

ASSOCIATION DISCLOSURE PACKET NOTICE

The lot being purchased is in a development subject to the Virginia Property Owners' Association Act. The contract to purchase a lot shall disclose that the lot is located in a property owners' association. The purchaser may have the right to cancel the contract after receiving the disclosure packet and the purchaser may request an update of the disclosure packet pursuant to §55.1-1808 of the Code of Virginia.

Living in a common interest community carries with it certain rights, responsibilities and benefits. Benefits include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. In order to finance the operation of the common interest community association, each owner is responsible for and obligated to pay periodic assessments, and if necessary, special assessments to ensure that the financial requirements are met.

Use of common areas, financial obligations of lot owners and other rights, responsibilities and benefits associated with the ownership of a lot in this common interest community are subject to the provisions of governing documents that typically include a declaration, articles of incorporation, bylaws and rules and regulations. These documents are important and should be reviewed carefully prior to purchase.

Some decisions are made by the association board of directors, while other decisions are reserved to a vote of association members. The purchaser is bound by all decisions of the association and the board of directors and the provisions of the governing documents.

Failure to comply with the association governing documents can result in legal action taken against the lot owner. Failure to pay assessments and mandatory fees may result in the association filing a lien and/or lawsuit against the lot owner, foreclosing the lien, and other actions permitted by the governing documents and the Property Owners' Association Act.

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

Documents and information contained in the disclosure packet describe the basis for living in a common interest community and should be reviewed carefully prior to purchase of the lot.

The name of your association is: THE COTTAGES AT EDINBURGH HOMEOWNERS ASSOCIATION, INC.

Assessments and/or Mandatory Fees you are responsible for:

Assessments: ~~\$2,340.00~~ per year

Capital Contribution: ~~\$585.00~~ payable at time of settlement

Special Assessments: None at this time

Other entity or facility: None

Other fees: None at this time

Failure to pay any of the above Assessments and/or Mandatory Fees may result in the following:

After the 10th day of the month there will be an addition of a \$19.50 late charge to the amount due. Thirty days after the due date, future installments may be accelerated and the cost of collecting the debt, if any, shall be added to the amount due. A lien may be filed for the amount of delinquent assessments. A suit may be filed seeking a judgment for the amount due, attorney's fees, costs and interest.

ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKET PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY. A LIST OF THOSE DOCUMENTS IS CAREFULLY PRINTED ON THE BACK OF THIS NOTICE.

Recipient Name (print): _____

Recipient signature: _____ **Date:** _____

Attached is a disclosure packet that contains the following:

- ◆ Association name, and if incorporated, the state of incorporation and the name and address of its registered agent in Virginia;
- ◆ A statement of any expenditures of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
- ◆ A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account;
- ◆ A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;
- ◆ The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- ◆ A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
- ◆ A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- ◆ A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- ◆ A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are or are not in violation of any of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;
- ◆ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;

- ◆ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- ◆ A statement setting forth any restrictions as to the size, place, duration, or manner of placement or display of political signs by a lot owner on his lot.
- ◆ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- ◆ The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- ◆ Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- ◆ The notice given to the lot owner by the association of any current or pending rule or architectural violation;
- ◆ A copy of the fully completed form developed by the Common Interest Community Board pursuant to §54.1-2350;
- ◆ Certification that the association has filed with the Common Interest Community Board the annual report required by § 55.1-1835, which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing;
- ◆ A statement indicating any known project approvals currently in effect by secondary mortgage market agencies; and
- ◆ The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50

THE COTTAGES AT EDINBURGH HOMEOWNERS ASSOCIATION, INC. DISCLOSURE CERTIFICATE

1. The name of the association and the state in which the association is incorporated and the name and address of its registered agent in Virginia;

- The Cottages at Edinburgh Homeowners Association, Inc.,
a Virginia corporation.
- Registered Agent: Howard R. Sykes, Jr.
 4429 Bonney Rd., Suite 500
 Virginia Beach, VA 23462-3881

2. A statement of any expenditures of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;

- None.

3. A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account currently due and payable on the first of each month in the amount of \$195.00;

- \$2,340.00 per year, payable in monthly installments of \$195.00 due on the first day of each month.
- Capital contribution of \$585.00 at time of settlement.

4. A statement whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;

- The Cottages at Edinburgh are not members of the Edinburgh Community Association, Inc.

5. The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the board of directors for a specified project;

- Not yet available

6. A copy of the association's current budget (or a summary thereof) prepared by the association, and a copy of its statement of income and expenses or financial condition for the last fiscal year for which such statement is available including a statement of the balance due of any outstanding loans of the association;

- See attached Budget

7. A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party which either could or would have a material impact on the association or its members or which relates to the lot being purchased;

- None.

8. A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;

- The Association shall have the right and the power to purchase such hazard and liability insurance policies with respect to the Common Area, the Project Improvements, the Project Landscaping and the activities, actions, and responsibilities of the Association as the Board of Directors shall determine to be appropriate. Additional provisions concerning the hazard and liability insurance coverages and policies that the Association shall have the right and power to purchase are set forth in the Bylaws.

9. A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are or are not in violation of any of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;

- No violations.

10. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;

- One "For Sale" sign shall be allowed on the property, and the sign shall be no larger than 48" by 48". One entrance sign shall be installed which will promote the sale of the project and not one individual company or product. The entrance sign is to be landscaped, tasteful, and kept in an excellent state of repair.

11. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot including, but not limited to reasonable restrictions as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;

- There are no restrictions, limitations or prohibitions on the right of a Lot Owner to display the flag of the United States of America except that the flag or flag pole, or similar structure, shall not be placed in the common elements of the Association without the written consent of the Association. Those Lot Owners choosing to display the U.S. Flag must adhere to the United States Flag Code, 4 USC §5.

12. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;

- No solar energy devices may be placed on the lot or structure built thereon. No improvements to install or use solar energy devices may be made to the lot or structure built thereon.
- No improvements (including plantings or landscaping) may be constructed on, or alterations made to the common areas or on Association Property without the prior written consent of the Association.

13. A copy of the current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;

- Attached.

14. Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;

- The Cottages at Edinburgh Homeowners Association, Inc. is a new association and there have not been any meetings of the association since the initial organization of the non-stock corporation.

15. A copy of the notice given to the owner by the association of any current or pending rule or architectural violation; and

- See attached.

16. A copy of the fully completed form developed by the Common Interest Community Board pursuant to §54.1 2350;

- Attached.

17. Certification, if applicable, that the association has filed with the Common Interest Community Board the annual report required by §55.1-1835 of the Code of Virginia including the filing number assigned by the Common Interest Community Board and the expiration date of the filing

- Registration Number of # Applied for_____.

18. A statement indicating any known project approvals currently in effect by secondary mortgage market agencies;

- None.

19. The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.

- Attached.

H:\HRS\RESTRICTIONS\COTTAGES AT EDINBURGH\DISCERT.doc

Dec 28, 2022 02:46 pm

INST# 37270

This Document Prepared By
and Return To:
Howard R. Sykes, Jr. (VSB#15539)
Sykes Bourdon Ahern & Levy, P.C.
4429 Bonney Rd., Suite 500
Virginia Beach, VA 23462-3881

DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

(THE COTTAGES AT EDINBURGH)

Map & Parcel Number: Out of 0730000000653
Lot Numbers & Addresses – See Schedule 1 Attached

RECEIVED
FOR RECORDING ONLY

2022 DEC 28 PM 2:00

SPRINGFIELD CIRCUIT COURT

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
(THE COTTAGES AT EDINBURGH)
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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made this 27th day of December, 2022, by PRECON DEVELOPMENT CORPORATION, INC., a Virginia corporation, and JINGER LAND, LLC, a Virginia limited liability company (collectively the "Developer", and for indexing purposes, both "Grantor" and "Grantee").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property described in Article II of this Declaration which the Developer desires to develop into a residential community known or to be known as "The Cottages at Edinburgh", with open spaces and other common facilities for the benefit of said community; and

WHEREAS, the Developer desires to provide for the preservation of the values in said community and for the maintenance of said open spaces and other common facilities, and to this end, desires to subject the real property described in Article II to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Developer desires that a part of such real property be subdivided into lots upon which are or will be constructed residential dwelling units, which lots will be individually owned, and the Developer desires that such open spaces and other common facilities shall remain available for the benefit of all members of the community; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values in said community to create an entity to which should be delegated and assigned the powers of maintaining and administering the community property and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the Assessments (defined below) and charges hereinafter created; and

WHEREAS, the Developer has caused to be incorporated The Cottages at Edinburgh Homeowners Association, Inc. under the Virginia Nonstock Corporation Act, as amended, for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Developer for itself, its successors and assigns, declares that the real property described in Section 2.01 hereof and such additional property described in Section 2.02 hereof as may be brought under the scope of this Declaration from time to time, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any instrument supplemental to this Declaration shall, unless the context otherwise prohibits, have the following meanings:

A. "Additional Property" shall mean any real property owned or controlled by Developer located adjacent to the Property, including all off-site easements in favor of the Association.

B. "Association" shall mean and refer to The Cottages at Edinburgh Homeowners Association, Inc., a Virginia nonstock corporation, its successors and assigns.

C. "Association Easement Areas" shall mean all easements designated on any recorded subdivision plat of the Property or other recorded instrument affecting any portion of the Property as an easement or easement area dedicated or conveyed to or created for the use and/or benefit of the Association, including without limitation, the Drainage Easements.

D. "Association Property" shall mean and refer to all land, improvements, and other properties heretofore or hereafter owned by or in possession of the Association, including without limitation, any portion of the Property dedicated or conveyed to the Association, the Association Easement Areas and all facilities and improvements thereon.

D. "Board of Directors" shall mean the Board of Directors of the Association.

E. "Builder Owner" shall mean any builder, contractor, investor, or other person or entity that is an affiliate of Precon Development Corporation, Inc., who or which purchases a Lot in The Cottages at Edinburgh for the purpose of resale thereof to a Public Purchaser or for the purpose of constructing improvements thereon for resale to a Public Purchaser.

F. "Clerk's Office" shall mean the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia.

G. "Code of Virginia" shall mean the Code of Virginia of 1950, as amended from time to time.

H. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, and Easements as it may from time to time be supplemented, extended, or amended in the manner provided for herein.

I. "Design Criteria" shall refer to the Edinburgh Design Criteria as approved by the Chesapeake City Council. Design Criteria is attached hereto and recorded herewith as Exhibit C.

J. "Developer" shall mean and refer to Precon Development Corporation, Inc., and Jinger Land, LLC, their successors and assigns.

K. "Drainage Easements" shall mean those drainage easements created in Section 4.11 below.

L. "Development Criteria" shall refer to the Edinburgh Development Criteria as approved by the Chesapeake City Council. Development Criteria is attached hereto and recorded herewith as Exhibit B.

M. "Governing Documents" means the Articles of Incorporation and the Bylaws of the Association and this Declaration, as the same may be amended or supplemented from time to time.

N. "Lot" shall mean and refer to any portion of the Property (with the exception of Association Property) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the City of Chesapeake, Virginia, or (ii) shown as a separate Lot upon any recorded subdivision plat of the Property or any portion thereof.

O. "Member" shall mean and refer to each holder of a membership interest in the Association as such interests are set forth in Article III of this Declaration.

P. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot. All or more than one such record owner, as the context requires, may be collectively referred to herein as "Owners." The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include one who has merely contracted to purchase any property or a lessee or tenant, of any Lot or Unit. The term "Owner" shall not include the Developer. For the purpose of the enforcement of the rules and regulations of the Association and By-Laws, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot and/or Unit.

Q. "Phase 1 Plat" shall mean that certain plat entitled "SUBDIVISION PLAT OF THE COTTAGES AT EDINBURGH" to be recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, prior hereto, and which is referenced on Exhibit A attached hereto.

R. "Property" shall mean and refer to all properties that are subject to this Declaration pursuant to Sections 2.01 and 2.02 hereof.

S. "Public Purchaser" shall mean the first person using a Unit for residential purposes as a fee simple owner or owning the Lot or Unit for rental to a third party or third parties as tenant(s).

T. "Unit" shall mean and refer to each completed dwelling constructed on a Lot (as evidenced by issuance of a Certificate of Occupancy issued by the City of Chesapeake, Virginia),

including any garage, situated upon the Property or any dwelling unit on the Property which has been occupied as a residence.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS THERETO

Section 2.01. Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Chesapeake and the Commonwealth of Virginia, all of which property shall be hereinafter referred to as "Property". The real property initially subject to this Declaration is known as The Cottages at Edinburgh and is described in Exhibit A attached hereto. At such time or times as Developer determines in its sole discretion, Developer reserves the right to withdraw or remove from the provisions of this Declaration any portion of the Property then owned by Developer or an affiliate of Developer. Such withdrawal or removal shall be made by Developer recording in the Clerk's Office an amendment or supplement to this Declaration describing the portion of the Property withdrawn or removed. From and after the date of recordation of such amendment or supplement, the portion of the Property withdrawn or removed shall be free and clear of this Declaration and all of the terms, covenants, and restrictions contained herein; provided, however, that the portion of the Property withdrawn or removed shall remain subject to any easements created by this Declaration on the portion of the Property withdrawn or removed which are necessary for the proper development and use of the remaining portion of the Property subject to this Declaration or are required by the City of Chesapeake.

Section 2.02. Additional Property. Developer shall have the unilateral right to subject the Additional Property or any portion or portions thereof to this Declaration by recording a supplemental amendment to this Declaration specifically incorporating the Additional Property or portion thereof to this Declaration. Incorporation of the Additional Property or portion thereof shall extend the scope of the covenants, conditions and restrictions of this Declaration to the Additional Property or portion thereof and thereby subject the Additional Property or portion thereof and the owners of such lands to Assessments for their fair share of the expenses of the Association. The amount of any Assessments against the Lots subject to this Declaration may be adjusted from time to time, as appropriate, based on the total number of Lots made subject to this Declaration by such supplemental amendment. Any such supplemental amendment to this Declaration may also contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additional Property but which are not inconsistent with the provisions of this Declaration.

Section 2.03. Mergers. Upon a merger or consolidation of this Association with another association as provided in the Association's Articles of Incorporation or By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants, conditions and restrictions established upon any other properties. No such merger or

consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

ARTICLE III

THE ASSOCIATION
STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

Section 3.01. Formation of the Association. Pursuant to the Virginia Nonstock Corporation Act, the Developer has formed the Association to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association (attached hereto as Exhibit D), as the same may be amended from time to time. Subject to the additional limitations provided in this Declaration and the Articles of Incorporation, the Association shall have all the powers and be subject to the limitations of a Nonstock Corporation as contained in the Virginia Nonstock Corporation Act, as the same may be amended from time to time.

Section 3.02. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and shall not be separated from, the ownership of any Lot. Upon the recordation of a deed to a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

Section 3.03. Classes of Membership. The Association shall have two classes of voting membership:

Class A Members. All Owners of Lots, including the Developer and each Builder Owner, shall be Class A Members.

Class B Members. The Developer and each Builder Owner shall be the Class B Members. The Class B membership shall terminate on the earlier of (i) the expiration of the Developer Control Period (defined below) or (ii) the date on which Developer executes and records in the Clerk's Office an amendment to this Declaration terminating the Class B Membership.

Section 3.04. Voting Rights.

(a) Each Class A Member shall be entitled to cast one (1) vote for each Lot owned.

(b) Developer and each Builder Owner, as the Class B Members, shall be entitled to cast nine (9) votes (inclusive of the one (1) vote as a Class A Member provided in Subsection (a) above) for each Lot owned.

Section 3.05. Suspension of Voting Rights. The Board of Directors may suspend the voting rights of any Member (except the Class B member) subject to Assessments under this Declaration during the period when any such Assessment shall be delinquent, but upon payment of such Assessment the voting rights of such Member shall automatically be restored.

Section 3.06. Lots Owned or Held by More than One Person or by a Corporation. When any Lot is owned by more than one person as tenants by the entirety or in joint or in common ownership or interest, such Owners shall collectively be entitled to only that number of votes prescribed herein for such Lot and if such Owners cannot agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot. For a corporate Owner or other entity Owner, votes may be cast by an appropriate officer of such corporation or person holding an authorized position in such entity.

Section 3.07. Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Lot or Unit merely as security for the performance of an obligation shall not be a Member.

Section 3.08. Assigning Right to Vote. The Developer may assign its membership in the Association to any person, corporation, association, trust or other entity, and the assignee of such membership may make successive like assignments. Any other Owner shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, provided that such assignment is made pursuant to the By-Laws of the Association. The By-Laws may require that the assignment specify the meeting or issue to which the assignment applies.

Section 3.09. Meeting and Voting Regulations. The Board of Directors may make such regulations, consistent with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association and the Virginia Nonstock Corporation Act, as it may deem advisable in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures, the establishment of extended canvass periods for voting and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.10. Selection of Directors. The nomination and election of directors and the filling of vacancies on the Board of Directors shall be governed by the By-Laws of the Association.

Section 3.11. Powers and Duties of Directors. The powers and duties of the Board of Directors shall be as set forth in the By-Laws of the Association.

Section 3.12. Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, or, any settlement thereof, whether or not such person is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of duties.

Section 3.13. Developer's Written Consent Necessary for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, so long as the Developer or its successor owns at least ten percent (10%) or more of the number of Lots to which

title has been transferred to Owners other than Developer, but in no event more than fifteen (15) years from the date of the recording of this Declaration (the "Developer Control Period"), the Association may not, without the Developer's written consent, (i) except for necessary repairs or any repairs required by law, make any addition, alteration, or improvement to Association Property, (ii) hire any employee to make any addition, alteration, or improvement to Association Property, (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association, except as may be necessary to maintain the quantity or quality of services or maintenance; (iv) enter into any service or maintenance contract for work not provided for in the initial budget of the Association, except for service or maintenance to facilities not in existence or not owned by the Association at the time of the first conveyance of a Lot; (v) borrow money on behalf of the Association; or (vi) reduce the quantity or quality of services or maintenance of the Property. During the Developer Control Period, this Section 3.13 shall not be amended without the written consent of the Developer.

ARTICLE IV

PROPERTY RIGHTS AND EASEMENTS

Section 4.01. Dedication of Association Property. The Developer may convey to the Association, subsequent to the recordation of this Declaration, and subject to the provisions of this Declaration, certain tracts of land or easements within the Property for the use and/or benefit of the Members. The Association must accept any such conveyance made by the Developer provided such conveyance is made without consideration. The Developer generally will convey the Association Property, or parts thereof, to the Association within one year after the facilities thereon, if any, are complete. Notwithstanding the foregoing, all property shown on any plat of the Property as common area, open space or to be conveyed to the Association shall be conveyed to the Association on or before the expiration of the Declarant Control Period.

Section 4.02. Right and Easement of Enjoyment in Association Property. Every Member (and such Member's guests, licensees, tenants and invitees) shall have a right and easement of enjoyment in and to all Association Property, subject however, to the rights of the Association and the rights of the Developer as set forth herein.

Section 4.03. Rights of Association. With respect to the Association Property, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right:

A. To promulgate rules and regulations (i) relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof, (ii) to enhance the preservation of such facilities, and/or (iii) which, in the discretion of the Association, shall serve to promote the best interest of the Members;

B. To grant easements or rights of way to any public or private utility corporation, governmental agency or political subdivision with or without consideration;

C. To dedicate, sell, transfer, abandon, partition, or encumber (except for any transfer or encumbrance to a public utility or for other public purposes consistent with the intended use of such land by or for the benefit of the Members) all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall require the consent of two-thirds (2/3) of all Owners, other than the Developer, who shall vote by written ballot, which shall be sent to all Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association not less than thirty (30) days nor more than fifty (50) days in advance of the date or initial date of the canvass thereof. No such conveyance shall be made if lending institutions which together are first mortgagees on 33 1/3% or more of the Lots subject to first mortgages advise the Association in writing, prior to the date or initial date set for voting on the proposed conveyance that they are opposed to such conveyance, which opposition must not be unreasonable. Notwithstanding the foregoing, the Association may not dispose of or transfer any Association Property, by sale or otherwise, except to an organization created and organized to own and maintain the Association Property (or applicable part thereof) without first offering to convey the same to the City of Chesapeake or another appropriate governmental agency for compensation in an amount not exceeding the appraised value determined by a mutually acceptable appraiser.

D. To enter into agreements, reciprocal or otherwise, with other homeowners' and residents' associations, condominiums and cooperatives for the use of or sharing of facilities. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Members voting upon written ballot which shall be sent to every Member not less than ten (10) days nor more than sixty (60) days in advance of the date or initial date of the canvass thereof.

Section 4.04. Rights of Developer. In addition to the rights reserved elsewhere in this Declaration, until the completion of the construction, marketing and sale of all dwelling Units to be constructed on the Property, the Developer shall have the right to:

A. Grant and reserve easements and rights of way for the installation maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not necessarily limited to, water, gas, electric, telephone, cable TV, internet access and sewer to service the Property and any adjacent property or development owned by Developer or an affiliate of Developer;

B. Connect with and make use of utility lines, wires, pipes, conduits and related facilities located on the Association Property for the benefit of the Property and any adjacent property or development owned by Developer or an affiliate of Developer;

C. Use the Association Property for ingress and egress to the Property and any adjacent property or development owned by Developer or an affiliate of Developer;

D. Operate sales center(s) and/or model homes, maintain signs abutting Lots, and Units for sale, have prospective purchasers and others visit such sales center(s) and/or model homes and use certain portions of Association Property, including, but not necessarily limited to, the parking spaces; and

E. Grant to itself or to others such easements and rights of way as may be reasonably needed for the orderly development of any adjacent property or development owned by Developer or an affiliate of Developer.

The easements, rights-of-way and other rights reserved herein shall be permanent, shall run with the land and shall be binding upon the Association and the Owners, and be for the benefit of the Developer and its successors and assigns. With respect to its exercise of the above rights, the Developer agrees (i) to repair any damages resulting within a reasonable time after the completion of development or when such rights are no longer needed, whichever first occurs, and (ii) until development has been completed, to hold the Association harmless from all liabilities which are a direct result of the Developer's exercise of its rights hereunder. This Section 4.04 shall not be amended without the written consent of the Developer.

Section 4.05. Common Access Easement. The Developer and all Owners and their guests, mortgagees, licensees and invitees shall have an easement for ingress and egress in common with one another over all walkways, driveways, and roadways located on the Association Property.

Section 4.06. Maintenance of Association Property. In order to preserve and enhance the property values of the Property, the Association shall at all times maintain and have the right to maintain the Association Property in good repair and condition and shall maintain, repair and replace the facilities and improvements thereon in accordance with high standards. The Association shall have the right to maintain all Association Property, the responsibility for maintenance of which is on an Owner pursuant to Section 9.01(V), in the event the Owner fails to do so.

Section 4.07. Right of Association to Contract Duties and Functions. The Association may contract with any person, corporation, firm, trust company, bank or other entity for the performance of its various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management agreements with other association, condominiums and cooperatives. Any decision to discontinue independent professional management of Association duties and functions and establish self-management therefor shall require the prior written consent of 67% of all Owners, written notice of which proposed decision shall be sent to all Owners and to all lending institution first mortgagees of Lots whose names appear on the records of the Association at least forty (40) days in advance of the date or initial date set for voting thereon. No such decision shall be made if lending institutions which together are first mortgagees of 33 1/3% or more of the Lots advise the Association in writing prior to the date set for voting on the proposed change that they are opposed to such change, which opposition shall not be unreasonable.

Section 4.08. Environmental Considerations. In carrying out its responsibilities in enforcing the provisions of this Declaration and in particular the provisions of Articles VII and X herein, the Association and the Architectural Committee shall consider the environmental impact of any existing or proposed activities on the Property or any portion thereof and may, in its discretion, establish standards or guidelines aimed at reducing or eliminating any adverse environmental impact of its activities or take affirmative action to improve the quality of the environment.

Section 4.09. Easements Reserved to Developer for Benefit of Adjacent Property. Easements are reserved herein over all Property covered by this Declaration for the benefit of adjacent lands owned by Developer or an affiliate of Developer for the following purposes:

A. Ingress and Egress over roadways; and

B. Use and connection with utility lines and related facilities including, but not necessarily limited to: telephone, water, gas, electric, sewer, internet access and cable television. This easement shall not include the right to consume any water, gas, or electricity for which one or more individual Lot Owners are billed directly without the consent of the individual Lot Owners affected.

Upon the connection of lines and/or facilities servicing such land area comprising such adjacent property, should such lands not be added to the scope of this Declaration, such lands shall be responsible for the payment to the Association of a fair share of the cost of operation, maintenance, repair and replacement of those lines and facilities servicing such lands.

Section 4.10. Drainage Easements. The Developer hereby creates nonexclusive private drainage easements over those portions of the Property being five feet (5') in width adjacent to all side and rear property lines of all Lots shown on (i) the Subdivision Plat of the Cottages of Edinburgh and (ii) any subsequently recorded subdivision plat of the Property or any portion thereof.

Section 4.11. Distribution of Condemnation Awards. In the event all or part of Association Property is taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Association. The Board of Directors may arrange for the repair and restoration of such Association Property and if such arrangements are made, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Board of Directors elects not to repair or restore the Association Property, then the proceeds shall be distributed in the same manner as insurance proceeds are distributed, in accordance with the provisions of the insurance policies of the Association maintained pursuant to Article VIII of this Declaration. The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceeding to all institutional first mortgagees of Units whose names appear on the books or records of the Association.

ARTICLE V

ASSESSMENTS AND RIGHT OF ASSOCIATION TO BORROW

Section 5.01. Imposition, Personal Obligation, Lien. By becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, each Owner shall be deemed to covenant and agree to pay to the Association:

A. Annual assessments or charges (that may be collected on a monthly basis) for the (i) maintenance and operation of, and for reserves for repair and replacement of Association Property, and (ii) costs to fulfill all other obligations of the Association under the Governing Documents (collectively, the "Maintenance Assessments"); and

B. Special assessments for capital improvements ("Special Assessments, together with Maintenance Assessments hereinafter being referred to as "Assessments").

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made and shall also be the personal obligation of the Owner of such Lot at the time the Assessment falls due.

Section 5.02. Purpose of Maintenance Assessment. The purpose of the Maintenance Assessment shall be to fund the (i) maintenance, preservation, operation and improvement of the Association Property, (ii) promotion of the safety and welfare of the Members of the Association and (iii) obligations of the Association as set forth in Section 5.01(A) above. The amount of any reserves shall be not less than the reasonable requirements of existing or proposed lenders, holders and insurers of first mortgages of the Lots and Units.

Section 5.03. Date of Commencement and Notice of Assessments and Changes in Annual Assessments. The Assessments provided for herein shall commence on the day on which the first Lot is conveyed to a Public Purchaser. The Board of Directors shall fix the amount of the annual Assessments (the "Annual Assessments") against each Lot at least thirty (30) days in advance of the beginning of each fiscal year. The Annual Assessments shall be due and payable monthly unless the Board of Directors establishes other periods for payment. Separate due dates may be established by the Board for partial Annual Assessments as long as said Assessments are established at least thirty (30) days before due. Written notice of the Annual Assessments shall be sent to every Owner subject thereto.

Section 5.04. Assessments for Specific Lots. Once Assessments have commenced pursuant to Section 5.03 above, the Owner of each Lot subject to this Declaration shall be liable for the payment of full Maintenance Assessments and Special Assessments, if any, except that there shall be no Assessments on Lots owned by the Developer or a Builder Owner.

Section 5.05. Basis for Maintenance Assessment. The annual Maintenance Assessment shall be the same for all Lots, except Lots owned by Developer and Builder Owners, and shall be determined as set forth in this Section 5.05. To determine the annual Maintenance Assessment for each Lot, the number of assessed Lots shall be divided into the total amount which the Board of Directors shall deem to be necessary to fully fund the current budget of estimated expenses. Whenever any Lot or group of Lots is provided a service not provided to all of the Lots and the Association has taken over the provision or payment of such service, the Lots receiving such additional service shall be assessed a supplement to the standard Maintenance Assessment, in an amount which will defray the costs of such additional service. The supplemental assessment hereby authorized shall be treated for collection purposes the same as the standard Maintenance Assessment.

Section 5.06. Change in Basis of Assessments. The Association may change the basis of determining the Maintenance Assessment by obtaining the written consent of not less than two-thirds (2/3) of the total votes of all Lot Owners, in person or by proxy, written notice of which change shall be sent to all Lot Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association, at least forty (40) days in advance of the date or initial date set for voting thereon.

Section 5.07. Special Assessments for Capital Improvements. In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment, payable in that year and/or the following year only, for the purpose of defraying in whole or in part, the cost of any capital improvements, including without limitation, the construction, reconstruction or replacement of or repair of a capital nature to the Association Property, including the necessary fixtures and personal property related thereto; provided, that for any Special Assessment for the construction (rather than the reconstruction or replacement) of any capital improvement, and for any amount of annual Maintenance Assessments, the consent is obtained of two-thirds (2/3) of the total votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Lot Owners at least thirty (30) days in advance, setting forth the purpose of the meeting.

Section 5.08. Non-Payment of Assessment. If an Annual Assessment, or installment thereof, is not paid on the due date established pursuant to Section 5.03 hereof, then the balance of the Assessment shall be deemed delinquent. Any delinquent Assessment together with interest thereon at the rate of ten per cent (10%) per annum from the due date, accelerated future installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such Assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them. If the Assessment or any installment thereof is not paid within ten (10) days after the due date, the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed the greater of \$20.00 or 10% of the amount of such Assessment or installment thereof for each month such Assessment or installment thereof remains unpaid. In the Association may add all costs of collecting such overdue Assessment to the Owner's account as a supplemental Assessment.

Neither dissatisfaction with the quantity or quality of maintenance services furnished by the Association nor a disruption in providing maintenance or other services shall in any circumstance entitle any Owner to withhold or not pay Assessments due to the Association for the Lot or Lots owned by such Owner.

Section 5.09. Notice of Default. The Association, when giving notice to an Owner of a default in paying Assessments, may at its option, or shall at the request of such Owner's mortgagee, send a copy of such notice to each holder of a mortgage covering such Lot whose name and address appears on the books or records of the Association.

Section 5.10. Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year.

Section 5.11. Assessment Certificates. Upon written demand of an Owner or lessee with respect to a Lot which he or she owns or leases, or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot, the Association shall within a reasonable period of time, issue

and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Association, e.g. for the cost of extinguishing a violation of this Declaration. A reasonable charge as determined by the Board of Directors may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser, lessee or title insurer of or lender on the Lot or Unit on which such certificate has been furnished. In addition, the Association shall prepare and issue the disclosure packet required by Section 55-512 of the Code of Virginia to all appropriate parties and may charge the party requesting such packet a fee determined by the Association up to the maximum amount authorized by Section 55-512 of the Code of Virginia.

Section 5.12. Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot or Unit pursuant to a foreclosure sale. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

Section 5.13. Right to Borrow and Mortgage. In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith mortgage its properties. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject solely to the discretion of the Board of Directors, except that (i) any member of the Board of Directors who has been elected or appointed by the Developer shall not be permitted to vote affirmatively for any borrowing and the quorum of the Board of Directors in any such vote shall be a majority of those Directors not elected or appointed by the Developer, and (ii) any consent of the Developer as required by Section 3.13 of this Declaration must be obtained.

Section 5.14. Repayment of Monies Borrowed. In order to secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power:

A. To assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the Maintenance Assessments hereunder; and

B. To enter into agreements with note holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants to:

- (1) Assess the Maintenance Assessments on a given day in each year and, subject to the limitation on amount specified in Section 5.03 above, to assess the same at a particular rate or rates;
- (2) Establish sinking funds and/or other security deposits;

(3) Apply all funds received by it first to the payment of all principal and interest on such loan when due, or to apply the same to such purpose after providing for costs of collection;

(4) Establish such collection, payment and lien enforcement procedures as may be required by the note holders; and

(5) Provide for the custody and safeguarding of all funds received by it.

Section 5.15. Working Capital Contribution. With respect to each Lot, commencing with the settlement on the conveyance of a Lot to the first Public Purchaser of such Lot, there shall be collected from each Public Purchaser of a Lot (or the Seller to such Public Purchaser if the contract between the Seller and Public Purchaser so provides) a Working Capital Contribution of Three Hundred Ninety and 00/100 Dollars (\$390.00). Such Working Capital Contribution shall be dedicated to working capital, as opposed to long term capital improvements. The Working Capital Contribution shall be deemed and treated as part of the Annual Assessment for the purposes of this Article and these covenants.

Section 5.16. Assessment Shortfall. It is anticipated that until such time as a sufficient number of Lots have been conveyed to Public Purchasers, the Maintenance Assessments and other funds collected from the Owners in any particular year may fall short of the expenses incurred by the Association in operating and maintaining the Association Property and other expenses provided to be paid by the Association herein during such year (the amount of such shortfall being hereafter referred to as the "Shortfall"). To fund the Shortfall until such time as cash flow from the Owners is sufficient to pay such expenses, the Developer may, but shall not be obligated to, pay funds into the Association to make up the Shortfall or any portion thereof (a "Developer Loan" or collectively if more than one, the "Developer Loans"). The Association shall use the Developer Loans to pay the Shortfall. All of such Developer Loans shall be considered loans by the Developer to the Association and the Association shall be obligated to repay the Developer Loans as provided herein to the Developer regardless of whether such obligation is evidenced by a note or other writing and, if specified in a note or other writing, a reasonable rate of interest on the Developer Loans. Such Developer Loans together with any interest accrued thereon shall be carried and evidenced as obligations and liabilities of the Association on the Association's financial records and statements and the Association shall provide for repayment of such obligations in developing and adopting its annual budget and Maintenance Assessments.

ARTICLE VI

MAINTENANCE BY THE ASSOCIATION

Section 6.01. Maintenance and Repair by the Association. Except as specifically otherwise provided in this Section 6.01 and Section 9.01(V), the operation, maintenance, repair and replacement of the improvements on Association Property, all open spaces, stormwater management facilities, and the maintenance of all landscaped areas on Association Property and including landscaped areas located within the bounds of any public roadway, and the maintenance, repair and replacement of any

entrance identification or directional signs or other facilities installed by or at the direction of the Developer or the Association, shall be the responsibility of, and at the cost and expense of the Association. Maintenance, repair and replacement of pipes, wires, conduits and public utility lines servicing any Association Property or property for which the Association has maintenance responsibility under this Declaration and for which a utility company or other entity is not responsible (whether or not such lines and facilities are on Association Property) shall also be the responsibility of, and an expense of, the Association.

Lot Owners may not, in any way, impede the Association or agents of the Association in their maintenance obligations set forth in this Section 6.01. No Owner shall plant any shrubbery or other plantings on Association Property without the written approval of the Architectural Committee except for those plants pre-approved by the Architectural Committee in the areas specifically designated to allow for plantings. Subject to the Provisions of Section 6.02 below, the cost of all maintenance performed by the Association shall be funded from Maintenance Assessments.

Section 6.02. Repairs and Maintenance which are not the Responsibility of the Association. The Association shall not be responsible for any Maintenance to the Units or Lots.

Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above but which is occasioned by a negligent or willful act or omission of an Owner, any family member, tenant, guest or invitee shall be made at the cost and expense of such Owner. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Unit or Lot and such costs shall be added to that Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Unit or Lot, as the case may be, to secure the payment thereof.

Section 6.03. Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property.

ARTICLE VII

ARCHITECTURAL CONTROLS

Section 7.01. Control by Association. After transfer of title by the Developer to any Lot or other completed portion of the Property, enforcement of the provisions of this Declaration pertaining to exterior appearance of the Property and any improvements thereon and control over any change in use or any additions, modifications or alterations to any exterior improvement on said Lot or other portion of the Property shall be the responsibility of the Association, acting through the Architectural Review Committee (the "Architectural Review Committee") as provided for in the Development Criteria for the Edinburgh Planned Unit Development (PUD) which is attached and made a part of this document as Exhibit B.

Section 7.02. Reserved.

Section 7.03. Submission of Plans to Architectural Committee. Submission of plans shall be in accordance with the requirements, rules and regulations adopted by the Committee as well as in accordance with the minimum architectural standards provided in the Development Criteria, the Design Criteria, and in Section 9.02 below. After transfer of title to any Lot or any other portion of the Property by the Developer or a Builder Owner to a Public Purchaser, no improvement shall be constructed, erected, installed, or maintained on any Lot, nor shall any exterior addition, modification or alteration be made on or to such Lot or other portion of the Property or to the improvements located thereon, unless and until a written plan or plans therefor in such form and detail as the Architectural Committee requires, have been submitted to and reviewed and approved by the Architectural Committee. A reasonable fee may be charged and collected for processing each submission.

Section 7.04. Basis for Disapproval of Plans by Architectural Committee. The Architectural Committee may disapprove any plans submitted pursuant to Section 7.03 above for any of the following reasons:

- A. Failure of such plans to comply with any protective covenants, conditions and restrictions contained in the Design Criteria, the Development Criteria, and this Declaration, including Section 9.02 below;
- B. Failure to include information in such plans as requested;
- C. Objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking;
- D. Incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity;
- E. Failure of proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules and regulations; or
- F. Any other matter which is in the judgment and sole discretion of the Architectural Committee would render the proposed improvements, use or uses, inharmonious or incompatible with or inferior to the general plan or improvement of the property or portion thereof or with improvements or uses in the vicinity.

Section 7.05. Approval of Architectural Committee. Upon approval or qualified approval by the Architectural Committee of any plans submitted pursuant to Section 7.03 above, the Architectural Committee shall notify the applicant in writing of such approval or qualified approval.

Section 7.06. Written Notification of Disapproval. In any case where the Architectural Committee disapproves any plans submitted hereunder, the Architectural Committee shall so notify the applicant in writing together with a statement of the grounds upon which such action was based as set forth in Section 7.04. In any case, the Architectural Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 7.07. Failure of Committee to Act. If any applicant has not received notice of the Architectural Committee approving or disapproving any plans within 45 calendar days after submission thereof, said applicant may notify the Committee in writing of that fact. Such notice shall be sent by certified mail, return receipt requested. The plans shall be deemed approved by the Committee if not acted upon by it within 45 calendar days after the receipt of the letter by the Committee.

Section 7.08. Committee's Right to Promulgate Guidelines and Standards. The Architectural Committee may from time to time promulgate guidelines and standards governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of alterations, additions or modifications to improvements, or uses; provided, however, that no such guideline or standard shall be deemed to bind that Architectural Committee to approve or disapprove any plans submitted for approval, or to waive the exercise of the Committee's discretion as to such plans; provided, further that no such guideline or standard shall be inconsistent with the provisions of this Declaration or any applicable governmental law, code, ordinance, rule or regulation.

Section 7.09. Delegation of Functions. The Architectural Committee may authorize its staff, subcommittees, or individual members of the Architectural Committee to perform any or all of the functions of the Committee.

Section 7.10. Liability of Architectural Committee. No action taken by the Architectural Committee or any member, subcommittee, employee or agent thereof, shall entitle any person to rely thereon, with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of any Lot or other portion of the Property. Neither the Association nor the Architectural Committee, nor any member, subcommittee, employee or agent shall be liable to anyone submitting plans to them for approval or to any Owner, Member or any other person, in connection with any submission of plans, or the approval or disapproval thereof, including without limitation, mistakes in judgment, negligence or nonfeasance. Every person or other entity submitting plans to the Architectural Committee agrees, by submission of such plans, that no action or suit will be brought against the Association or the Architectural Committee (or any member, subcommittee, employee or agent thereof) in connection with such submission.

ARTICLE VIII

INSURANCE AND RECONSTRUCTION

Section 8.01. Insurance to be Carried. To the extent reasonably obtainable and to the extent obtainable at a reasonable cost, and in such amounts as the Board of Directors shall determine to be appropriate unless otherwise required herein, the Board of Directors shall obtain and maintain (1) fire and casualty insurance on property owned by the Association, (2) liability insurance, (3) directors and officers liability insurance and fidelity bonds, with coverages as are deemed appropriate in the judgment of the Board of Directors.

Coverage may not be cancelled or suspended (including cancellation for nonpayment of premium) or substantially modified without at least thirty (30) days written notice to the insured, including all known mortgagees of Units or Lots as shown on the records of the Association. Any deductible provision shall apply only to each occurrence rather than to each item of damage. The Board of Directors shall review such coverage at least once each year.

ARTICLE IX

GENERAL COVENANTS AND RESTRICTIONS

Section 9.01. Covenants and Restrictions. The Lots, the Property, the Owners and the Members shall be subject the following covenants and restrictions

A. Residential Use Only. Except as provided in Subsections (Q) and (R) below, the Property shall be used only for residential purposes and purposes incidental and accessory thereto. Except as hereinafter provided, no building or other structure, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residential dwelling (and any decks and patios attached thereto) (hereinafter collectively referred to as "Dwellings" and severally as "Dwelling").

B. Outbuildings: Sheds. In addition to the Dwelling constructed on a Lot, an Owner shall be entitled to construct no more than one (1) detached free-standing structure in the rear portion of the Owner's Lot for storage purposes provided that such structure (hereinafter referred to as a "Storage Building"): (a) conforms with all zoning, subdivision and building ordinances of any governmental Authority having jurisdiction over the Lot; (b) conforms with any architectural motif, building material, color and design characteristics applicable to the Dwelling located on the Lot; (c) is constructed on a concrete slab or other acceptable foundation; (d) is not constructed entirely or partially within or encroach upon any easements appurtenant to or affecting the Lot; and (e) has been approved by the Architectural Committee pursuant to Article VII above. Additionally, one dog house will be permitted on a Lot only if located so as not to be visible from the street.

C. Utility Easements. Easements for the installation, operation, and maintenance of utility and/or drainage facilities are reserved and/or dedicated, as set forth in this Declaration and/or shown on any subdivision plat of the Property or any portion thereof.

D. Lot Maintenance. It is the responsibility of the Association to maintain the landscaping over each Owners' lot except for the backyards of each Owners' lot. It is the responsibility of each Owner to prevent any unclean, unsightly, or unkempt conditions on such Owner's Lot which shall tend to substantially decrease the beauty of the neighborhood area and the Property. Under no circumstance shall grass exceed eight inches (8") in height at any time in the backyard of each Owners' lot.

E. Noxious Activities. No noxious or offensive activity or condition which tends to cause embarrassment, discomfort, annoyance or nuisance to any Owner or any tenant or guest thereof, shall be permitted upon any portion of the Property.

F. Unsightly Lots: Animals. Except as otherwise permitted herein, no plants, animals, devices (including, without limitation, wrecked or demolished vehicles or cars under repair), or thing of any sort of existence which, in any way, is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other Lots by the Owners thereof or the desirability of the Property as a residential neighborhood shall be maintained or permitted; provided that this Subsection (F) shall not be construed to prohibit the keeping of dogs, cats and other common domesticated household pets, so long as there shall be no more than three (3) common domesticated household pets per Dwelling, and provided that they shall not be kept, bred or maintained for commercial purposes.

G. Hunting: Trapping. Hunting and trapping of animals, fowl, and game is hereby prohibited within the Property, and the discharge of firearms or bows and arrows within the Property for any purpose shall not be allowed. The provisions of this paragraph shall not prohibit the Developer from instituting wildlife population control programs which may include the use of firearms, bows and arrows, or traps, during the period of construction and development, or from the exercise of appropriate police power by governmental bodies.

H. Trash Receptacles. Unless provided by the waste management service provider, each Owner shall provide receptacles of an approved type, size and style for garbage on each Lot. All garbage receptacles, tools and equipment for use on the Lot or otherwise, shall be placed within the Storage Building or behind a visual barrier in the rear portion of the Lot(s) to shield same from general visibility from roads abutting, or having a direct view of, the Lot(s). Trash receptacles may be maintained in the front or side yard of any Lot only for the purposes of collection, and then only for the shortest time reasonably necessary for such collection.

I. Temporary Structures. Except for any Storage Building permitted by this Declaration, no structure of a temporary character shall be placed upon any Lot at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the development of the Lots or the construction of any structures thereon. Temporary shelters, trailers, tents, or other structures of a like nature, shall not, at any time, be used as temporary or permanent residences or commercial facilities or be permitted to remain on any Lot after completion of construction of the Dwelling thereon. In addition, commercial vehicles (including, without limitation, vehicles of any type having more than 3/4 ton capacity or more than four (4) wheels), trailers, boats and other recreational vehicles, or vehicles of a like nature, shall not, at any time, be used as temporary or permanent residences or commercial facilities.

Unless used in connection with the construction or sales of Units by the Developer (or a Builder Owner) or maintenance of the Property, no commercial vehicle, boat, boat trailer, motor home, house trailer, recreational vehicle or other vehicle or similar items may be parked or stored on any part of the Property or Lot unless fully enclosed within a closed garage or in an area specifically designated on the plats depicting the Property or by the Association from time to time as storage areas for such vehicles. The term "commercial vehicles" as used herein shall include all commercial trucks and shall also include all other motor vehicles and vehicular equipment which shall bear any sign imprinted, painted or placed on any exterior surface of said vehicle containing a reference to a commercial business or undertaking. The term "recreational vehicles" shall include all motorized vehicles used or designed primarily for recreational purposes except for jeeps and other four-wheel drive vehicles of a similar size. Nothing in this Subsection I shall be construed to prohibit or limit the parking of any vehicle of any kind or nature in a closed garage.

J. Storage Tanks. No fuel tanks or similar storage receptacles may be exposed to view, and such storage receptacles may be installed only within a Dwelling, within any fenced area as otherwise permitted herein, or buried underground.

K. Trees: Vegetation. After the transfer of title by the Developer of a Lot or other portion of the Property no trees or vegetation exceeding four inches (4") in diameter shall be removed from any such transferred Lot or other portion of the Property except with the written permission of the Architectural Committee; provided, however, this restriction shall not apply to dead, diseased or storm damaged trees or vegetation and shall not prevent the pruning of trees or vegetation to promote healthy growth of same. Developer and the Owners of the Lots shall use their best efforts to preserve all existing trees and vegetation exceeding four inches (4") in diameter located on the Lots other than those that must be removed for the construction, operation and maintenance of street and/or utility lines, construction of Dwellings, or purposes required or approved by any governmental authority having jurisdiction over the Lots.

L. Subdivision. No boundary lines of any Lots shall be changed except with the written consent of the Developer during the Developer Control Period. However, the Developer hereby expressly reserves to itself, its successors, or assigns, the right to replat any Lot which the Developer owns in order to create a modified building Lot and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a residential building site. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner.

M. Trash: Debris. No trash, garbage, construction debris or other unsightly or offensive material shall be placed upon any portion of the Property, except as is temporary and incidental to the bona fide improvement of said Property. The condition of job sites shall be neat and orderly during construction and no chain link fences shall be permitted during construction or otherwise. Debris must be removed frequently and street frontage shall be swept clear of sand, concrete and rubbish whether caused by contractor, material suppliers or their employees. Lots adjoining construction sites may not be used for material storage or for dumping of debris.

N. Protective Screening and Fences. Any screen planting, fence enclosures or walls initially developed on a Lot or other portion of the Property shall not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Architectural

Committee. Except for the foregoing, no fence, wall, or screen planting of any kind shall be planted, installed or erected upon a Lot or other portion of the Property unless approved by the Architectural Committee in writing. A fence may extend forward of the rear building line of the dwelling constructed on the Lot only in order to encompass a pedestrian walk-through door to the garage or the main portion of the Dwelling. With regard to corner Lots, all fences that exceed 48" in height may not be located any closer than 20' from the edge of the curb adjoining the abutting street. Until such time as the rezoning proffers applicable to the Property are amended to provide otherwise, (i) privacy fencing is not permitted; (ii) all fences must be open style (i.e. not solid), no greater than fifty percent (50%) opaque and not in excess of 60" in height; and (iii) open style fences with brick or stone pillars and matching bases no greater than eighteen inches (18") in height may be permitted if initially installed by the Developer or a Builder Owner or subsequently approved by the Architectural Committee. No screen planting, fence or wall shall adversely affect or interfere with surface drainage across Lot lines. All fences shall comply with the applicable zoning and other ordinances of the City of Chesapeake. All fences located in front of the rear building line of the house located on a Lot, and all corner Lot fences facing a public right-of-way shall have a continuous row of landscape materials, such as shrubs or trees abutting the fence on the public right-of-way side except at gates or sidewalk areas.

O. Exterior Elevations, Color and Materials. Architectural motif and exterior elevations, color and materials of Dwellings, decks, fences and other structures are subject to the regulation of any governmental Authority having jurisdiction over the Lots and the approval of the Association for aesthetic appearance. The selection of exterior materials shall be harmonious with the architectural motif of each Dwelling and the community development as a whole, and the front and sides of all Dwellings shall be of the identical exterior treatment unless approved in writing by the Architectural Committee, which approval may be withheld in its sole discretion.

P. Signs. No sign whatsoever (including, but not limited to, commercial, political and similar signs) shall be permitted or maintained on any Lot except the following:

1. Signs required in connection with any legal proceedings or proceedings of any governmental Authority;
2. During construction of a Dwelling, one (1) job identification sign, not larger than eighteen (18) by twenty-four (24) inches; and
3. One attractive "For Sale" or "For Lease" sign not exceeding two feet (2') by three feet (3') and which shall conform to then current Municipal Code of the City of Chesapeake, Virginia.

Q. Models, Sales Offices. Anything in this Declaration to the contrary notwithstanding, so long as, and during the period of time while, the Developer or any Builder Owner or other purchaser to whom the Developer has sold any Lots, is constructing and selling Dwellings, the Developer reserves the right, for the benefit of itself and for the benefit of such Builder Owners or other purchasers to whom such right has been granted by the Developer, to maintain such model dwellings, sales offices, signs and other offices and activities which the Developer may, in its sole discretion, deem available.

R. Commercial and Professional Activity on Property. No wholesale or retail business shall be conducted in or on any Lot or other portion of the Property without the consent of the Architectural Committee, except (i) by the Developer in conjunction with the initial construction, development, lease and sale of Lots and Units, and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

S. Chesapeake Requirements. All construction and improvements on the Lots shall comply with the requirements of the City of Chesapeake applicable to the Property.

T. No Above-Surface Utilities without Approval. No utility facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits, shall be placed or maintained above the surface of the ground, unless there is prior written approval given by the Association.

U. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Developer, no extensive work on any motor vehicles, boats, ATVs, motorcycles or machines of any kind shall be permitted outdoors on such Lot or portion thereof.

V. Stormwater Facilities. It is the responsibility of each Owner to routinely maintain any drainage swale(s), drainage inlet or path and/or other drainage facility, including without limitation, such drainage facilities as are located within the Drainage Easements, that are located on such Owner's Lot. Maintenance shall include removing debris, trash, tree limbs, leaves and promoting uniform grass coverage thereon. Under no circumstances shall grass exceed eight (8") inches in height within any drainage facility and/or drainage swales. Under no circumstances shall an Owner place fill or any other way alter the ground grades (elevations) within any drainage facility and/or drainage swales. Under no circumstances shall fences be placed in a manner to block or change the drainage on any Lot. To allow drainage on Lots, fences must be a minimum of 4" above any drainage facility or ground elevation.

W. Oil and Mining Operations. No portion of the Property shall be used for the purpose of boring, drilling, refining, mining, or quarrying.

X. Television and Radio Antennas/Satellite Dishes. No outside antenna or satellite dish shall be erected on any Lot or other portion of the Property, except that not more than one satellite dish not exceeding 18" in diameter may be erected and maintained on each Lot in an inconspicuous location. Plans for placing such a satellite dish on any Lot must be submitted to the Architectural Committee in accordance with Section 7.03 hereof for prior review and approval or disapproval. This prohibition shall include any similar apparatus or equipment for receiving or transmitting radio, television or other transmissions not presently in use but which may be developed, invented, adopted or created subsequent to the date hereof.

Y. Motorcycles and other Motorized or Self-Propelled Machines. No motorcycle, golf cart, go-kart, ATV, scooter, mini-bike or other motorized or self-propelled machine shall be operated on any portion of the Property or any adjacent property owned or controlled by the

Developer or any Builder Owner except as may be lawfully permitted on streets, parking areas or similar portions of the Property or such adjacent property intended for motor vehicle traffic. In addition to being a violation of these general rules and restrictions, a violation of this restriction by an Owner may be a violation of local or state laws and subject a violating owner to civil or criminal penalties. If any such penalties are imposed on or asserted against the Association as a result of a violation by an Owner, such Owner shall be responsible for and pay such penalties, as well as any other costs incurred by the Association as a result thereof

Z. Clotheslines and Above-Ground Pools. Outdoor clotheslines or other facilities for the drying or airing of any clothing or bedding shall not be permitted on any Lot or portion of the Property. No above-ground pools shall be permitted on any Lot or portion of the Property. Hot tubs, swim spas and similar facilities approved by the Architectural Committee pursuant to Article VII above and otherwise complying with all applicable laws, codes and zoning and other ordinances of the City of Chesapeake shall not be deemed to be above-ground pools, and subject to the foregoing requirements, shall be permitted.

AA. Leases. An Owner shall not lease a Unit to a transient tenant, i.e., a lessee whose initial lease term is less than one year. All leases shall be for an initial term of not less than twelve (12) consecutive months. Subletting is not permitted. No portion of any Unit (other than the entire Unit) shall be leased for any period. A Unit shall be deemed to be leased whenever it is occupied by a person who is not a member of the Unit Owner's family, unless the Unit Owner is also occupying such Unit. Any Unit Owner intending to lease the Unit shall submit a written request and a copy of the lease to be used (collectively referred to as "written request") to the Board of Directors indicating the Unit Owner's intent to lease the Unit. The Unit shall not be leased until the Board of Directors responds, in writing, approving the lease of the Unit. The Board of Directors shall respond within fifteen (15) days of receipt of the written request of the Unit Owner. It shall be the Unit Owner's responsibility to ensure that the written request is received by the Board of Directors. Permission will be granted or denied by the Board of Directors. The Board of Directors will act on written requests in the order received.

Any Unit Owner whose request to lease the Unit is approved shall promptly provide to the Tenant(s), at the Unit Owner's expense, a copy of the Governing Documents, rules and regulations and any amendments thereto (collectively referred to as the "Association Instruments"), and shall provide in all leases for a Unit that the Tenant(s) shall be bound by the Association Instruments and that a breach of the Association Instruments by the Tenant(s) shall be a breach of the lease. All Tenant(s) shall be required to execute a "Lease Addendum", which form shall be provided by the Board of Directors or the Association manager upon approval of the written request and shall provide, among other things, (a) that the Tenant agrees that the Board of Directors shall have the right to enforce compliance with the Association Instruments directly against the Tenant(s) and (b) that upon the default by the Unit Owner-Landlord in the payment of Assessments or other amounts payable by the Unit Owner-Landlord to the Association and the giving of written notice by the Board of Directors or the Association manager to the Tenant, the Tenant shall make its payments of rent under the lease directly to the Association which shall be entitled to deduct and apply any amounts due and owing by the Unit Owner-Landlord to the Association and to remit the balance to the Unit Owner-Landlord. Notwithstanding this paragraph, the Tenant(s) shall be bound by the terms of the Association Instruments even if the Unit Owner-Landlord has failed to comply herewith.

The Tenant(s) and the Unit Owner of any Unit shall be jointly and severally responsible for any damage to any Association Property caused by the Tenant(s) and/or its guests and invitees, and shall be jointly and severally responsible for legal fees, court costs, or other costs incurred by the Association in removing the Tenant(s).

The Board of Directors shall have the authority to adopt reasonable rules and regulations regarding procedures associated with leasing of Units and the administration of the requirements set forth herein. Such rules and regulations may include, but are not limited, to administrative fees to be paid by a Unit Owner-Landlord, payment of maintenance and repair costs, if any associated with negligent or reckless conduct by Tenant(s).

The provisions and restrictions on leasing as contained in this Subsection AA shall not apply to foreclosing lenders or impair the right of first mortgagees to foreclose or take title to a Unit, to accept a deed (or assignment), in lieu of foreclosure in the event of default by a mortgagor, to take possession and lease an acquired Unit or to otherwise act upon their mortgages.

BB. Building Setback Line. No dwelling or other structure shall be built or located on any Lot closer to the front, side and rear Lot lines than the requirements provided and set forth by the City of Chesapeake. If the City of Chesapeake has granted an Owner a variance from such setback requirements, the Architectural Committee may grant an identical variance in a proper situation in its sole determination.

CC. Wetlands and Environmentally Sensitive Areas. Portions of the Association Property may be comprised of areas of natural wetlands and natural areas subject to conservation easements and/or building and use restrictions (the "Environmentally Restricted Areas") and some Environmentally Restricted Areas outside of the Property may adjoin some of the Lots. No Owner may construct any improvements whatsoever or place any personal property in Environmentally Restricted Areas nor may any Owner use any Environmentally Restricted Areas in any manner contrary to law or any covenants or conditions imposed on any of the Environmentally Restricted Areas. In addition to being a violation of these general rules and restrictions, such actions by an Owner may be a violation of local, state or federal laws and subject a violating owner to civil or criminal penalties. If any such penalties are imposed on or asserted against the Association as a result of a violation by an Owner, such Owner shall be responsible for and pay such penalties, as well as any other costs incurred by the Association as a result thereof.

DD. Rules. From time to time the Board of Directors may adopt general rules, including but not limited to rules to regulate potential problems relating to the use of Property and the well-being of Members, such as the definition of nuisances, keeping of animals, storage and use of all vehicles, storage and use of machinery, leasing, use of outdoor drying lines, antennas, satellite dishes, signs, trash and trash containers, restrictions on sprinkler and irrigation systems, private irrigation wells and uses of lakes, water bodies and wetlands, maintenance and removal of vegetation on the Property in accord with non-point source pollution control standards (collectively, the "Rules"). The Rules and any subsequent amendments thereto shall be binding on all Members and occupants of the Property, including their tenants, guests and invitees, except where expressly provided otherwise in the Rules. The Rules as adopted from time to time are herein incorporated by

reference and shall be as binding as if set forth herein in full; provided, however, that in the event of a conflict between any provision(s) in the Rules and the Governing Documents, the provision(s) set forth in the Governing Documents shall control.

EE. Irrigation. Subject to the rights retained by Developer, no sprinkler or irrigation system of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or surface waters within or adjacent to the Property shall be installed, constructed or operated within the Property without the written approval of Developer, except that the Association shall have the right to draw upon water from such water bodies for irrigation of the Association Property. Provided, however, this paragraph shall not apply to the Developer and may not be amended during the Developer Control Period without Developer's written consent. The foregoing provisions of this Subsection EE shall not prohibit the installation and operation of irrigation systems using well water or city water as the irrigation water source.

FF. Lakes and Water Bodies. There shall be no swimming, use of personal flotation devices, boating or fishing in any lakes or ponds located within the Property. This paragraph shall not apply to prohibit any use by Developer specifically authorized under this Declaration. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other water bodies within the Property.

GG. Hazardous Uses: Wastes. Nothing shall be done or kept on the Property which will increase the rate of insurance applicable for permitted uses for the Association Property or any part thereof without the prior written consent of the Board of Directors, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Association Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports inflammatory or explosive cargo may be kept or driven on the Property at any time. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about such Owner's Lot or Unit, the Association Property or any portion of the Property, or transport to or from any portion of the Property any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be committed on the Association Property.

HH. Lawful Use. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Association, the Developer or any owners association or condominium unit owners association, whichever shall have

the obligation for the upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be included in the Maintenance Assessment, as appropriate.

II. Obstructions. No person shall obstruct any of the Association Property or otherwise impede the rightful access of any other person on any portion of the Property upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Association Property without the approval of the Board of Directors of the Association. Nothing shall be altered or constructed in or removed from the Association Property except with the proper written approval of the Board of Directors.

JJ. Association Property. The Association Property shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots and Units. The improvements located on the Association Property shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents, no Owner shall make any private, exclusive or proprietary use of any of the Association Property without the prior written approval of the Board of Directors and then only on a temporary basis.

KK. Landscaping; Sight-lines. No tree, hedge or other landscape feature shall be placed or maintained in a location which obstructs sight-lines for vehicular traffic on public or private streets. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with the public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. No water pipe, sewer pipe, gas pipe, drainage pipe, television cable, electrical wire, or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

LL. Maintenance of Property. Each Owner shall keep all Lots and Units owned by him, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association and consistent with a first-quality development, and in accordance with any Rules adopted by the Association.

MM. Security. Neither the Association, nor Developer shall be held liable for any loss or damage by reason of failure to provide security or ineffectiveness of security measures undertaken. All Owners, tenants guests, and invitees of any Owner, as applicable, acknowledge that the Association and Developer, and committees established by any of the foregoing entities, are not insurers and that each Owner, tenant, guest and invitee assumes all risk or loss or damage to persons, to structures or other improvements situated on Lots and Units, and to the contents of any improvements situated on Lots and Units and further acknowledge that Developer has made no representations or warranties, nor has any Owner, tenant, guest, or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

NN. Amendment during Developer Control Period. Developer reserves unto itself, during the Developer Control Period, the exclusive right (i) to alter, modify, enlarge, release or waive

the requirements of any of the easements, restrictions, covenants, conditions and reservations contained in this Article IX by an appropriate written instrument executed solely by Developer (without notice to, or the requirement of the joinder in the execution thereof by, any Owner of a Lot), duly recorded in the Clerk's Office wherein instruments affecting the Lots are then recorded, and (ii) to approve or disapprove any construction of Dwellings or structures upon, and any development of, any Lot.

OO. Solar/Wind Collection Devices. Solar and wind collection devices shall not be permitted on any Lot, any structure built thereon, or any portion of the Property.

PP. Occupancy Restrictions. In accordance with the Fair Housing Act Amendment of 1988 (42 U.S.C. § 3601 et seq.) and the exemption therefrom provided by 42 U.S.C. § 3607(b)(2)(c) regarding discrimination based on familial status; the Housing for Older Persons Act of 1995 (46 U.S.C. § 3601 et seq.); the Virginia Fair Housing Law (Va. Code § 36-96.1 et seq.); any regulation adopted pursuant to the foregoing and any amendment to the foregoing as now or hereafter may exist (collectively, the "Fair Housing Laws"), the following restrictions on ownership, use and occupancy are hereby imposed on the Owners, Dwelling Units and Lots:

(a) One hundred percent (100%) of the inhabited Dwelling Units on the Property shall be occupied by at least one Resident who is fifty-five (55) years of age or older. Each Resident shall provide the Association with reasonable evidence of proof of age. With respect to those Lots occupied by a person who is fifty-five (55) or older, the following conditions apply:

(i) All other Residents must reside with a person who is fifty-five (55) years of age or older.

(ii) Guests of Owners or Residents under the age of eighteen (18) years are permitted for periods of time not to exceed sixty (60) days total for each such guest in any calendar year.

(iii) If title to any Lot or Dwelling Unit shall become vested in any person under the age of fifty-five (55) by reason of descent, distribution, foreclosure or operation of law, the covenant shall not work a forfeiture of title, but rather such person thus taking title shall not be permitted to reside in such Lot or Dwelling Unit until he attains the age of fifty-five (55) years, or otherwise satisfies the requirements as set forth above. Notwithstanding the foregoing, the surviving spouse of an Owner may retain ownership and occupancy of the Lot and/or Dwelling Unit without regard to age of such surviving spouse, provided the ownership and occupancy of such surviving spouse does not violate the requirement of the Fair Housing Laws that eighty percent (80%) of the Lots be occupied by a person who is fifty-five (55) years or older.

(b) It is the intent of the Declarant to sell and market the Property as a qualified age 55 or over Community. However, up to twenty percent (20%) of the inhabited Dwelling Units on the Property may be initially conveyed by Declarant and occupied by at least one Resident who is between forty-five (45) and fifty-five years of age. All subsequent conveyances and occupancy of Lots and/or Dwelling Units must comply with the terms of Section 15.01(a) above. With regards to

the twenty percent (20%) of the Dwelling Units which may be occupied by one Resident who is forty-five years of age or older, the following conditions apply:

(i) All other Residents must reside with a person who is forty-five (45) years of age or older.

(ii) Guests of Owners or Residents under the age of eighteen (18) years are permitted for periods of time not to exceed sixty (60) days total for each such guest in any calendar year.

(iii) If title to any Lot or Dwelling Unit shall become vested in any person under the age of forty-five (45) by reason of descent, distribution, foreclosure or operation of law, the age restriction covenant shall not work a forfeiture of title, but rather such person thus taking title shall not be permitted to reside in such Lot or Dwelling Unit until he attains the age of forty-five (45) years, or otherwise satisfies the requirements as set forth above. Notwithstanding the foregoing, the surviving spouse of an Owner may retain ownership and occupancy of the Lot and/or Dwelling Unit without regard to age of such surviving spouse, provided the ownership and occupancy of such surviving spouse does not violate the requirement of the Fair Housing Laws that eighty percent (80%) of the Lots be occupied by a person who is fifty-five (55) years or older.

(c) The above described use restrictions shall be enforced by the Board of Directors and may be amended by the Board of Directors from time to time in accordance with applicable local and state regulations governing age restricted housing and the Fair Housing Act so long as the substantive intent as set forth herein is maintained.

Section 9.02. Minimum Architectural Standards All Dwelling Units constructed on the Lots shall be subject to the following architectural standards:

A. Foundations. The foundation of each Unit shall be built on a crawl space or raised slab of not less than sixteen (16) inches in height. The exterior of the Unit shall contain skirting to a height equal to the top of the crawl space or raised slab, and the skirting on all elevations shall be brick and/or stone.

B. Façade Materials. Not less than 90% of the exterior wall finish materials of each dwelling shall be brick, stone, or cementitious siding ("Hardiplank," or similar material approved by the ARC). Other accent and trim materials shall be as set forth in the Detailed Standards developed and promulgated by the ARC.

C. Roof. Roofing material shall be an architectural shingle with a thirty (30) year life.

D. Heating and Cooling. No dwelling or other structure shall be heated or cooled by the use of a water-to-air heat pump, except that closed-loop systems not including a source well are acceptable.

E. Size.

a. Single family detached age restricted lots:

- i. Shall be no less than 6,000 sq. ft. in lot area and shall be 60' wide at the front yard setback.
- ii. Yard setbacks shall be as follows: Front – 20' (porches may extend 6' into front setback); Side – 7'; and Rear Yard – 15'.
- iii. The minimum living area for the age restricted detached homes shall be 2,000 square feet and incorporate principles of Universal Design including master bedrooms on the first floor.

b. Single family attached age restricted lots:

- i. Shall be no less than 3,000 sq. ft. in lot area and shall be rear loaded.
- ii. Yard setbacks shall be as follows: Front – 12' (porches may extend 6' into front setback). Side – 6' and Rear Yard – 18' to the alley.
- iii. The minimum living area for the age restricted attached homes shall be 1,650 square feet and incorporate principles of Universal Design including master bedrooms on the first floor.

ARTICLE X

ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 10.01. Declaration Runs with the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to this Declaration) covenants and agrees for himself, herself, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of this Declaration including personal responsibility for the payment of all charges which may become liens against his, her or its property and which become due while he, she or it is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 10.02. Enforceability.

A. Actions at Law or Suit in Equity. The provisions of this Declaration shall bind the Property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Developer and the Association (being hereby deemed the agent for all of its

Members), and by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of this Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity to enforce the provisions hereof.

B. Penalties and Fines. In addition or as an alternative to an action at law or suit in equity, the Board of Directors may, with respect to any violation of this Declaration, the By-Laws, and the rules and regulations adopted by the Board of Directors, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Lot Owner or Unit occupant shall be deemed a Special Assessment against the Lot of such Owner or on which the Unit occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Lot Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration. Fines and penalties for violations of this Declaration, the By-Laws and rules and regulations adopted by the Board of Directors may be charged in accordance with the provisions of Section 55-513 of the Code of Virginia.

Section 10.03. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of this Declaration shall in no event be construed as a waiver of the right by the beneficiary or any other to do so thereafter, as to the same or a similar violation, occurring prior to or subsequent thereto. No liability shall attach to the Developer, the Association (or any officer, director, employee, Member, agent, committee member) or to any other person or organization for failure to enforce the provisions of this Declaration.

Section 10.04. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, or the rules and regulations promulgated thereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (1) the Owner, or (2) any family member, tenant, guest or invitee of the Owner, or (3) a family member or guest or invitee of the tenant of the Owner, or (4) a guest or invitee of (i) any member of such Owner's family, or (ii) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot, Unit or other portion of the Property owned by such Owner, if any.

Section 10.05. Inspection and Entry Rights. Any agent of the Association (or the Architectural Committee) may at any reasonable time or times, upon not less than 24 hours notice to the Owner, enter upon a Lot or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures or other improvements thereon comply with this Declaration, or with rules and regulations issued pursuant thereto. Neither the Association nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

In addition to the above, with respect to areas not maintained by the Association, if the Architectural Committee determines that it is necessary to trim, cut or prune any tree, hedge or other

planting because its location or the height to which or the manner in which it has been permitted to grow is unsightly, detrimental or potentially detrimental to persons or property or obscures the view of street traffic or is otherwise in violation of this Declaration, the Association shall notify the Owner of the Lot or other portion of the Property who shall be obliged to remedy the violation. If the Owner fails to remedy the violation within thirty (30) days after such notice is given, then the Association may take such remedial action at the expense of the Owner.

Section 10.06. Default Notices to be Sent to Mortgagees. The Association shall be notified by each Lot Owner or such Lot Owner's mortgagee of the name of the mortgagee of any mortgage on such Owner's Lot. Upon receipt of such notice, when requested by the mortgagee, the Association shall thereafter provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation by such Owner of any provision of this Declaration.

Section 10.07. Amending or Rescinding. The Developer, during the Developer Control Period, may make amendments to this Declaration to correct omissions or errors, which amendments shall not adversely modify substantial rights of any Lot Owner without such Lot Owner's written consent. All other amendments or a rescission of this Declaration, unless otherwise specifically provided for herein, may be made by obtaining the consent in writing of the Owners of not less than two-thirds (2/3) of all Lots which are subject to this Declaration, not including those Lots owned by the Developer. In addition, and notwithstanding the above, during the Developer Control Period, the written consent of the Developer will be required for any amendment which adversely affects a substantial interest or right of the Developer, which consent must not be unreasonably withheld.

In voting for such amendment or rescission, Owners shall have one (1) vote for each Lot owned.

The Owners of every Lot shall receive written notice of every proposed amendment or rescission at least thirty (30) days prior to the date or initial date set for voting on said proposed amendment or rescission.

In addition to the approval of the Owners and Developer as provided for herein, no amendment or rescission which substantially affects the interest of any lending institution shall be effective if lending institutions which together are mortgagees on one-third (1/3) or more of the lots advise the Association in writing, prior to the date or initial date set for voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment or rescission which substantially affects the interest of any lending institution first mortgagees shall be sent to all such lending institution first mortgagees whose names appear on the books or records of the Association at least thirty (30) days prior to the date or initial date set for voting on the proposed amendment or rescission.

Section 10.08. Owner Responsible for Tenants. Any lease of a Unit shall provide that the tenant shall comply in all respects with the terms of this Declaration, the By-Laws, and rules and regulations, if any, of the Association. If a tenant is in violation of this Declaration, the By-Laws or rules or regulations, the Association shall so notify the Owner of the Unit which such tenant occupies in writing by certified mail, return receipt requested. If the violation is not cured or eviction proceedings commenced against the tenant within fourteen (14) days after the Owner has received

notice of such violation, the Association may pursue any remedies which it may have pursuant to Section 10.02 of this Declaration. Anyone who leases his Unit shall provide the Association with the names and telephone numbers of all persons who are tenants or who will reside in the Unit.

Section 10.09. When Amendment or Rescission Becomes Effective. Any amendment or rescission to this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Clerk of the Court. Such instrument need not contain the written consent of the required number of Owners but shall contain a certification by the Board of Directors that the consents required for such amendment have been received and filed with the Board of Directors.

Section 10.10. Duration. The provisions of this Declaration unless amended or rescinded as hereinbefore provided, shall continue with full force and effect against both the Property and the Owners thereof until forty (40) years from the initial date of recordation of this Declaration, as then in force, and be automatically, and without further notice, extended for successive periods of ten (10) years each.

Section 10.11. Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited by the provisions hereof.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interests of the Owners and residents of the Property to the end that the Property shall be reserved and maintained as a high quality community.

In granting any permit, authorization, or approval, as herein provided, the Association may impose any conditions or limitations thereon as it shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

Section 10.12. Conflict with Municipal Laws. The covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. Land required to be set aside for open space by the City of Chesapeake, Virginia may not be developed for any purpose not expressly approved by the City of Chesapeake, Virginia.

Section 10.13. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 10.14. Invalidity of Agreement or Declaration. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE XI

GENERAL

Section 11.01. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

Section 11.02. Right Reserved to Impose Additional Protective Covenants. The Developer reserves the right to record additional protective covenants and restrictions prior to the conveyance of any lands encumbered by this Declaration.

Section 11.03. Notice. Any notice required to be sent to the Developer or to any Owner or mortgagee under the provisions of this Declaration, unless otherwise provided herein, shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Developer, Owner or mortgagee on the books or records of the Association at the time of such mailing. Unless otherwise required herein, notice shall also be deemed to have been properly sent when mailed, postage prepaid, to such other addresses as any of them may have designated to the Association or its agents; or notice may be hand delivered by the Association or its agents, provided the Association or its agent certifies in writing that notice was delivered to the Member.

Section 11.04. Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, the Association and its successors, shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust and, upon such assignment, the successor corporation or trust shall have all the rights and be subject to all the duties of the Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the extent as if the successor corporation or trust had been an original party and all references herein to the Board of Directors shall refer to the Board of Directors (or Trustees) of such successor corporation or trust. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association. If, for any reason, the Association shall cease to exist without having first assigned its rights hereunder to a successor corporation or trust, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition the court of competent jurisdiction to appoint a trustee for the purpose of organizing a not-for-profit corporation or trust to take over the duties and responsibilities of the entity, subject to the conditions provided for herein with respect to an assignment and delegations to a successor corporation or trust.

Section 11.05. Right of Association to Transfer Functions. Unless otherwise specifically prohibited herein or within the Articles of Incorporation or By-Laws of the Association, any and all

functions of the Association shall be fully transferable in whole or in part to any other homeowners or residents association or similar entity.

Section 11.06. Conflicts with Edinburgh Development Criteria and/or Edinburgh Design Criteria. Unless otherwise specified herein, to the extent that a conflict or discrepancy may arise between these covenants, conditions and restrictions set forth herein with the most up to date version of the Edinburgh Development Criteria and/or the Edinburgh Design Criteria as approved by the Chesapeake City Council, then the most up to date versions of the Edinburgh Development Criteria and/or the Edinburgh Design Criteria as approved by the Chesapeake City Council shall control. The Edinburgh Development Criteria and the Edinburgh Design Criteria are included and made a part of this document as Exhibit B and Exhibit C respectively, but they may be amended or changed through approval of the Chesapeake City Council.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, Developer has caused this Declaration to be signed in its name and behalf.

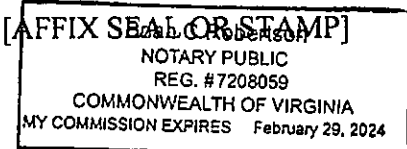
PRECON DEVELOPMENT CORPORATION, INC.,
a Virginia corporation

By: [Signature]
Name: DAVID W. FULLER
Title: PRESIDENT

STATE OF VIRGINIA
COUNTY/CITY OF VA Beach, to-wit:

The foregoing instrument was acknowledged before me, a notary public in and for the jurisdiction aforesaid, by David W. Fuller, President of Precon Development Corporation, Inc., a Virginia corporation, on behalf of the company.

Given under my hand and seal this 27th day of Dec, 2022.



[Signature]
Notary Public

My commission expires: 2/29/24
Notary Registration No. 7208059

IN WITNESS WHEREOF, Developer has caused this Declaration to be signed in its name and behalf.

JINGER LAND, LLC,
a Virginia limited liability company

By: [Signature]
Name: DAVID W. FULLER
Title: MANAGER - MEMBER

STATE OF VIRGINIA
COUNTY/CITY OF VA Beach, to-wit:

The foregoing instrument was acknowledged before me, a notary public in and for the jurisdiction aforesaid, by David W. Fuller, Manager of Jinger Land, LLC, a Virginia limited liability company, on behalf of the company.

Given under my hand and seal this 27th day of Dec, 2022.

[AFFIX SEAL OR STAMP]
Brian C Robertson
NOTARY PUBLIC
REG. #7208059
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES February 29, 2024

[Signature]
Notary Public

My commission expires: 2/29/24
Notary Registration No. 7208059

EXHIBIT A

ALL THOSE certain lots, pieces or parcels of land, situate, lying, and being in the Pleasant Grove Borough of the City of Chesapeake, Virginia, being known numbered and designated as "Lots 1-43", "Openspace A, B, and C", and "Alley" as shown on that certain plat entitled "SUBDIVISION PLAT OF THE COTTAGES AT EDINBURGH, PLEASANT GROVE BOROUGH – CHESAPEAKE, VIRGINIA" prepared by American Engineering Associates – Southeast P.A., Inc., dated May 24, 2022, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Map Book 181, at pages 52 through 54, incl.

EXHIBIT B

[Edinburgh Development Criteria]

20-0-098

AN ORDINANCE AMENDING THE CHESAPEAKE ZONING ORDINANCE TO PROVIDE FOR THE MODIFICATION OF THE DEVELOPMENT CRITERIA APPROVED WITH THE EDINBURGH PLANNED UNIT DEVELOPMENT, TO ALLOW SINGLE FAMILY DETACHED AND SINGLE FAMILY ATTACHED AGE RESTRICTED HOUSING (PLN-PUDM-2020-002).

WHEREAS, the Council of the City of Chesapeake finds the public necessity, convenience, general welfare and good zoning practice, so require;

BE IT ORDAINED by the Council of the City of Chesapeake, Virginia, that the Development Criteria for the Edinburgh Planned Unit Development be, and the same hereby is, modified to allow single family detached and single family attached age restricted housing. The Edinburgh PUD is located at 1504 Edinburgh Parkway and is shown on the Chesapeake Tax Maps as Parcel No. 0730000000653 in the Pleasant Grove Borough and further shown on the attached Exhibit "A"; Jinger Land, LLC, Applicant/Owner; Land Planning Solutions, Agent.

This modification incorporates by reference the amended Development Criteria, attached hereto as Exhibit "B" and dated September 21, 2020. This ordinance and the incorporated Development Criteria shall be recorded simultaneously in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia and shall supersede any conflicting provision of any document previously recorded in the land records that are related to this PUD.

ADOPTED by the Council of the City of Chesapeake, Virginia, this 20th day of October, 2020.

APPROVED:

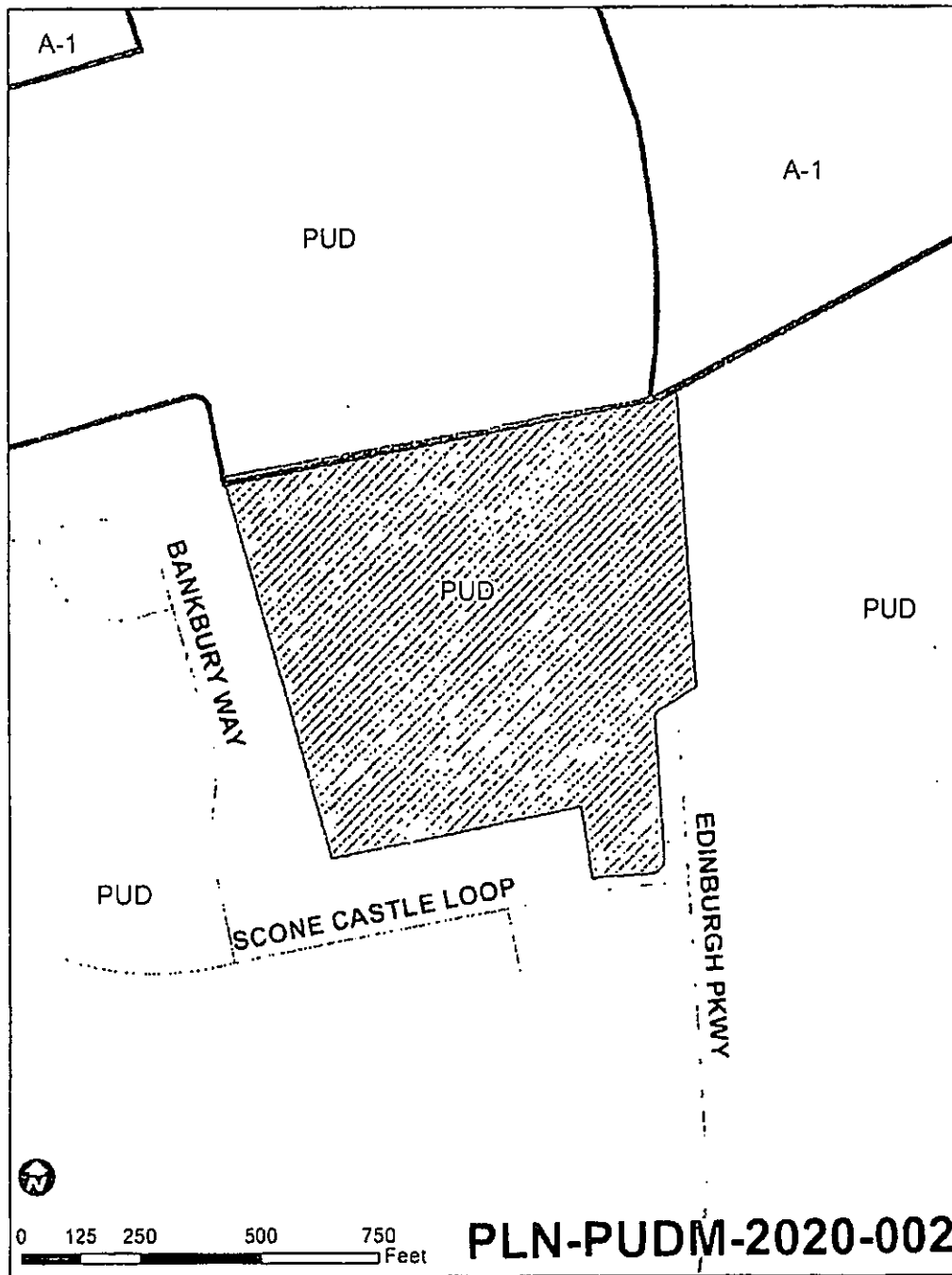
Peck West
Mayor

ATTEST:

Sandia Madison
Clerk of the Council

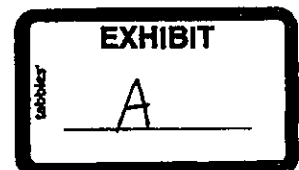
APPROVED AS TO FORM:

C. A. [Signature]
Deputy City Attorney



Cottages at Edinburgh

APPLICANT: Jinger Land **OWNER:** Jinger Land LLC **AGENCY:** Land Planning Solutions
PROPOSAL: A modification to the Edinburgh PUD to allow single family detached and single family attached age restricted housing. **ZONE:** PUD, Planned Unit Development
LOCATION: 1504 Edinburgh Parkway **TAX MAP SECTION/PARCEL:** 0730000000653
BOROUGH: Pleasant Grove



Development Criteria
for the
Edinburgh
Planned Unit Development (PUD)

Approved by City Council: October 16, 2001
Revised: PUD Modification Approved by City Council 11-16-04
Revised: PUD Modification Approved by City Council 5-15-2012
Revised: PUD Modification Approved by City Council January 21, 2020

PLN-PUDM-2020-002: Revised September 21, 2020

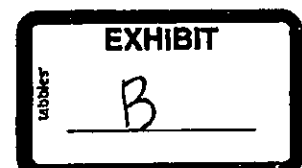


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Section I. General

A. *Applicability and Purpose of Criteria*

1. These Development Criteria shall apply to the Edinburgh Planned Unit Development (PUD), which consists of approximately 699 acres zoned to the PUD district by act of the Chesapeake City Council on October 16, 2001, amended on November 25, 2003, November 16, 2004 and May 15, 2012, and such additional areas as may be added to the Edinburgh PUD by subsequent acts of City Council. The amendments to these Criteria adopted on November 25, 2003 and November 16, 2004, as part of EB(M)-03-01, EB(M)-04-01 and EB(M)-11-01, respectively, shall apply to all development, subdivision, use and construction within the PUD after the effective dates of each amendment. Notwithstanding this, any final site plans, subdivision plans, or construction plans for public improvements approved by the City prior to the amendments shall be considered valid for so long as permitted under the Chesapeake Zoning Ordinance and the Chesapeake City Code.
2. These Development Criteria are an integral part of the Edinburgh PUD, along with its Master Land Use Plan. They may be referred to as "the Criteria" for short in the rest of this document. The Criteria serve several important functions:
 - a. They will assist prospective buyers and others interested in the Edinburgh PUD in understanding the nature of the PUD and its development.
 - b. They supplement the *Chesapeake Zoning Ordinance* with special provisions governing development and construction within the PUD. Where a conflict exists between these Criteria and any provision in the Chesapeake City Code or Chesapeake Zoning Ordinance, these Criteria will apply.
 - c. They establish the Edinburgh Architectural Review Committee and its responsibilities, procedures, provisions for succession, and the adoption and implementation of design guidelines,
 - d. They set forth obligations and timing for a number of improvements which the Developer shall construct in support of the PUD.
3. The term "Developer," as used herein, shall mean Precon Development Corporation, Inc. Definitions of all other terms used herein shall be as set forth in the *Chesapeake Zoning Ordinance*, including, but not limited to, the definitions set out in Section 3-403 of the *Chesapeake Zoning Ordinance*.

B. *Developer's Goals and Intentions*

Precon Development Corporation, Inc., its principals and agents have a number of goals and intentions for the Edinburgh PUD, and they are reflected in the Criteria. In developing the Edinburgh PUD, the Developer intends that...

1. ...it be of high quality, bringing a sense of pleasure to its residents, owners, patrons and visitors, and a quiet sense of satisfaction to those who have labored to create it, and that
2. ...it be responsive to the needs and desires of those who wish to buy and develop upon premium sites for residences and commercial projects, and that
3. ...it be financially successful, with rewards for its investors and other creators commensurate with the risks and efforts of a major undertaking such as this, and that

4. ...it be a good neighbor to the land uses which surround it, and that
5. ...it be developed to work harmoniously with the infrastructure systems and the natural environment in its setting, and that
6. ...it be a fiscal and aesthetic asset to the City of Chesapeake, and that
7. ...these Criteria, which will, in large part, control the development of the Edinburgh PUD, be strong and effective enough to assure the attainment of these goals, while remaining easily applied and enforced.

Section II. Land Uses

The Edinburgh PUD will be developed with four (4) Land Use categories as delineated on the approved Master Land Use Plan as follows:

A. Regional Commercial, abbreviated RC

Regional Commercial (RC) will include larger-scale retail uses marketing to the public at large, but particularly to through-traveling motorists on the VA 168 Bypass and to residents of greater Great Bridge (south of the A&C Canal). Mixed-use projects may also be approved as provided further herein.

B. Office/Business, abbreviated OB

Office/Business (OB) is designed for a mixture of pure office, flex-tech, and similar uses, such as are found in other successful office parks in Chesapeake, e.g. Battlefield Corporate Center and portions of Greenbrier PUD.

C. Conservation Community, abbreviated CC

Conservation Community (CC) will include a high-end residential community oriented around a protected, contiguous, wooded conservation area (the "Natural Conservation Area") of not less than 115 acres. The Natural Conservation Area will be designed as an on-site natural area, preserved for the purposes of preserving native vegetation, wildlife habitat protection, groundwater recharge, surface water quality enhancement, as well as for sensitively-designed passive recreational uses by the residents, such as hiking, biking and wildlife observation. The maximum number of single-family lots will be 258. No multi-family or two-family development shall be permitted in the CC Land Use category.

Miscellaneous, supporting facilities, such as major and minor roads, ponds, strips, etc. are not separate Land Use categories but shall be included with the CC, RC and OB areas which abut or encompass them.

D. Village Community, abbreviated VC

The Village Community (VC) allows Edinburgh to introduce upscale single family homes that will continue to support the developing commercial uses of Edinburgh. These homes will be on smaller lots than previously allowed within Edinburgh while enjoying the benefits of the community. The homes will be built to a similar quality and style that exists throughout the neighborhood. The maximum number of single-family lots will be 93.

Additionally, there will be a total of 43 age restricted lots, which shall consist of 31 detached and 12 attached fee simple age restricted cottages. The age restricted cottages shall be built with master bedrooms on the first floor of the home. No multi-family development shall be permitted in the VC Land Use category.

Section III. The Architectural Review Committee
--

A. Establishment

1. The Edinburgh Architectural Review Committee (ARC) shall be created within thirty (30) days of the date on which the Chesapeake City Council approves the original PUD zoning for Edinburgh.
2. The ARC shall consist of three members:
 - a. A representative of the Developer, Precon Development Corporation, Inc.
 - b. An Architect selected by the Developer
 - c. An Engineer selected by the Developer
3. Once the development has progressed to where more than half the CC lots have been sold, developed and occupied AND more than half of the OB and RC acreage, considered together, has been sold, developed and occupied, two additional members shall be added to the ARC:
 - a. One representative of the Department of Planning
 - b. The City Arborist, or other City staff person charged with the review and approval of landscaping matters
4. Once 100% of the lots have been sold, developed and occupied AND more than 75% of the OB and RC acreage, considered together, has been sold, developed and occupied, the entire ARC function shall be turned over to the City of Chesapeake, which may modify its membership and procedures at its discretion.
5. Any changes in the membership of ARC necessitated by the change in developers from R.G.M. Corporation to Precon Development Corporation, Inc. shall be accomplished within thirty (30) days of City Council approval of the PUD amendments adopted under EB(M)-03-01.

B. ARC to Promulgate Standards (the Detailed Standards)

1. The ARC shall, within the time frames set out below, establish written guidelines to govern the development of the Edinburgh PUD. These guidelines shall be known as the Detailed Standards and shall, at a minimum, incorporate the Design Standards set out in Section IV herein.
2. In its earliest efforts, but in any case before the Planning Commission or Planning Director acts on any non-residential preliminary site plan, and before the City approves final construction plan for any residential development, the ARC shall develop a standard design for street landscaping and other streetscape features for the entire PUD. The objective will not be to attain absolute uniformity, but rather a unifying theme. Included will be a menu of approved trees and shrubs, along with other streetscape elements. In conjunction with the Civil Engineer for the Developer and subject to review and approval by the Departments of Public Works, Development and Permits and Public Utilities, the ARC shall establish standardized locations within and adjacent to public streets, for the installation of public, private and franchise utility lines and appurtenances.

3. In addition to a unifying theme of plant materials, the ARC shall develop a program of standards for other street ornamentation, including street furniture, lighting, and possibly statuary for the entire PUD. Uniform standards for signage shall be included in non-residential areas; such sign standards shall provide, at a minimum, that
 - a. The style, size, color, and material of all signs within the commercial center should be coordinated to include any signs for outparcel development, freestanding signs, on-site directional signs and signs to be located on buildings, and
 - b. Colors and materials should be similar to those used on the principal building or buildings constructed on or proposed for the site.
 - c. Unless otherwise expressly stated in these Criteria, all signage shall comply with Section 14-700 et seq. of the Chesapeake Zoning Ordinance.
4. The Design Standards, as set forth in Section IV herein, encourage the implementation of one of two architectural styles: Southern Colonial or Southern Plantation/French Colonial. The ARC, as part of its earliest efforts, but in any case before the Planning Commission or Planning Director acts on any non-residential preliminary site plan, shall develop more detailed guidelines for implementing these concepts in the context of the RC and OB areas as they will be developed in the Edinburgh PUD. Particularly, it is recognized that there will be larger-scale buildings where full incorporation of Colonial or Plantation styles are physically impossible and/or would appear artificial or contrived. The ARC shall, in its review as set forth below, determine in what cases strict application of these styles is inappropriate. In establishing the Detailed Standards as they relate to building design, the ARC shall provide that non-residential projects (e.g., shopping centers, mixed-use areas) should be a consistent and distinct identity through the use of similar and compatible architecture and building materials. This also includes outparcels and lease-parcels. Compatibility may be achieved through the use of similar building massing, materials, scale, colors, rooflines and other architectural features.
5. The ARC, as part of its earlier efforts, but in any case before the Planning Commission or Planning Director acts on any non-residential preliminary site plan, and before the City approves final construction plan for any residential development, will develop a palette of primary exterior finish styles and colors which will promote harmony—not rigid uniformity—throughout the development of Edinburgh. This shall include standards applicable to the residences, residential outbuildings and other structures (e.g., clubhouse, maintenance buildings) in the CC Conservation Community and VC Village Community.
6. In addition to the Design Standards in Section IV, the Detailed Standards shall include all development standards set out in Section V through Section VIII herein.

7. These standards developed by the ARC, as set forth above, shall be known collectively as the Detailed Standards. They shall be submitted to the Planning Department, which will review them for consistency with the Design Standards and all other provisions set forth in these Criteria. The Planning Department may recommend revisions to the Detailed Standards and require resubmittals of same prior to final approval. If the ARC and the Planning Department cannot come to agreement on some or all components of the Detailed Standards, the Planning Commission shall consider the disputed item(s), and its decision as to consistency with the Criteria shall be final. Upon approval by the Planning Department or Planning Commission, these Detailed Standards shall be considered a component of the Criteria and shall be enforceable by the Chesapeake Zoning Administrator in accordance with Article 20 of the *Chesapeake Zoning Ordinance*. The approved Detailed Standards shall not be subject to change without approval of the Planning Department. Any such change shall be consistent with the Criteria.
8. Any changes to the Detailed Standards necessitated by the PUD amendment (EB(M)-03 03-01) shall be accomplished and presented to the Planning Department for review and approval within thirty (30) days of City Council approval of said PUD amendment.

C. *Plans Subject to ARC Review*

The ARC shall review all plans which also require approval by the City of Chesapeake, as follows:

1. Residential (CC and VC)
 - a. Site plans for individual lots
 - b. Building plans for any structure requiring a building permit, including but not limited to initial dwelling construction, additions, outbuildings and fences
 - c. Landscaping plans must include all required street trees.
 - d. Site, building and landscaping plans associated with residential and passive recreational community facilities around and associated with the Natural Conservation Area.
2. Non-Residential (RC and OB)
 - a. Overall and individual site plans
 - b. Building plans for any structure requiring a building permit
 - c. Landscaping plans, including plans for internal landscaping, foundation plantings, streetscapes, statuary and signage

D. *Review Procedures*

The ARC shall conduct its review in a fair, reasonable and expeditious manner, as follows:

1. Up until such time that the ARC consists only of City employees, requests for considerations shall be delivered to the Developer at the following address: Precon Development Corporation, Inc., 1401 Precon Drive, Suite 101, Chesapeake, VA 23320.
2. At such time that the ARC consists only of City employees, requests for consideration shall be made in writing to the Director of Planning for the City of Chesapeake, P. O. Box 15225, Chesapeake, Virginia 23328-5225.

3. Two copies each of site plans, building plans (including elevations and finish schedules, plant lists, etc., as applicable) shall be submitted. They may be folded to any size the applicant desires.
4. The ARC shall endeavor to act within one week of receipt, but in no case shall take longer than two weeks, except in the case of very large (greater than 50,000 square feet, and/or greater than 10 acres), in which case the time shall not exceed three weeks.
5. The ARC shall consider whether or not the submitted proposal is consistent with the Design Standards set forth in these Criteria and the Detailed Standards promulgated by the ARC. It shall not unreasonably withhold approval.
6. Upon completion of its review, ARC shall either...
 - a. ...APPROVE as submitted,
 - b. ...APPROVE with minor modifications, or
 - c. ...DISAPPROVE, but with a list of specific changes which, if implemented, may lead to approval.
7. Upon receiving ARC approval, the applicant may apply to the City for required approvals and permits. Such plans and permit applications shall conform to all ARC approvals.

Section IV. Design Standards

A. Relationship to TCOD

1. The Edinburgh PUD represents the applicant's efforts to implement the general goals and objectives of the City's Transportation Corridor Overlay District, or TCOD.
2. The TCOD "Policy Framework and Development Guidelines," as adopted by Chesapeake City Council on June 13, 2000, with any subsequent amendments, shall be known for short as the "TCOD Policy."
3. The non-residential components of the PUD (RC, including any mixed-use development, and OB) are proposed to fulfill the goals and objectives of the TCOD Policy.
4. The non-residential components of the Design Standards set forth herein, which incorporate many of the "Standards" set forth in Appendix B of the TCOD Policy, modified and adapted to the specific setting, circumstances and goals of the Edinburgh PUD. As such, the Design Standards cited explicitly herein, in Section IV.B below, shall be the only portions of the TCOD Policy applied and enforced as regulations in the Edinburgh PUD.
5. Residential components of the PUD are intended to conform to the TCOD Policy through landscaping and other development and design standards specified in the Criteria.

B. Design Standards, Non-Residential Areas

1. Existing Natural and Historic Features
 - a. Existing natural conditions and historic sites/structures shall be identified and considered during the site design and building placement process. Natural features include a significant stand of trees, outstanding trees, other trees greater than 24" in diameter (excluding maples, sweetgums and pines), watercourses, natural drainage patterns, wetlands, and rare or endangered plant materials.
 - b. Such conditions and features shall be considered to the maximum practical extent, consistent with the nature of commercial development, by concentrating development on the most suitable portions of the site and reducing impervious cover only to what is necessary to accommodate the development.
 - c. Historic sites and structures include all properties and structures identified in the Reconnaissance and Intensive Survey of Architectural Resources in the City of Chesapeake (1999 and as amended)
 - d. There are no documented significant Historic Sites or Structures within the Edinburgh PUD.
2. Scenic Vistas

The use of billboards anywhere within the Edinburgh PUD shall be prohibited, as they would detract from existing and proposed vistas.
3. Landscaping
 - a. A minimum tree canopy of 20% shall be provided for all sites within the Transportation Corridor Overlay District.
 - b. There shall be a reforestation zone of thirty (30) feet along and adjacent to the Route 168 Bypass right of way, including its on- and off-ramps, within the PUD.

This zone shall be treated as a special "Buffer Yard" in a manner similar to the other Buffer Yards set forth in the landscaping provisions of the *Chesapeake Zoning Ordinance*, Section 19-600 *et seq.* Existing trees in the reforestation zone shall be preserved to the greatest extent feasible. In any portions of this zone which are not wooded, or in which trees cannot be preserved, as determined by the City Arborist, "Large Trees" (as defined in the Chesapeake "Landscape Specifications Manual") shall be planted in a natural manner, at an average interval of 6 trees per 100 lineal feet. Several species shall be used, with the mix, lateral and longitudinal spacing, stagger, etc. to be varied so as to approximate natural conditions indigenous to the undisturbed, wooded areas in and around the PUD.

- c. An enhanced Street Buffer "F" shall be provided along all streets. Adjacent to public streets, the average width of the buffer shall be not less than 25 feet, and nowhere shall it be less than 15 feet. Not less than 7 feet of the buffer shall be unencumbered by any utility easement. Notwithstanding the foregoing, at minimum a 25 foot buffer shall be required along all public streets which are 80 feet or more in width. Adjacent to private drives, no enhancement shall be required to the Street Buffer "F" required by the landscape provisions of the *Chesapeake Zoning Ordinance*. The detailed design of these buffers shall be as set forth in the Detailed Standards promulgated by the ARC (see Section III.B above).
- d. Median trees shall be planted in all medians within public and private streets. Visibility triangles and clear zone requirements shall be considered when selecting the type, size and location of trees within the median. The detailed design of these plantings shall be as set forth in the Detailed Standards promulgated by the ARC (see Section III.B above).
- e. Except for entrances, driveways and utility lines to the site, existing trees located between the street and established building lines shall be protected and preserved to the greatest extent practical.
- f. At a minimum, all developments shall meet the City's Landscape Ordinance.
- g. Property lines that abut sensitive areas such as park land, open space and residential uses may require additional landscaping and screening structures, such as walls and berms, to provide a continuous and effective buffer between such uses. The detailed design of such additional measures shall be as set forth in the Detailed Standards promulgated by the ARC (see Section III.B above).
- h. Berms used in combination with landscaping should be considered for the screening of objectionable features and parking areas and to create visual interest. Berms shall be designed after considering the following:
 - (1) *The length, shape and height of berms should be varied so they appear natural rather than man-made. Breaks between berm should also be considered.*
 - (2) *Berms and landscaping materials should not be so high as to prevent visibility to the site.*
 - (3) *Berms should not be too steep as to create maintenance difficulties.*

4. Stormwater Management Ponds as Central Features and Roadway Buffers

- a. Stormwater retention and detention systems shall be designed as roadway buffer, open space, landscape amenity, or as naturalistic wildlife habitat areas. Vegetated swales shall be used to accommodate surface drainage where practical.
- b. The design of the stormwater management system shall blend with the natural site features and become a design element of the overall development.
(1) Riparian buffers shall be incorporated around all natural and manmade stormwater systems. Such buffers shall, as a minimum, be strips not less than 10' in width which are substantially flat (slope < 10%) and not used for building, parking or other active use.
- c. Where structural systems such as culverts are provided, City approved plant material shall be used to soften their appearance.
- d. Stormwater ponds in the CC areas shall be owned and their banks and buffers maintained by a duly-established Homeowners Association; in other areas (RC and OB), by the owner of the overall parcel in which they lie and which they serve. Appropriate easements shall be provided to provide for City maintenance for stormwater purposes for those ponds which drain, in whole or in part, into public street/highway rights of way.
- e. Proposed stormwater detention ponds one-quarter acre in size or larger, other than those stormwater facilities that are designed by the Developer and approved by the City specifically as naturalistic wildlife areas, should include operable fountain(s) that are of sufficient height to be visible from the right-of-way. The number and size of the fountains should be proportional to the size of the pond.

5. Site Design

- a. Except as provided in Section IV.B.6 below, buildings shall be generally oriented towards the front of the lot within a well-landscaped green area, while parking and loading areas are located to the rear of the site.
- b. Buildings and parking areas shall be situated on the site to promote pedestrian movement from business to business instead of vehicular movement in the form of moving from one parking space to another to get from one business to another.
- c. Site and building design shall be pedestrian in nature. Amenity features such as public plazas, staggered storefronts, fountains, circular passenger drop-off points and distinctive storefront architecture shall be included in the design. These requirements shall be applied in proportion to the nature of the commercial activity where they are applied. These provisions shall be applied so as to encourage pedestrian-friendly design and maximize walking from store to store, but shall not be applied in an absolute fashion in settings where the size or nature of the store or office, or of its customer/employee base, clearly indicates minimal potential for pedestrian activity.
- d. Loading docks, truck parking, outside storage, cargo containers, trash collection, utility meters, HVAC equipment, trash collection, and other service functions shall be incorporated into the overall design and landscaping so that the visual and acoustical impacts of these functions are fully contained and out of view from adjacent properties and public streets. Attention shall not be attracted to these

functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape.

- e. All outside storage areas shall be screened to 80% height coverage within three (3) years, of commencing storage operations, through the use of natural screening materials.
- f. Utility lines shall be installed underground in accordance with the standards set forth in the *Chesapeake Subdivision Ordinance*. Public, private and franchise utility lines shall be installed according to standardized locations established and promulgated by the ARC, except in cases where the Departments of Public Works and Public Utilities find these standardized locations to be impracticable.
- g. For retail establishments that are 50,000 square feet in size or greater, the development shall include central features and community spaces that are attractive and inviting to pedestrians. For this reason, each such retail establishment shall provide at least two of the following design features: patio/seating area, pedestrian plaza with benches, window shopping walkways, outdoor playground area, kiosk area, a fountain or water feature, clock tower or other deliberately shaped area and/or focal feature or amenity, that in the judgment of the ARC, enhances such community and public spaces.

6. Parking Areas

- a. Parking should, where and to the extent practical, be located to the rear of the site and the buildings located toward the front. Further, this parking shall be broken-up into modules separated by landscaping, pedestrian plazas or other aesthetic features. In OB areas, this provision shall be applied so as to optimize the appeal of the site from both interior streets and the 168 Bypass. In RC areas, it shall be applied to the extent practical to smaller premises. For larger retail establishments, it is recognized that good design for safety, security and convenient function require that the majority of parking be in proximity to the front, main entry to the premises.
- b. Parking areas that are visible from the public street shall have a 2 to 3 foot high curvilinear berm planted with evergreen materials.
- c. Landscaping for the parking areas shall be strategically located to provide visual relief, shading of the lot, green areas and screening while ensuring that line-of-sight is maintained, both at the time of planting and at plant maturity.
- d. Shopping cart storage areas that are adjacent to the front of the building shall be well screened from public view by architectural features that match the building and or landscaping. Shopping cart collection corrals that are within the parking lot shall be adequately screened by landscaping or painted silver, dark green, brown or black to compliment the retail establishment.
- e. Shared parking between lots is encouraged to the extent permitted under the *Chesapeake Zoning Ordinance*. Access between shared parking on separate lots shall be accomplished through the use of shared-access easements. Individual curb cuts for each parking area are discouraged. Internal circulation roads and drive aisles on a parcel shall be designed with stubs to adjoining undeveloped parcels that will provide for this future shared access.

- f. Parking lots are equally pedestrian and vehicular areas, and separation of these uses leads to comfort and safety. Continuous internal pedestrian walkways, no less than 8 feet in width, shall be provided from the public sidewalk or right-of-way to the principal entrance of all principal buildings on the site. At a minimum, the walkways shall connect focal points of pedestrian activity such as, but not limited to, areas with a central feature, street crossing, transit stops, building and store entry points, and shall include adjoining landscape areas containing trees, shrubs, benches, flower beds, ground covers and other materials for no less than 50 percent of its length. Exceptions to this design element may be approved by the ARC for warehousing and manufacturing parks.
- g. All internal pedestrian ways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, brick, or scored concrete to enhance pedestrian safety and comfort.
- h. Bike racks should be provided throughout the site and in close proximity to the main entrances of the retail establishments.
- i. Excessive parking shall be minimized through compliance with Section 13-2503 of the *Chesapeake Zoning Ordinance*.

7. Building Design

- a. Elements of building massing shall relate to the size and shape of buildings located on adjacent properties.
- b. The form of buildings shall reflect the history and character of the area in which they are located.
- c. The following architectural theme or styles shall be incorporated into the design of commercial buildings located within the Edinburgh PUD to the greatest extent possible:
 - (1) *Southern Colonial: Building materials shall be brick, stucco, wood shingle, wood clapboard or board and batten. Building elements shall include brick or stucco chimneys; brick, stucco or wooden arcades and colonnades; painted wood or painted metal posts, spindles, or balusters; stoops and exterior stairs; wooden decks, and canvas covered awnings and canopies. Roofs shall be gabled, hipped, or a combination with a slope that is proportional to the horizontal length of the building. Flat roofs are permitted on buildings if concealed from view by parapets or sloped roofs of the character described above. Dormers and other special rooftop elements are encouraged. Walls shall be brick, stucco or concrete. Fences shall be wood picket, wrought iron or painted metal.*
 - (2) *Southern Plantation or French Colonial: Building materials shall be primarily stucco, wood shingle, wood clapboard or board and batten. Building elements shall include painted wood or metal colonettes; painted wood or painted metal posts, spindles, or balusters; stucco or brick columns. Roofs shall be hipped with a slope that is proportional to the horizontal length of the building. Flat roofs are permitted on buildings if concealed from view by parapets or sloped roofs of the character described above. Cupolas, dormers and other special rooftop elements are encouraged. Walls shall be brick, stucco or concrete. Fences shall be wood split rail, wrought iron or painted metal*
- d. The side or rear of a building located adjacent to and visible from a public street shall be designed so as to possess as much detail as the primary façade oriented

toward another public street. Visual interest shall be provided through window and door details, varied rooflines, consistent textures and color, and similar considerations.

- e. A variety of materials, colors and exterior treatments are encouraged. Materials used on structures shall be long-lasting, attractive and high quality. Building materials shall be brick, stucco, wood shingle, wood clapboard or board and batten. The ARC may approve alternative materials to the above listed preferred materials for warehousing and manufacturing buildings. Smooth-faced concrete block; smooth-faced tilt-up concrete panels, or pre-fabricated steel panels are examples of inappropriate materials
 - f. Facade color shall be low reflectance, subtle, neutral or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors is discouraged. Brighter, trademark colors shall only be an accent.
 - g. Building elements shall include brick or stucco chimneys; brick, stucco or wooden arcades and colonnades; painted wood or painted metal posts, spindles, or balusters; stoops and exterior stairs; wooden decks, and canvas covered awnings and canopies.
 - h. Roofs shall be gabled, hipped, or a combination with a slope that is proportional to the horizontal length of the building. Flat roofs are permitted on buildings with roof areas greater than 12,000 square feet if concealed from view by sloped roofs of the character described above. Dormers and other special rooftop elements are encouraged.
 - i. Rooftop mechanical units, flues, and vents shall be organized and screened. The roofscape shall be an integral part of the design with respect to form, material and colors. Roofs shall provide visual interest and become positive additions to the City's skyline.
 - j. Lighting shall be designed as an integral part of the building's architecture to be as unobtrusive as possible. Floodlighting on the rear of buildings shall be designed and placed so that it does not direct or reflect any illumination on adjacent properties.
 - k. Walls shall be brick, stucco or concrete. Fences shall be wood picket, wrought iron or painted metal. Synthetic (plastic) fencing materials which are replicas of traditional materials may be used if approved by the ARC.
8. Additional Building Design Standards for Retail Establishments less than 50,000 square feet
- a. The street level façade of such stores shall be transparent (*i.e.*, consist of glass windows and doors) between the height of three feet and eight feet above the walkway grade for no less than 60 percent of the horizontal length of the building façade.
 - b. Windows shall be recessed and shall include visually prominent sills, shutters, or other forms of framing.
9. Additional Building Design Standards for Retail Establishments 50,000 square feet or greater

- a. Building facades visible from a public right-of-way and greater than 150 feet in length, measured horizontally, should incorporate wall plane projections or recesses having a depth of at least three (3) feet.
- b. Ground floors that face public streets should have arcades, display windows, entry areas, awnings or other such features. Each principal building on a site should have clearly defined, highly visible customer entrances featuring canopies or porticos, roof overhangs, recesses or projections, arcades, raised cornice parapets over the door, peaked roof forms, arches or outdoor patios.
- c. Variations in rooflines should be used to add interest to and reduce the massive scale of large buildings. The roofscape should be an integral part of the design with respect to form, material and colors. Acceptable roofing materials include wood, slate, terra cotta, standing seam metal or dimensional fiberglass shingle.
- d. No building exterior which would be visible to any property zoned or used for residential purposes or from a public streets should consist of architectural materials inferior in quality, appearance, or detail to any other exterior of the same building. Recommend finishes for rear elevations include stained split block to match color of front elevation or the same finish materials as provided on other elevations.
- e. All sides of a principal building that directly face an abutting street shall feature at least one customer entrance. Where the principal building directly faces more than two abutting streets, this requirement shall apply only to two sides of the building, including the side of the building facing the primary street and another side of the building facing a second street. From the standpoint of this guideline, the Chesapeake Expressway (Rte. 168 Bypass) street frontage shall not be considered as "street frontage".
- f. Entryway design elements and variations are encouraged. The following standards identify desirable entryway design features. Each principal building on a site shall have clearly defined, highly visible customer entrances featuring not less than three of the following: (i) canopies or porticos (ii) roof overhangs (iii) recesses or projections (iv) arcades (v) raised cornice parapets over the door (vi) peaked roof forms (vii) arches (viii) outdoor patios (ix) display windows (x) architectural details such as tile work and moldings which are integrated into the building structure and design, or (xi) integral planters or wing walls that incorporate landscaped areas and or places for sitting.
- g. To the extent the Design Standards or the Detailed Standards conflict with Section 13-2500 *et seq.* of the *Chesapeake Zoning Ordinance*, or the Design Guidelines adopted thereunder, the Design Standards and Detailed Standards shall control. However, administrative site plan review under Section 13-2504 of the *Chesapeake Zoning Ordinance* shall be contingent on substantial conformance with the requirements of Section 13-2500 and the Design Guidelines adopted thereunder.

10. Lighting

- a. Lighting shall conform to the Detailed Standards for lighting established by the ARC.

- b. Street and site lighting shall be decorative and blend with the architectural style of the development.
- c. Lighting shall provide adequate levels of illumination, while minimizing adverse impacts, such as glare and overhead sky glow.
- d. If decorative streetlights that are more expensive to maintain than City standard streetlights are proposed, provisions shall be made during preliminary site plan approval with the Director of Public Works for their maintenance.
- e. Site lighting should be designed as an integral part of the building's architecture to be as unobtrusive as possible. The height of the lighting should be proportional to the height of the principal building located on the site. In no case, shall the lighting exceed 35 feet in height. Varied lighting techniques, such as up-lighting of trees and walkway lighting should be employed to enhance the appearance of the site.
- f. Floodlighting on the rear of buildings should be designed and placed so that it does not direct or reflect any illumination on adjacent properties. Spillover lighting on adjacent property should be minimized. Full cutoff lighting or equivalent/improved technology should be provided on all exterior fixtures.

11. Signs

- a. Signs shall conform to the Detailed Standards for signs established by the ARC.
- b. Signs shall be designed using materials compatible with the architecture of the principal building.
- c. Freestanding signs shall be incorporated into the landscaping plan for the development.
- d. One sign identifying the major tenants of complexes greater than 50,000 square feet shall be installed.
- e. Tenants and out-parcel developments shall install only wall signs proportionately scaled to the building.
- f. Individual freestanding signs located along the roadway for each tenant and/or outparcel, if used, shall be of a consistent size, shape and border treatment in accordance with the Detail Standards adopted by the ARC.
- g. In the case of any conflict between the provisions of Section IV.B.11 or the Detailed Standards adopted by ARC and the provisions regarding signs (Section 14-700 et seq.) in the *Chesapeake Zoning Ordinance* ("the Sign Ordinance"), the Sign Ordinance shall govern.

Section V. Use and Development Standards, REGIONAL COMMERCIAL (RC) Land Use Category

1. Permitted Uses:

- a. All those uses which are designated Permitted and Conditional in the B-2 General Business District and the O&I Office & Institutional District shall be Permitted or Conditional, respectively, in RC areas. Mixed-use developments, including multi-family dwellings, shall be permitted as well, subject to the provisions and limitations set forth in 2. Development Standards below.
- b. A use which is Permitted in B-2 but Conditional or Not Permitted in O&I shall be Permitted in RC areas.

2. Development Standards:

- a. Except as provided herein, all development standards and other requirements for the B-2 District shall apply. The following additional provisions shall apply to a mixed-use development:
 - (1) Not more than 336 multi-family units shall be developed.
 - (2) Building setbacks and separations standards for multi-family buildings and structures shall be as follows:

(a) From Chesapeake Expressway:	30'
	(the 30' Reforestation Zone in IV.B.3.b)
(b) From all other external property lines:	15'
(c) From property line within the mixed use development:	0'
(d) From a residential building to any residential or other building:	15'
(e) From a street or drive aisle:	15'
(f) From a parking lot:	10'
 - (3) The architectural style, level of detailing and exterior finishes of the buildings in the multi-family portion of the mixed-use development shall be, in the determination of the Chesapeake Director of Planning, of a level of quality comparable to that indicated in the elevations and renderings dated 01 December 2011 prepared by Housing Studio of Charlotte, NC and consisting of five (5) sheets, as submitted to the Department of Planning on December 12, 2011.
 - (4) Recognizing the provisions of paragraph I.B.6 of these criteria, developers of any mixed use development voluntarily agree to the payment of the following amounts to offset capital needs generated by the residential component of said mixed use development, to be paid for each group of 80 units or portion thereof, not later than the issuance of the certificate of occupancy for the first building in such group of 80:
 - (a) To address Road capital needs, no amount is offered, recognizing the substantial investment in road improvements made by the overall Edinburgh PUD as provided in Section IX herein.
 - (b) To address School capital needs, recognizing that multi-family dwelling units in mixed use settings generate far fewer pupils per unit than other settings, \$1,061.76 per dwelling unit is offered.
 - (c) To address Emergency Services capital needs, \$356.08 per dwelling unit is offered.
 - (d) To address capital needs for Libraries, \$526.09 per dwelling unit is offered.

- b. The maximum allowable building coverage shall be 25% of the gross lot area.
- c. A minimum of 20% landscaped open space is required.
- d. There shall be no single occupant freestanding retail establishments greater than 100,000 square feet with the exception of a hotel which may be freestanding and may be greater than 100,000 square feet unless it is on one parcel without other buildings.
- e. There shall be no more than five (5) individual retail establishments (excluding hotels) with an area greater than 100,000 square feet within the limits of the entire Planned Unit Development; and those establishments will only be permitted within the areas designated as RC.
- f. There shall be no more than two (2) individual retail establishments (excluding hotels) with an area greater than 100,000 square feet within the PUD north of Hillcrest Parkway; and those establishments will only be permitted within the areas designated as RC.
- g. No subdivision plans or site plans shall be submitted to the City on any RC parcel north of the Hillcrest Parkway until at least One (1) year has passed from the date of City Council approval of the PUD amendments in EB(M)-03-01.
- h. The provisions of Section IV.B, Design Standards, Non-Residential Areas and the Detailed Standards adopted by ARC per Section III.B above shall apply.
- i. Where there are conflicts between the provisions in the *Zoning Ordinance* governing business districts and the Design Standards and Detailed Standards, the Design Standards and Detailed Standards shall take precedence.

**Section VI. Use and Development Standards,
OFFICE/BUSINESS (OB) Land Use Category**

1. Permitted Uses:
 - a. All those uses which are designated Permitted and Conditional in the B-1, Neighborhood Business District, the O&I, Office & Institutional District, and the M-1, Light Industrial District, shall be Permitted or Conditional, respectively, in OB areas.
 - b. A use which is Permitted in any one of the B-1, O&I or M-1 Districts, but Conditional or Not Permitted in either or both of the others, shall be Permitted in OB areas.
 - c. The following uses, and any other uses which are, in the opinion of the Director of Planning, of similarly excessive intensity and/or objectionable nature, shall be Not Permitted, Sections VI.1.a-c above notwithstanding:
 - (1) *Storage of shipping containers*
 - (2) *All uses whose SIC begins with 2 or 3, except 25, 27, 357, 36 and 38.*
 - (3) *Junk and salvage yards, including but not limited to SIC 5015, Wholesale Used Auto Parts.*
 - (4) *Correctional Institutions*
 - (5) *Wholesaling of Fuel Oil (SIC 598)*
 - (6) *Manufacture, wholesaling or storage of hazardous materials*
 - (7) *Wholesaling of Scrap or Waste Material (SIC 5093)*
2. Development Standards:
 - a. Except as provided herein, all development standards and other requirements for the O&I District shall apply.
 - b. The maximum allowable building coverage shall be 25% of the gross lot area.
 - c. A minimum of 20% landscaped open space is required.
 - d. The provisions of Section IV.B, Design Standards, Non-Residential Areas and the Detailed Standards adopted by ARC per Section III.B above shall apply.
 - e. Where there are conflicts between the provisions in the *Zoning Ordinance* governing O&I districts and the Design Standards and Detailed Standards, the Design Standards and Detailed Standards shall take precedence.

**Section VII. Use and Development Standards,
CONSERVATION COMMUNITY (CC) and VILLAGE
COMMUNITY (VC) Land Use Category**

1. Permitted Uses for Conservation Community (CC):
 - a. All those uses which are designated Permitted and Conditional in the R-15s Residential District shall be Permitted or Conditional, respectively, in CC areas.
 - b. The Natural Conservation Area, along with associated trails, boardwalks, observation structures, exercise stations and other passive recreation facilities shall be Permitted. Any such improvements shall be pre-approved by all state, local and federal agencies having jurisdiction over environmentally sensitive areas
 - c. If provided, active social and recreation facilities (clubhouse and related facilities, e.g., restaurant, pro shop) shall be Permitted.
2. The cumulative number of lots platted shall not exceed ~~351~~394.
3. Development Standards for Conservation Community (CC):
 - a. Except for the stricter provisions set forth herein, all requirements for the R-15s Residential District shall apply. Except as otherwise provided herein, all other provisions of the *Chesapeake Zoning Ordinance* shall also apply, including but not limited to those pertaining to definitions and methods of measuring and establishing yards.
 - b. In addition, along the western boundary of the PUD, from Hillcrest Parkway north to the northwestern corner of the PUD, a buffer of at least 100' in width shall be preserved. This buffer of existing trees shall be measured from the eastern edge of the drainage easement on the western property line starting at Hillcrest Parkway and continuing north to the last property fronting on Cobble Scott Way. No clearing of trees or grading shall occur within this buffer except that the Department of Public Works shall retain the right to clear and grade as necessary to maintain and improve drainage facilities located within the buffer. Except for the extension of Hillcrest Parkway, there shall be no access (pedestrian or vehicular, including golf carts) to or from Edinburgh from or to Caroon Farms or Sir Raleigh Estates.
 - c. The minimum total lot area shall be 22,500 square feet
 - d. The minimum front yard shall generally be 40 feet. Greater or lesser front yard setbacks may be indicated on the subdivision plat, but in no case shall any front yard be less than 30'. On corner lots, the provisions of Section 19-202.C.2 of the *Chesapeake Zoning Ordinance* may be applied, but in no case shall any front yard thus be reduced be less than 25 feet.
 - e. The minimum width at the building setback line indicated on the plat generally shall be 150 feet, but in no case shall be less than 140 feet.
 - f. The minimum side yard for principal buildings (dwellings) shall be 20 feet. The 20% rule set forth in the *Zoning Ordinance* shall not apply.
 - g. The minimum rear yard shall be 30 feet.
 - h. The minimum living area of each dwelling shall be 3,000 square feet.

- i. Not less than 90% of the exterior wall finish materials of each dwelling shall be brick, stone, or cementitious siding ("Hardiplank," or similar material approved by the ARC). Other accent and trim materials shall be as set forth in the Detailed Standards developed and promulgated by the ARC.
- j. No dwelling or other structure shall be heated or cooled by the use of a water-to-air heat pump, except that closed-loop systems not including a source well are acceptable.

4. Permitted Uses for Village Community (VC):

- a. All those uses which are designated Permitted or Conditional in the R-10s, Residential District, shall be Permitted or Conditional, respectively, for the VC area which is the property adjacent to CC and West of Edinburgh Parkway extended.
- b. Age Restricted Housing shall also be permitted, subject to the provisions and limitations set forth in Subsection 6 below.
- c. The cumulative number of lots platted in the VC shall not exceed 93 single family R-10s lots, 31 single family detached age restricted lots and 12 single family attached age restricted lots, for a total of 136 lots.

56. Development Standards for Village Community (VC):

- a. Except for the stricter provisions set forth herein, all requirements for the R-10s Residential District shall apply. Except as otherwise provided herein, all other provisions of the Chesapeake Zoning Ordinance shall also apply, including but not limited to those pertaining to definitions and methods of measuring and establishing yards.
- b. The minimum living area of each dwelling shall be 2,640 square feet.
- c. Not less than 90% of the exterior wall finish materials of each dwelling shall be brick, stone, or cementitious siding ("Hardiplank," or similar material approved by the ARC). Other accent and trim materials shall be as set forth in the Detailed Standards developed and promulgated by the ARC. These units shall be in substantial conformance with the elevations date received August 27, 2019, as determined by the Director of Planning or designee.
- d. No dwelling or other structure shall be heated or cooled by the use of a water-to-air heat pump, except that closed-loop systems not including a source well are acceptable.
- e. If the residential street connecting the VC Community to Peaceful Road, as shown on the Conceptual Master Plan date received December 19, 2019, is deleted pursuant to Section IX(F) of these development criteria, then the minimum lot frontage and lot width requirements may be reduced for up to 2 lots on the proposed residential street. In such a case, the minimum lot frontage shall be no less than 40 feet and the minimum lot width no less than 50 feet for 2 of the lots adjacent to the curve at the location of the deleted street connection, as shown on the Conceptual Master Plan Alternative Layout date received December 19, 2019. All other development standards of the R-10s, Residential District, shall apply.

- f. If the residential street connecting the VC Community to Peaceful Road is deleted as outlined in these development criteria, then the minimum roadway curve centerlines for said residential street shall not be less than 75 feet, similar to the City Code requirement for centerline radius in the last 600 feet of a cul-de-sac.

6. Development Standards for Age Restricted (VC)

- a. The applicant/owner agrees that all residential units shall be developed and used solely as an age restricted active adult community which houses couples in which at least one person is fifty-five (55) years of age or older and/or single persons who are fifty-five and older. Under no circumstances shall a person under the age of eighteen (18) years of age reside in any dwelling unit. The homeowners' association shall be solely responsible for enforcing residency requirements.
- b. Not less than 90% of the exterior wall finish materials of each dwelling shall be brick, stone, or cementitious siding ("Hardiplank," or similar material approved by the ARC). Other accent and trim materials shall be as set forth in the Detailed Standards developed and promulgated by the ARC.
- c. No dwelling or other structure shall be heated or cooled by the use of a water-to-air heat pump, except that closed-loop systems not including a source well are acceptable.
- d. As depicted on the Master Development plan, date received July 27, 2020 the applicant/owner shall install a common area with roof structure and seating as well as a patio area overlooking the existing on site lake. These improvements shall be constructed prior to the issuance of the 10th certificate of occupancy.
- e. Single family detached age restricted lots:
- i. Shall be no less than 6,000 sq.ft. in lot area and shall be 60' wide at the front yard setback.
 - ii. Yard setbacks shall be as follows: Front – 20' (porches may extend 6' into front setback); Side – 7'; and Rear Yard – 15'.
 - iii. The minimum living area for the age restricted detached homes shall be 2,000 square feet and incorporate principles of Universal Design including master bedrooms on the first floor.
- h. Single family attached age restricted lots:
- i. Shall be no less than 3,000 sq.ft. in lot area and shall be rear loaded.
 - ii. Yard setbacks shall be as follows: Front – 12' (porches may extend 6' into front setback), Side – 6' and Rear Yard – 18' to the alley.
 - iii. The minimum living area for the age restricted attached homes shall be 1,650 square feet and incorporate principles of Universal Design including master bedrooms on the first floor.
- i. The minimum roadway curve centerlines shall not be less than 75 feet, similar to the City Code requirement for centerline radius, in the last 600 feet of a cul-de-sac.

Section VIII. Access Standards

Unless otherwise expressly set out in this section, all street improvements referenced below shall be designed and constructed by the Developer in accordance with the specifications and requirements imposed by the Department of Public Works. All costs of land acquisition, design and construction shall be the responsibility of the Developer, including without limitation, costs of curb, guttering, drainage improvements, permitting and wetlands mitigation. Unless otherwise expressly required herein, all determinations under the Criteria shall be made by the Department of Public Works. Improvements and standards shall include the following:

1. Careful attention shall be given to the design and configurations of street connections and commercial entrances for high volume and high-speed roadways.
 - a. Acceleration, deceleration, and turn lanes should be required in accordance with AASHTO recommendations and the Chesapeake Public Facilities Manual (PFM), as determined by the Public Works Department.
 - b. Entrances on intersecting roads within the Transportation Corridor Overlay District should be limited so as to meet desirable entrance and crossover spacing requirements for the future road configuration as required by the City's Public Facilities Manual. However, where insufficient distance exists between the two adjacent median breaks for the "desirable" spacing to be attained, median break spacing of not less than 500 feet shall be permitted to allow access essential to the function of the RC areas in locations approved by the Department of Public Works.
 - c. Only one single right-in, right-out entrance shall be allowed between any two adjacent median breaks; however, no such entrance shall be allowed where it would be closer than 300 feet from any median break. This and all such measurements of spacing in the Criteria shall be from center to center.
 - d. The number of entrances to property will be limited to the maximum extent practical as determined by the Director of Public Works in accordance with the Public Facilities Manual. Entrances onto Hillcrest Parkway shall only be as set forth in these Criteria.
 - e. To facilitate the establishment herein of access standards, certain points along major roads are indicated by capital letters on the Master Land Use Plan. In these Criteria, these points shall be referred to, for example, as Point B. The locations of these points are approximate and general in nature; the precise position of points of access shall be as approved by the Department of Public Works on final construction plans.
 - f. Parcels (whether separately subdivided or lease parcels) which are smaller than 1.5 acres should be served by internal access lanes and shall not enter directly onto Hillcrest Parkway or Edinburgh Parkway. Shared entrances will be required where land use and configuration permit as determined by the Department of Public Works.
 - g. Internal connectivity is strongly encouraged between adjacent parcels of similar use. No commercial entrances or road connections should be permitted within 300 feet (measured centerline to centerline) of any ramp of the Hillcrest Parkway Interchange (Points F and H).

h. No entrance onto any of the following roads shall be permitted closer to any intersection than the following, measured from the point where the right of way lines would meet if projected to intersect with no fillet:

- (1) Hillcrest Parkway: 300 feet
- (2) Edinburgh Parkway: 300 feet
- (3) Battlefield Boulevard: 300 feet

i. In applying the standards set forth in Section VIII.1 above, the following specific requirements shall be met unless alternate access locations are approved by the Department of Public Works:

(1) The 30-acre RC parcel in the southeast quadrant of the interchange shall have a single point of access at Point J (right and left turns) onto Hillcrest Parkway, and not more than two points of access onto Battlefield Boulevard Point L, (rights only); at Point M, (right and left turns), provided, however, that access at Points L and M shall be allowed only if they can be designed so that, as determined by the Department of Public Works, U-turn movements can be effectively discouraged. Right-turn lanes will be provided at all entrances. No additional through lanes will be required.

(2) The 72-acre RC parcel in the southwest quadrant of the interchange shall have a single point of access on Hillcrest Parkway at Point E, if approval for same can be obtained from the Transportation Commission of the Commonwealth of Virginia (right turns in and out, and left turns in only). The westbound lanes of Hillcrest Parkway in this vicinity (Point F to Point C) shall be modified to provide for (a) a double left turn lane for turns at Point C onto Edinburgh Parkway southbound (b) a third through lane and (c) a separator to prevent traffic from the Expressway's southbound off-ramp from merging right onto Hillcrest Parkway westbound, then immediately left into this parcel, and (d) the dedication of sufficient additional right of way to accomplish these modifications. In addition, sufficient right of way shall be dedicated to enable construction of a future 3rd westbound through lane on Hillcrest Parkway between points C and F. The entrance at Point E shall be designed to allow for this future lane. Edinburgh Parkway in this vicinity shall be widened to 4 through lanes, with sufficient width at Point C to allow proper alignment with the through lanes north of Point C when double left turn lanes are provided for the southbound to eastbound movement. Right turn lanes shall be provided at all entrances. A point of access (left and right turns) shall be provided at Point P.

(3) The remaining, 73-acre RC parcel in the northwest quadrant of the interchange shall have not more than three (3) median breaks (each with an entrance allowing lefts and rights) spaced not closer than 800' apart and generally at Points Q, R and S, each with not more than one rights-only entrance approximately halfway in between. Of these median breaks, only one may be signalized, and only if it is at least 1,200' from Point C. Edinburgh Parkway will be constructed as a 4-lane, divided facility on a 90' right of way, except at the intersection with Hillcrest Parkway, where it will widen to 110' to enable dual left turn lanes for the southbound-to-eastbound movement. This construction shall be required in conjunction with the earlier of (a) the development of this RC parcel or (b) the development of the portion of the CC area across from this RC parcel. A right turn lane shall be provided from Hillcrest Parkway onto Edinburgh Parkway. Bike lanes will be provided. Right turn lanes will be provided at all entrances. On Hillcrest Parkway, this parcel shall have only a single entrance, at Point D, which shall be right in only, if approval for same can be obtained from the Transportation Commission of the Commonwealth of Virginia. Because this parcel may generate high volumes of traffic turning from southbound Edinburgh Parkway onto eastbound Hillcrest Parkway, its

development may generate the need for the 3rd eastbound lane mentioned in Section VIII.1.i(2) above. If the development of this parcel, or portion of it, causes, as determined by the Department of Public Works, the total eastbound volumes between points C and F to require a 3rd through lane to maintain a level of service D, the owner and/or developer of such parcel or portion shall be required to construct such lane. This determination of need shall include traffic generated by other parcels in the PUD along with the 20,000 vehicles per day of through traffic assumed for Hillcrest Parkway in the traffic analysis done for the design of the 168 Bypass, which analysis is on file with the Department of Public Works.

(4) The 31 acre OB parcel shall have not more than two points of access, generally at Points T and U. One shall be left and right turns, the other, if used, shall be right turns only. Edinburgh Parkway in this vicinity shall be constructed to the same standards set forth in Section VIII.1.i(3) above, including turn lanes and bike lanes. This construction shall be required in conjunction with the earlier of (a) the development of the OB parcel or (b) the development of the portion of the CC area across from the OB parcel.

(5) The CC parcel south of Hillcrest Parkway shall have a single street connection onto Hillcrest Parkway, at Point B. A right-turn lane and a left turn lane shall be provided. Hillcrest Parkway shall be constructed as a 4-lane, divided facility on a right of way planned for 6 ultimate lanes, as provided for in Section IX.A below. Until this construction of the extension of Hillcrest Parkway is accomplished, a second access at Point N shall be provided, which shall include no break in the median of Edinburgh Parkway.

(6) The CC parcel north of Hillcrest Parkway shall have a single street connection onto Hillcrest Parkway at Point B. A right-turn lane and a left turn lane shall be provided. Hillcrest Parkway shall be constructed as a 4-lane, divided facility on a right of way planned for 6 ultimate lanes.

In addition, this northern portion of the CC parcel shall have entrances onto Edinburgh Parkway which meet the same standards set forth in Section VIII.1.i(3) and Section VIII.1.i(4) above for the RC and OB parcels across Edinburgh Parkway. In each case, each section of Edinburgh Parkway shall be constructed in conjunction with the development of the earlier of (a) the development of the CC parcel or (b) the development of the portion of the RC or OB parcel across from it.

2. Internal circulation within developments should promote an environment that is safe and functional for both vehicular and pedestrian traffic.
3. Bikeways and/or trails shall be provided on all portions of Edinburgh Parkway and Hillcrest Parkway to be constructed with the development of the Edinburgh PUD.

Section IX. Improvements and Their Timing

In addition to other improvements required by these Criteria, the following list of capital improvements and amenities shall be accomplished prior to certain development milestones, as required below:

A. *Hillcrest Parkway*

1. Precon Development Corporation, Inc. shall dedicate right-of-way to the City for the extension of Hillcrest Parkway from its intersection with Edinburgh Parkway, westward approximately to the western boundary line of the PUD, in conformance with the alignment shown on the Master Land Use Plan. The final alignment and extent of Hillcrest Parkway within the PUD shall be determined by the City Manager or designee. The Developer shall also design, construct and dedicate improvements for the extension of Hillcrest Parkway from its intersection with Edinburgh Parkway westward to approximately Point X as shown on the Master Land Use Plan (the "Hillcrest Parkway Extension"). The dedication and improvements shall be subject to the review and approval of the Director of Development and Permits or designee.
2. The City and the Developer acknowledge and agree that the Developer is fully responsible for the right-of-way acquisition costs and improvements proffered in the 1989 rezoning of Edinburgh (R(C)-89-06). The Developer's proffered obligations expressly include all costs associated with right-of-way and easement acquisition, and the design and construction of streets and related improvements, required by the proffers for R(C)-89-06 and the Chesapeake City Code ("Proffered Improvements"). The Developer and the City further acknowledge and agree that a portion of the Proffered Improvements were performed or completed by the City as part of the Chesapeake Expressway (Route 168 Bypass) project and that the Developer is required to reimburse the City for all costs associated with the City's partial performance of the Proffered Improvements. In calculating the amount the Developer is required to reimburse the City, the City will deduct (allow credit for) reasonable construction costs incurred by the Developer for the actual construction of portions of the Hillcrest Parkway Extension not included in the Proffered Improvements. Specifically, credit will be allowed for the construction of 1) two lanes from the intersection of Hillcrest Parkway and Edinburgh Parkway (Point C as shown on the Master Land Use Plan) to a point approximately 1200 feet to the west of said intersection (Point B, the location of the 1989 rezoning line), and 2) four lanes from Point B to Point X, the westernmost extent of the Hillcrest Parkway Extension.
3. The City and the Developer acknowledge and agree that the value of the Proffered Improvements performed and constructed by the Developer is \$ 2,675,612.00. Said value includes credit given to the Developer for reasonable costs incurred by the Developer for non-construction activities associated with the Hillcrest Parkway Extension, including without limitation, design, construction administration, right-of-way acquisition, wetlands permitting and mitigation, easement acquisition, and other miscellaneous expenses.

4. The value of the Hillcrest Parkway Extension for four lanes from Point B to Point X and for two lanes from Point C to Point B, as shown on the Master Land Use Plan, (to be credited by the City against the costs owed by the Developer for the Proffered Improvements performed or constructed by the City), shall be based solely on reasonable construction costs incurred by the Developer in constructing the Hillcrest Parkway Extension, as reviewed and approved by the City Manager or designee. Said construction costs may, in the discretion of the City Manager or designee, include reasonable costs incurred by the Developer to correct or compensate for deficiencies in the Proffered Improvements performed and constructed by the City, provided that such corrections or compensation were expressly authorized by the Director of Public Works. Reasonable cost shall be determined by the City on the basis of average unit costs the City has accepted in the award of public projects during 2003. The Developer's calculation of such costs, along with supporting documentation for all charges, has been submitted to the City prior to the approval of the PUD amendment EP-(M)-03-01 and is currently under review by the City Manager. The Developer and the City acknowledge and agree that revisions to the submitted costs will be necessary in accordance with reasonable deadlines established by the City Manager.
5. Any remaining funds due by the Developer to the City, representing the amount by which the costs of the construction of the Hillcrest Parkway Extension fall short of the value of the Proffered Improvements (\$2,675,612.00), shall be paid by the Developer to the City upon the first to occur of:
 - a. The recordation of the 101st residential lot within the PUD, or
 - b. Thirty-two (32) months have elapsed from the date on which City Council originally approved the PUD (October 16, 2001).The City Manager may grant an extension of this payment deadline based on extenuating circumstances; provided that a specific date is set for payment in full.
6. The Hillcrest Parkway Extension shall be installed according to the following time schedule:
 - a. Construction Plans shall be submitted to the Department of Public Works for review not later than 12 months after the original approval of this PUD Application, and resubmitted promptly in response to said review until said Construction Plans are approved.
 - b. Construction itself shall be completed within 12 months after approval by the Public Works Department of said Construction Plans, but in no case later than 30 months after the original approval of this PUD Application.
 - c. The standards for design and construction of the Hillcrest Parkway extension shall conform with the recently constructed portion to the east in terms of pavement design and other design features, as determined by the Department of Public Works.
7. The Developer's obligations under these Criteria include the provision for wetlands permitting and mitigation, bike trails, landscaping measures required by these Criteria and a storm drainage system, with detention, and all associated property rights (rights of way and easements).

B. *Chesapeake Expressway Right of Way*

If not already accomplished, the Developer shall, within 15 days after the approval by City Council of this PUD, dedicate by deed of general warranty that portion of the right-of-way and necessary drainage and utility easements for roads being built with the VA 168 Bypass project which lie within Tax Parcel 0730000001700 to the City of Chesapeake without compensation or credit, said land right-of-way having been proffered in R(C)-89-06. The Developer shall convey the subject land free and clear of all liens, assignments, tenancies, and encumbrances of every kind. The right-of-way and easements to be conveyed to the City are shown on a plat entitled "Plat Showing Property to be acquired from R.G.M. Corporation by the City of Chesapeake, Virginia, Battlefield Boulevard South, State Route 168, Pleasant Grove Borough - Chesapeake, Virginia," said plat consisting of 12 pages, made by Rouse-Sirine Associates, Ltd. dated September 30, 1998, Revised October 19, 1998, Revised January 5, 2000, Revised July 23, 2001, and to be recorded with the deed of conveyance.

C. *Edinburgh Parkway and Peaceful Road*

The Developer shall be solely responsible for 1) widening Edinburgh Parkway from two lanes to four lanes from Hillcrest Parkway to the southern boundary of the PUD; and 2) extending Edinburgh Parkway from Hillcrest Parkway to the northern boundary of the PUD in accordance with specifications and requirements of the Director of Development and Permits or designee. With the approval of PLN-PUDC-2019-002 by City Council, the developer shall also be responsible for the extension of Edinburgh Parkway northward to the northern boundary of the expanded Edinburgh PUD District. Included in the Developer's obligations is right-of-way dedication, design, construction, wetlands permitting and mitigation, bike trails, landscape measures as required by these Criteria, and a storm drainage system designed and constructed in accordance with the requirements of the Departments of Development and Permits and Public Works. The extension and widening of Edinburgh Parkway shall be completed in accordance with the requirements and timing restrictions set out in Section VIII of these Criteria.

The approval of PLN-PUDC-2019-002 requires that the Developer shall widen Peaceful Road to increase its existing pavement width to 22 feet. Said widening shall be constructed from the proposed street connection with Peaceful Road, eastward to the intersection near Duncan Lane. The widening of Peaceful Road shall be completed prior to the issuance of the first certificate of occupancy and shall be subject to the review and approval of the Director of Development and Permits or designee.

D. *Utilities and Stormwater Improvements*

Prior to the first building permit for any building within the PUD, the Developer shall accomplish the following, all of which are subject to the review and approval of the Director of Public Utilities or designee:

1. The design, construction and activation of the South Battlefield Interceptor Force Main, Part 2.

2. The construction and activation of a City-standard Sewage Pumping Station with a gravity sewer connection stubbed across Battlefield Boulevard to the Southeastern Elementary School site.
3. The construction and activation of a 20" water main from Battlefield Boulevard west along Hillcrest Parkway to its intersection with Edinburgh Parkway, also known as the North-South Connector.
4. The construction and activation of Phase 1 of the Stormwater System, including the Detention Pond at the intersection of Hillcrest and Edinburgh Parkways, and its outfall connecting to the St. Brides Ditch.

E. Natural Conservation Area

1. The Developer shall provide a natural, wooded open space area ("Natural Conservation Area") within, and as a focal point of, the CC Conservation Community area north of Hillcrest Parkway.
 - a. This Natural Conservation Area shall consist of a contiguous area not less than 115 acres in size. There may be additional noncontiguous open space or conservation areas provided as well, but any such isolated areas shall not be counted toward the 115-acre minimum. For purposes of this subsection, the Natural Conservation Area may be traversed by recreational trails and still be considered contiguous. The Natural Conservation Area shall be delineated prior to the approval of the first certificate of occupancy for the 82nd residence in the PUD. The Natural Conservation Area shall be perpetually preserved and maintained pursuant to a preservation or conservation easement or by conveyance with restrictive covenants as specified in subsection c. below.
 - b. The Developer shall generally locate home sites, recreational facilities and other buildings and structures in a manner designed to protect the environment, native vegetation and wildlife on-site. Home sites should, to the extent feasible, be established so as to afford the residents with the potential for views of protected open space and access to trails and natural areas. Landscaping within the Natural Conservation Area shall consist of native plant materials when possible to blend harmoniously with natural areas and native vegetation.
 - c. Prior to the issuance of a certificate of occupancy for the 130th home within the CC, the Developer shall ensure that the natural conservation area shall be protected in perpetuity by its conveyance to an environmental protection organization such as The Nature Conservancy or by the recordation of preservation easements and/or restrictions preventing its development or other uses, with the exception of approved passive recreational activities such as hiking trails, boardwalks, fitness stations, observation platforms, and similar facilities. Such uses, and associated improvements, shall be subject to prior approval by the City and by any and all state, local and federal agencies have jurisdiction over any wetlands or other environmentally sensitive areas within the PUD.
2. Around the periphery of the Natural Conservation Area, the Developer may install facilities for more active community functions, such as community gatherings, social activities and active recreation (*e. g.*, tennis); provided that all required state, local and federal approvals are obtained prior to the issuance of a building permit for any such facility.

- a. The area used to construct or operate such facilities, if they are provided, shall not count toward the minimum 115 acre required area of the Natural Conservation Area.
- b. More detailed plans, showing the type and approximate number of passive and active recreational facilities, trails, etc., shall be submitted for review by the Chesapeake Planning Director in conjunction with the first application for approval of a preliminary subdivision plan in the CC area north of Hillcrest Parkway.

F. Edinburgh Parkway – Scone Castle Loop to Northern Boundary of PUD

The applicant/owner shall design Edinburgh Parkway from Scone Castle Loop to the Northern boundary of the PUD to be consistent with the Comprehensive Plan's Master Transportation Plan and the Public Facilities manual, as determined by the Department of Development and Permits Director or designee.

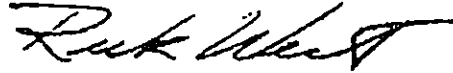
If the City secures the right-of-way for Edinburgh Parkway between the northern boundary of the PUD and Peaceful Road prior to plat recordation for the VC, then the applicant/owner shall construct the referenced section of Edinburgh Parkway in lieu of the residential street connection to Peaceful Road in the VC (as further described in Section VII(6) above). Construction of this section of Edinburgh Parkway shall be consistent with the design for Edinburgh Parkway, as determined by the Director of Development and Permits or designee. This alternative portion shall be constructed and open to traffic before recordation of the 30th lot within the VC, unless approved otherwise by the Development and Permits Director.

Section X. Amendment and Enforcement

These Criteria may only be amended by City Council approval. These Development Criteria shall be interpreted, administered, and enforced in accordance with Articles 11 and 20 of the Chesapeake Zoning Ordinance. Notwithstanding anything to the contrary herein, a violation of any provision of the Development Criteria shall be considered a violation of the Chesapeake Zoning Ordinance and subject to all enforcement measures set out in Article 20 of the Zoning ordinance.


ADOPTED by the Council of the City of Chesapeake, Virginia, the 20th day of October 2020.

APPROVED:



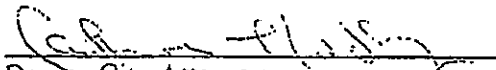
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

EXHIBIT C

[Edinburgh Design Criteria]

“Edinburgh Cottage”
and “Terraced Homes”



55-Plus Custom Home Community



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Section I. General

A. Establishment and Purpose of Detailed Standards

1. These Detailed Standards shall apply to the Edinburgh Planned Unit Development (PUD), which consists of approximately 698.7 acres zoned to the PUD district by act of the Chesapeake City Council on October 16, 2001, and such additional areas as may be added to the Edinburgh PUD by subsequent acts of City Council.
2. In conjunction with its rezoning and creation of the Edinburgh PUD, City Council approved and established the "Development Criteria for the Edinburgh Planned Unit Development (PUD)," hereinafter referred to as the Development Criteria.
3. On November 2, 2001, R. G. M. Corporation, pursuant to Section III.A of the Development Criteria, created the Edinburgh Architectural Review Committee (hereinafter, the ARC) by appointing to it the following members:
 - a. D. W. Fuller, a representative of R. G. M. Corporation,
 - b. Howard L. Wright, an architect, and
 - c. W. P. Burkheimer, Jr., an engineer.

See Section IX, Adoption and Modification Log, at the end of these standards for a cumulative record of changes to the membership of the ARC and other changes to these standards.
4. These Detailed Standards are promulgated by the ARC, as established in Section III.B of the Development Criteria. The purposes of the Detailed Standards shall be...
 - a. to provide more detailed information than is contained in the Development Criteria,
 - b. to assist property owners in complying with the Development Criteria, and
 - c. to assist the ARC in its review of items to assure that compliance.
5. The following are provided in these Detailed Standards (items marked with an asterisk (*) are not provided at this time but will be included in a subsequent release):
 - a. A standard design for street landscaping and other streetscape features for the entire PUD, so as to create a unifying theme for the landscaping program. Included is a menu of approved trees and shrubs, along with other streetscape elements.
 - b. Standardized locations within and adjacent to public streets, for the installation of public, private and franchise utility lines and appurtenances.
 - c. * Standards for other street ornamentation, including street furniture, lighting, and possibly statuary for the entire PUD.
 - d. * Uniform standards for signage in non-residential areas.
 - e. * Guidelines for implementing, in the context of the Regional Commercial and Office/Business areas, the architectural styles (Southern Colonial and Southern Plantation/French Colonial) which are promoted by the Development Criteria.
 - f. Architectural standards for the Conservation Community areas, the objective of which is to achieve harmony with the architectural styles (Southern Colonial and Southern Plantation/French Colonial) promoted by the Development Criteria.



- g. A *verbatim* recitation of Section IV through Section VIII of the Development Criteria.
- 6. The words “shall” and “must” as used in these Detailed Standards indicate a mandatory provision unless ARC grants an exception. Other words and phrases, such as “should,” “is encouraged/discouraged, etc.,” indicate that the provision, while not mandatory, is intended to promote the overall design objectives of these Detailed Standards and the Development Criteria. The ARC shall be the final authority in determining whether an applicant’s design meets the requirements of these documents. In so doing, it may disapprove a design which fails to comply with multiple mandatory and non-mandatory provisions, considering that the cumulative effect fails to meet the minimum level of quality set forth in the Development Criteria and these Detailed Standards.

B. Plans Subject to ARC Review

The ARC shall review all plans which require approval by the City of Chesapeake, as follows:

- 1. Residential (CC and VC areas)
 - a. Site plans for individual lots
 - b. Building plans for any structure requiring a building permit, including but not limited to initial dwelling construction, additions, outbuildings, and fences
 - c. Landscaping plans must include street trees as required.
 - d. Site plans, building plans, Fencing, Pool and Landscaping plans associated with the residential and passive recreational community facilities around and associated with the Natural Conservation Area.
- 2. Non-Residential (Regional Commercial (RC) and Office/Business (OB) areas)
 - a. Overall and individual site plans
 - b. Building plans for any structure requiring a building permit
 - c. Landscaping plans, including plans for internal landscaping, foundation plantings, streetscapes, statuary and signage

C. Review Procedures

The ARC shall conduct its review in a fair, reasonable, and expeditious manner, as follows:

- 1. Up until such time that the ARC consists only of City employees, requests for considerations shall be delivered to the Developer at the following address: Douglas W. Fuller, Precon Development Corporation, Inc., 1401 Precon Drive, Suite 101, Chesapeake, VA 23320
- 2. At such time that the ARC consists only of City employees, requests for consideration shall be made in writing to the Director of Planning for the City of Chesapeake, P. O. Box 15225, Chesapeake, Virginia 23328-5225.



3. Two copies each of site plans, building plans (including elevations and finish schedules, plant lists, etc., as applicable) shall be submitted. They may be folded to any size the applicant desires.
4. The ARC shall endeavor to act within one week of receipt, but in no case shall take longer than two weeks, except in the case of very large (greater than 50,000 square feet, and/or greater than 10 acres), in which case the time shall not exceed three weeks.
5. The ARC shall consider whether or not the submitted proposal is consistent with the Design Standards set forth in these Criteria and the Detailed Standards promulgated by the ARC. It shall not unreasonably withhold approval.
6. Upon completion of its review, ARC shall either...
 - a. ...APPROVE as submitted,
 - b. ...APPROVE with minor modifications, or
 - c. ...DISAPPROVE, but with a list of specific changes which, if implemented, may lead to approval.
7. Upon receiving ARC approval, the applicant may apply to the City for required approvals and permits. Such plans and permit applications shall conform to all ARC approvals.



Section II. Roadway and Site Development Standards

The purpose of these standards is to create a more pleasing environment within the PUD by improving the appearance of streets and highways, as well as commercial development areas, through the use of street trees, appropriate street furnishings, landscaping features such as berming and massing of shrubbery and accent plantings. Tree-lined streets encourage walking, promote interaction between neighbors, slow the speed of vehicles, moderate climatic effects and create continuity throughout the development.

As noted in Section I.A.4.a above, these Detailed Standards provide more detailed information in supplement of the Development Criteria. In addition to the detailed standards for roadways and site development set forth in this Section II, more general standards are provided in Section IV through VIII of the Development Criteria, which are recited as Sections IV through VIII of this document. Regarding roadways and site development in particular, the reader's special attention is directed to Section IV.B.

A. Public Street Standards

1. STREET TREES

- a. Major roadways (Hillcrest Parkway and Edinburgh Parkway) shall be planted with large street trees to be selected from the preferred tree list at the end of this section. Street trees shall be planted in buffer areas along both sides of such roadways, and, where not prevented by other design constraints, in their medians. See Figures 1-3 below.
- b. Other public streets shall be planted with street trees in accordance with the standards which follow.
- c. Street trees shall be spaced as uniformly as practical. Trees along major roadways shall be spaced at a maximum distance of 35' on center, except where such roadway abuts a wooded, wetland area, in which case the existing trees shall be deemed to fulfill this requirement. Trees along residential streets shall be spaced 70' - 75' on center. Suggested planting along the sides of Hillcrest Parkway shall be Buffer Yard Type "C" planting.
- d. Street trees shall be planted behind the right of way on each side of the street within the 7' tree planting area to be provided as shown in Figures 1 and 2 below. Tree locations shall be coordinated with the location of roadway lighting, street furnishings and signage, driveways and visual clearances for street intersections.
- e. Residential lots shall have a minimum of two street trees with the exception of cul-de-sac lots having narrow lot frontages. See Figures 4 and 5 below.



Figure 1 – Typical Half-Section, Buffer Yard and Shared Easements.
(“Shared Easement” = entire area denoted as “Utility Easements and “7’ Tree Planting and Landscape Easement”)

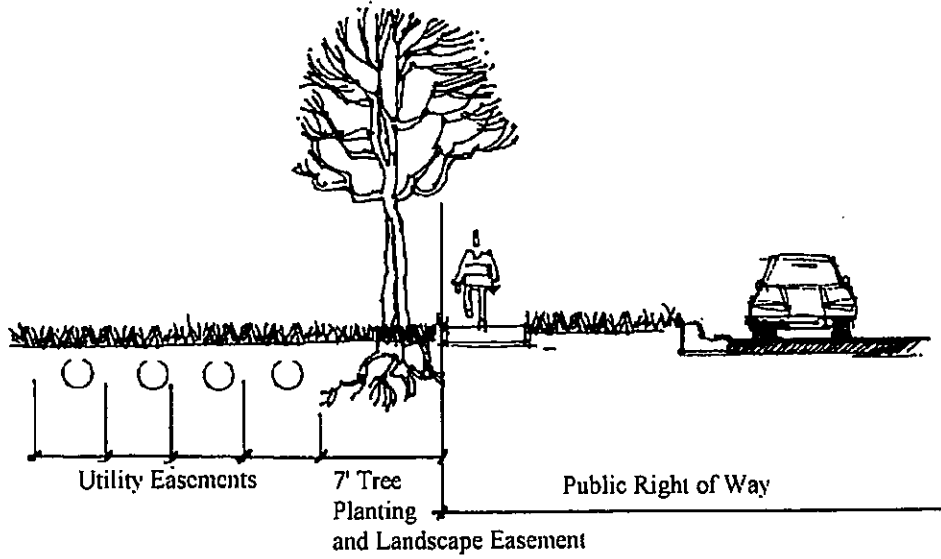


Figure 2 – Typical Half-Section, Buffer Yard, Shared Easements and Berming
(“Shared Easement” = entire area denoted as “Utility Easements and “7’ Tree Planting and Landscape Easement”)
Note: Utilities are to be installed after berms have been constructed.

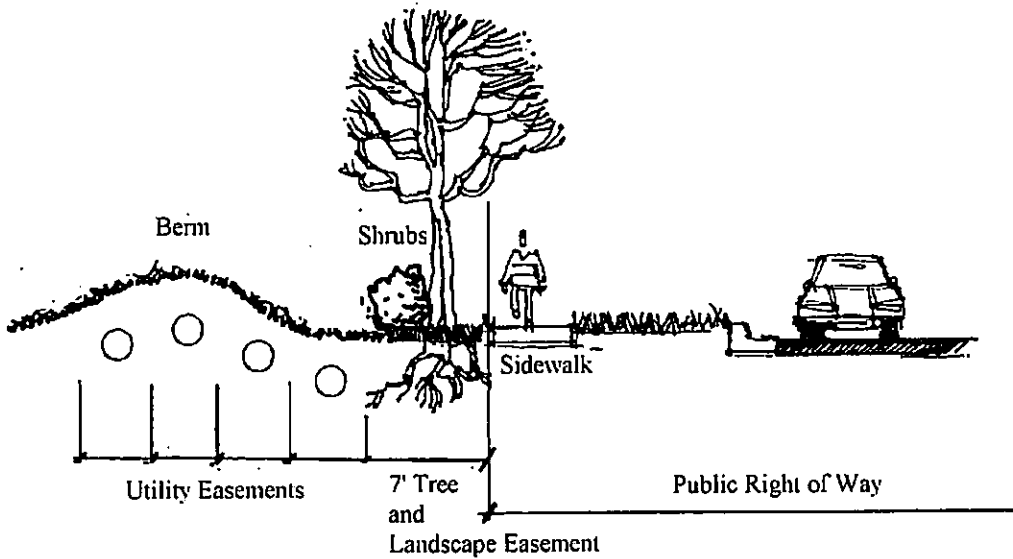
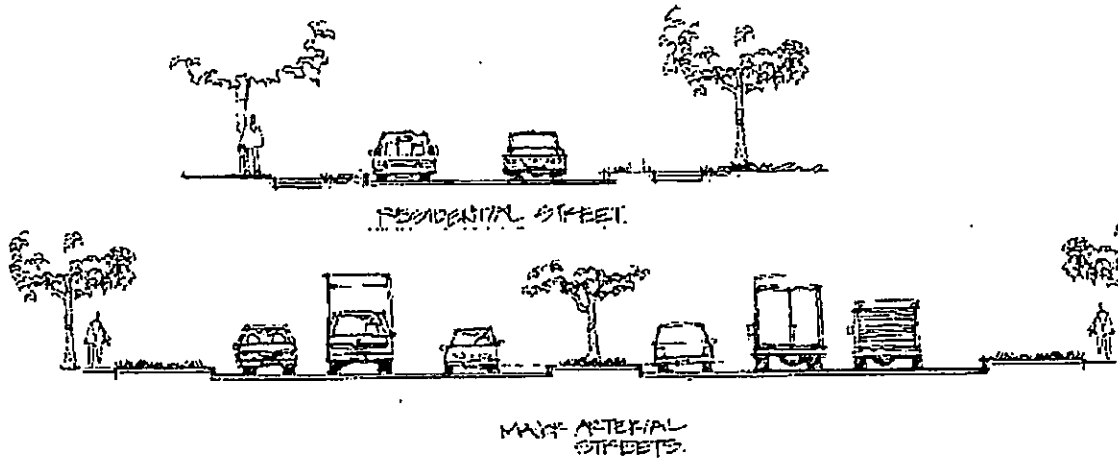


Figure 3 – Typical Cross Sections of Street Tree Planting
(“Residential Street” = 50’ R/W Minor Streets; “Major Arterial Streets” = Hillcrest & Edinburgh Parkways)



- f. The street tree landscape plan shall reflect a continuous theme. Species of large street trees used shall be kept to a minimum in order to develop a consistent theme.
- g. Accent trees may be used in key locations such as entrances into developments and neighborhoods in order to create an entrance theme. Species shall be selected from the preferred tree list at the end of this section.

Figure 4 – Typical Street Tree Spacing at Cul-de-Sac Lots Having Narrow Street Frontages. Generally, a single tree will be utilized, placed at least 10’ off the center of the lot’s frontage so as to avoid sewer and water service lines.

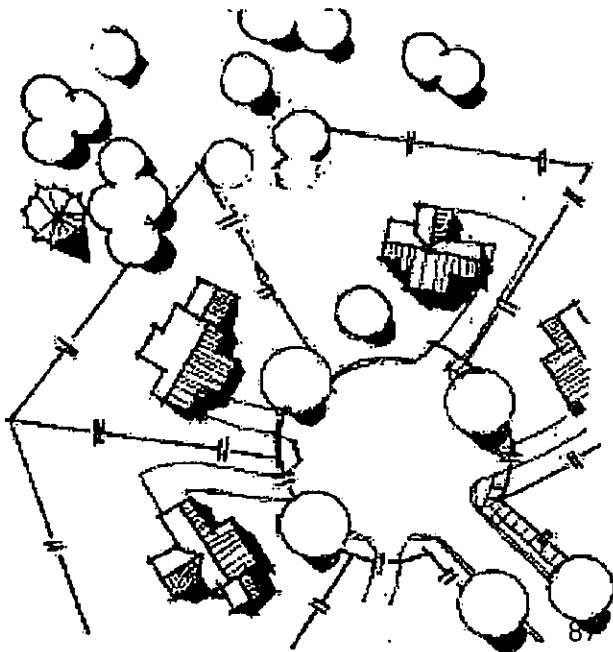


Figure 5 – Typical Street Tree Spacing along residential streets. Two trees per lot shall be required for lots other than those mentioned in Figure 4 above. Generally, the two trees will occur within the first and fourth quarters of the lot's street frontage.

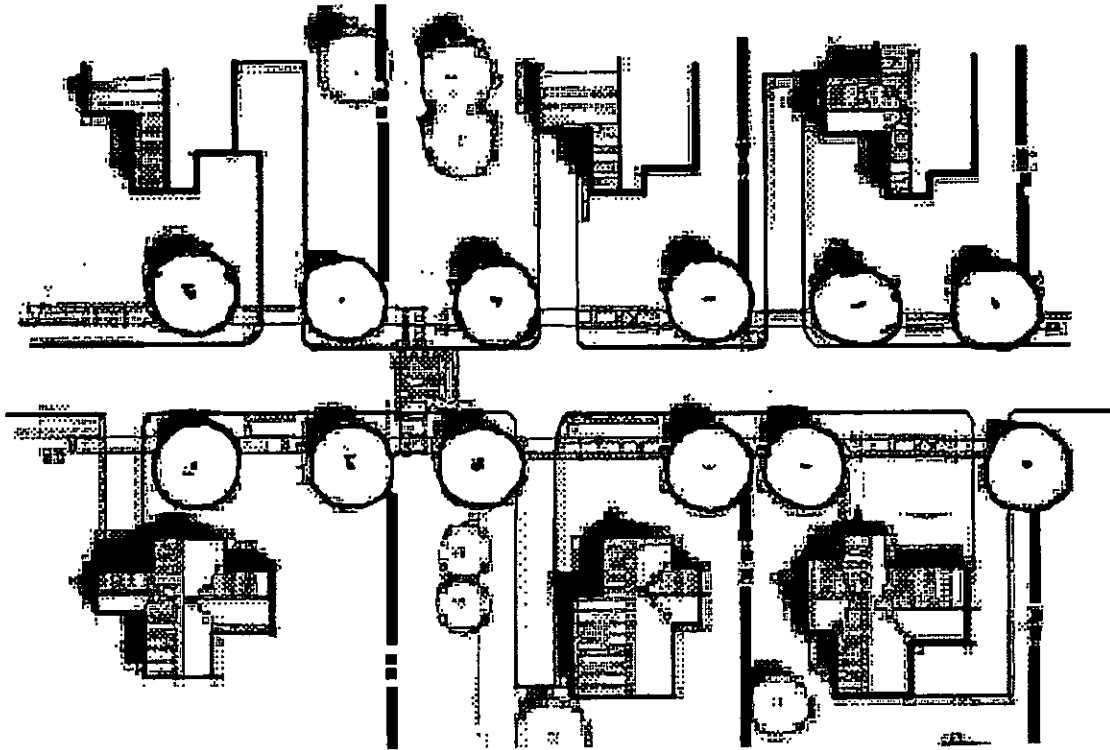
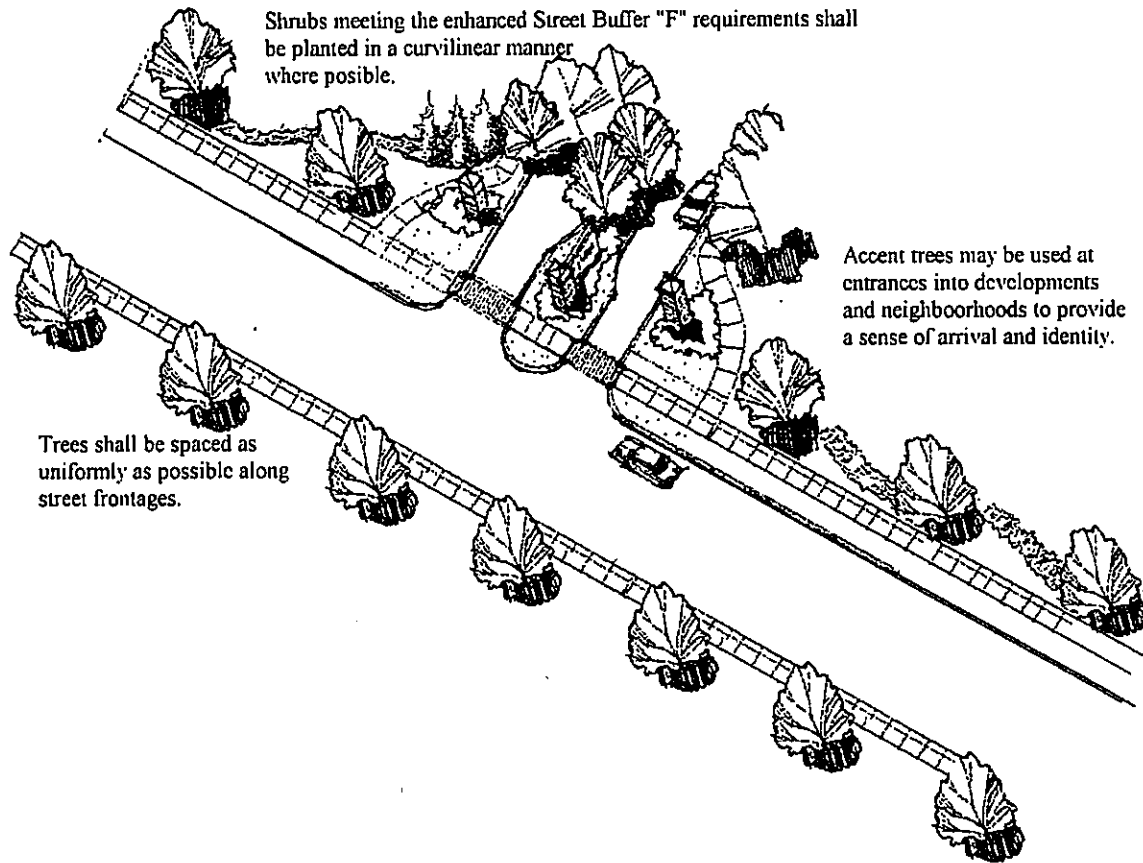


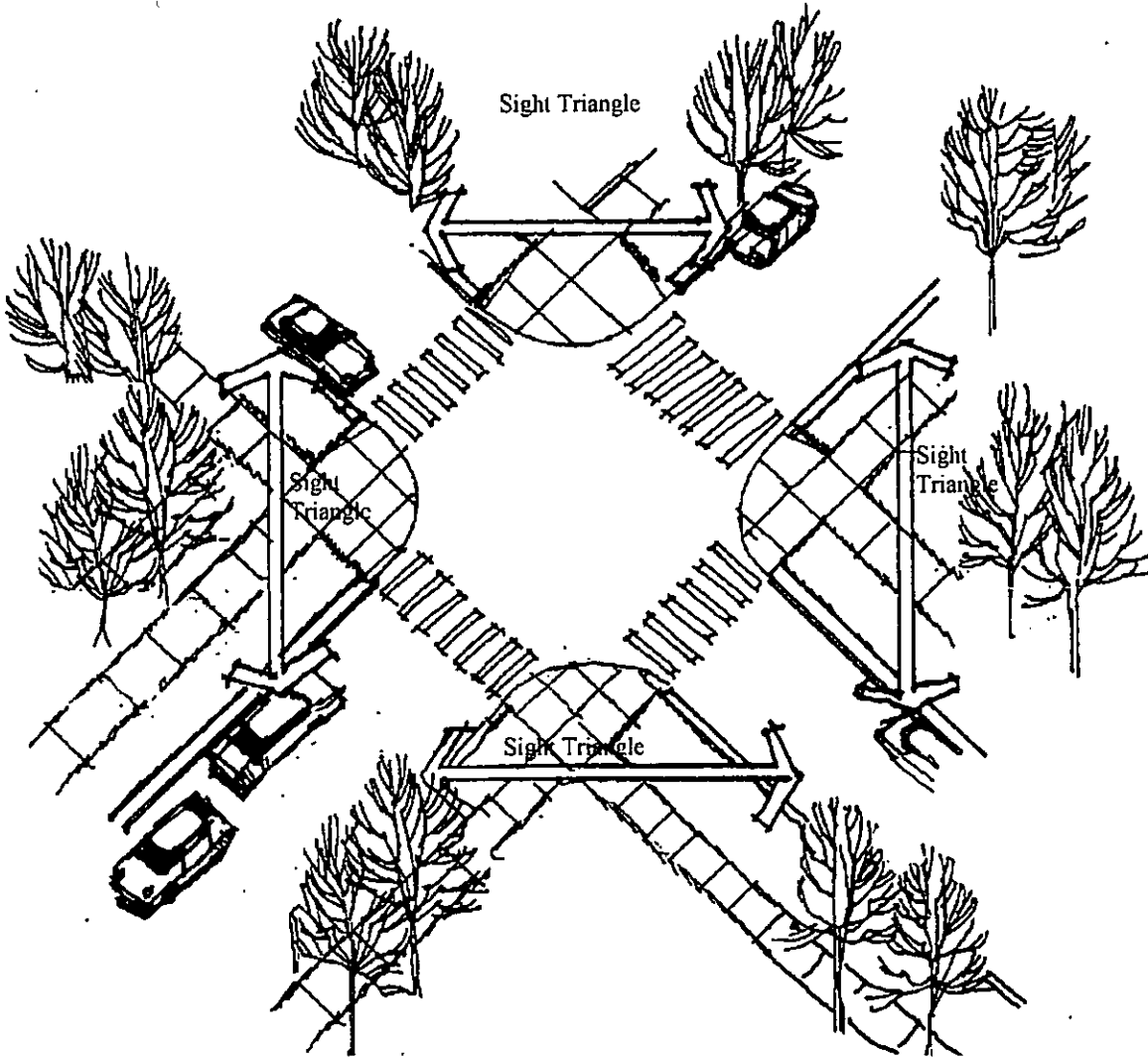
Figure 6 – Accent plantings at entrances into developments and neighborhoods.



2. SHRUBS

- a. Shrubs used to fulfill the enhanced Street Buffer "F" requirements shall be selected from the preferred shrub list provided at the end of this section.
- b. Shrub plantings shall meet at a minimum the requirements of the City of Chesapeake Landscape Ordinance.
- c. Hedgerows parallel to the street right of way shall be discouraged. Preferred planting shall be in a curvilinear manner (except where prevented by physical features such as wetlands, drainage structures or facilities, etc.) that undulates within the planting easement. See Figure 6 above.
- d. Shrub massing should be conceived in large scale and limited to a few or single varieties in any one bed. The effect desired is to reduce the disorganizing effect resulting from using many colorful, but visually confusing combinations of varieties.
- e. Accent shrubs of varying height, texture and color are encouraged where appropriate at key locations such as entrances into developments and neighborhoods.
- f. Visibility triangles at intersections of streets and entrances into developments shall be required. Size shall be designed based on design speeds and geometry of each case.

Figure 7 – Visibility triangles at intersections.



3. BERMING

- a. Berming is encouraged throughout the PUD within the enhanced buffer yards required by these standards. Berming is required where parking areas are visible from public right of ways. See Figure 2.
- b. Berms shall be constructed before utilities are installed. Berms proposed within utility easements will not be allowed to be constructed after the utilities have been put into place.
- c. Vertically, berms shall have an average height of 2.0 to 2.5' above immediately adjacent grade, gently fluctuating between 1.5' and 3' in height. Abrupt changes in elevation will not be accepted.
- d. Horizontally, berms shall undulate in a gentle and naturalistic serpentine manner.
- e. Berms shall have a maximum (steepest) slope of 3 to 1 with a transitional slope of 6 to 1 at the base.



4. **STREETSCAPES:** Provide landscaping and decorative lighting as described in previous sections of this document, including the *Development Criteria* provisions incorporated herein by reference. Benches should be added in areas where appropriate

B. Parking Lot/Commercial Site Standards

1. SCREENING

a. Screening of parking lots

- (1) See II.A.3 above for berming standards, and Section IV.B, particularly IV.B.3.h.
- (2) Generally, selection of plantings and maintenance practices shall be designed to screen the view from adjacent roadways of vehicles—especially their undercarriages—while permitting a clear but softened view of building facades and signage.

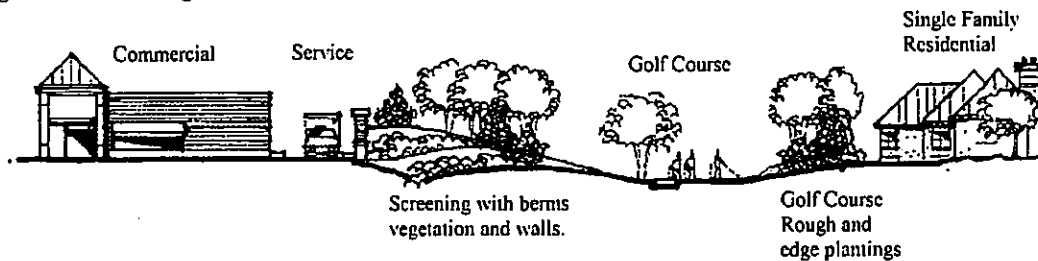
b. Screening of objectionable uses and/or features

- (1) See Section IV.B, particularly IV.B.5.d, IV.B.5.e and IV.B.6.d.
- (2) Generally, such screening measures are to be of architectural and/or landscaping materials of a nature and quality similar to that of the main buildings and site areas to which such objectionable features are appurtenant.
- (3) See Figure 8 below.

c. Screening between differing land uses

- (1) See Section IV.B, particularly IV.B.3.b, IV.B.3.f and IV.B.3.g.
- (2) Where differing land uses are separated by a major roadway (Edinburgh Parkway or Hillcrest Parkway), the combination of separation distance and the landscaping associated with the major roadway shall be deemed to achieve sufficient screening.
- (3) Where an RC or OB land use abuts an offsite area (that is, an area outside Edinburgh), a buffer yard shall be provided using the standards set forth in the Chesapeake Zoning Ordinance. The selection of which buffer yard shall be made as if RC areas were in the B-2 zoning district, OB areas were in the O&I zoning district, and the offsite areas were single-family residential. Additional screening measures shall be employed, sufficient to increase the opacity and screening effectiveness by 50%, when the RC or OB area will be exposing to the offsite property a rear façade with objectionable features or not architecturally similar to the front of the building(s).
- (4) Figure 8 below is illustrative of the level of effectiveness intended.

Figure 8 – Screening various land uses.

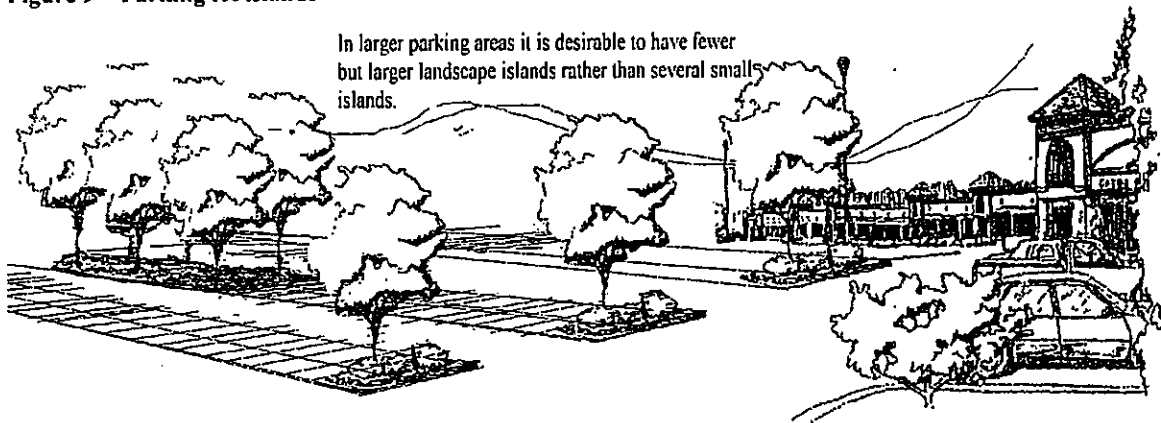


- d. **Fences:** All fences visible at the front or from a surrounding roadway shall be decorative in nature. Some type of treatment shall be necessary to make the areas enclosed by the fencing opaque. Chain link fencing shall be discouraged where visible at the fronts of buildings or where visible from the surrounding roadways. However, it may be utilized if additional architectural features such as colored vinyl coating and screening meshes are incorporated with it and the Planning Department staff approves its usage. Colored, vinyl coated chain link fencing will be allowed at the rear areas of stores where not normally visible to the public. If this fencing is visible to the public, while still in the rear, it must also have some type of opaque treatment, acceptable to the Planning Department. Only decorative fencing, as approved by planning, shall be permitted if visible from the front or a surrounding roadway.

2. PARKING LOT STANDARDS

- a. See Section IV.B, particularly IV.B.3 and IV.B.5.
- b. The size and spacing of parking lot islands shall be proportioned to the size of the overall parking field in which they occur.
 - (1) *In small outparcel sites, islands the size of 1 or 2 parking spaces are appropriate.*
 - (2) *In the parking fields associated with stores of 100,000 square feet or more, the tree and island requirements shall be met by a fewer number of larger islands, each the size of 4, 6 or even 8 parking spaces.*
 - (3) *The placement of such islands shall be designed to create a pleasing visual effect, to break up large expanses of pavement, and to foster pedestrian movement from store to store. See Figure 9 below.*

Figure 9 – Parking lot islands



- 3. **STREETSCAPES:** Along major private roads and drives (e.g., ring roads, drives connecting ring roads to public streets and similar drives not having parking spaces directly abutting them), provide landscaping and decorative lighting as described in previous sections of this document, including the *Development Criteria* provisions incorporated herein by reference. Benches should be added in areas where appropriate

C. Schedule of Preferred Plant Materials

1. STREET TREES

Preferred street trees to be used for public rights of way and in parking lot tree islands.

- | | |
|----------------------|------------|
| a. Quercus nigra | Water Oak |
| b. Quersus phellos | Willow Oak |
| c. Quersus palustris | Pin Oak |

2. ACCENT TREES

Preferred accent trees to be used for public rights of way and entrances into developments and neighborhoods.

LARGE

- | | |
|-------------------------------------|------------------------------|
| a. Acer rubrum var. "October Glory" | Red Maple var. October Glory |
| b. Betula nigra | River Birch |
| c. Cedrus deodara | Deodar Cedar |
| d. Magnolia Grandiflora | Southern Magnolia |
| e. Platnus acerifolia | Plane tree |
| f. Zelkova Serrata | Japanese Zelkova |

SMALL

- | | |
|---|---------------------------------------|
| g. Acer palmatum | Japanese Red Maple |
| h. Cercis Canadensis | Redbud |
| i. Cornus florida | Dogwood |
| j. Cornus kousa chinensis | Kousa Dogwood |
| k. Ilex aquifolium x I. cornuta | Nellie R. Stevens Holly |
| l. Ilex x attenuata "hybrids"
Savanna..... | cv. East Palatka, Fosteri#2, Humes#2, |
| m. Ilex opaca and cultivars | American Holly |
| n. Lagerstroemia "species" | Crape Myrtle |
| o. Magnolia soulangiana | Saucer Magnolia |
| p. Magnolia stellata | Star Magnolia |
| q. Magnolia Virginiana | Sweetbay Magnolia |
| r. Prunus cerasifera "Thundercloud" | Purple Leaf Plum |
| s. Pyrus calleryana "Chanticleer" | Chanticleer Pear |

3. SHRUBS for BUFFER YARDS

Preferred shrubs for street frontage plantings

- | | |
|---------------------------------------|--------------------------------------|
| a. Ilex cornuta species | Cornuta Holly (various species) |
| b. Ilex crenata "var." | Japanese Holly species and varieties |
| c. Juniperous species | Juniper varieties |
| d. Prunus laurocerasus "Schipkaensis" | Schipka Laurel |
| e. Prunus laurocerasus "Zabeliana" 93 | Zabel Cherry Laurel |



- f. *Raphaiolepis Indica* Indian Hawthorn

4. TREES AND SHRUBS FOR SCREENING

Preferred trees and shrubs for screening

TREES

- a. *Cedrus deodara* Deodar Cedar
- b. *Cupressusocyparis leylandii* Leyland Cypress
- c. *Myrica cerifera* Southern Wax Myrtle

Note: Other plant materials may be use for screening purposes with the approval the A.R.C.

D. Lighting

- 1. **GENERAL:** The provisions of Section IV.B.10 of the Development Criteria shall apply to all lighting.

2. STREETS

- a. All lighting of public streets shall be accomplished with equipment furnished and installed by Dominion Virginia Power.
- b. Major roadways (Hillcrest Parkway and Edinburgh Parkway) shall be lit using conventional high-output luminaires (“cobra heads”), with spacing, mounting heights, arm lengths and lamp wattages designed to achieve illumination levels compliant with standards of the Chesapeake Department of Public Works.
- c. Minor streets shall be lit using Dominion Virginia Power’s “Traditional” pole and fixture system, with a spacing of approximately one per residential lot.
- d. Lighting design may be shown on the plans by which the roadway is to be constructed, or by a supplemental plan approved separately.

3. COMMERCIAL SITES

- a. Lighting of commercial sites shall be consistent with the scale and nature of the area being lit.
 - (1) *Frontal walks shall be lit by building-mounted lighting, by interior lighting shining through storefront glass, and/or by lighting bollards.*
 - (2) *Large-scale paved areas may be lit by pole-mounted fixtures with relatively high mounting heights, for efficiency and simplicity of design.*
 - (3) *Smaller paved areas, and those pedestrian in nature, shall be lit with fixtures and lamps similar to the Dominion Virginia Power “Traditional” as noted above for use on minor public streets.*
- b. A narrative description of the approach to lighting each commercial site, and/or nighttime perspective rendering or illustration showing lighting, shall be submitted to the ARC for approval before the submittal of specific equipment to accomplish the designer’s intended effect.



4. STRUCTURES

The lighting all structures—residential and commercial—shall employ fixtures, mounting methods, lighting levels, directionality, etc., all of which are consistent with the overall style and theme of the structure.

E. Signage

1. GENERAL: The provisions of Section IV.B.11 of the Development Criteria shall apply to all signs.

2. RESIDENTIAL AREAS

- a. Entry signage shall be provided at all connections of minor streets in the Golf Community to major roadways (Hillcrest Parkway and Edinburgh Parkway).
- (1) *Entry signage shall be of a consistent theme and design in all locations, and shall include the Edinburgh name and logo.*
 - (2) *The "sense of place" created by entry signage shall be enhanced by some of all of the following additional measures: Mounding, special landscaping, seasonal color plantings, banners, changes in roadway and/or walkway finish.*
 - (3) *Street name signs shall be as fabricated and furnished by the Traffic Engineering Division of the Department of Public Works, at the expense of the residential developer. Posts for street name signs shall be City standard, or, if mutually satisfactory arrangements can be made regarding long-term maintenance and replacement, ornamental posts may be furnished and perpetually owned and maintained by the developer and, subsequently, by the Edinburgh property owners association.*

3. COMMERCIAL AREAS

- a. Signage, including main entrance signs and individual store signs, shall follow a consistent overall theme and design for the entire major parcel (e.g., Parcel RC-2).
- (1) *Materials used in constructing monument-style signs shall match or at least be harmonious with the primary building materials used in the center or facility they identify.*
 - (2) *Lettering and graphics shall be as consistent as practical throughout the center. This shall not be construed to prevent companies with widely-recognized logos and symbols from incorporating them into their signage, but such incorporation shall be modified to conform to the overall center/major parcel's signage theme. Such modification may include, for example, substitution of a bright primary corporate color with a subdued version of the same color.*
- b. A narrative description of the approach to signage for each commercial parcel, including renderings or photographs, shall be submitted to the ARC for approval before the submittal of plans and specifications for individual signs.



Section III. Building and Structure Standards
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A. Residential Standards:

The theme of the non-residential development within the Edinburgh PUD is Southern Colonial or Southern Plantation/French Colonial. While variation in design is allowed and desired in the individual residences, their designs should harmonize with the overall theme of Edinburgh. The following detailed design standards are established to promote this harmony.

1. WALLS and FLOOR

- a. The structures must be constructed of a combination of fiber cement, brick and / or stone as approved by ARC.
- b. The brick may be installed in running, English or Flemish bond with grapevine or concave/rodded joints.
- c. Special brick shapes such as water tables, brick arches, ogee and rowlock sill return, and bullnose or cove stretchers shall be used where appropriate to achieve the theme of the residence.
- d. Chimneys, where exposed, shall be constructed of brick to match the brick wall veneer.
- e. Brick colors should reflect the design of the residence. Garish colors are prohibited.
- f. Raised concrete slabs greater than 24 inches above grade are allowed as an alternative to crawl space.

2. ROOF SHINGLES

- a. Roof shingles may be slate or hand-split or sawn wood shingles.
- b. Synthetic materials manufactured to simulate natural materials will be acceptable.
- c. Fiberglass shingles of the "Architectural Textured 30 -Year Type" to simulate natural materials will be acceptable. If shingles of this type are used, shingles shall have fungus-resistance added by the manufacturer.
- d. Roof flashing that is exposed shall be copper metal.

3. ROOF LINES

- a. Roof lines should be "A" or Hip type with a minimum of 8 to 12 slope. The ARC may consider lower slopes, but in no case less than 5 to 12, provided such a flatter slope is inherent to the particular style of roof.
- b. Dormers, where practicable, are encouraged to add interest to the roof.

4. TRIM

- a. Exterior trim, fascia, rakes, and cornice may be painted wood or wood clad with vinyl or metal. Synthetic trim materials such as cement and wood fiber are acceptable.
- b. Pre-molded dentil blocks, cornice trim and door surrounds are acceptable.
- c. The fascia, cornice and trim proportions should be scaled to fit the proportions of the building.



- d. Trim colors should be chosen from accent trim colors presented in Section III.C, Color Samples, which follows.



5. WINDOWS

- a. Windows shall be double- or single-hung, fixed or casements. They may be wood or vinyl or metal clad. Arched, octagonal or round windows will be allowed where they contribute to the design of the residence.
- b. Windows may be true divided lights or furnished with removable grilles to simulate divided lights.
- c. Special brick shapes, such as ogee sloped sills, are encouraged around windows.
- d. Shutters, painted in a coordinated color, are acceptable at windows.
- e. Lintels at windows shall be arches, jack arches, stone or cast concrete where appropriate.

6. BUILDING STEPS AND PORCHES

- a. Where practicable, steps and porch surfaces should be constructed of masonry to match brick veneer. Where impracticable, brick edging should be installed. Special brick shapes at stair nosing and porch edges are encouraged.
- b. Porch rail details should match theme of residence.

7. GUTTERS: Gutters may be constructed hidden in roof line. If exposed, gutters and downspouts shall be made as unobtrusive as possible and painted to match background surface.

8. DOOR

- a. Door style and surface shall match residence theme.
- b. Colors should be coordinated with color samples attached.
- c. If storm door is installed, door shall be full height glass with frame painted to match door color.

9. EXTERIOR ACCENTS

- a. Where small amounts of siding are used as accent on structures, siding shall be cements' siding (Hardie Plank or equal)
- b. Colors should be coordinated with accent colors presented in Section III.C, Color Samples, which follows.

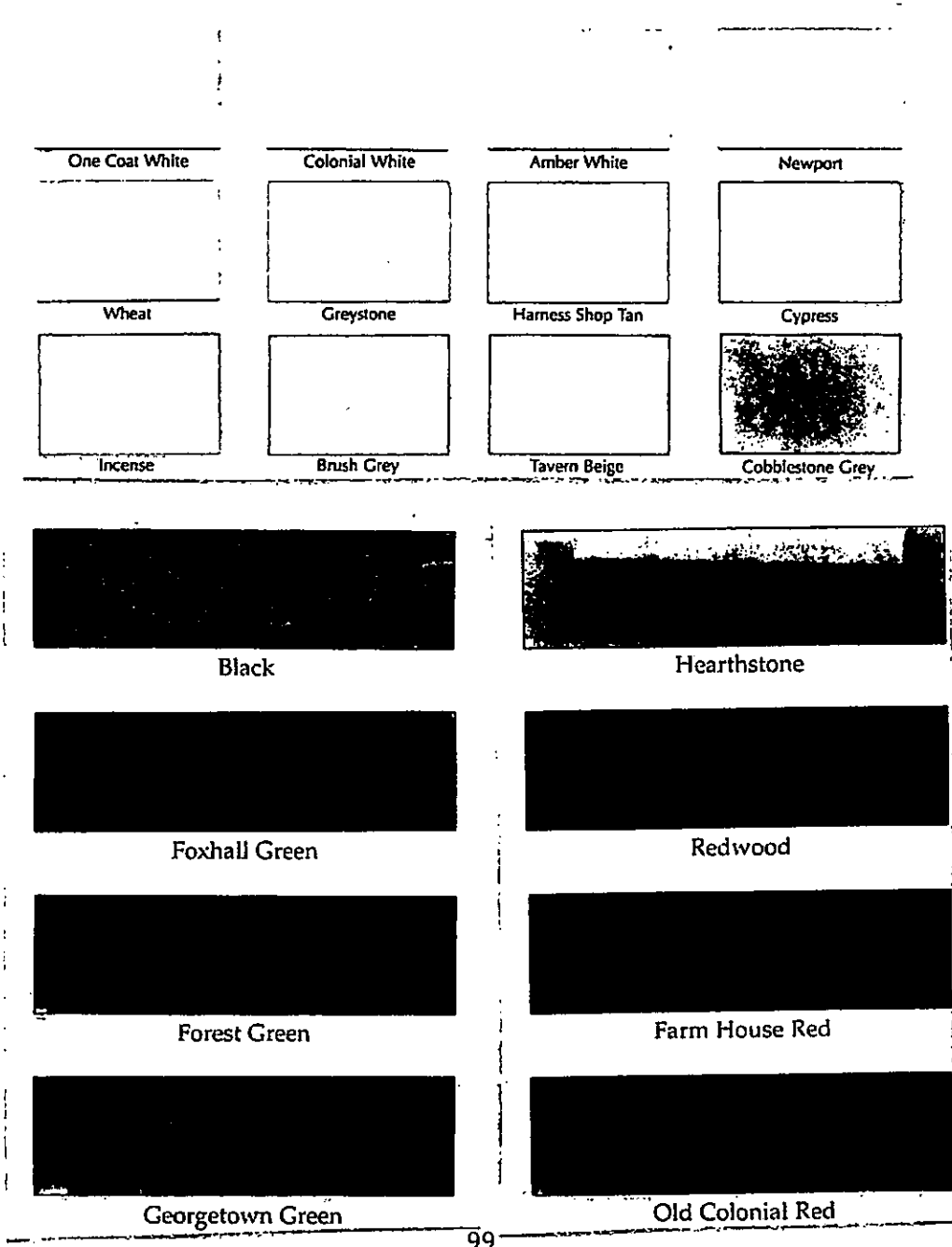
B. Commercial Standards

- 1. All standards for buildings in the RC and OB land use areas are provided in the *Development Criteria*, which is repeated verbatim in Section IV which follows. See especially IV.B.7 through IV.B.9.



C. Color Samples

The colors shown previously for the residential details are representative of exterior trim and accent colors which the ARC feels are appropriate to the overall architectural theme for Edinburgh. These are not intended to be all-inclusive, but to assist the building designer in understanding Edinburgh's interpretation of a Southern Colonial or Southern Plantation/French Colonial theme in its commercial and residential contexts.



99
PAINT COLOR SELECTIONS 1



ACCENT • TRIM

COURTHOUSE WHITE W1250



BLUE BELL TAVERN GRAY GREEN W1249



PALACE ARMS RED W1080/PKG.

OROE



JAMES GEDDY GREEN W1075

BASE

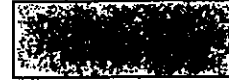


LUDWELL TENEMENT GOLD W1078

ACCENT • TRIM



GEORGE PITT HOUSE BIROME W1252



GEORGE PITT HOUSE GREEN W1088



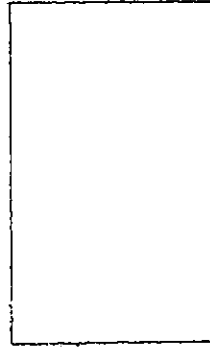
GEORGE PITT HOUSE CARAMEL W1087



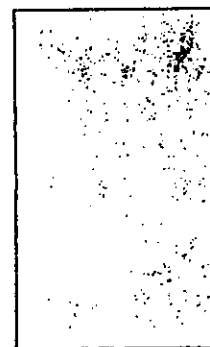
BRACKEN TENEMENT BLUE SLATE W1085



WILLIAM FORDE HOUSE BROWN W0225



BRACKEN TENEMENT BISQUIT W1084



PURDIE HOUSE GRAY SLATE W1090



BURNETT'S ORCHARD BLACK GREEN W0625

OUTSIDE WHITE PKG.



HEATHEN BENDON BRIGHT WHITE PKG.



WILLIAM FORDE HOUSE LIGHT W1079



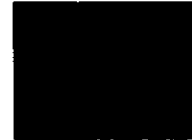
GEORGE PITT HOUSE BIROME W1252



LUDWELL TENEMENT GOLD W1078



JAMES GEDDY GREEN W1075



PALACE ARMS RED W1080



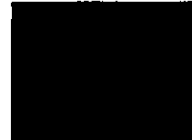
COURTHOUSE WHITE W1250



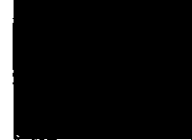
BLUE BELL TAVERN GRAY GREEN W1249



BRACKEN TENEMENT BISQUIT W1084



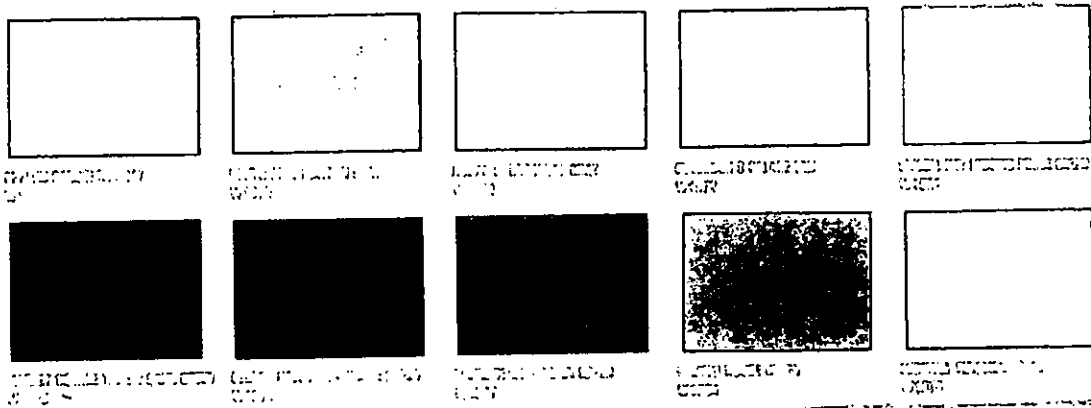
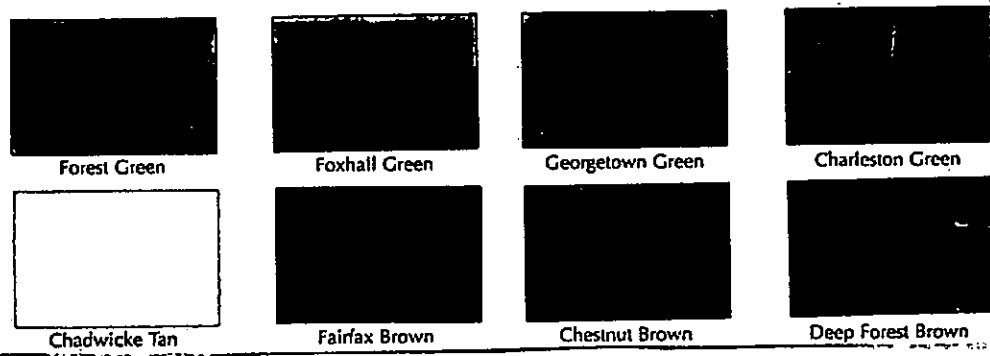
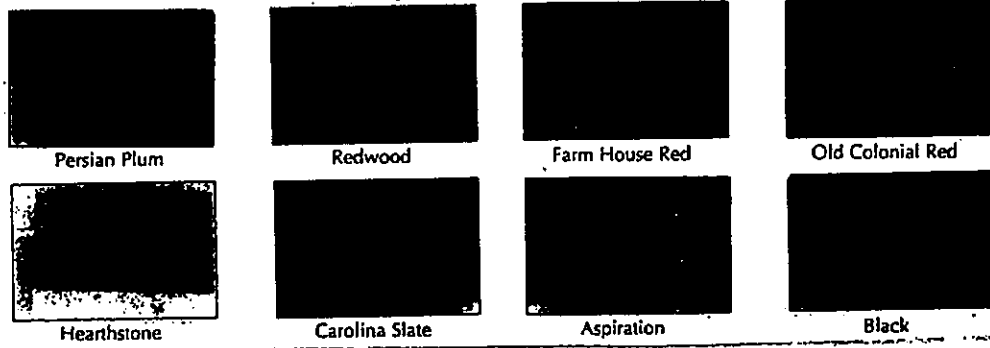
PURDIE HOUSE GRAY SLATE W1090



BURNETT'S ORCHARD BLACK GREEN W0625

PAINT COLOR SELECTIONS 2





PAINT COLOR SELECTIONS 3



Note: This "Section IV" is a *verbatim* recitation of Section IV of the Development Criteria. In case of any future action by Chesapeake City Council to amend the Development Criteria, all such portions recited herein shall be automatically amended accordingly.

Section IV. Design Standards

A. Relationship to TCOD

1. The Edinburgh PUD represents the applicant's efforts to implement the general goals and objectives of the City's Transportation Corridor Overlay District, or TCOD.
2. The TCOD "Policy Framework and Development Guidelines," as adopted by Chesapeake City Council on June 13, 2000, with any subsequent amendments, shall be known for short as the "TCOD Policy."
3. The non-residential components of the PUD (RC and OB) are proposed to fulfill the goals and objectives of the TCOD Policy.
4. The non-residential components of the Design Standards set forth herein, which incorporate many of the "Standards" set forth in Appendix B of the TCOD Policy, modified and adapted to the specific setting, circumstances and goals of the Edinburgh PUD. As such, the Design Standards cited explicitly herein, in Section IV.B below, shall be the only portions of the TCOD Policy applied and enforced as regulations in the Edinburgh PUD.
5. Residential components of the PUD are intended to conform to the TCOD Policy through landscaping and other development and design standards specified in the Criteria.

B. Design Standards, Non-Residential Areas

1. Existing Natural and Historic Features
 - a. Existing natural conditions and historic sites/structures shall be identified and considered during the site design and building placement process. Natural features include a significant stand of trees, outstanding trees, other trees greater than 24" in diameter (excluding maples, sweetgums and pines), watercourses, natural drainage patterns, wetlands, and rare or endangered plant materials.
 - b. Such conditions and features shall be considered to the maximum practical extent, consistent with the nature of commercial development, by concentrating development on the most suitable portions of the site and reducing impervious cover only to what is necessary to accommodate the development.
 - c. Historic sites and structures include all properties and structures identified in the Reconnaissance and Intensive Survey of Architectural Resources in the City of Chesapeake (1999 and as amended)
 - d. There are no documented significant Historic Sites or Structures within the Edinburgh PUD.
2. Scenic Vistas
The use of billboards anywhere within the Edinburgh PUD shall be prohibited, as they would detract from existing and proposed vistas.
3. Landscaping
 - a. A minimum tree canopy of 20% shall be provided for all sites within the Transportation Corridor Overlay District.



- b. There shall be a reforestation zone of thirty (30) feet along and adjacent to the Route 168 Bypass right of way, including its on- and off-ramps, within the PUD. This zone shall be treated as a special "Buffer Yard" in a manner similar to the other Buffer Yards set forth in the landscaping provisions of the *Chesapeake Zoning Ordinance*, Section 19-600 *et seq.* Existing trees in the reforestation zone shall be preserved to the greatest extent feasible. In any portions of this zone which are not wooded, or in which trees cannot be preserved, as determined by the City Arborist, "Large Trees" (as defined in the Chesapeake "Landscape Specifications Manual") shall be planted in a natural manner, at an average interval of 6 trees per 100 lineal feet. Several species shall be used, with the mix, lateral and longitudinal spacing, stagger, etc. to be varied so as to approximate natural conditions indigenous to the undisturbed, wooded areas in and around the PUD.
- c. An enhanced Street Buffer "F" shall be provided along all streets. Adjacent to public streets, the average width of the buffer shall be not less than 25 feet, and nowhere shall it be less than 15 feet. Not less than 7 feet of the buffer shall be unencumbered by any utility easement. Notwithstanding the foregoing, at minimum a 25 foot buffer shall be required along all public streets which are 80 feet or more in width. Adjacent to private drives, no enhancement shall be required to the Street Buffer "F" required by the landscape provisions of the *Chesapeake Zoning Ordinance*. The detailed design of these buffers shall be as set forth in the Detailed Standards promulgated by the ARC (see Section III.B above).
- d. Median trees shall be planted in all medians within public and private streets. Visibility triangles and clear zone requirements shall be considered when selecting the type, size and location of trees within the median. The detailed design of these plantings shall be as set forth in the Detailed Standards promulgated by the ARC (see Section III.B above).
- e. Except for entrances, driveways and utility lines to the site, existing trees located between the street and established building lines shall be protected and preserved to the greatest extent practical.
- f. At a minimum, all developments shall meet the City's Landscape Ordinance.
- g. Property lines that abut sensitive areas such as park land, open space and residential uses may require additional landscaping and screening structures, such as walls and berms, to provide a continuous and effective buffer between such uses. The detailed design of such additional measures shall be as set forth in the Detailed Standards promulgated by the ARC (see Section III.B above).
- h. Berms used in combination with landscaping should be considered for the screening of objectionable features and parking areas and to create visual interest. Berms shall be designed after considering the following:
 - (1) *The length, shape and height of berms should be varied so they appear natural rather than man-made. Breaks between berm should also be considered.*
 - (2) *Berms and landscaping materials should not be so high as to prevent visibility to the site.*
 - (3) *Berms should not be too steep as to create maintenance difficulties.*



4. Stormwater Management Ponds as Central Features and Roadway Buffers
- a. Stormwater retention and detention systems shall be designed as roadway buffer, open space, landscape amenity, or as naturalistic wildlife habitat areas. Vegetated swales shall be used to accommodate surface drainage where practical.
 - b. The design of the stormwater management system shall blend with the natural site features and become a design element of the overall development.
 - (1) *Riparian buffers shall be incorporated around all natural and manmade stormwater systems. Such buffers shall, as a minimum, be strips not less than 10' in width which are substantially flat (slope < 10%) and not used for building, parking or other active use.*
 - c. Where structural systems such as culverts are provided, City approved plant material shall be used to soften their appearance.
 - d. Stormwater ponds in the CC areas shall be owned and their banks and buffers maintained by a duly-established Homeowners Association; in other areas (RC and OB), by the owner of the overall parcel in which they lie and which they serve. Appropriate easements shall be provided to provide for City maintenance for stormwater purposes for those ponds which drain, in whole or in part, into public street/highway rights of way.
 - e. Proposed stormwater detention ponds one-quarter acre in size or larger, other than those stormwater facilities that are designed by the Developer and approved by the City specifically as naturalistic wildlife areas, should include operable fountain(s) that are of sufficient height to be visible from the right-of-way. The number and size of the fountains should be proportional to the size of the pond.
5. Site Design
- a. Except as provided in Section IV.B.6 below, buildings shall be generally oriented towards the front of the lot within a well- landscaped green area, while parking and loading areas are located to the rear of the site.
 - b. Buildings and parking areas shall be situated on the site to promote pedestrian movement from business to business instead of vehicular movement in the form of moving from one parking space to another to get from one business to another.
 - c. Site and building design shall be pedestrian in nature. Amenity features such as public plazas, staggered storefronts, fountains, circular passenger drop-off points and distinctive storefront architecture shall be included in the design. These requirements shall be applied in proportion to the nature of the commercial activity where they are applied. These provisions shall be applied so as to encourage pedestrian-friendly design and maximize walking from store to store, but shall not be applied in an absolute fashion in settings where the size or nature of the store or office, or of its customer/employee base, clearly indicates minimal potential for pedestrian activity.
 - d. Loading docks, truck parking, outside storage, cargo containers, trash collection, utility meters, HVAC equipment, trash collection, and other service functions shall be incorporated into the overall design and landscaping so that the visual and acoustical impacts of these functions are fully contained and out of view from adjacent properties and public streets. Attention shall not be attracted to these functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape.



- e. All outside storage areas shall be screened to 80% height coverage within three (3) years, of commencing storage operations, through the use of natural screening materials.
 - f. Utility lines shall be installed underground in accordance with the standards set forth in the *Chesapeake Subdivision Ordinance*. Public, private and franchise utility lines and , shall be installed according to standardized locations established and promulgated by the ARC, except in cases where the Departments of Public Works and Public Utilities find these standardized locations to be impracticable.
 - g. For retail establishments that are 50,000 square feet in size or greater, the development shall include central features and community spaces that are attractive and inviting to pedestrians. For this reason, each such retail establishment shall provide at least two of the following design features: patio/seating area, pedestrian plaza with benches, window shopping walkways, outdoor playground area, kiosk area, a fountain or water feature, clock tower or other deliberately shaped area and/or focal feature or amenity, that in the judgment of the ARC, enhances such community and public spaces.
6. Parking Areas
- a. Parking should, where and to the extent practical, be located to the rear of the site and the buildings located toward the front. Further, this parking shall be broken-up into modules separated by landscaping, pedestrian plazas or other aesthetic features. In OB areas, this provision shall be applied so as to optimize the appeal of the site from both interior streets and the 168 Bypass. In RC areas, it shall be applied to the extent practical to smaller premises. For larger retail establishments, it is recognized that good design for safety, security and convenient function require that the majority of parking be in proximity to the front, main entry to the premises.
 - b. Parking areas that are visible from the public street shall have a 2 to 3 foot high curvilinear berm planted with evergreen materials.
 - c. Landscaping for the parking areas shall be strategically located to provide visual relief, shading of the lot, green areas and screening while ensuring that line-of-sight is maintained, both at the time of planting and at plant maturity.
 - d. Shopping cart storage areas that are adjacent to the front of the building shall be well screened from public view by architectural features that match the building and or landscaping. Shopping cart collection corrals that are within the parking lot shall be adequately screened by landscaping or painted silver, dark green, brown or black to compliment the retail establishment.
 - e. Shared parking between lots is encouraged to the extent permitted under the *Chesapeake Zoning Ordinance*. Access between shared parking on separate lots shall be accomplished through the use of shared-access easements. Individual curb cuts for each parking area are discouraged. Internal circulation roads and drive aisles on a parcel shall be designed with stubs to adjoining undeveloped parcels that will provide for this future shared access.
 - f. Parking lots are equally pedestrian and vehicular areas, and separation of these uses leads to comfort and safety. Continuous internal pedestrian walkways, no less than 8 feet in width, shall be provided from the public sidewalk or right-of-way to the principal entrance of all principal buildings on the site. At a minimum, the walkways shall connect focal points of pedestrian activity such as, but not limited to, areas with



a central feature, street crossing, transit stops, building and store entry points, and shall include adjoining landscape areas containing trees, shrubs, benches, flower beds, ground covers and other materials for no less than 50 percent of its length. Exceptions may be approved by the ARC for warehousing and manufacturing parks.

- g. All internal pedestrian ways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, brick, or scored concrete to enhance pedestrian safety and comfort.
- h. Bike racks should be provided throughout the site and in close proximity to the main entrances of the retail establishments.
- i. Excessive parking shall be minimized through compliance with Section 13-2503 of the *Chesapeake Zoning Ordinance*.

7. Building Design

- a. Elements of building massing shall relate to the size and shape of buildings located on adjacent properties.
- b. The form of buildings shall reflect the history and character of the area in which they are located.
- c. The following architectural theme or styles shall be incorporated into the design of commercial buildings located within the Edinburgh PUD to the greatest extent possible:

(1) *Southern Colonial: Building materials shall be brick, stucco, wood shingle, wood clapboard or board and batten. Building elements shall include brick or stucco chimneys; brick, stucco or wooden arcades and colonnades; painted wood or painted metal posts, spindles, or balusters; stoops and exterior stairs; wooden decks, and canvas covered awnings and canopies. Roofs shall be gabled, hipped, or a combination with a slope that is proportional to the horizontal length of the building. Flat roofs are permitted on buildings if concealed from view by parapets or sloped roofs of the character described above. Dormers and other special rooftop elements are encouraged. Walls shall be brick, stucco or concrete. Fences shall be wood picket, wrought iron or painted metal.*

(2) *Southern Plantation or French Colonial: Building materials shall be primarily stucco, wood shingle, wood clapboard or board and batten. Building elements shall include painted wood or metal colonettes; painted wood or painted metal posts, spindles, or balusters; stucco or brick columns. Roofs shall be hipped with a slope that is proportional to the horizontal length of the building. Flat roofs are permitted on buildings if concealed from view by parapets or sloped roofs of the character described above. Cupolas, dormers and other special rooftop elements are encouraged. Walls shall be brick, stucco or concrete. Fences shall be wood split rail, wrought iron or painted metal*

- d. The side or rear of a building located adjacent to and visible from a public street shall be designed so as to possess as much detail as the primary façade oriented toward another public street. Visual interest shall be provided through window and door details, varied rooflines, consistent textures and color, and similar considerations.
- e. A variety of materials, colors and exterior treatments are encouraged. Materials used on structures shall be long-lasting, attractive and high quality. Building materials shall be brick, stucco, wood shingle, wood clapboard or board and batten. The ARC may approve alternative materials to the above listed preferred materials for warehousing and manufacturing buildings. Smooth-faced concrete block; smooth-



- faced tilt-up concrete panels, or pre-fabricated steel panels are examples of inappropriate materials
- f. Facade color shall be low reflectance, subtle, neutral or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors is discouraged. Brighter, trademark colors shall only be an accent.
 - g. Building elements shall include brick or stucco chimneys; brick, stucco or wooden arcades and colonnades; painted wood or painted metal posts, spindles, or balusters; stoops and exterior stairs; wooden decks, and canvas covered awnings and canopies.
 - h. Roofs shall be gabled, hipped, or a combination with a slope that is proportional to the horizontal length of the building. Flat roofs are permitted on buildings with roof areas greater than 12,000 square feet if concealed from view by sloped roofs of the character described above. Dormers and other special rooftop elements are encouraged.
 - i. Rooftop mechanical units, flues, and vents shall be organized and screened. The roofscape shall be an integral part of the design with respect to form, material and colors. Roofs shall provide visual interest and become positive additions to the City's skyline.
 - j. Lighting shall be designed as an integral part of the building's architecture to be as unobtrusive as possible. Floodlighting on the rear of buildings shall be designed and placed so that it does not direct or reflect any illumination on adjacent properties.
 - k. Walls shall be brick, stucco or concrete. Fences shall be wood picket, wrought iron or painted metal. Synthetic (plastic) fencing materials which are replicas of traditional materials may be used if approved by the ARC.
8. Additional Building Design Standards for Retail Establishments less than 50,000 square feet
- a. The street level façade of such stores shall be transparent (*i.e.*, consist of glass windows and doors) between the height of three feet and eight feet above the walkway grade for no less than 60 percent of the horizontal length of the building façade.
 - b. Windows shall be recessed and shall include visually prominent sills, shutters, or other forms of framing.
9. Additional Building Design Standards for Retail Establishments 50,000 square feet or greater
- a. Building facades visible from a public right-of-way and greater than 150 feet in length, measured horizontally, should incorporate wall plane projections or recesses having a depth of at least three (3) feet.
 - b. Ground floors that face public streets should have arcades, display windows, entry areas, awnings or other such features. Each principal building on a site should have clearly defined, highly visible customer entrances featuring canopies or porticos, roof overhangs, recesses or projections, arcades, raised cornice parapets over the door, peaked roof forms, arches or outdoor patios.
 - c. Variations in rooflines should be used to add interest to and reduce the massive scale of large buildings. The roofscape should be an integral part of the design with respect to form, material and colors. Acceptable roofing materials include wood, slate, terra cotta, standing seam metal or dimensional fiberglass shingle.



- d. No building exterior which would be visible to any property zoned or used for residential purposes or from a public streets should consist of architectural materials inferior in quality, appearance, or detail to any other exterior of the same building. Recommend finishes for rear elevations include stained split block to match color of front elevation or the same finish materials as provided on other elevations.
- e. All sides of a principal building that directly face an abutting street shall feature at least one customer entrance. Where the principal building directly faces more than two abutting streets, this requirement shall apply only to two sides of the building, including the side of the building facing the primary street and another side of the building facing a second street. From the standpoint of this guideline, the Chesapeake Expressway (Rte. 168 Bypass) street frontage shall not be considered as "street frontage".
- f. Entryway design elements and variations are encouraged. The following standards identify desirable entryway design features. Each principal building on a site shall have clearly defined, highly visible customer entrances featuring not less than three of the following: (i) canopies or porticos (ii) roof overhangs (iii) recesses or projections (iv) arcades (v) raised cornice parapets over the door (vi) peaked roof forms (vii) arches (viii) outdoor patios (ix) display windows (x) architectural details such as tile work and moldings which are integrated into the building structure and design, or (xi) integral planters or wing walls that incorporate landscaped areas and or places for sitting.
- g. To the extent the Design Standards or the Detailed Standards conflict with Section 13-2500 *et seq.* of the *Chesapeake Zoning Ordinance*, or the Design Guidelines adopted thereunder, the Design Standards and Detailed Standards shall control. However, administrative site plan review under Section 13-2504 of the *Chesapeake Zoning Ordinance* shall be contingent on substantial conformance with the requirements of Section 13-2500 and the Design Guidelines adopted thereunder.

10. Lighting

- a. Lighting shall conform to the Detailed Standards for lighting established by the ARC.
- b. Street and site lighting shall be decorative and blend with the architectural style of the development.
- c. Lighting shall provide adequate levels of illumination, while minimizing adverse impacts, such as glare and overhead sky glow.
- d. If decorative streetlights that are more expensive to maintain than City standard streetlights are proposed, provisions shall be made during preliminary site plan approval with the Director of Public Works for their maintenance.
- e. Site lighting should be designed as an integral part of the building's architecture to be as unobtrusive as possible. The height of the lighting should be proportional to the height of the principal building located on the site. In no case, shall the lighting exceed 35 feet in height. Varied lighting techniques, such as up-lighting of trees and walkway lighting should be employed to enhance the appearance of the site.
- f. Floodlighting on the rear of buildings should be designed and placed so that it does not direct or reflect any illumination on adjacent properties. Spillover lighting on adjacent property should be minimized. Full cutoff lighting or equivalent/improved technology should be provided on all exterior fixtures.



11. Signs

- a. Signs shall conform to the Detailed Standards for signs established by the ARC.
- b. Signs shall be designed using materials compatible with the architecture of the principal building.
- c. Freestanding signs shall be incorporated into the landscaping plan for the development.
- d. One sign identifying the major tenants of complexes greater than 50,000 square feet shall be installed.
- e. Tenants and out-parcel developments shall install only wall signs proportionately scaled to the building.
- f. Individual freestanding signs located along the roadway for each tenant and/or outparcel, if used, shall be of a consistent size, shape and border treatment in accordance with the Detail Standards adopted by the ARC.
- g. In the case of any conflict between the provisions of Section IV.B.11 or the Detailed Standards adopted by ARC and the provisions regarding signs (Section 14-700 et seq.) in the *Chesapeake Zoning Ordinance* ("the Sign Ordinance"), the Sign Ordinance shall govern.



Note: This "Section V" is a *verbatim* recitation of Section V of the Development Criteria. In case of any future action by Chesapeake City Council to amend the Development Criteria, all such portions recited herein shall be automatically amended accordingly.

Section V. Use and Development Standards, REGIONAL COMMERCIAL (RC) Land Use Category

1. Permitted Uses:
 - a. All those uses which are designated Permitted and Conditional in the B-2 General Business District and the O&I Office & Institutional District shall be Permitted or Conditional, respectively, in RC areas.
 - b. A use which is Permitted in B-2 but Conditional or Not Permitted in O&I shall be Permitted in RC areas.
2. Development Standards:
 - a. Except as provided herein, all development standards and other requirements for the B-2 District shall apply.
 - b. The maximum allowable building coverage shall be 25% of the gross lot area.
 - c. A minimum of 20% landscaped open space is required.
 - d. There shall be no single occupant freestanding retail establishments greater than 100,000 square feet with the exception of a hotel which may be freestanding and may be greater than 100,000 square feet unless it is on one parcel without other buildings.
 - e. There shall be no more than five (5) individual retail establishments (excluding hotels) with an area greater than 100,000 square feet within the limits of the entire Planned Unit Development; and those establishments will only be permitted within the areas designated as RC.
 - f. There shall be no more than two (2) individual retail establishments (excluding hotels) with an area greater than 100,000 square feet within the PUD north of Hillcrest Parkway; and those establishments will only be permitted within the areas designated as RC.
 - g. No subdivision plans or site plans shall be submitted to the City on any RC parcel north of the Hillcrest Parkway until at least One (1) year has passed from the date of City Council approval of the PUD amendments in EB(M)-03-01.
 - h. The provisions of Section IV.B, Design Standards, Non-Residential Areas and the Detailed Standards adopted by ARC per Section III.B above shall apply.
 - i. Where there are conflicts between the provisions in the *Zoning Ordinance* governing business districts and in the Design Standards and Detailed Standards, the Design Standards and Detailed Standards shall take precedence.



Note: This "Section VI" is a *verbatim* recitation of Section VI of the Development Criteria. In case of any future action by Chesapeake City Council to amend the Development Criteria, all such portions recited herein shall be automatically amended accordingly.

Section VI. Use and Development Standards, OFFICE/BUSINESS (OB) Land Use Category

1. Use and Permitted Uses:
 - a. All those uses which are designated Permitted and Conditional in the B-1 neighborhood Business District, the O&I Office & Institutional District and the M-1 Light Industrial District shall be permitted or Conditional, respectively, in OB areas.
 - b. A use which is permitted in any one of the B-1, O&I or M-1 Districts, but Conditional or Not Permitted in either or both of the others, shall be Permitted in OB areas.
 - c. The following uses, and any other uses which are, in the opinion of the Director of Planning, of similarly excessive intensity and/or objectionable nature, shall be Not Permitted, Section VI.1 and Section VI.1.b above notwithstanding:
 - (1) *Storage of shipping containers*
 - (2) *All uses whose SIC begins with 2 or 3, except 25, 27, 357, 36 and 38.*
 - (3) *Junk and salvage yards, including but not limited to SIC 5015, Wholesale Used Auto Parts.*
 - (4) *Correctional Institutions*
 - (5) *Wholesaling of Fuel Oil (SIC 598)*
 - (6) *Manufacture, wholesaling or storage of hazardous materials*
 - (7) *Wholesaling of Scrap or Waste Material (SIC 5093)*
2. Development Standards:
 - a. Except as provided herein, all development standards and other requirements for the O&I District shall apply.
 - b. The maximum allowable building coverage shall be 25% of the gross lot area.
 - c. A minimum of 20% landscaped open space is required.
 - d. The provisions of Section IV.B, Design Standards, Non-Residential Areas and the Detailed Standards adopted by ARC per Section III.B above shall apply.
 - e. Where there are conflicts between the provisions in the *Zoning Ordinance* governing O&I districts and in the Design Standards and Detailed Standards, the Design Standards and Detailed Standards shall take precedence.



Note: This "Section VII" is a *verbatim* recitation of Section VII of the Development Criteria. In case of any future action by Chesapeake City Council to amend the Development Criteria, all such portions recited herein shall be automatically amended accordingly.

Section VII. Development Standards, CONSERVATION and VILLAGE COMMUNITY (VC and CC) Land Use Category

1. CC Permitted Uses:
 - a. All those uses which are designated Permitted and Conditional in the R-10s and R-15s Residential District shall be permitted or Conditional, respectively, in VC and CC areas.
 - b. The Natural Conservation Area, along with associated trails, boardwalks, observation structures, exercise stations and other passive recreation facilities shall be permitted. Any such improvements shall be pre-approved by all state, local and federal agencies having jurisdiction over environmentally sensitive areas
 - c. If provided, active social and recreation facilities (clubhouse and related facilities, e.g., restaurant, pro shop) shall be permitted.
2. The cumulative number of lots platted shall not exceed 351 .
3. Development Standards:
 - a. Except for the stricter provisions set forth herein, all requirements for the R-10s or R-15s Residential District shall apply. Except as otherwise provided herein, all other provisions of the *Chesapeake Zoning Ordinance* shall also apply, including but not limited to those pertaining to definitions and methods of measuring and establishing yards.
 - b. No residential lot shall directly abut any existing residential lot across the external boundary of the PUD to the west. Only open space shall abut this boundary. In addition, along the western boundary of the PUD, from Hillcrest Parkway north to the northwestern corner of the PUD, a buffer of at least 100' in width shall be preserved. This buffer of existing trees shall be measured from the eastern edge of the drainage easement on the western property line starting at Hillcrest Parkway and continuing north to the last property fronting on Cobble Scott Way. No clearing of trees or grading shall occur within this buffer except that the Department of Public Works shall retain the right to clear and grade as necessary to maintain and improve drainage facilities located within the buffer. Except for the extension of Hillcrest Parkway, there shall be no access (pedestrian or vehicular, including golf carts) to or from Edinburgh from or to Caroon Farms or Sir Raleigh Estates.
 - c. The minimum total lot area shall be 22,500 square feet.
 - d. The minimum front yard should generally be 40 feet for CC lots. Greater or lesser front yard setbacks may be indicated on the subdivision plat or approved by ARC, but in no case shall any front yard be less than 30'. On corner lots, the provisions of Section 19-202.C.2 of the *Chesapeake Zoning Ordinance* may be applied, but in no case shall any front yard thus reduced be less than 25 feet.
 - e. The minimum CC lot width at the building setback line indicated on the plat generally shall be 150 feet, but in no case shall be less than 140 feet.



- f. The minimum side yard for principal buildings (dwellings) shall be 20 feet for CC lots. The 20% rule set forth in the *Zoning Ordinance* shall not apply unless approved by ARC.
- g. The minimum rear yard shall be 30 feet for CC lots.
- h. The minimum living area of each dwelling shall be 2,640 living square feet for VC (Village lots) and 2000 living square feet for Single Family (Cottage Lots) VC lots and 1650 living square feet for (Attached Unit) VC lots.
- i. Not less than 90% of the exterior wall finish materials of each dwelling shall be brick, stone. Cementitious siding ("Hardiplank," or similar material approved by the ARC) is required for not brick or stone surfaces. Other accent and trim materials shall be as set forth in the Detailed Standards developed and promulgated by the ARC.
- j. No dwelling or other structure shall be heated or cooled using a water-to-air heat pump, except that closed-loop systems not including a source well are acceptable. No dwelling or other structure shall have Solar Panels installed on any roof top. Rooftop mechanical units, flues, and vents shall be organized and screened. The roofscape shall be an integral part of the design with respect to form, material, and colors. Roofs shall provide visual interest and become positive additions to the City's skyline.
- k. Raised concrete slabs greater than 24 inches above grade may be approved for the main structure. Ancillary structures shall be at grade elevation, subject to ARC final approval.



Note: This "Section VIII" is a *verbatim* recitation of Section VIII of the Development Criteria. In case of any future action by Chesapeake City Council to amend the Development Criteria, all such portions recited herein shall be automatically amended accordingly.

Section VIII. Access Standards

Unless otherwise expressly set out in this section, all street improvements referenced below shall be designed and constructed by the Developer in accordance with the specifications and requirements imposed by the Department of Public Works. All costs of land acquisition, design and construction shall be the responsibility of the Developer, including without limitation, costs of curb, guttering, drainage improvements, permitting and wetlands mitigation. Unless otherwise expressly required herein, all determinations under the Criteria shall be made by the Department of Public Works. Improvements and standards shall include the following:

1. Careful attention shall be given to the design and configurations of street connections and commercial entrances for high volume and high-speed roadways.
 - a. Acceleration, deceleration, and turn lanes should be required in accordance with AASHTO recommendations and the Chesapeake Public Facilities Manual (PFM), as determined by the Public Works Department.
 - b. Entrances on intersecting roads within the Transportation Corridor Overlay District should be limited so as to meet desirable entrance and crossover spacing requirements for the future road configuration as required by the City's Public Facilities Manual. However, where insufficient distance exists between the two adjacent median breaks for the "desirable" spacing to be attained, median break spacing of not less than 500 feet shall be permitted to allow access essential to the function of the RC areas in locations approved by the Department of Public Works.
 - c. Only one single right-in, right-out entrance shall be allowed between any two adjacent median breaks; however, no such entrance shall be allowed where it would be closer than 300 feet from any median break. This and all such measurements of spacing in the Criteria shall be from center to center.
 - d. The number of entrances to property will be limited to the maximum extent practical as determined by the Director of Public Works in accordance with the Public Facilities Manual. Entrances onto Hillcrest Parkway shall only be as set forth in these Criteria.
 - e. To facilitate the establishment herein of access standards, certain points along major roads are indicated by capital letters on the Master Land Use Plan. In these Criteria, these points shall be referred to, for example, as Point B. The locations of these points are approximate and general in nature; the precise position of points of access shall be as approved by the Department of Public Works on final construction plans.
 - f. Parcels (whether separately subdivided or lease parcels) which are smaller than 1.5 acres should be served by internal access lanes and shall not enter directly onto Hillcrest Parkway or Edinburgh Parkway. Shared entrances will be required where land use and configuration permit as determined by the Department of Public Works.
 - g. Internal connectivity is strongly encouraged between adjacent parcels of similar use. No commercial entrances or road connections should be permitted within 300 feet (measured centerline to centerline) of any ramp of the Hillcrest Parkway Interchange (Points F and H).



- h. No entrance onto any of the following roads shall be permitted closer to any intersection than the following, measured from the point where the right of way lines would meet if projected to intersect with no fillet:

- (1) Hillcrest Parkway: 300 feet
- (2) Edinburgh Parkway: 300 feet
- (3) Battlefield Boulevard: 300 feet

- i. In applying the standards set forth in Section VIII.1 above, the following specific requirements shall be met unless alternate access locations are approved by the Department of Public Works:

- (1) *The 30-acre RC parcel in the southeast quadrant of the interchange shall have a single point of access at Point J (right and left turns) onto Hillcrest Parkway, and not more than two points of access onto Battlefield Boulevard Point L, (rights only); at Point M, (right and left turns), provided, however, that access at Points L and M shall be allowed only if they can be designed so that, as determined by the Department of Public Works, U-turn movements can be effectively discouraged. Right-turn lanes will be provided at all entrances. No additional through lanes will be required.*
- (2) *The 72-acre RC parcel in the southwest quadrant of the interchange shall have a single point of access on Hillcrest Parkway at Point E, if approval for same can be obtained from the Transportation Commission of the Commonwealth of Virginia (right turns in and out, and left turns in only). The westbound lanes of Hillcrest Parkway in this vicinity (Point F to Point C) shall be modified to provide for (a) a double left turn lane for turns at Point C onto Edinburgh Parkway southbound (b) a third through lane and (c) a separator to prevent traffic from the Expressway's southbound off-ramp from merging right onto Hillcrest Parkway westbound, then immediately left into this parcel, and (d) the dedication of sufficient additional right of way to accomplish these modifications. In addition, sufficient right of way shall be dedicated to enable construction of a future 3rd westbound through lane on Hillcrest Parkway between points C and F. The entrance at Point E shall be designed to allow for this future lane. Edinburgh Parkway in this vicinity shall be widened to 4 through lanes, with sufficient width at Point C to allow proper alignment with the through lanes north of Point C when double left turn lanes are provided for the southbound to eastbound movement. Right turn lanes shall be provided at all entrances. A point of access (left and right turns) shall be provided at Point P.*
- (3) *The remaining, 73-acre RC parcel in the northwest quadrant of the interchange shall have not more than three (3) median breaks (each with an entrance allowing lefts and rights) spaced not closer than 800' apart and generally at Points Q, R and S, each with not more than one rights-only entrance approximately halfway in between. Of these median breaks, only one may be signalized, and only if it is at least 1,200' from Point C. Edinburgh Parkway will be constructed as a 4-lane, divided facility on a 90' right of way, except at the intersection with Hillcrest Parkway, where it will widen to 110' to enable dual left turn lanes for the southbound-to-eastbound movement. This construction shall be required in conjunction with the earlier of (a) the development of this RC parcel or (b) the development of the portion of the CC area across from this RC parcel. A right turn lane shall be provided from Hillcrest Parkway onto Edinburgh Parkway. Bike lanes will be provided. Right turn lanes will be provided at all entrances. On Hillcrest Parkway, this parcel shall have only a single entrance, at Point D, which shall be right in only, if approval for same can be obtained from the Transportation Commission of the Commonwealth of Virginia. Because this parcel may generate high volumes of traffic turning from southbound Edinburgh Parkway onto eastbound Hillcrest Parkway, its development may generate the need for the 3rd eastbound lane mentioned in Section*

VIII.1.i(2) above. If the development of this parcel, or portion of it, causes, as determined by the Department of Public Works, the total eastbound volumes between points C and F to require a 3rd through lane to maintain a level of service D, the owner and/or developer of such parcel or portion shall be required to construct such lane. This determination of need shall include traffic generated by other parcels in the PUD along with the 20,000 vehicles per day of through traffic assumed for Hillcrest Parkway in the traffic analysis done for the design of the 168 Bypass, which analysis is on file with the Department of Public Works.

- (4) *The 31-acre OB parcel shall have not more than two points of access, generally at Points T and U. One shall be left and right turns, the other, if used, shall be right turns only. Edinburgh Parkway in this vicinity shall be constructed to the same standards set forth in Section VIII.1.i(3) above, including turn lanes and bike lanes. This construction shall be required in conjunction with the earlier of (a) the development of the OB parcel or (b) the development of the portion of the CC area across from the OB parcel.*
- (5) *The CC parcel south of Hillcrest Parkway shall have a single street connection onto Hillcrest Parkway, at Point B. A right-turn lane and a left turn lane shall be provided. Hillcrest Parkway shall be constructed as a 4-lane, divided facility on a right of way planned for 6 ultimate lanes, as provided for in Section IX.A below. Until this construction of the extension of Hillcrest Parkway is accomplished, a second access at Point N shall be provided, which shall include no break in the median of Edinburgh Parkway.*
- (6) *The CC parcel north of Hillcrest Parkway shall have a single street connection onto Hillcrest Parkway at Point B. A right-turn lane and a left turn lane shall be provided. Hillcrest Parkway shall be constructed as a 4-lane, divided facility on a right of way planned for 6 ultimate lanes.*

In addition, this northern portion of the CC parcel shall have entrances onto Edinburgh Parkway which meet the same standards set forth in Section VIII.1.i(3) and Section VIII.1.i(4)

- (7) *above for the RC and OB parcels across Edinburgh Parkway. In each case, each section of Edinburgh Parkway shall be constructed in conjunction with the development of the earlier of (a) the development of the CC parcel or (b) the development of the portion of the RC or OB parcel across from it.*
2. Internal circulation within developments should promote an environment that is safe and functional for both vehicular and pedestrian traffic.
 3. Bikeways and/or trails shall be provided on all portions of Edinburgh Parkway and Hillcrest Parkway to be constructed with the development of the Edinburgh PUD.



Section IX. Adoption and Modification Log
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The following is a cumulative log of the adoption and modification of these standards by the Edinburgh Architectural Review Committee.

A. Initial Years: ARC Membership is Private (November, 2001 -)

1. November 2, 2001: Initial ARC membership designated by R. G. M. Corporation as D. W. Fuller of R. G. M. Corp., engineer W. P. Burkheimer, Jr., and architect Howard L. Wright.
2. May 29, 2002: ARC adopts initial Detailed Standards, and forwards to Chesapeake Planning Department for review. These include
 - a. Roadway and Site Development Standards for Street Landscaping, and
 - b. Building and Structure Standards for Residences
3. December 16, 2003: After change of Developer from R. G. M. Corporation to Precon Development Corporation, Inc., and adoption on November 25, 2003 by Chesapeake City Council of revisions to the *Development Criteria*, the developer's president, W. Preston Fussell appointed Douglas W Fuller on the ARC.
4. March 30, 2004: ARC meets and approves modifications to the Detailed Standards solely to incorporate the changed provisions to the *Development Criteria*.
5. June 9, 2004: ARC meets and approved modifications to the Detailed Standards dealing with street trees. W. Preston Fussell appoints Doug Fuller to replace Robert G. Culpepper on the ARC.
6. September 30, 2004: Modified these standards with additional architectural details for commercial development.
7. December 21, 2004: ARC meets to adopt modifications to the Detail Standards, changing Section III.B, "Commercial Standards" (under "Section III-Building and Structure Standards") to reflect the modification to provisions in the *Development Criteria* regarding design standards for commercial buildings, as approved by City Council on November 16, 2004.
8. March 29, 2009: ARC meets and approves modifications to the Detailed Standards solely to incorporate raised slabs as an alternate to crawl space
9. May 15, 2012: ARC meets and approves modifications to accommodate the Apartments
10. January 21, 2020: ARC meets and approves modifications to accommodate the Village
11. September 22, 2020: ARC meets and approves modifications to accommodate the Edinburgh 55 and older Cottages



12. January 15, 2021: ARC meets and confirms that Solar Panels on residential roof tops do not conform to the Edinburgh Detailed Standards and therefore will not be allowed within the Edinburgh PUD if visible from a Public Right-of-Way.

B. ARC Membership Transferred to City of Chesapeake ()



EXHIBIT D

BY-LAWS
OF
THE COTTAGES AT EDINBURGH
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I - GENERAL PROVISIONS

- 1.1. **Identity-Purpose.** These are the Bylaws of The Cottages At Edinburgh Homeowners Association, Inc. (the "Association"). This Association has been organized for the purpose of administering the affairs of the Association.
- 1.2. **By-Laws Subject to Other Documents.** The provisions of these Bylaws are applicable to said Association and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, (referred to herein as the "Articles"), and the Declaration of Covenants, Conditions and Restrictions for The Cottages At Edinburgh Homeowners Association, Inc. (referred to herein as "Declaration") which will be recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, at the time said property is submitted.
- 1.3. **Applicability.** All Lot Owners, tenants and occupants, their agents, servants, invitees, licensees and employees and others that use the Property, or any part thereof, are subject to these Bylaws and the documents referred to in Article 1.2 hereof.
- 1.4. **Office.** The office of the Association shall be at the Property or such other place designated by the Board of Directors of the Association.
- 1.5. **Definitions.** All definitions set forth in the Declaration and Exhibits attached hereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE II - MEMBERSHIP; VOTING; PROXIES; RULES OF ORDER

- 2.1 **Qualification of Members, etc.** The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles and in these Bylaws.
- 2.2. **Corporate or Multiple Ownership of a Lot.** The vote of the owners of a Lot owned by more than one person or by a corporation, except Declarant, or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Lot, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed, the vote of such owners shall not be considered in determining a quorum or for any other purpose, unless a valid proxy is filed as provided below. In the absence of a certificate, in the event that any person appears at a meeting on behalf of a

corporation or multiple owners and such person is not challenged by any co-owner present or corporate officer, then such person may cast votes as the representative of such Lot at such meeting.

- 2.3. **Voting: Proxy.** Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, except as provided in Article 3.5 below, and must be filed with the Secretary before the appointed time of the meeting. Where a Lot is owned by more than one person or a corporation or other entity, the proxy must be signed by the "Voting Member", or by all the owners of such Lot, or the proper corporate officer. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the lot owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signatures of any of those executing the same has not been witnessed by a person who shall sign his full name and address. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person.
- 2.4. **Voting.** Each Owner, subject to the provisions of Article 2.2 hereof, shall be entitled to cast the number of votes allocated to his Lot. The vote of such Lot shall not be divisible.
- 2.5. **Majority.** Except where otherwise required by the provisions of the Articles, these Bylaws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

ARTICLE III - ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

- 3.1. **Annual Meeting.** The first annual meeting of the Members shall be held within one (1) year from the date of closing of the first Lot to a Public Purchaser within the Association and each subsequent regular annual meeting of the members shall be held during the same month each year thereafter.
- 3.2. **Special Meeting.** Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon any written request of the Members who are entitled to vote one-fourth (1/4) of all the votes outstanding.
- 3.3. **Notice of Meeting: Waiver.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting to each member, unless such notice is waived in writing. Such notice will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than twenty-one (21) days or more than sixty (60) days prior to the date set for a regular meeting. Such notice shall be given or mailed to each member not less than seven

(7) days or more than thirty (30) days prior to a special meeting. If hand-delivered, receipt of such notice shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association.

- 3.4. **Notice to Others.** The Declarant, for such time as it has not conveyed all of its interest in The Cottages At Edinburgh, (and Managing Agent, if any) shall be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf and such persons may act with the full authority and power of Declarant.
- 3.5. **Quorum and Adjournment of Meetings.** The presence at the meeting of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
- 3.6. **Chairman.** At meetings of membership, the President shall preside, or in his absence, the Board of Directors shall select a chairman.
- 3.7. **Order of Business.** The order of business at annual members' meetings, and, as far as practical, at any other members' meeting shall be:
 - 3.7.1. Calling of the roll and certifying of proxies;
 - 3.7.2. Proof of notice of meeting or waiver of notice, establishment of quorum;
 - 3.7.3. Reading of minutes;
 - 3.7.4. Reports of Officers;
 - 3.7.5. Reports of Committees;
 - 3.7.6. Election of Inspector of the Election (when so required);
 - 3.7.7. Election of Directors;
 - 3.7.8. Unfinished Business;
 - 3.7.9. New Business;
 - 3.7.10. Adjournment.

ARTICLE IV - BOARD OF DIRECTORS

- 4.1. **Management of Association.** The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as "Board") consisting of three persons during the period of Declarant control and not less than five or more than nine persons after the period of Declarant control.
- 4.2. **First Board.** The Board shall, during the period of Declarant's control, consist of three persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Declarant and they shall serve until replaced by the Declarant or until their successors are elected.
- 4.2.1. The Declarant shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Declarant and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Association.
- 4.2.2. "The period of Declarant's control" means the period ending on the earliest of (1) the date when the Declarant and its successors and assigns have sold and assigned three-fourths of the Lots to be developed from the acreage described on Exhibit A to a Public Purchaser , or (2) the date specified by the Declarant in a notice to each Lot Owner that the Declarant is relinquishing rights reserved by the Declarant. Notwithstanding the foregoing, the resignation of all of the members of the Board of Directors at a meeting of the Association shall end the period of Declarant's control.
- 4.3. **Election of Directors.** At the first annual meeting of the Members after transition from the Declarant Board, the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect the directors for a three (3) year term. The Board may vote to expand the Board to more than five members.
- 4.4. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting subject to procedural rules adopted by the Board. Such rules shall not be established so as to exclude any Member desiring to be a candidate or desiring to submit the name of a candidate from so doing. The Nominating Committee shall consist of a Chairman, who may be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members and shall serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its

discretion determine, but not less than the number of vacancies that are to be filled.

- 4.5. **Election.** Election to the Board of Directors shall be by secret ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
- 4.6. **Organizational Meeting.** The organization meeting of a newly elected Board shall be held within ten (10) days of their appointment, at such time and at such place as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.
- 4.7. **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of the time and purpose of regular meetings shall be given to each director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meeting shall be open to all Owners, and notice thereof shall be given by a newsletter or it shall be posted conspicuously on the Property at least three (3) days in advance, except in an emergency.
- 4.8. **Special Meetings.** Special meetings of the Board may be called by the President or any other two officers. Except in an emergency, the notice shall be given as provided in Article 4.7 above and shall state the time, place and purpose of the meeting.
- 4.9. **Waiver.** Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.
- 4.10. **Quorum.** A quorum at a directors' meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these Bylaws of the Declaration. If any directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the directors required to constitute a quorum for particular purposes have not attended, (wherever the later percentage of attendance may be required as set forth in the Articles, these Bylaws, or the Declaration) the directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a

director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for all purposes including determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting.

- 4.11. **Presiding Officer.** The presiding officer at directors' meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.
- 4.12. **Resignation and Removal.** A director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the association (excepting the first Board) or upon his default for thirty (30) days of any of the provisions of covenants of the Declaration and Exhibits attached thereto. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or remaining Member of the Board and shall serve for the unexpired term of his predecessor.
- 4.13. **Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.
- 4.14. **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.
- 4.15. **Powers and Duties.** The powers and duties of the Association may, subject to the limitations set forth herein and in the Act, be exercised by the Board in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:
- 4.15.1. To adopt the budget of the Association upon majority vote of the Directors.
- 4.15.2. To make, levy and collect assessments against members and members' Lots to defray the costs of the Common Expenses, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association.
- 4.15.3. To provide for the maintenance, repair, replacement, operation, improvement and management of the Association property wherever the same is required to be done and accomplished by the Association for the benefit of its members.

- 4.15.4. It is understood that the assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.
- 4.15.5. Upon consent of the membership to administer the reconstruction of improvements after casualty and the further improvements of the property, real and personal.
- 4.15.6. To adopt and amend administrative rules and regulations governing the details of the operation and use of the Common Areas, real and personal, in the Association, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached hereto.
- 4.15.7. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Lots in the Association on behalf of the Association, as may be necessary or convenient in the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.
- 4.15.8. To contract on behalf of the Association for the management of the Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit, to lease or concession such portion thereof and to ratify and confirm any existing leases or concessions of any part of the Property.
- 4.15.9. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Property.
- 4.15.10. To cause the Association to pay all taxes and assessments of any type which affect any part of the Property, other than Lots (unless owned by the Association) and the appurtenances thereto, and to assess the same against the members and their respective Lots.
- 4.15.11. To cause the Association to carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.

- 4.15.12. To cause the Association to pay all costs of power, water, sewer and other utility services rendered to the Association which is not the specific responsibility of the owners of the separate Lots.
- 4.15.13. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.
- 4.15.14. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Association, to grant exclusive licenses, easement, permits, leases, or privileges to any individual or entity, including Non Lot Owners, which affect Common Areas and to alter, add to, relocate or improve Common Areas.
- 4.16. **Authority of First Board.** The undertakings and contracts authorized by the First Board, including the first budget, shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.
- 4.17. **Committees.** The Board may delegate portions of its responsibilities to committees established for that purpose.
- 4.18. **Manner of Collection of Common Expenses.** The provisions of Article V of the Declaration setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE V - OFFICERS

- 5.1. **Generally.** The officers of the Association shall be a President, one or more Vice Presidents, a Treasurer, a Secretary, and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate to manage the affairs of the Association.
- 5.2. **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board.

- 5.3. **Vice President.** The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.
- 5.4. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and servicing of all notices to the members and Directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the nonfinancial records of the Association, and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the Directors of President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.
- 5.5. **Treasurer.** The Treasurer shall have custody of all of the funds, securities and evidence of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

ARTICLE VI - FISCAL MANAGEMENT: ASSESSMENTS: LIENS

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

- 6.1. **Manner and Notification.** The Board of Directors shall fix and determine the sums necessary to pay all the Common Area expenses, and other fees of the Association, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these Bylaws. The same shall be assessed against the owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first years (or prorata portion thereof) of the operation of the Property shall be as set forth in a projected budget established by the Declarant as the same may be amended by the Board from time to time.
- 6.2. **Payments of Assessments.** Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Owners in the proportions provided in the Declaration. Said assessments shall be payable, without notice, unless otherwise required by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL ENTITLE THE ASSOCIATION TO LEVY A LATE CHARGE AGAINST THE DEFAULTING LOT OWNER OF 10% OF THE AMOUNT OF SUCH ASSESSMENT, AND A LIKE AMOUNT EACH THIRTY DAYS THEREAFTER IF SUCH ASSESSMENT IS NOT PAID. THE PARTIES

AGREE THAT THE LATE CHARGE IS NOT A PENALTY BUT IS VALID LIQUIDATED DAMAGES.

- 6.3. **Proposed Budget.** A copy of the proposed one (1) year budget shall be mailed to owners not less than thirty (30) days prior to the Board of Directors meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose. Upon adoption, the budget shall be mailed to each owner within thirty days of the date of adoption.
- 6.4. **Depository: Withdrawals.** The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement.
- 6.5. **Records.** The Association shall maintain those records and make available written summaries thereof as required by the Property Owners Act and the Declaration. In addition, an audited financial statement shall be prepared annually and supplied to the membership prior to the adoption of the next ensuing year's budget.
- 6.6. **Fidelity Bonds: Proviso.** Fidelity bonds may be obtained by the Board for the Treasurer, Assistant Treasurer, if any, and all officers and employees of the Association handling or responsible for the Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.
- 6.7. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year.
- 6.8. **Acceleration of Payment of Installments of Assessments.** If an Owner shall be in default in the payment of an installment upon any assessment, the Board may in its sole discretion accelerate the remaining installments for the current fiscal period. Upon notice thereof to the Owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Owner.

- 6.9. **Default in Payment of any Assessment: Lien.** In the event of a default by an Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Act. A defaulting Lot Owner shall be liable for reasonable attorney's fees and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE VII - COMPLIANCE

- 7.1. **Violation by Member: Remedies.** In the event of a violation (other than the nonpayment of an assessment) by the Lot Owner of any of the provisions of the Declaration, these Bylaws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Owner as a specific item and shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common Expenses attributable to such Owner. In the event of a noncontinuing default making the notice period impractical, the Association may take such punitive action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments. The Association, through its Board of Directors, shall have the power to assess reasonable charges against any Lot Owner for any violation of the instruments or Rules and Regulations by the Owner, his family members, tenants, guests or other witness. Before any such charges may be assessed, the Owner shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or such other tribunal as may be designated by the Declaration, Bylaws or the Board of Directors. Notice of such hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Owner at the address or addresses required for notices meetings. The amount of any charges so assessed shall not exceed fifty dollars for a single offense or ten dollars per them for any offense of a continuing nature, and shall be treated as an assessment against such Owner's Lot.
- 7.2. **No Waiver.** The failure of the Association or of a Lot Owner to enforce any right, provisions, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Lot Owner to enforce such right, provision, covenant or condition in the future.

- 7.3. **Surviving Liability.** Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

ARTICLE VIII - LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair the Property, the Association shall not be liable for injury or damage caused by a latent condition in the property nor the injury or damage caused by the elements, or by other natural disaster.

ARTICLE IX - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these Bylaws, or with the Act.

ARTICLE X - AMENDMENTS TO BYLAWS

Amendments to Bylaws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

- 10.1. **Proposal.** Amendments to these Bylaws may be proposed by the Board acting upon vote of the majority of the Directors or by members of the Association having twenty-five percent (25%) of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.
- 10.2. **Call for Meeting.** Upon any amendment or amendments, these Bylaws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the membership is required as herein set forth.
- 10.3. **Vote Necessary: Recording.** In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 66 2/3% of the entire membership of the Board and by an affirmative vote of the members having 66 2/3% of the votes in the Association. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Clerk's Office of the Circuit Court of the City of

Chesapeake, Virginia, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and members.

- 10.4 **Corrective Amendments.** The Declarant, during the time the Declarant owns any Lots or Tracts, may make amendments to these Bylaws to correct omissions or errors which amendments shall not adversely modify substantial rights of any Lot owner without such Lot Owner's written consent or make any changes required by the Veteran's Administration, The Federal Housing Administration or other governmental or quasi-governmental agency in order to make the Lots eligible for mortgage loans under the programs of such agency.

ARTICLE XI - BYLAWS PERTAINING TO USE AND DECORUM

- 11.1. **Definition.** "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Lots and Use of Common Area.
- 11.2. **Scope: Remedy for Violation.** These Bylaws are reasonably calculated to promote the welfare of the Owners. The violation of such Bylaws shall bar any Owner or his family and invitees from the use of the Common Area, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these Bylaws.
- 11.3. **Rules and Regulations.** The Association may promulgate Rules and Regulations concerning the use of the Property and shall have the dignity of Bylaws.

ARTICLE XII - INDEMNIFICATION

- 12.1. **Officers and Directors.** The Association shall and does hereby indemnify and hold harmless every Director and every officer, including the first officers and Directors, his heirs, executors and administrators, against all loss cost and expenses reasonably incurred by him in connection with any action, suite or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.
- 12.2. **Insurance.** The Association may, if available, at the Association's expense, purchase Director's liability insurance and shall cause the Directors, from to time serving, to be named insured.

ARTICLE XIII - OWNERS RESPONSIBILITY CONCERNING LIENS AND TAXES

- 13.1. **Liens and Taxes.** All liens against a Lot, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All special assessments upon a Lot shall be

paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these Bylaws, whichever is sooner.

ARTICLE XIV - CONFLICT

14.1 In the event of any conflict between the Bylaws contained herein, or from time to time amended or adopted, and the Declaration, the Declaration shall prevail.

Dated this 27 day of December, 2022.

**THE COTTAGES AT EDINBURGH
HOMEOWNERS ASSOCIATION, INC.,**
a Virginia corporation

By: [Signature]
Douglas W. Fuller, President

COMMONWEALTH OF VIRGINIA:
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Douglas W. Fuller, President of The Cottages At Edinburgh Homeowners Association, Inc., a Virginia corporation, whose name as such is signed to the foregoing writing, has acknowledged the same before me this 27th day of December, 2022.

Brian C Robertson
NOTARY PUBLIC
REG. # 7208059
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES February 29 2024

[Signature]
Notary Public

My Commission Expires 2/29/24
Notary Registration Number: 7208059
H:\HRS\ASSOCIATIONS\COTTAGES AT EDINBURGH\BYLAWS.doc

SCHEDULE 1

<u>LOT NUMBER</u>	<u>Address</u>	<u>LOT NUMBER</u>	<u>Address</u>
1	300 Lomond Loop	24	301 Lomond Loop
2	304 Lomond Loop	25	305 Lomond Loop
3	308 Lomond Loop	26	309 Lomond Loop
4	312 Lomond Loop	27	1505 Caden Lane
5	316 Lomond Loop	28	1509 Caden Lane
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20	380 Lomond Loop	43	359 Lomond Loop
21	384 Lomond Loop		Openspace A
22	388 Lomond Loop		Openspace B
23	392 Lomond Loop		Openspace C
			Alley

INSTRUMENT # 220037270
 RECORDED CHESAPEAKE CIRCUIT COURT CLERK'S OFFICE
 Dec 28, 2022 AT 02:46 pm
 ALAN P. KRASNOFF, CLERK by GJB

BOOK 10628 PAGE 0127 - 00259

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
(THE COTTAGES AT EDINBURGH)**

THIS FIRST AMENDMENT is made and entered into this 18th day of May, 2023, by **PRECON DEVELOPMENT CORPORATION, INC.**, a Virginia corporation, and **JINGER LAND, LLC**, a Virginia limited liability company, hereinafter, (collectively the “Declarant” or “Declarants”), Grantor.

WITNESSETH:

RECITALS:

1. WHEREAS, Declarants by Declaration of Covenants, Conditions, Restrictions and Easements (The Cottages of Edinburgh) dated December 27th, 2022, created a common interest community known as The Cottages at Edinburgh (the “the Homeowners Association”), said Declaration of Covenants, Conditions, Restrictions and Easements (The Cottages of Edinburgh) being duly recorded in the Clerk’s Office of the Circuit Court of the City of Chesapeake, in Deed Book 10628, at Page 127 (the “Declaration”).

2. WHEREAS, it is now the desire of the Declarants to amend the Covenants and Restrictions as set forth in the Declaration and is authorized to do so by the Code of Virginia §55.1-1879.

3. WHEREAS, there are no owners of units other than the Declarants.

M/P #: Out of Parcel #0730000000653

Lots and Addresses: See Attached Schedule I

Prepared by and return to: Howard R. Sykes, Jr., Esq. (VSB#15539)
Sykes, Bourdon, Ahern & Levy, P.C.
4429 Bonney Rd., Suite 500
Virginia Beach, VA 23462-3876

NOW THEREFORE THIS AMENDMENT:

The Declarant does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements (The Cottages of Edinburgh) as follows:

1. Article V Assessments and Right of Association to Borrow, Section 5.15 in the original Declaration of Covenants, Conditions, Restrictions and Easements (The Cottages of Edinburgh) is hereby deleted in its entirety and replaced with the following:

- a. Section 5.15. Working Capital Contribution. With respect to each Lot, commencing with the settlement on the conveyance of a Lot to the first Public Purchaser of such Lot, there shall be collected from each Public Purchaser of a Lot (or the Seller to such Public Purchaser if the contract between the Seller and Public Purchaser so provides) a Working Capital Contribution of Five Hundred Eighty-Five and 00/100 Dollars (\$585.00). Such Working Capital Contribution shall be dedicated to working capital, as opposed to long term capital improvements. The Working Capital Contribution shall be deemed and treated as part of the Annual Assessment for the purposes of this Article and these covenants.

2. Article IX General Covenants and Restrictions, Section 9.01(B) in the original Declaration of Covenants, Conditions, Restrictions and Easements (The Cottages of Edinburgh) is hereby deleted in its entirety and replaced with the following:

- a. B. Outbuildings; Sheds. No Outbuildings, Sheds or similar accessory structures shall be allowed on any Lot.

3. Article IX General Covenants and Restrictions, Section 9.01(D) in the original

Declaration of Covenants, Conditions, Restrictions and Easements (The Cottages of Edinburgh) is hereby deleted in its entirety and replaced with the following:

- a. D. Lot Maintenance. It is the responsibility of the Association to maintain the landscaping over each Owners' lot including grass cutting, irrigation, hedge trimming and mulching. It is the responsibility of each Owner to prevent any unclean, unsightly, or unkempt conditions on such Owner's Lot which shall tend to substantially decrease the beauty of the neighborhood area and the Property.

4. Article IX General Covenants and Restrictions, Section 9.01(FF) in the original Declaration of Covenants, Conditions, Restrictions and Easements (The Cottages of Edinburgh) is hereby deleted in its entirety and replaced with the following:

- a. Lakes and Water Bodies. There shall be no swimming, use of personal flotation devices, or boating in any lakes or ponds located within the Property. Fishing is allowed by the Owner and residents of The Cottages at Edinburgh. This paragraph shall not apply to prohibit any use by Developer specifically authorized under this Declaration. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other water bodies within the Property.

5. Article IX General Covenants and Restrictions, Section 9.01 in the original Declaration of Covenants, Conditions, Restrictions and Easements (The Cottages of Edinburgh) is hereby amended with the following provision:

- a. QQ. Street Parking. Street parking on the property over twenty-four (24) hours shall be prohibited.

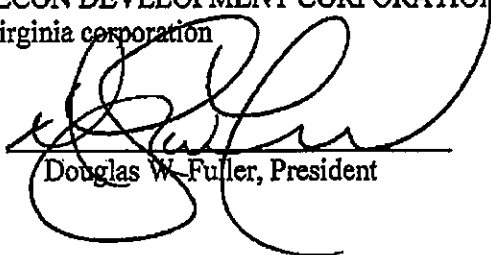
6. The Declarants do ratify and confirm all the other terms, covenants and conditions of the Covenants, Conditions, Restrictions and Easements (The Cottages of Edinburgh) , recorded in the Circuit Court of the City of Chesapeake, Virginia in Deed Book 10628, at Page 127.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 18th
day of May, 2023.

Brian C Robertson
NOTARY PUBLIC
REG. #7208059
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES February 29, 2024

DECLARANTS:
PRECON DEVELOPMENT CORPORATION, INC.
a Virginia corporation

By: 
Douglas W. Fuller, President

STATE OF VIRGINIA;
CITY OF VIRGINIA BEACH, to-wit:

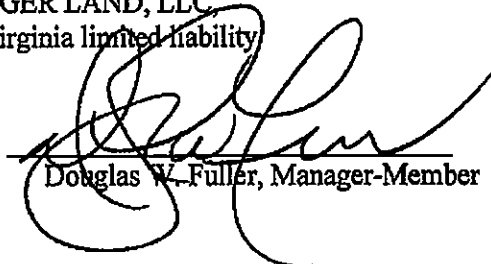
The foregoing instrument was acknowledged before me this 18th day of May, 2023, by Douglas W. Fuller, President of Precon Development, Inc., a Virginia corporation, on behalf of the Corporation.


Notary Public

My commission expires: 2/29/24
Notary Registration Number: 7208059

Brian C Robertson
NOTARY PUBLIC
REG. #7208059
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES February 29, 2024

JINGER LAND, LLC
a Virginia limited liability

By: 
Douglas W. Fuller, Manager-Member

STATE OF VIRGINIA;
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 18th day of May, 2023, by Douglas W. Fuller, Manager-Member of Jinger Land, LLC., a Virginia limited liability company, on behalf of the Corporation.


Notary Public

My commission expires: 2/29/24
Notary Registration Number: 7208059

SCHEDULE 1

<u>LOT NUMBER</u>	<u>Address</u>	<u>LOT NUMBER</u>	<u>Address</u>
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21	384 Lomond Loop		Openspace A
22	388 Lomond Loop		Openspace B
23	392 Lomond Loop		Openspace C
			Alley

INSTRUMENT # 230010316
E-RECORDED IN THE CLERK'S OFFICE OF
CHESAPEAKE ON
MAY 19, 2023 AT 02:26PM

ALAN P. KRASNOFF, CLERK
RECORDED BY: GJB

GENERAL NOTES:
1. IN ACCORDANCE WITH THE CHESAPEAKE SUBDIVISION ORDINANCE, MARKERS, DENOTED "M" HEREON, SHALL BE STEEL PINS...

2. THE PROPERTY ENCOMPASSED BY THIS PLAT FALLS WITHIN FLOOD ZONE X, AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR THE CITY OF CHESAPEAKE, VIRGINIA COMMUNITY MAP #10004 0055 D AND LAST DATED DECEMBER 18, 2014.

3. THIS SUBDIVISION IS LOCATED IN AN AGRICULTURAL DISTRICT ON AREA AND MAY BE SUBJECT TO USES, DUST, ODOOR, CHEMICAL SPRAYING, AND THE USE AS THE RESULT OF THE PLANTING OF CROPS AND LIVESTOCK ON NEARBY PROPERTY.

4. ALL ALLEYS USE OF PRIVATE INGRESS/EGRESS EASEMENTS AND 20' PRIVATE DRAINAGE EASEMENTS FOR THE BENEFIT OF THE ADJACENT PROPERTY OWNERS.

5. THIS SITE IS SERVED BY CITY WATER AND SEWER PUBLIC WATER AND SEWER LINES EXIST IN EDINBURGH PARKWAY. DEVELOPMENT OF PARCELS SHOWN HEREON WILL REQUIRE THE PROPERTY OWNER (DEVELOPER) TO INSTALL ANY WATER SERVICE AND SEWER LATERAL FOR THEIR PROPOSED LAND USE, WHICH MAY INCLUDE UPGRADE OF EXISTING PUBLIC UTILITIES.

6. DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF CHESAPEAKE GRANTING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN DRAINAGE DITCH OR STRUCTURE UPON AND ACROSS THE LAND AND THE PROPERTY OF THE GRANTEE AND INCLUDING THE RIGHT OF INGRESS TO SAID DRAINAGE DITCH OR STRUCTURE AND TO LEAVE AND TO REPAIR AND MAINTAIN SAID DRAINAGE DITCH OR STRUCTURE AND TO ALLOW THE SAID DRAINAGE DITCH OR STRUCTURE TO ADJACENT THERE TO THAT MAY IN ANY WAY ENHANCE OR INTERFERE WITH THE PROPER USE OF THE SAID AREA.

7. "LAW ACCESS EASEMENTS" SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF CHESAPEAKE GRANTING THE RIGHT TO ACCESS DRAINAGE FACILITIES FOR MAINTENANCE AND OTHER PUBLIC HEALTH AND SAFETY PURPOSES, NO PHYSICAL OBSTRUCTIONS INCLUDING, BUT NOT LIMITED TO, FENCES, SHEDS, LANDSCAPING, TREES, ETC., WILL BE PLACED WITHIN THE EASEMENT AT ANY TIME. THE PROPERTY OWNER AGREES THAT IN THE EVENT THE CITY DETERMINES IT IS NECESSARY TO REMOVE ANY OBSTRUCTIONS, THE PROPERTY OWNER WILL PROMPTLY PAY THE CITY ALL COSTS ASSOCIATED WITH THE REMOVAL OF THE OBSTRUCTIONS. THE PROPERTY OWNER ALSO AGREES TO PRESERVE ALL SIGNAGE MARKING THE ACCESS EASEMENT.

8. CLUSTER MAILBOX UNITS (CMU) WILL BE PROVIDED FOR THIS RESIDENTIAL SUBDIVISION. CLUSTER MAILBOX EASEMENTS SHOWN HEREON ARE FOR THE PURPOSE OF PROVIDING ACCESS FOR RESIDENTS AND THE UNITED STATES POSTAL SERVICE TO THE CLUSTER MAILBOX UNITS. MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, HOME OWNERS ASSOCIATION (HOA), PROPERTY OWNERS ASSOCIATION OR EQUIVALENT, IF APPLICABLE. THE CITY OF CHESAPEAKE ACCEPTS NO MAINTENANCE RESPONSIBILITY FOR THE EASEMENT, THE CLUSTER MAILBOX UNITS OR THE CONCRETE SLAB AROUND THE CLUSTER MAILBOX UNIT.

9. PRIVATE DRAINAGE EASEMENTS SHOWN HEREON ARE FOR THE PURPOSE OF CONVERTING STORM WATER DRAINAGE FROM UPRSTREAM AND ADJACENT LOTS. MAINTENANCE SHALL BE THE RESPONSIBILITY OF ADJACENT PROPERTY OWNERS UNLESS THE CITY EXPRESSLY ACCEPTS THE EASEMENT FOR PUBLIC USE.

10. THE OPEN SPACE PARCELS AND PRIVATE ALLEYS SHALL BE MAINTAINED BY COTTAGES AT EDINBURGH HOMEOWNERS ASSOCIATION (DESCRIBED IN DEED BOOK 181, PAGE 52) UNDER THE TERMS, CONDITIONS AND RESTRICTIONS OF COTTAGES AT EDINBURGH HOMEOWNERS ASSOCIATION, INC. (RECORDED IN THE CLERKS OFFICE OF THE CITY OF CHESAPEAKE, VIRGINIA IN DEED BOOK 181, PAGE 52) THROUGHOUT THE ENTIRE TERM OF SAID DEED BOOK 181, PAGE 52.

11. TO ENSURE ADEQUATE SIGHT VISIBILITY, THERE SHALL BE NO OBSTRUCTION (I.E. SHRUBS, FENCES, VEGETATION, SIGNS, ETC.) WITHIN THE VISIBILITY EASEMENT IN EXCESS OF 2.5 FEET ABOVE THE CURB LINE ELEVATION.

Table with 4 columns: LOT, AREA TABLE (SQ. FT., ACRES), LOT, AREA TABLE (SQ. FT., ACRES). Rows 1-15 detailing lot areas and acreages.

Summary table with 2 columns: TOTAL AREA OF LOTS, SQ. FT., ACRES. Rows for OPENSOURCE A, B, C, ALLEY, and TOTAL AREA ENCOMPASSED BY THIS PLAT.

RIGHT-OF-WAY HEREBY DEDICATED TO THE CITY OF CHESAPEAKE
TOTAL AREA ENCOMPASSED BY THIS PLAT
DEV. SUB. 2022-054

I (WE) HEREBY CERTIFY THAT I (WE) AM (ARE) THE OWNER(S) OF THE PROPERTY DEPICTED ON THIS PLAT. THE PLATTING OR DEDICATION OF THE FOLLOWING PROPERTY SHOWN ON THIS PLAT IS WITH THE FREE CONSENT AND IN THE PRESENCE OF ALL THE TRUSTEES, IF ANY, I (WE) HEREBY ESTABLISH UNDESIGNED OWNERS, BOUNDARIES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, EASEMENTS, OPEN SPACES AND OTHER AREAS AND FACILITIES TO THE PUBLIC OR PRIVATE USE AS INDICATED ON THE PLAT. I (WE) FURTHER CERTIFY THAT ANY ENVIRONMENTAL PERMITS, APPROVALS OR CORRECTIVE ACTION REQUIRED BY STATE, FEDERAL OR LOCAL LAW SHALL BE OBTAINED IN A TIMELY MANNER.

I (WE) CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF GRADING OR OTHER ON-SITE ACTIVITIES.

JINGER LAND, LLC, A VIRGINIA LIMITED LIABILITY COMPANY
BY: [Signature] DATE: 11-2-2022
BOB FULLER, MANAGER

CONSENTED TO: BLUE RIDGE BANK
BY: [Signature] DATE: Nov. 2, 2022
NAME: LACEY EDWARD RUTGIER, JR., TRUSTEE

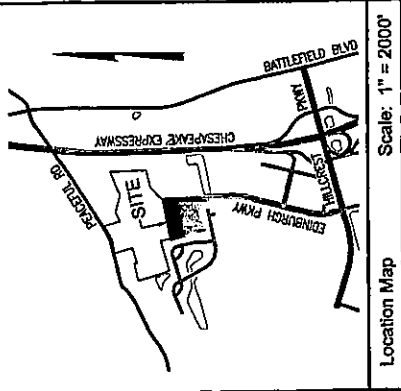
STATE OF VIRGINIA
CITY OF VINTAGE
I, [Signature], A NOTARY PUBLIC, IN AND FOR THE CITY AND STATE OF VIRGINIA, DO HEREBY CERTIFY THAT DOUG FULLER, MANAGER OF JINGER LAND, LLC, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING, BEARING DATE ON THE 2nd DAY OF NOVEMBER, 2022 HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID.

GIVEN UNDER MY HAND THIS 2nd DAY OF NOVEMBER, 2022.
NOTARY PUBLIC
[Signature]
REGISTRATION NUMBER: 7208059

STATE OF VIRGINIA
CITY OF VINTAGE
I, [Signature], A NOTARY PUBLIC, IN AND FOR THE CITY AND STATE OF VIRGINIA, DO HEREBY CERTIFY THAT LACEY EDWARD RUTGIER, JR., TRUSTEE FOR BLUE RIDGE BANK, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING, BEARING DATE ON THE 2nd DAY OF NOVEMBER, 2022 HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID.

GIVEN UNDER MY HAND THIS 2nd DAY OF NOVEMBER, 2022.
NOTARY PUBLIC
[Signature]
REGISTRATION NUMBER: 7208059

WE HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CHESAPEAKE. THE UNDERSIGNED DO NOT CERTIFY AS TO THE CORRECTNESS OF THE BOUNDARIES, STREETS OR OTHER LINES SHOWN ON THIS PLAT.
DIRECTOR OF DEVELOPMENT AND PERMITS
[Signature] DATE: 11/23/2022
DIRECTOR OF PLANNING
[Signature] DATE: 11/23/2022



Location Map Scale: 1" = 2000'

SOURCE OF TITLE AND LAST PLACE OF RECORD DEED BOOK 8607, AT PAGE 1689 RECORDED IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF CHESAPEAKE, VIRGINIA.

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD, THAT THE SOURCE OF TITLE IS CORRECT AND THAT THE MONUMENTS SHALL BE PLACED AS SHOWN HEREON IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY SUBDIVISION ORDINANCE.

EDWARD F. RUDIGER, JR.
LAND SURVEYOR
LICENSE No. 4688
rudiger@american-es.com

DATE: Nov 1, 2022

VIRGINIA:
IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF CHESAPEAKE, VIRGINIA ON THE DAY OF 2022, THIS PLAT WAS RECEIVED AND ADMITTED TO RECORD IN PLAT BOOK AT PAGE CLERK

TESTE:
INSTRUMENT # 22020054
RECORDED CHESAPEAKE CIRCUIT COURT CLERKS OFFICE
Nov 01, 2022 AT 10:26 AM BY CLERK



SUBDIVISION PLAT OF THE COTTAGES AT EDINBURGH

PLEASANT GROVE BOROUGH - CHESAPEAKE, VIRGINIA

AMERICAN Engineering logo and contact information: American Engineering Associates - Southeast, P.A. Inc., 830 Greenbrier, Chesapeake, VA 23320.



**SUBDIVISION PLAT
OF
THE COTTAGES
AT EDINBURGH**

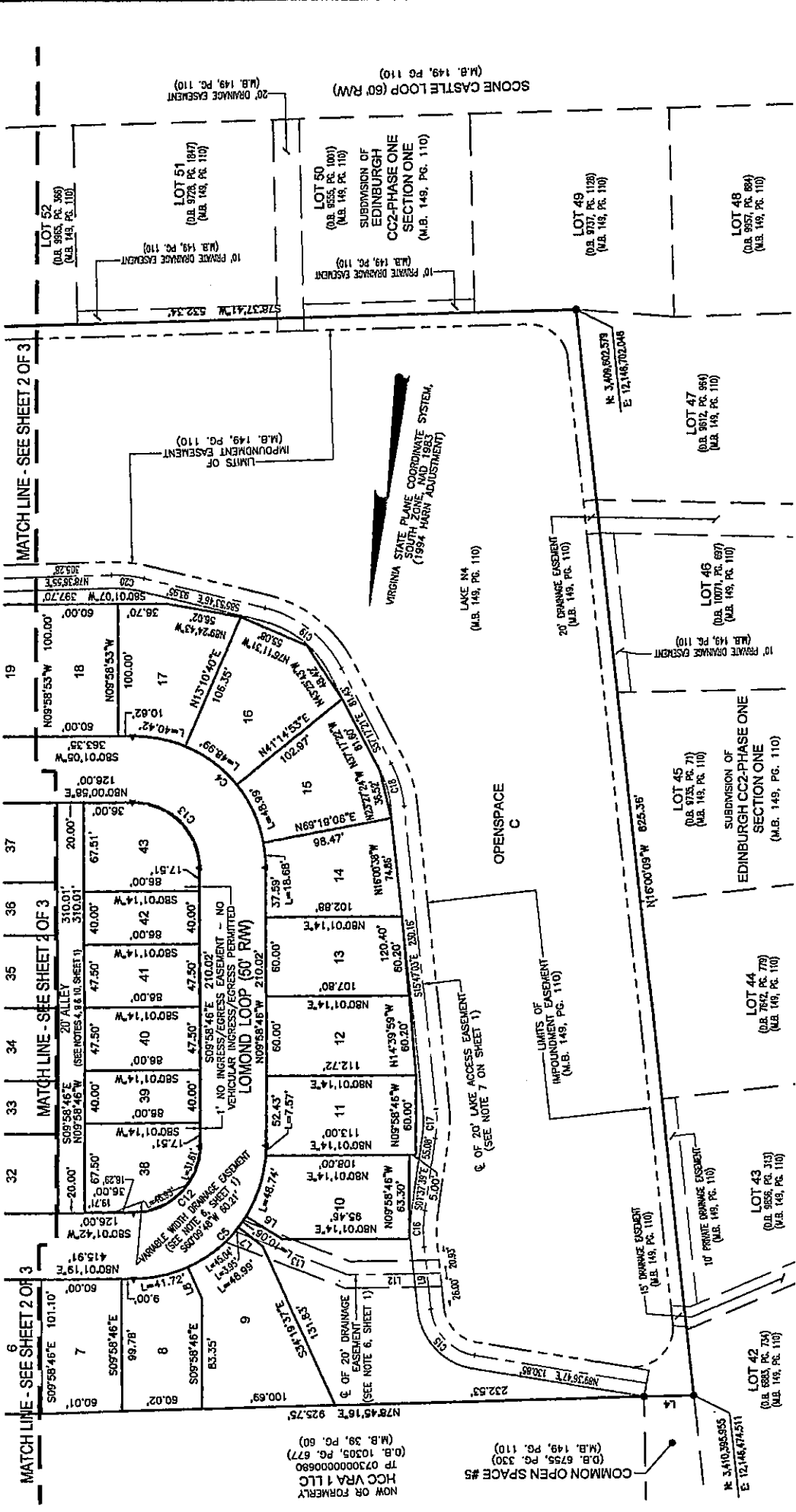
PLEASANT GROVE BOROUGH - CHESAPEAKE, VIRGINIA

Date	Scale	Sheet
05/24/2022	1"=50'	150

AMERICAN Engineering
 American Engineering Associates - Southeast, P.A. Inc.
 800 Greenbrier Circle, Suite 110
 Chesapeake, VA 23320
 https://american-ee.com
 757-468-6800
 info@american-ee.com

Project: Drawing: Checked By: EFR-Jr. EFR-Jr. 1/20/2020
 File Name: 04/03/2019

AC # 212011 01
 SHEET 3 OF 3



LINE	BEARING	DISTANCE	CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
L4	N78°45'16"E	37.67'	C4	90°00'11"	100.00'	157.09'	141.43'	100.01'	N5°45'52"W
L6	S87°42'54"E	32.75'	C5	90°00'11"	100.00'	157.09'	141.43'	100.01'	N35°01'20"E
L7	S61°56'59"E	23.54'	C12	90°00'11"	50.00'	78.54'	70.71'	50.00'	S35°01'20"W
L8	S61°56'59"E	23.54'	C13	90°00'11"	50.00'	78.54'	70.71'	50.00'	S5°45'52"E
L9	S33°52'41"E	25.87'	C15	74°22'56"	40.00'	51.93'	48.36'	30.35'	S53°11'45"E
L12	N15°00'17"E	46.83'	C16	14°24'20"	109.95'	27.65'	27.58'	13.90'	S08°48'45"E
L19	N79°20'28"E	69.74'	C17	14°09'24"	80.00'	22.24'	22.16'	11.18'	S08°42'21"E
L13	S78°34'14"E	91.28'	C18	27°30'18"	90.00'	33.78'	33.58'	17.09'	S26°32'12"E
			C19	48°36'25"	90.00'	76.35'	74.08'	40.64'	S61°35'34"E
			C20	15°29'18"	90.00'	24.33'	24.25'	12.24'	N85°21'34"E

LEGEND
 ○ PIN FOUND
 △ PIN FOUND IN CONCRETE
 ● PIN SET

MATCH LINE - SEE SHEET 2 OF 3
 MATCH LINE - SEE SHEET 4 OF 3
 MATCH LINE - SEE SHEET 2 OF 3
 MATCH LINE - SEE SHEET 2 OF 3
 MATCH LINE - SEE SHEET 2 OF 3

**ARTICLES OF INCORPORATION
OF
THE COTTAGES AT EDINBURGH HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of the Virginia Non-Stock Corporation Act, the undersigned have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify;

**ARTICLE I
NAME**

The name of the corporation is THE COTTAGES AT EDINBURGH HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of the Association is located at 1401 Precon Drive, Chesapeake, Virginia 23320. It shall not be necessary to amend these Articles when such principal office changes.

**ARTICLE III
REGISTERED AGENT**

The post office address of the initial registered office is 4429 Bonney Rd., Suite 500, Virginia Beach, Virginia 23462. The name of the city in which the initial registered office is located is Virginia Beach. The name of the initial registered agent is Howard R. Sykes, Jr., who is a resident of Virginia and a member of the Virginia State Bar, and whose business address is the same as the initial registered office of the Association.

**ARTICLE IV
DEFINITIONS**

Section 1. "Common Area" shall mean all real property granted to the Association for the common use and enjoyment of the owners.

Section 2. "Declarant" shall mean and refer to Jinger Land LLC, its successors and assigns.

Section 3. "General Plan of Development" shall mean that plan encompassing the area of the intended community of The Cottages At Edinburgh in the City of Chesapeake, Virginia, to be set aside for single family residential homes, which plan sets forth the general uses of the land including types of dwellings, general locations of dwellings, number of dwelling units, open space areas and any and all such other uses as the Declarant may determine in such plan as ultimately may be approved by the City of Chesapeake, Virginia, and the Veterans Administration ("VA"), together with any and all Declarations which may be recorded by Declarant, as said Declarations may be amended from time to time relating to all or part of The Cottages At Edinburgh.

Section 4. "The Cottages At Edinburgh" shall mean all real property located in the City of Chesapeake, State of Virginia, which becomes subject to the Declaration hereinbefore mentioned, together with such other real property as may from time to time be annexed thereto.

Section 5. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 6. "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within the area of The Cottages At Edinburgh .

Section 7. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include one who has merely contracted to purchase any property or a lessee or tenant of any property. The term "Owner" shall not include a Developer, who for this Declaration shall be defined as a builder, contractor, investor or other person or entity who purchases a Lot in The Cottages At Edinburgh for the purpose of resale thereof to a Public Purchaser, or for the purpose of constructing improvements thereon for resale to a Public Purchaser. For the purposes of

Article IV of the Declaration only, unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot.

Section 8. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 9. "Public Purchaser" shall mean any person or other legal entity who becomes an Owner of any Lot within The Cottages At Edinburgh.

Section 10. "Declarations" shall mean any declarations of covenants, conditions and restrictions which may be recorded by Declarant, relating to all or part of The Cottages At Edinburgh, whether such document is referred to as a declaration, amendment, or supplement.

Section 11. "VA" shall mean the Veterans Administration.

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance, and preservation of the individual properties and Common Areas within the community known or intended to be named "The Cottages At Edinburgh" in the City of Chesapeake, Virginia, that is developed and used for residential purposes and associated recreational facilities and open space; and to promote the health, safety and welfare of the residents within the said property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) Exercise all of the powers and privileges granted by law to non-stock, not-for-profit corporations;

(b) Fix, levy, collect and enforce payment by any lawful means the charges assessed to the members; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or

governmental charges levied or imposed against the property or Common Areas of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property, provided that such merger, consolidation or annexation shall not be effective unless it shall have been agreed to by more than two-thirds (2/3) of each class of members.

(g) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the properties and recorded or to be recorded in the Office of the Clerk of the Circuit Court of the City of Chesapeake, Virginia and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

ARTICLE VI MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by Covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII
VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the developer of the The Cottage At Edinburgh properties, hereinafter called the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When more than one person holds an interest in any Lot, and such persons be unable to agree on how their vote is to be cast, then such vote shall not be counted.

Class B. The Class B member(s) shall be the Declarant, its successors and assigns, and shall be entitled to nine (9) votes for each Lot owned and nine (9) votes for each Lot possible to be created on the Additional Area. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) the date on which Declarant ceases to own any of the Properties and the Additional Area, or (b) the date on which Declarant executes and records in the Clerk's Office an amendment to the Declaration terminating the Class B membership.

Upon the conversion of Class B to Class A membership, no action may be taken by the Association which would serve to impede the installation of facilities substantially represented in plans of public record particularly as they may have been required and/or approved by public agencies except with the assent of such principal parties including the Declarant, the City of Chesapeake, Virginia, the Veterans Administration and others as may have been party to a common understanding of the development commitments. In the event of such conversion, the Association may not in any manner impede the implementation of the master plan nor exercise control over proposed changes in the master plan nor in any other way interfere with the development activities of Declarant. These same provisions as set forth in this paragraph apply

fully to any and all such development activities including construction of residential properties and common area facilities as generally set forth in the General Plan of Development.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of three classes and the initial Board of Directors shall be composed of the following three (3) members:

1. Douglas W. Fuller
1401 Precon Drive
Chesapeake, VA 23320
2. Tara T. Preston
1401 Precon Drive
Chesapeake, VA 23320
3. Brian Robertson
1401 Precon Drive
Chesapeake, VA 23320

The directors need not be members of the Association and need not be residents of Virginia, except that Directors shall be elected from the membership after the period of Declarant control. The number of directors may be set and changed by amendment of the Bylaws of the Association.

At the first annual meeting after the end of the period of Declarant control the members shall elect one class of directors for a term of one (1) year, one class of directors for a term of two (2) years, and one class of directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect successor directors for terms of three (3) years. At the first annual meeting after the end of the period of Declarant control the minimum number of directors shall be three (3) and the maximum shall be nine (9).

ARTICLE IX
DISSOLUTION

The Association may be dissolved with the assent of more than two-thirds (2/3) of each class of members. Except as provided by law, upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate governmental body or agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

ARTICLE X
DURATION

The corporation shall exist perpetually.

ARTICLE XI
AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of each class of members.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Virginia, the undersigned, being the incorporators of this Association, have executed these Articles of Incorporation on this 17th day of May, 23.



Incorporator

FIRST VIOLATION NOTICE

_____, 20__

Dear _____,

It has come to the attention of the homeowners association that a violation of our bylaws has occurred. This letter is the first formal notice of the violation.

Violation described

Please note that (rule number) of the HOA bylaws states, "Rule quoted". If the offending vehicle is removed according to the rule within 24 hours, no fine will occur.

However, if it remains in its current place, the HOA will follow this letter with an official notice that includes a \$_____ fine as stated in the bylaws.

We believe that our residents are good neighbors who do not knowingly violate HOA bylaws. In that spirit we wish to encourage compliance, not to punish violators or generate revenue.

Thank you for understanding how adhering to these rules makes our neighborhood a more beautiful and pleasant place for us all to live.

Please do not hesitate to contact me if you have any questions or concerns about this matter.

Warmly,

HOA President

SECOND VIOLATION NOTICE

_____, 20__

Dear _____,

We are following up regarding a communication delivered to you last week. As you may already know, it has come to the attention of the homeowners association that a violation of our bylaws has occurred. This letter is the second formal notice of the violation.

To review: Violation described

You may remember that (rule number) of the HOA bylaws states, "Rule Quoted". Since the offending vehicle has not yet been removed, we must inform you that you have been fined \$_____.

The fine should be paid either online at our website (put website address here) or via check to the HOA President.

We know that our residents are good neighbors who usually do not knowingly violate HOA bylaws. In that spirit we wish to encourage compliance, not to punish violators or generate revenue.

Thank you for understanding how adhering to these rules makes our neighborhood a more beautiful and pleasant place for us all to live.

Please do not hesitate to contact me if you have any questions or concerns about this matter.

Warmly,

HOA President

FINAL VIOLATION NOTICE

_____, 20__

Dear _____,

This letter follows two previous communications regarding a repeated violation of the HOA's bylaws. As you already know, it came to the attention of the homeowners association that a violation occurred several weeks ago. This letter is the final notice of the violation.

As you have already been informed - Violation described

(Rule number) of the HOA bylaws states, "Rule Quoted". Since the offending vehicle still has not been removed, your fine has increased to \$_____ and a formal meeting of the HOA will take place on _____, 20__ at _____ .m. at _____ to discuss further action that may be taken.

If you wish to dispute the fine or violation you must be present at this meeting. Additionally, the fine must be paid either online at our website (put website address here) or via check to the HOA President prior to the meeting.

We know that our residents are good neighbors who usually do not knowingly violate HOA bylaws. In that spirit we wish to encourage compliance, not to punish violators or generate revenue.

Thank you for understanding how adhering to these rules makes our neighborhood a more beautiful and pleasant place for us all to live.

Please do not hesitate to contact me if you have any questions or concerns about this matter.

Warmly,

HOA President

Commonwealth of Virginia
Common Interest Community Board
Department of Professional and Occupational Regulation



Post Office Box 29570
Richmond, Virginia 23242-0570
(804) 367-8510
cic@dpvr.virginia.gov
www.dpor.virginia.gov

Common Interest Community Board
PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany disclosure packets issued pursuant to § 55.1-1809 of the *Code of Virginia*.

The lot being purchased is in a development subject to the Property Owners' Association Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a lot within a community governed by a common interest community association, membership in the property owners' association ("association") is mandatory and automatic. The Act specifies the contents of the **disclosure packet**, and fees that may be charged for preparation and distribution of the disclosure packet.

In addition to information provided in the disclosure packet, the following are important considerations when purchasing a lot in a community governed by an association.

Assessments

Each owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the lots, reserves for future expenditures, the maintenance, repair, and replacement of the common area, including for the construction or maintenance of stormwater management facilities, insurance, administrative expenses, and other costs and expenses established in the governing documents. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien, filing a lawsuit and obtaining

judgment against the lot owner, foreclosing on the lot to enforce the lien, and other actions permitted by the governing documents and the Act.

Declaration and Other Governing Documents

Governing documents typically include a declaration, plats, articles of incorporation, bylaws, rules and regulations, and architectural standards or guidelines ("governing documents"). The governing documents, association policies, and other information contained in the disclosure packet describe the basis for living in a community governed by a common interest community association. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the governing documents, and association policies.

Owners have the responsibility, among other things, to comply with the restrictive covenants and association policies that outline what owners may and may not do on lots and common area. Use of common area, financial obligations of owners and other rights, responsibilities and benefits associated with ownership in a common interest community are subject to the provisions of governing documents and association policies. Some decisions are made by the association board of directors, while other decisions are reserved to a vote of association members. Failure to comply with the governing documents and association policies may result in monetary penalties, a lien against the lot, suspension of certain privileges, and legal action against the lot owner.

Limitations

The governing documents and association policies may establish limitations affecting use of individual lots and the common area. While the limitations applicable to each association may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The governing documents and association policies may establish:

- Limitations on an owner's ability to rent the lot.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets on a lot or in common areas.
- Limitations on operation of a business within a dwelling unit on a lot.
- Architectural restrictions applicable to an owner's lot.
- The period or length of time that the declarant (developer) may control membership on the board, make decisions on behalf of the association, and therefore operate the association. This period is often

referred to as the *declarant control period*. At the conclusion of the declarant control period, control of the association is transferred to the members.

This list does not represent all limitations that may affect lots within the common interest community.

Important Notice for Purchasers

The contract to purchase a lot within a community governed by a common interest community association is a legally binding document. The purchaser may have the right to cancel the contract after receiving the disclosure packet.

Information provided in this form is a summary of select matters to consider when purchasing a lot in a community governed by a common interest community association but should not be relied upon exclusively to understand the character and nature of the community and association.

The purchaser is responsible for examining the information contained in and provided with the disclosure packet. The purchaser shall carefully review the entire disclosure packet. The purchaser may request an update of the disclosure packet.

The contents of the disclosure packet control to the extent that there are any inconsistencies between this form and the disclosure packet.

The Disclosure Packet must include the following:

- 1 Association name, and if incorporated, the state of incorporation and the name and address of its registered agent in Virginia;
- 2 A statement of any expenditures of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
- 3 A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account;
- 4 A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;
- 5 The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- 6 A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
- 7 A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- 8 A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- 9 A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are or are not in violation of any of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;

- 10 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- 11 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- 12 A statement setting forth any restrictions as to the size, place, duration, or manner of placement or display of political signs by a lot owner on his lot.
- 13 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- 14 The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- 15 Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- 16 The notice given to the lot owner by the association of any current or pending rule or architectural violation;
- 17 A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350;
- 18 Certification that the association has filed with the Common Interest Community Board the annual report required by § 55.1-1835, which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing;
- 19 A statement indicating any known project approvals currently in effect by secondary mortgage market agencies; and
- 20 The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.

**THE COTTAGES AT EDINBURGH
HOMEOWNERS ASSOCIATION, INC.**
Association Complaint Procedure

WHEREAS The Cottages at Edinburgh Homeowners Association, Inc. ("Association") is a common interest community subject to regulation by the Virginia Common Interest Community Board ("CICB"); and

WHEREAS common interest communities are required by CICB regulations to establish rules for receiving and considering complaints from members and other citizens concerning the action, inaction or decision of the governing board, managing agent or association inconsistent with applicable laws and regulations; and

WHEREAS the Association desires to implement a Complaint Procedure in accordance with regulations adopted by the CICB;

NOW, THEREFORE, it is hereby resolved by the Association, acting through its Board of Directors ("Board"), that the following Complaint Procedure is adopted.

A. APPLICABILITY OF COMPLAINT PROCEDURE:

The Complaint Procedure described in this Resolution applies when a homeowner, resident or citizen alleges that an action, inaction or decision of the Association, the Board or a managing agent is in conflict with laws or regulations governing common interest communities, such as the Virginia Property Owners' Association Act, or interpretations of such laws or regulations by the CICB. This procedure does not apply to other disputes with the Association, with the Board, or with the Cottages at Edinburgh homeowners or residents. For example, it does not apply to disputes regarding property maintenance, architectural guidelines, traffic or parking violations by residents or nonresidents, trash collection, unneighborliness by residents, etc., unless the complaining party alleges that the Association, the Board or a managing agent has violated, or is violating, applicable laws or regulations.

B. TIMING OF COMPLAINT PROCEDURE

This Complaint Procedure shall not be used until any and all applicable avenues for internal review have been exhausted, including, if applicable, raising the issue for consideration at a regularly scheduled meeting of the Board of Directors and/or by utilizing the procedures as set forth herein. After the conclusion of such procedures, if a member of the Association or other citizen believes that the decision made by the Association is inconsistent with applicable laws or regulations, then such person may register a Complaint with the Association under this Complaint Procedure.

3. The notice of final determination shall be date as of the date of issuance and shall, where applicable, include citations to applicable Association governing documents, laws or regulations that led to the final determination, as well as the CICB registration number of the Association.

F. NOTICE OF FINAL ADVERSE DECISION TO COMMON INTEREST COMMUNITY BOARD

The complainant shall have the right to file a “Notice of Final Adverse Decision” with the CICB. A copy of a form for this purpose is attached hereto as Exhibit B. Additionally, attached as Exhibit C is a form entitled “Request for Waiver of Filing Fee.”

G. ASSOCIATION RECORDS

1. A record of each Complaint shall be maintained by the Association for no less than one year after the Association acts on the Complaint.

2. This Association Complaint Procedure shall be included as an attachment to the Association disclosure packet for new homeowners and shall be readily available upon request to all members of the Association and citizens.

Duly adopted by the Board of Directors this _____ day of _____, 2023, by the Board of Directors.

_____, Chairman

ATTEST:

_____, Secretary



Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233-1485
cicombudsman@dpor.virginia.gov
www.dpor.virginia.gov
PHONE (804) 367-2941
VA RELAY 7-1-1
FAX (844) 246-2334

EXHIBIT B

WAIVER OF FILING FEE REQUEST FORM

In accordance with § 54.1-2354.4(B) of the Code of Virginia, the Common Interest Community Board (Board) may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the complainant.

A completed Waiver of Filing Fee Request Form, along with supporting documentation that provides proof of income, must be submitted with the Notice of Final Adverse Decision form. If a waiver is requested, the Common Interest Community Ombudsman will not review the Notice of Final Adverse Decision form until the waiver has been granted or the complainant has submitted a filing fee of \$25.

Documentation that provides proof of income may include the following:

- Recent tax return form;
- W-2 Form; or
- Letter from an employer, welfare officer, case worker, or Social Security Administration office indicating annual income. Such letter must be on agency/company letterhead and must include the verifier's signature and contact phone number for verification purposes.

It is the policy of the Board that the U.S. Department of Health & Human Services (HHS) Poverty Guidelines will be used by the Board to establish the threshold for whether a filing fee will be waived or refunded as a result of financial hardship. The Poverty Guidelines for the most recent or current, whichever is applicable, calendar year will be used. The HHS Poverty Guidelines can be found at <https://www.aspe.hhs.gov/>.

The Board has authorized Department staff to review filing fee waiver requests on behalf of the Board, and to approve a waiver or refund of the filing fee if proof of income submitted is at or below the then-current HHS Poverty Guidelines. Staff may request additional information as needed in order to ensure compliance with this policy. Should staff be unable to satisfactorily affirm that the proof of income submitted complies with this policy, the request for waiver or refund will not be approved. The individual requesting a waiver or refund, or staff, may request that the Board consider the request for waiver or refund in the event that the supporting documentation is not sufficient or a determination cannot be reasonably made based on the information submitted.

If a waiver is requested, the Common Interest Community Ombudsman will not review the Notice of Final Adverse Decision until the waiver has been granted or the complainant has submitted a filing fee of \$25.

Please submit a completed Waiver of Filing Fee Request Form along with the completed Notice of Final Adverse Decision to:

Department of Professional and Occupational Regulation
Office of the Common Interest Community Ombudsman
9960 Mayland Drive, Suite 400
Richmond, VA 23233-1485



Department of Professional and Occupational Regulation

Office Use Only
<input type="checkbox"/> Approved by CIC Board
<input type="checkbox"/> Not Approved by CIC
Date _____

Department of Professional and Occupational Regulation
 9960 Mayland Drive, Suite 400
 Richmond, VA 23233-1485
cicombudsman@dpor.virginia.gov
www.dpor.virginia.gov

**Office of the Common Interest Community Ombudsman
 WAIVER OF FILING FEE REQUEST FORM**

NOTE: *The Department cannot guarantee anonymity. By law, all requests for a waiver of filing fees received by the Department are subject to public disclosure once a case is closed.*

SECTION I - REQUESTER INFORMATION

Name of Requester _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Email _____

SECTION II - REASON FOR REQUEST

Please use this area to provide an explanation why paying the \$25 filing fee would cause you undue financial hardship:

SECTION III - SUPPORTING DOCUMENTS

To process this request, supporting documentation is needed to show proof of income. Which of the following documents are included with this request? (A minimum of one of the following is required.)

- Recent Tax Return Form, Letter from an employer, welfare officer, case worker, or Social Security Administration office indicating annual income. Such letter must be on agency/company letterhead and must include the verifier's signature and contact phone number for verification purposes.
- W-2 Form;

SECTION IV - SIGNATURE

I understand the Notice of Final Adverse Decision will not be complete until I have submitted all required documents and the filing fee. The Request for Waiver of Filing Fee may be submitted in lieu of the filing fee, but this will delay review of my Notice of Final Adverse Decision and there is no guarantee that I will be granted the waiver.

Signature _____ Date _____



Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233-1485
cicombudsman@dpor.virginia.gov
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PHONE (804) 367-2941
VA RELAY 7-1-1
FAX (844) 246-2334

EXHIBIT C

NOTICE OF FINAL ADVERSE DECISION

A complainant may give notice to the Common Interest Community Board, via the Common Interest Community Ombudsman, of any final adverse decision issued by a common interest community and resulting from an association complaint process.

As defined in 18 VAC 48-70-10, a final adverse decision means the final determination issued by an association pursuant to an association complaint procedure that is opposite of, or does not provide for, either wholly or in part, the cure or corrective action sought by the complainant. Such decision means all avenues for internal appeal under the association complaint procedure have been exhausted.

Any Notice of Final Adverse Decision must be received by this office within **30 DAYS** of the date of the final adverse decision. Notices of Final Adverse Decision must be complete at the time of filing. It is the responsibility of the individual filing the Notice of Final Adverse Decision to ensure that it is complete.

A complete Notice of Final Adverse Decision consists of:

- a copy of the association complaint;
- a copy of the final adverse decision;
- a reference to the laws and regulations the final adverse decision may have violated;
- any supporting documentation related to the final adverse decision;
- a copy of the association complaint procedure; and
- a filing fee or a request for waiver of filing fee.

Anonymous Notices of Final Adverse Decision will NOT be accepted.

FEE FOR FILING A NOTICE OF FINAL ADVERSE DECISION

Complainant must submit a \$25 filing fee with the Notice of Final Adverse Decision. The Notice of Final Adverse Decision will not be considered complete until the filing fee has been received by the Department of Professional and Occupational Regulation. The Office of the Common Interest Community Ombudsman will not begin reviewing the Notice of Final Adverse Decision until the Notice of Final Adverse Decision is complete and the filing fee has been received (or a waiver has been granted).

WAIVER OF FILING FEE

The Common Interest Community Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the complainant. A Waiver of Filing Fee Request Form must be completed and submitted with the Notice of Final Adverse Decision in order for a waiver to be considered. The Waiver of Filing Fee Request Form can be obtained online at <https://www.dpor.virginia.gov/CIC-Ombudsman>. If a waiver is requested, the Common Interest Community Ombudsman will not review the Notice of Final Adverse Decision until the waiver has been granted or a filing fee of \$25 has been submitted by the Complainant.

The Notice of Final Adverse Decision should consist of only the documents required, as listed above. The original association complaint submitted to an association should not be amended nor should additional information be added. Additional information provided with the Notice of Final Adverse Decision that was not included in the original association complaint submitted through an association complaint procedure will not be considered.

WHAT HAPPENS WHEN YOU FILE A NOTICE OF FINAL ADVERSE DECISION?

When a complete Notice of Final Adverse Decision (NFAD) has been received in the required timeframe, the Office of the Common Interest Community Ombudsman will review the NFAD, and if the final decision from the association is in conflict with the laws or regulations governing common interest communities, the Common Interest Community Ombudsman may provide the complainant and the association with information concerning such laws or regulations. The Office of the Common Interest Community Ombudsman may request additional information from the association, if needed, prior to finalizing a determination.

The determination of whether the final adverse decision may be in conflict with Virginia laws or regulations governing common interest communities shall be a matter within the sole discretion of the Common Interest Community Ombudsman whose decision is final and not subject to further review. This determination shall not be binding upon the complainant or the association.

NOTICE OF FINAL ADVERSE DECISION FORM INSTRUCTIONS

1. Completely fill out all items on the NFAD form;
2. Include a copy of each of the following:
 - ✓ the association complaint that is the basis for the NFAD;
 - ✓ the final adverse decision received from the association;
 - ✓ any supporting documentation related to the final adverse decision; and
 - ✓ a copy of the association complaint procedure
3. Include a check in the amount of \$25 made payable to the Treasurer of Virginia;
4. If a waiver of the filing fee is requested, include the Waiver of Filing Fee Request Form;
5. Sign and date the NFAD form at the bottom of the page.
6. Submit the completed Notice of Final Adverse Decision to:

Department of Professional & Occupational Regulation
Office of the Common Interest Community Ombudsman
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233-1485

NOTE: By law, all Notices of Final Adverse Decision and any accompanying documents received by the Department of Professional and Occupational Regulation are subject to public disclosure once a case is closed.

Processing of the Notice of Final Adverse Decision will be conducted in a timely manner. It is the responsibility of the individual submitting the Notice of Final Adverse Decision to ensure that it is complete. The 30-day deadline for submitting a Notice of Final Adverse Decision cannot be extended under any circumstance. If the Notice of Final Adverse Decision is submitted and found to be incomplete, no review will be made and it will be returned to the complainant if the deadline for submission has passed. If time remains in the filing deadline, the complainant may be notified of any missing documents and can submit those documents if done so within the deadline for submission. The Office of the Common Interest Community Ombudsman cannot guarantee immediate review of a NFAD.



Department of Professional and Occupational Regulation
 Department of Professional and Occupational Regulation
 9960 Mayland Drive, Suite 400
 Richmond, VA 23233-1485
 cicombudsman@dpor.virginia.gov
 www.dpor.virginia.gov

Office Use Only
<input type="checkbox"/> \$25 Received
Staff Initials _____

Office of the Common Interest Community Ombudsman
NOTICE OF FINAL ADVERSE DECISION
Fee \$25.00*

NOTE: Anonymous Notices of Final Adverse Decision cannot be accepted. By law, all Notices of Final Adverse Decision and any accompanying documents received by the Department of Professional and Occupational Regulation are subject to public disclosure

SECTION I - REQUIRED INFORMATION

COMPLAINANT INFORMATION

Name _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Email Address _____

City/County _____

Date of Final Adverse Decision _____

ASSOCIATION INFORMATION

Association Name _____

Contact Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Email Address _____

Management Company* _____
 * if applicable

SECTION II - SIGNATURE

I understand that this Notice of Final Adverse Decision will not be complete until I have submitted all required documents and the filing fee. A Request for Waiver of Filing Fee may be submitted in lieu of the filing fee, but this will delay review of my Notice of Final Adverse Decision, and there is no guarantee that I will be granted the waiver.

Signature _____ Date _____

* A Complainant must submit a \$25 filing fee or a completed Waiver of Filing Fee Request Form.