of any Home. No reflective foil or window tinting shall be used on any exterior window or otherwise on any window visible from the exterior of any Home. No pictures, posters or other items may be placed against or affixed to the glass of any window so as to be visible from outside of the Home; however, non-permanent, hanging stained glass art is allowed, but may not replace the original window. Opaque window film may be applied on the inside glass of the front or rear door of a Home with the written approval of the Covenants Committee.

DUTIES OF THE COVENANTS COMMITTEE

THE COVENANTS COMMITTEE SHALL:

Conduct annual surveys for the condition and maintenance of each Lot in the Property. A written report of these surveys will be conveyed to the Board of Directors. The report shall contain any violations of the guidelines or the Declaration and any recommended improvements to the Property.

Act promptly on any request(s) pending before the Covenants Committee. Any and all requests shall be acted upon at least during the next regular or special meeting. The Covenants Committee shall convey notification of approval or disapproval to the requestor as soon as practicable after action.

Keep complete and accurate minutes of all meetings, including records of all actions and votes taken.

Ensure that all violations of these guidelines are acted upon within sixty (60) calendar days after notification.

COVENANTS COMMITTEE ACTION:

At each regular or special meeting of the Covenants Committee, all pending Owners' requests shall be reviewed, and, unless on-site inspection or other investigation is required, shall be voted upon by the Covenants Committee and a written approval/disapproval notification shall be prepared. The Covenants Committee Chairperson shall schedule and coordinate follow-up inspections and final approval, as applicable. In cases where on-site inspection or other investigation is required, the Chairperson shall schedule such inspection with the appropriate person. The final inspection will be conducted by a minimum of two Covenants Committee members. The results of the inspection will be reported at the next Covenants Committee meeting.

APPEALS PROCESS:

As stated in the Declaration, Owners reserve the right to appeal any decision of the Covenants Committee to the Board of Directors. The Board of Directors will make a final decision after reviewing the case as presented by the Owner and the Covenants Committee.

ENFORCEMENT:

The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, guidelines,

covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner or the Declarant to enforce any covenant, regulation, or reservation herein contained shall in no event be deemed a waiver of the right to do so thereafter.