

AT A REGULAR MEETING OF THE DEVELOPMENT REVIEW COMMITTEE OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD IN THE CONFERENCE ROOM, BUILDING E, AT 4:00 P.M. ON THE 26TH DAY OF APRIL, TWO THOUSAND.

1. ROLL CALL

Mr. John Hagee, Chairman
Mr. Martin Garrett
Mr. Joe Poole
Ms. Peggy Wildman

ALSO PRESENT

Mr. Paul D. Holt, III, Senior Planner

2. MINUTES

Upon unanimous vote, the minutes of the March 1, 2000, March 29, 2000, and April 23, 2000, meetings were approved.

3. Case No. SP-46-00. Design Masters

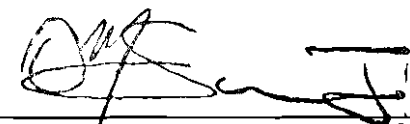
Mr. Holt presented the staff report, described the proposed project, described the products that are manufactured by Design Masters, and stated that staff recommended preliminary approval. Mr. Charles Records of AES informed staff and the DRC of a proposed change to the plans that would incorporate a landscape island into the rear loading area of the project. With no further discussion, the DRC unanimously recommended preliminary approval.

4. Adjournment

There being no further business, the April 26, 2000, Development Review Committee meeting adjourned at approximately 4:15 p.m.



John Hagee, Chairman



O. Marvin Sowers, Jr., Secretary

Subdivision 34-00

The Pointe at Jamestown, Phase 2

Staff Report for May 31, 2000 Development Review Committee Meeting

SUMMARY FACTS

Applicant: Dawn Lemon - DJG, Inc.

Land Owner: Henry Stephens (A & W, LLC)

Proposed Use: 93 lot subdivision

Location: approximately 1200' from the intersection of Jamestown Road (Route 31) and 4-H Club Road (Route 680); Berkeley District

Tax Map/Parcels: (46-1)(1-3)

Primary Service Area: Inside

Parcel Size: 43.9 acres

Existing Zoning: R-2, General Residential

Comprehensive Plan: Low Density Residential

Proposed Access: off of Sir Thomas Way

Road Improvements: 50' public streets within the proposed subdivision

Reason for DRC Review: Section 19-23 of the Subdivision Ordinance specifies that the Development Review Committee review major subdivisions with greater than 50 lots.

Staff Contact: Christopher M. Johnson Phone: 253-6685

STAFF RECOMMENDATION

Staff recommends the DRC recommend preliminary subdivision approval subject to the resubmittal of plans which adequately address the attached agency comments.

Attachments: Location Map, Agency Comments

S-34-00. The Pointe at Jamestown, Phase 2
Additional Agency Comments

Planning

1. Please provide evidence that the applicable proffer requirements as outlined on Sheet 1 have been met.
2. A check for a year's streetlight rental, payable to James City County, shall be required prior to final subdivision approval. Please submit to Joan Etchberger in the Environmental Division (Phone 253-6670).
3. A Subdivision Agreement, with surety, shall be secured prior to final subdivision approval. Please submit to Joan Etchberger in the Environmental Division (Phone 253-6670).
4. Please place a note on the plat stating, "Unless otherwise noted, all drainage easements designated on this plat shall remain private."
5. In accordance with Section 24-35 (a)(4) of the Zoning Ordinance, a sidewalk must be provided along one block on at least one side of roads intended to serve more than 500 vehicle trips per day. Staff suggests that the applicant provide a 4' concrete sidewalk along the front of lots 106-108 on Mainland Farm Loop and from the corner of lot 106 to the corner of lot 123. This pedestrian connection would create a logical connection for most of the residents to access Common Area "A" and connect to the existing sidewalk along Sir Thomas Way.
6. Please provide access with frontage to a public street for Common Area "B." Staff suggests providing this access along the western side of lot 166 and retaining the 20' access easement along the rear of this lot connecting the two common areas.

JCSA

1. Please refer to the attached memorandum dated May 9, 2000.

Fire

1. Please add a fire hydrant on "Greate Way" within 400' of the end of the cul-de-sac.

County Engineer

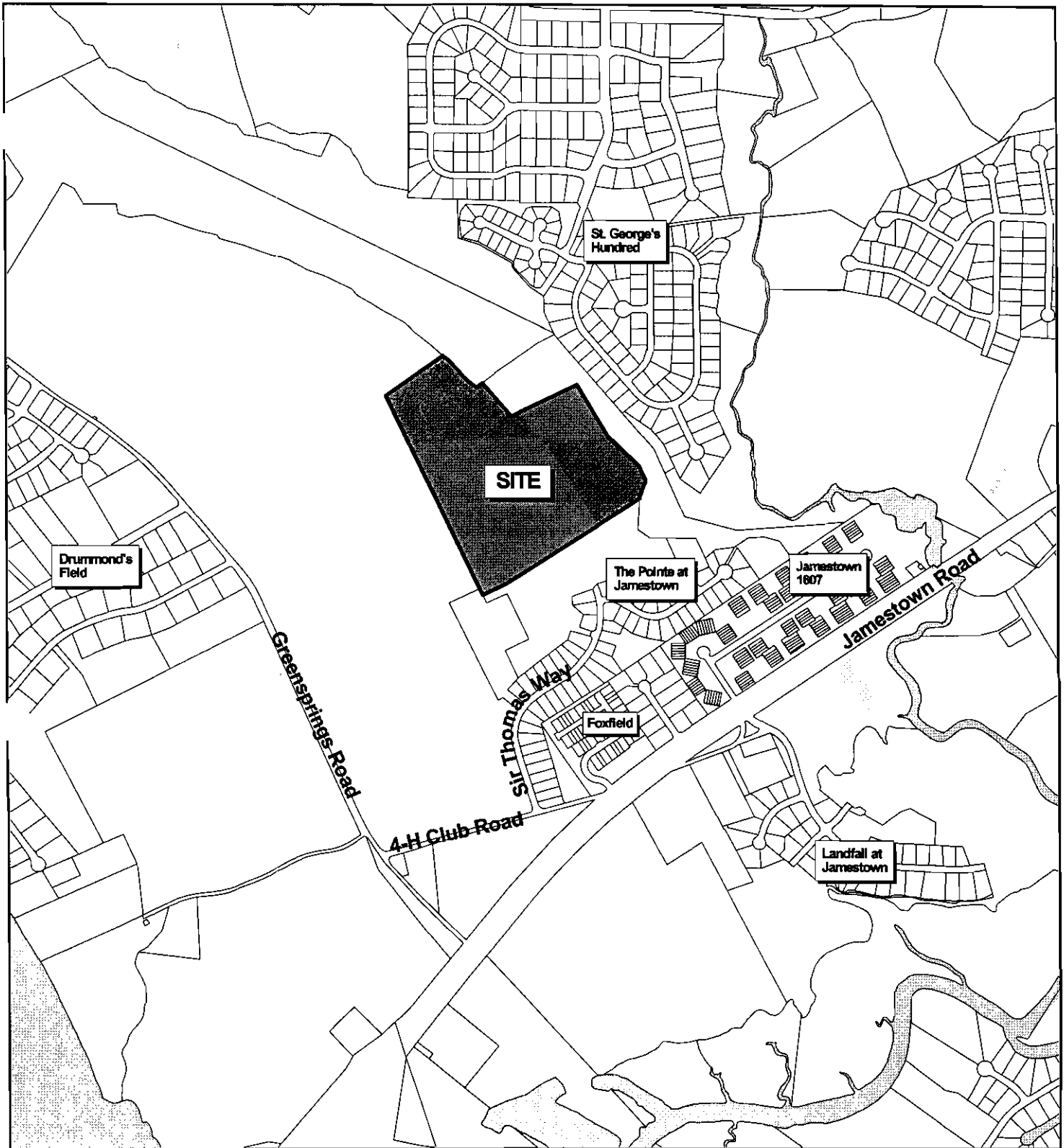
1. On Sheet C-1, please revise the note referencing the "Open Space Conservation Easement" to read "Natural Open Space Easement dedicated to James City County."
2. Please submit working drawings for the proposed sidewalk including plan, profile and cross sections at 50' intervals.

Environmental

1. Please refer to the attached memorandum dated May 18, 2000.

VDOT

1. Comments will be forwarded when they are made available.



S-34-00

The Pointe at Jamestown, Phase 2

1000 0 1000 2000 Feet





MEMORANDUM

Date: May 9, 2000

To: Christopher Johnson, Planner

From: James C. Dawson, P.E., Chief Engineer - Water *James C. Dawson*

Subject: The Pointe at Jamestown, Phase 2, Case No. S-34-00

We reviewed the subdivision plans, water data sheets, and sanitary sewer data sheets for the above project you forwarded on April 26, 2000, and noted the following comments. We may have additional comments when revised documents incorporating these comments are submitted.

General

1. Specify the slope of the proposed gravity sanitary sewer lines on both the plan and profile sheets.
2. Provide the address, telephone number, and name of contact person for the developer.
3. Show restrained joint lengths for all waterline fittings, bends, tees, and valves.
4. Provide street names on the plan sheets.
5. Specify the use of ductile iron sanitary sewer laterals where there is less than thirty-six (36) inches separation between the bottom of the roadside ditch and the top of the sanitary sewer lateral.
6. The location and spacing of the fire hydrants must be approved by the James City County Fire Department. Typically all houses must be within 400 feet of the closest hydrant.
7. The waterline beyond the last fire hydrant along cul-de-sacs may be reduced to 4-inch to encourage turnover of the water in the line.
8. Revise the profile sheets as needed to incorporate these comments.

Sheet Number C1

1. Specify the type of bends on the proposed waterline at Sta 10+60 and Sta 15+70 along Greate Way.
2. Provide valves on either side of the run of the tee at Sta 25+95 along Mainland Farm Loop instead of one valve on the run and the other valve on the branch.

Sheet Number C2

1. Provide valves on either side of the run of the tee at Sta 18+90 along Mainland Farm Loop instead of only one valve on the branch.
2. Provide a water service connection for lot 118.
3. Provide a valve on the west side of the cross at Sta 15+25 along Mainland Farm Loop.
4. Provide valves on the north and west sides of the tee at Sta 12+45 along Mainland Farm Loop.
5. Specify the use of 8-inch, not 6-inch, ductile iron sanitary sewer between manholes 15 and 16.
6. Provide valves on either side of the run of the tee at Sta 35+55 along Mainland Farm Loop instead of just one valve on the branch.
7. Provide a sanitary sewer service connection for lot 127.
8. Specify the use of 8-inch, not 6-inch, sanitary sewer between manholes 12 and 13.
9. Specify the need to core drill the existing sanitary sewer manhole and install a Kor-N-Seal boot for the proposed extension to serve this project.

Sheet Number C8

1. Add Detail Drawing No. 11 Typical Water Service Connections to this sheet.

Water Data Sheet

1. Add 6-inch ductile iron waterline to the breakdown of the water distribution system piping.

May 9, 2000

Page 3

2. Revise the breakdown of the water distribution system piping to incorporate the above comments.

Sanitary Sewer Data Sheet

1. What is the basis for the 150 gallon per bedroom sanitary sewer loading rate?.
2. The peak design factor specified by the JCSA Standards is 250% not the 300% used here.
3. Revise the breakdown of the sanitary sewer system piping to incorporate the above comments.

Please call me at 253-6677 if you have any questions or require any additional information.

JCD/

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ENVIRONMENTAL DIVISION REVIEW COMMENTS
THE POINTE AT JAMESTOWN, PHASE 2 (93 Lots)
PLAN NO. S-34-00
May 18, 2000

MCE/SJT



General Comments:

1. A Land Disturbing Permit and Siltation Agreement, with surety, are required for this project.
2. A Subdivision Agreement, with surety, shall be executed with the County prior to recordation of lots.
3. Water and sewer inspection fees must be paid prior to the issuance of a Land Disturbing Permit.
4. An Inspection/Maintenance Agreement shall be executed with the County for the BMP facility.
5. As-built drawings must be provided for the BMP upon completion. Also, a note shall be provided on the plan stating that upon completion, the construction of the dam will be certified by a professional engineer who has inspected the structure during construction.
6. Streetlights. Provide additional streetlights at the following locations: between Lots 101-102; between Lots 129-130; between Lots 153-154; between Lots 159-160; between Lots 164-165; at the intersection of Mainland Farm Loop and the cul-de-sac at Lot 114. A streetlight rental fee for 13 lights must be paid prior to the recordation of the subdivision plat.
7. Wetlands. Provide evidence that any necessary wetlands permits are being pursued, have been obtained or have not expired for this portion of the project.
8. Drainage Easements. Ensure all drainage easements are labeled on the plans and specify to whom dedication is required (VDOT or the HOA).
9. Offsite Work. In the vicinity of Lot 101 on Sheet C4, approximately 300 l.f. of storm drain outfall from the pond is shown offsite. Based on the adjacent parcel information shown on Sheet C3, it appears this parcel may be under the ownership of the County. Currently we are not aware an existing or pending easement or permission to permit this activity. Provide additional information.
10. Site Tabulation. Provide a disturbed area estimate in the site tabulation.
11. VPDES. It appears land disturbance for the project may exceed five (5) acres; therefore, it is the owners responsibility to register for a General Virginia Pollutant Discharge Elimination System (VPDES) Permit for Discharges of Stormwater from Construction Activities, in accordance with current requirements of the Virginia Department of Environmental Quality and 9 VAC 25-180-10 et seq. Contact the Tidewater Regional Office of the DEQ at (757) 518-2000 or the Central Office at (804) 698-4000 for further information.
12. Professional seals and signatures are required on final erosion and sediment control and stormwater management plans, reports and specifications.

Floodplain:

13. Special Flood Hazard Area. Based on the applicable FEMA FIRM panel, identify the limits of offsite Zone AE, Special Flood Hazard Area, east of Lots 100-101 in the vicinity of the pond outfall (outlet protection).

Grading:

14. Proposed Grading. Although road profiles were provided in the plan set, no grading was shown on the plan views other than at the proposed onsite BMP. Section 19-27(f) of the Chapter 19 Subdivision Ordinance requires existing and proposed contours. Show final grading or alternatively, limits of cut and fill slopes, on plan sheets C3 and C4 to properly show impacts of roadway construction on proposed lots, utilities and common areas. Spot elevations can also be used effectively instead of proposed contours in level terrain areas.

Chesapeake Bay Preservation:

15. Environmental Inventory. Provide an environmental inventory in accordance with Section 23-10(2) of the Chesapeake Bay Preservation ordinance. Components include tidal wetlands, tidal shores, non-tidal wetlands in RPA, resource protection areas, non-tidal wetlands in RMA, hydric soils and slopes 25 percent or greater.

Erosion & Sediment Control Plan:

16. Temporary Stockpile Areas. Show any temporary soil stockpile, staging and equipment storage areas with erosion and sediment controls or indicate on the plans that none are anticipated for the project site.
17. Offsite Land Disturbing Areas. Identify any offsite land disturbing areas (borrow, waste, disposal sites, etc.) or indicate on the plans that none are anticipated for this project.
18. Soils Data. Provide a map and brief descriptions of all soil types associated with the project based on the James City and York Counties and the City of Williamsburg Soil Survey (issued 1985)
19. Sequence of Construction. Provide a more detailed sequence of construction outlining installation of erosion and sediment control measures for the project in conjunction with site and utility work.
20. Limits of Work. Show and label a distinct limit for clearing and grading around the site periphery.
21. E&SC Plan. The erosion control plan, as presented with stabilized channels and culvert inlet protections, may be adequate once the roads are graded and roadside channels, culverts and storm drain systems are functional. However, at the initial road grading stage of construction, disturbed runoff from select portions of the roadway corridors cannot be physically conveyed to the sediment basin until the roadside channels and culverts are installed. Therefore, detailed sequencing or additional interim controls (silt fence, etc.) are required along the roadway corridors and around the uncontrolled cul-de-sac at the end of Greate Way (beyond the proposed high point).
22. Sediment Basin Design. Since the BMP will be used as a temporary sediment basin during construction, provide a Temporary Sediment Basin Design Data Sheet in accordance with Minimum Standard 3.14 of the VESCH.
23. Channel Adequacy. The 15 inch storm drain at the end of Greate Way discharges offsite in an uncontrolled manner (ie. without SWM/BMP control). Submit adequacy analyses for this receiving natural drainage facilities (swales, channels, etc.) in accordance with VESCH, MS-19 procedure to verify that the receiving natural channels are adequate for velocity and capacity using the 2-year design storm event.
24. Outlet Protections. Specify riprap class and thickness, pad dimensions and amount of stone to be used in accordance with requirements of the VESCH. Minimum Standards 3.18 and 3.19 for outlet protections at the end of Greate Way and within the BMP.

Stormwater Management / Drainage:

25. Lot-to-Lot Drainage. Address or provide a plan to prevent conveyance of increased or concentrated drainage due to lot development at the following locations: Lots 95-98; 103-104; 106-113; 118; 120-122; 123-132; 134-135; 174-179; 163-167; and 153-155.
26. BMP Drainage Map. The pre- and postdevelopment drainage divides shown on Sheet C11 do not appear to accurately reflect overall drainage patterns at and around the site based on field observations. Although the site is relatively flat, there appears to be a general divide 200-400 feet west of the western site border. From this divide, drainage is generally directed west toward Greensprings Road and east, across the site, toward the unnamed tributary to Powhatan Creek (located between this site and St. Georges Hundred). Although some localized depressed areas exist within the open space (tree farm) easement, it would seem the western limit of the pre- and postdevelopment drainage divide should be shifted further west than that shown, thus resulting in more drainage area to the BMP under both conditions. In addition, the postdevelopment drainage divide should consider lot frontages that would drain to roadside open channels rather than divides placed along road right-of-way lines. Also, the postdevelopment drainage divide shown along the east side of Mainland Farm Loop between Lot 105 and 171 should match the predevelopment divide. Please evaluate and contact the Environmental Division if further discussions are necessary.
27. Hydrology. No computations were submitted to show peak discharges under predeveloped conditions. No supporting data was provided to support assumptions made for postdevelopment hydrologic conditions (basin inflow) including the composite curve number of 81, impervious area of 30 percent and input data for the model's time of concentration component (average slope, etc.)
28. BMP Configuration. Refer to Sections 24-98(d) and 24-266(b) and (f) of the Zoning Ordinance. More emphasis should be placed on the layout of the BMP to keep the structure, including the design high water elevation, out of the 35 ft. perimeter buffer required for R-2 parcels. In addition, efforts should be made to keep structural components of the BMP from public view by use of landscaping, berms, etc. and using more curvilinear shaping to give the facility a more natural, rather than man-made appearance.
29. BMP Design. Based on the pond routing computations, it appears tailwater conditions at the outfall were not considered for the pond's hydraulics. Furthermore, the unusually extreme length of the 24 inch outfall barrel may result in outlet control governing discharge (and water surface elevations) from the pond rather than inlet control by the barrel or riser structure. Please confirm whether tailwater and outlet barrel control were considered in the pond's hydraulics.
30. BMP Computations. Provide additional data to support the value of 1.11 inch used for the runoff depth for the 1-year, 24 hour storm detention computations.
31. BMP Access. Provide for easements dedicated to the HOA, including a 20-foot wide easement for access and a 15-foot wide maintenance easement as measured from the 100-year storm elevation (include the dam and outlet structures).
32. BMP WSEL's. Show the 2- and 10- year design WSEL's on the pond schedule on Sheet C7.
33. Freeboard Requirements. A combined principal spillway and emergency spillway was presented to control the 100-year design storm. However, freeboard from the 100-year design WSEL (El. 22.21) to top of dam is 0.79 feet, which is less than 1 foot minimum required for pond embankments with an emergency spillway based on the Virginia Stormwater Management Handbook and County suggested minimums.
34. Emergency Spillway. Provide further information on the emergency spillway for the BMP including bottom width, sideslope, and lining for level and outlet sections. For token-type emergency spillways where design high water is below the spillway crest, minimum recommended width is 8 feet.

35. Pond Barrel/Anti-Seep Collars. Use of reinforced concrete pipe meeting the requirements of ASTM C361 is recommended through the pond embankment along with similar concrete anti-seep collars..
36. Pond Drain. Provide a pond drain and valve system that is capable of completely or partially draining the entire facility within 24 hours for future maintenance purposes.
37. Flared End Section. Provide a flared end section or endwall at the principal spillway barrel outlet consistent with the outlet barrel material type.
38. Maintenance Plan. Provide a maintenance plan for the stormwater management/BMP facility. Section 23-10(4) of the Chesapeake Bay Preservation Ordinance requires stormwater management plans to include a long-term schedule for inspection and maintenance of stormwater management/BMP facilities. The plan should be specific for a wet pond type facility.
39. Storm Drainage Calculations. Provide calculations to support the design of all onsite and offsite culverts, storm drains and open channels for the project. None were provided.
40. Road Culverts. Please confirm if all roadway cross-culverts meet minimum cover requirements for finished grade. Based on the profiles, it appears some culverts may have less than 1 foot of final cover.
41. RCP Classes. Specify class of reinforced concrete pipe required for all road cross-culverts.
42. Street Drainage. Refer to Section 19-50(a) and (c) of the Subdivision ordinance. The minimum longitudinal slopes for any street to be constructed with paved ditch is 0.5 percent. In addition, the upstream invert of any outlet pipe shall be 0.5 feet higher than the downstream invert and have a minimum slope of 0.2 percent. Many of the road grades with paved channel sections are less than 0.5 percent and four cross culverts within in the subdivision do not have the 0.5 ft. minimum drop across the culvert. Show slopes on all ditch profiles on sheets C5 and C6 and show slopes and invert drops on all culverts on plan sheets C3 and C4.
43. Channel linings. Generally it is not good practice to transition from a paved channel section to a grassed channel section. This is evident along Mainline Farm Loop.
44. Roadside Channels. Provide a legend or label the roadside channels on plan sheets C3 and C4 to designate roadside channel lining types (ie. paved, grassed, etc.).
45. Label Sheet C4. Label the existing marsh toe riprap structure per approved plan S-65-99 (Phase IC).
46. Due to the nature of these drainage and BMP comments, additional technical comments may result based on revised plans, computations and specifications.

Subdivision S-35-00

Mulberry Place

Staff Report for the May 31, 2000 Development Review Committee Meeting

SUMMARY FACTS

Applicant:	Mr. Charles Records of AES
Land Owner:	ADI, Associated Developers, Inc.
Proposed Use:	50-lot subdivision
Location:	On Centerville Road, south of its intersection with Longhill Road and north of D. J. Montague Elementary School
Tax Map/Parcel:	Part of (31-3)(1-33, 34, 36, 42, and 43)
Primary Service Area:	Inside
Parcel Size:	27.81 acres
Existing Zoning:	R-2, General Residential
Comprehensive Plan:	Low Density and Moderate Density Residential
Reason for DRC review:	Section 19-23 of the Subdivision Ordinance requires major subdivisions of 50 or more lots to be reviewed by the DRC. In addition, under Sections 24-266(f) and (g), the Planning Commission must review and approve any structural BMPs and drainage improvements in the required buffers.
Staff Contact:	Tamara A. M. Rosario Phone: 253-6685

STAFF RECOMMENDATION

Staff finds the proposal to be generally consistent with the proffers and special use permit (SUP) conditions. Staff recommends the DRC grant preliminary approval of lots 1 through 14 and lots 32 through 50 contingent upon the attached and forthcoming comments and upon compliance with the SUP and proffer conditions. Staff further recommends that the DRC defer preliminary approval of lots 15 through 31 until the archaeological studies and recommendations are approved. The Phase I archaeological study recommended further investigation into a large site located across lots 15, 16, 28, 29, and 30 and across the right-of-way to lots 17 through 27. Staff understands that a Phase II study is currently underway. Accordingly, land disturbance activities in this area would be delayed until the Phase II study and any recommended treatment plans are approved.

Comments received to date are included in the attachment. Please note that several refer to the buffer standards in the new R-2 zoning district. The applicant proposes grass swales, a sediment trap, and grading for a stormwater management (SWM) pond within the 35-foot perimeter buffer. Section 24-266(f) of the Zoning Ordinance states:

Wet ponds, dry detention basins, and other structural BMPs shall not generally be permitted in the buffers, except that the planning commission may approve them under the following circumstances:

- (1) The need is necessitated by site conditions rather than economic factors; and
- (2) The screening/buffering effect of the buffer has been retained by the design of the BMP and any degradation has been mitigated with additional plantings or berms as necessary.

In this instance, staff believes that site conditions would allow the grass swales behind lots 8 through 10 to be located in areas immediately adjacent to the perimeter buffer, either as part of the open space or within the lots. This would prevent previously wooded areas from being cleared unnecessarily and prevent swaths of unlandscaped area in the perimeter buffer. Staff believes the current plan would degrade the screening/buffering effect of the buffer, and the grass swales should be relocated. This is also generally true of the drainage structures behind lots 32 through 35. Although in their current location these structures take advantage of a natural swale, and the buffer is not vegetated in this area, site conditions do not prevent the structures from being located on the lots. Furthermore, landscaping would not be permitted within the 10' drainage easement. Hence, staff supports either relocating the structures outside the perimeter buffer or adding 10' of landscaped perimeter buffer on the lot side of the buffer. Either of these actions would give the adjacent property owners a full 35' of screening.

As for Sediment Trap #2, staff recognizes that there are site conditions that limit the design of the trap; however, staff also believes there is some flexibility to either reduce or eliminate the trap's effect on the buffer. AES has informed staff that they are investigating the possibility of removing Sediment Trap #2, an action which staff supports. If site conditions make this infeasible, staff would like to work with the applicant to redesign the trap. In addition, the area will need to be vegetated with enhanced landscaping once the trap is removed. The landscape plan does not currently show any revegetation.

In regard to the SWM pond, staff believes there is room to redesign the pond to have a less detrimental effect on the buffer. The master plan that was approved with the rezoning leads one to believe that the perimeter buffer would stay in tact in this area, even with a nearby SWM pond. Moreover, the buffer was a particular concern of Ford's Colony residents during the rezoning, and staff added a condition for enhanced landscaping in the buffer to allay their concerns. The current design of the pond includes a steep berm that will preclude the developer's ability to plant much more than the proposed row of wax myrtles. Staff does not believe the berm and wax myrtles will retain the screening/buffering effect of the buffer. Therefore, staff recommends the DRC not approve any structural BMPs within the buffers and support staff in the relocation/redesign of the SWM pond so that it does not affect the perimeter buffer.

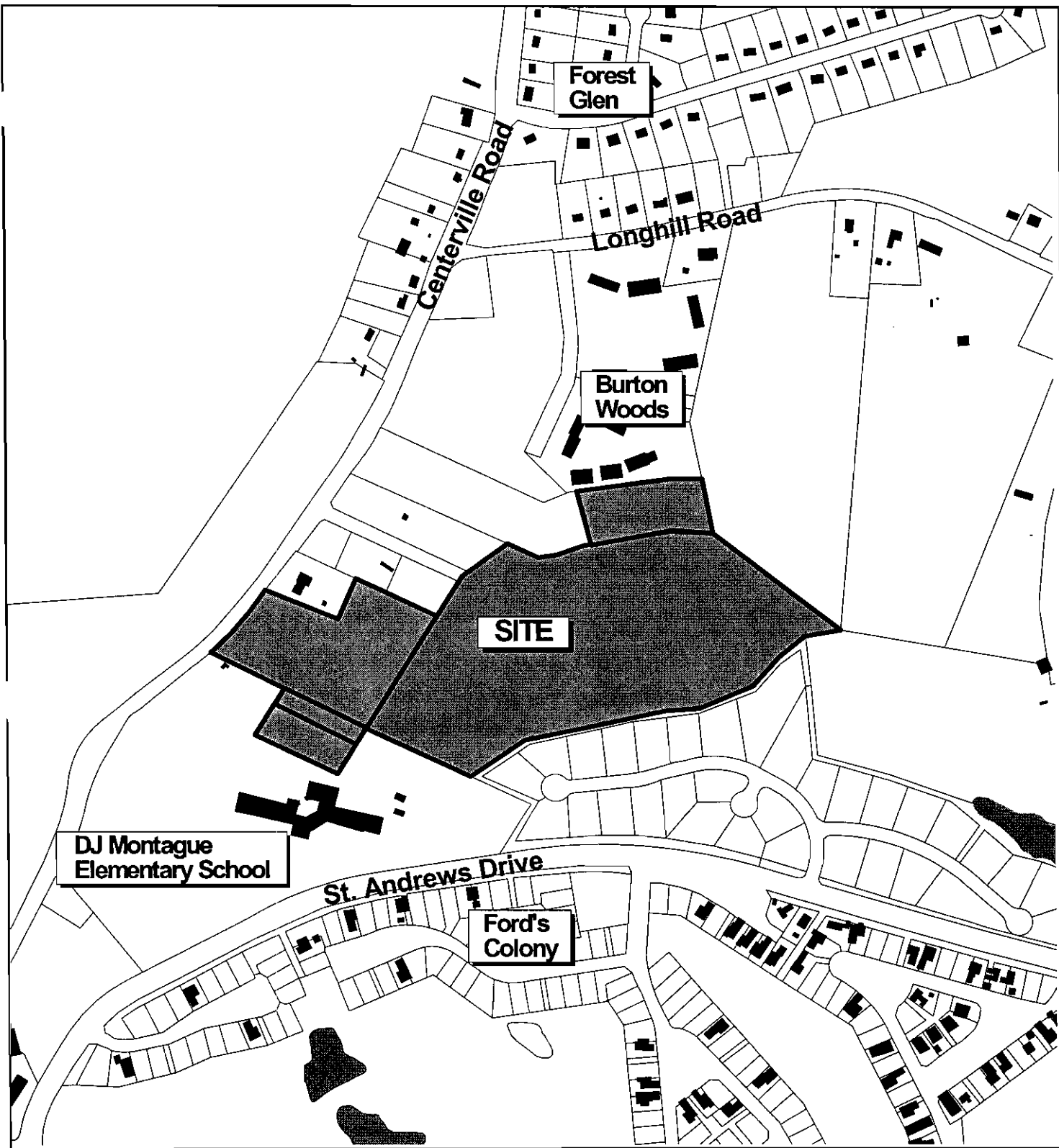
Finally, staff recommends that the DRC approve the drainage inlets within the right of way buffer. Section 24 266(g) of the Zoning Ordinance states:

...utility connections and drainage improvements shall be permitted within the buffer with approval of the planning commission. Permitted utilities and constructed drainage conveyance systems shall cross the buffer at or near a perpendicular angle to the property line, with clearing kept to a minimum necessary to accommodate the utilities...

The drainage inlets will cross the buffer at a perpendicular angle, the closest home will still be more than 225 feet from Centerville Road, and landscaping will be planted around the inlets.

Attachments:

1. Location map
2. Agency comments
3. SUP conditions and proffers



S-35-00
Mulberry Place

500 0 500 1000 Feet

A horizontal scale bar with four segments. The first segment is labeled '500', the second '0', the third '500', and the fourth '1000 Feet'.

AGENCY COMMENTS

Planning

1. Please provide evidence of ADI's ownership of the all the properties involved in the subdivision. This will need to be demonstrated prior to land disturbance of any areas currently not in ADI's possession. In addition, please provide a copy of a plat showing all of the ADI property.
2. The Phase I archaeological study recommended further study of one of the archaeological sites. Please provide a copy of the Phase II archaeological study when it is available. Treatment of the site may significantly affect the design of the subdivision.
3. The SUP conditions require submittal of a sewer study to the JCSA for approval; however, the JCSA has determined this study is not necessary.
4. Structural BMPs within the required buffers require approval by the planning commission. We recommend that the grass swales behind lots 8 through 10 and Sediment Trap #2 be moved outside of the perimeter buffer. The drainage structures behind lots 32 through 35 should be relocated or the perimeter buffer should be widened so that a 35' landscaped area is provided between the two subdivisions.
5. Under Section 24-266(f), the Zoning Ordinance requires a modification to allow structural BMP's in the buffers of R-2 subdivisions. Although the SWM pond is not located within the 35' buffer, grading required for the dam of the SWM pond is as close as 6' to the property line. The grading should not intrude into the buffer. Because planting is not allowed on the dam of such structures, the planting of the buffer with the 2 trees per 400 square feet is not possible. It will be difficult to provide screening of any significant amount within this area with only wax myrtle. The inclusion of a recreational path in this area will make screening more difficult. It is suggested that the client move the SWM pond so the effect of the grading will be minimal to the adjacent properties. A new location for the trail will need to be examined as well.
6. The landscaping modification request for the landscape area calculation and the installation sizes of the required trees is approved. However, the substitution of wax myrtles for the required trees in the vicinity of the SWM pond is not approved as the SWM pond will need to be redesigned as noted above.
7. The School Board will need to approve the final location and design of the connecting trail. We will notify you when this has been approved.
8. Please provide alternative street names for Wallace Court and Armstead Circle as they have been rejected by the Fire Department and Post Office as being too similar to existing street names. You may wish to consider using first names in combination with the last names.
9. Please provide open space calculations in accordance with Section 24-263 of the Zoning Ordinance. Our rough calculations indicate that the open space provided will be sufficient; however, we need verification with exact calculations.
10. Please provide a copy of the Declaration of Covenants detailing the ownership and maintenance arrangement of the open space and the conservation measures to be approved by the JCSA.

11. Please keep in mind that the payments required by the proffers will need to be secured by an irrevocable letter of credit.
12. Please correct the rear yard for lot 39. The setback from lot 38 is to be 35'.
13. Please label the trails and paths on the preliminary plat.
14. Please move the soft surface trail near the SWM pond to the other side of the pond so as to further protect the buffer with Ford's Colony.
15. Please provide specifications for the soft surface trail.

County Engineer

Please label "Natural Open Space Easement(s) dedicated to James City County" on Drawings 2 through 11.

JCSA

Please see attached letter.

Environmental Division

Please see attached letter.

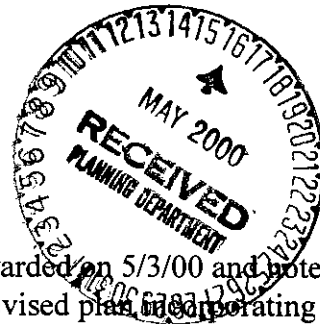
VDOT

Comments will be forthcoming.



MEMORANDUM

Date: May 17, 2000
To: Tammy Mayer Rosario, Senior Planner
From: Danny W. Poe, P.E., Chief Engineer - Wastewater
Subject: S-35-00, Mulberry Place



We reviewed the development plans for the above project you forwarded on 5/3/00 and noted the following comments. We may have additional comments when a revised plan incorporating these comments is submitted.

1. The horizontal clearance between the water main and the storm sewer should be at least 5 feet. Please revise the water main alignment on Mulberry Lane between stations 15+80 and 17+25. On Armistead Circle the water main passes back and forth across the storm sewer several times, and at around station 14+00, is situated on top of the storm line. This alignment is unacceptable. Please realign the water main either in the pavement or in an easement, on one side or the other of the storm sewer.
2. Check the slope of the 6" lateral entering manhole #15. If the inverts shown are correct, the slope should be 0.52%.
3. On the profile sheets, provide the restrained joint lengths on the water main.
4. Slopes on the sewer main between manholes 7,8, and 16 do not match the plan view.
5. Provide concrete encasement on the sewer main where there is less than 1 foot of cover (on each side of manhole #4).
6. On Sheet 20, correct the typical sewer service detail - note 2 should read 1/8" per foot slope.

Please call me at 253-6810 if you have any questions or require any additional information.

DWP/

ENVIRONMENTAL DIVISION REVIEW COMMENTS
MULBERRY PLACE (50 Lots)
PLAN NO. S - 35 - 00
May 24, 2000

MCE/SJT



General Comments:

1. A Land Disturbing Permit and Siltation Agreement, with surety, are required for this project.
2. A Subdivision Agreement, with surety, shall be executed with the County prior to recordation of lots.
3. Water and sewer inspection fees must be paid prior to issuance of a Land Disturbing Permit.
4. An Inspection/Maintenance Agreement shall be executed with the County for the BMP for this project.
5. As-built drawings must be provided for the BMP upon completion. Also, a note shall be provided on the plan stating that upon completion, construction of the dam will be certified by a professional engineer who has inspected the structure during construction.
6. Streetlights. A streetlight rental fee for 8 lights must be paid prior to recordation of the subdivision plat.
7. Wetlands. If required, provide evidence that necessary wetlands permits are being pursued, have been obtained or have not expired for this project.
8. Archaeological Site. Update the Environmental Division as to the status of the phased archaeological studies being performed on the tract in accordance with Condition # 4 of SUP-15-99. Due to proposed disturbance associated with Mulberry Lane, utilities and development of Lots 15-16 and 29-30, significance of the delineated archaeological site must be resolved prior to land disturbance approval.
9. VPDES. It appears land disturbance for the project may exceed five (5) acres. Therefore, it is the owners responsibility to register for a General Virginia Pollutant Discharge Elimination System (VPDES) Permit for Discharges of Stormwater from Construction Activities in accordance with current requirements of the Virginia Department of Environmental Quality and 9 VAC 25-180-10 et seq. Contact the Tidewater Regional Office of the DEQ at (757) 518-2000 or the Central Office at (804) 698-4000 for further information.

Chesapeake Bay Preservation:

10. Steep Slope Areas. Section 23-5 of the Chesapeake Bay Preservation Ordinance does not allow land disturbing activities to be performed on slopes of 25 percent or greater. If steep slopes located in the eastern portion of the site (Lots 26-30) are to be impacted by site development, a request for a waiver or exception will be required.
11. Environmental Inventory. Transpose and label the approximate wetland delineation as shown on Sheet 2 to Environmental Inventory Sheet 15.

Grading Plan:

12. Proposed Grading. Section 24-145(8) of the Chapter 24 Zoning ordinance and Section 19-27(f) of the Chapter 19 Subdivision ordinance requires existing and proposed contours for development plans. Show final grading or alternatively, limits of cut and fill slopes so we can properly assess roadway construction impacts on proposed lots, utilities and environmentally sensitive areas such as the archaeological site, steep slope and critical erosion areas. It is unclear if the limits of clearing and grading as shown on Sheets 9 and 10 corresponds to limits of cut/fill along the road corridors. Spot elevations can also be used effectively instead of proposed contours in level terrain areas.

Erosion & Sediment Control Plan:

13. Temporary Stockpile Areas. A general note was provided on the Overall Drainage Plan (Sheet 8) to address temporary stockpile, staging and storage areas. Since this activity is more related to erosion and sediment control rather than site drainage, add the same note to the erosion and sediment control plan Sheets 9 and 10.
14. Offsite Land Disturbing Areas. Identify any offsite land disturbing areas (borrow, waste, disposal sites, etc.) with required erosion and sediment control measures or indicate on the plans that none are anticipated for this project.
15. Sequence of Construction. Provide a detailed sequence of construction outlining installation of erosion and sediment control measures, associated site and utility work and installation or conversion of the BMP.
16. Sediment Basin. Submit a Sediment Basin Design Data Sheet for Wet Pond # 1 to ensure its temporary use as a sediment basin is in conformance with the requirements of Minimum Standard 3.14 of the VESCH.
17. E&SC Plan. The erosion control plan as presented may be adequate once the onsite storm drain system is completely installed and rough grading of the roads is complete. However, its adequacy during initial construction stages is somewhat questionable. For example, on Sheets 9 and 10 diversion dikes are to be placed around Armistead Circle and across lot areas to convey disturbed runoff to swales that outlet at drainage inlets SS # 1-23 and # 1-24. Drainage from the inlets is then conveyed through approximately 700 lineal feet of proposed storm drain to the sediment basin (ie. BMP Wet Pond # 1). It would seem that road corridor clearing would not be delayed until such time as the storm drain system is installed, therefore, runoff from disturbed area could not be directed to the sediment basin until some later point in time.

Therefore, provide a detailed sequence of construction to support the plan as presented (to adequately address early installation of E&SC measures and the associated storm drainage network); or alternatively, provide a reconfigured perimeter control plan which provides for adequate control from the initial road clearing stage through the final site work stage. A reconfigured perimeter control plan may consist of upslope and downslope diversion dikes parallel to roadway corridors (ie. both sides and outside proposed limits of cut/fill) which follow natural site topography and convey drainage to primary control devices such as small temporary sediment traps or rock check dams placed at low topography points. Diversion dikes (and culverts) used as such would divert upslope "clean" drainage away (and through) the road corridors and only collect and treat drainage from within the "disturbed" road corridors. Additional silt fence would be placed in areas not able to be controlled by this method. Use of this configuration would limit the size of the temporary sediment traps or rock check dams because upslope drainage would be bypassed and treatment would only be required for area between the diversions. This type of configuration would also eliminate the need for across lot clearing for diversion dikes and installation of outer perimeter Sediment Traps # 1 and # 2.

18. Outlet Protections. Use of Class I riprap is recommended on outlet protections rather than Class AI. This includes the outlet apron for the BMP.

Stormwater Management / Drainage:

19. Drainage Easements. Place all drainage swales (including those between lots) in drainage easements. Note 2 on Sheets 9 & 10 states that all drainage easements will be dedicated to the HOA.
20. Lot-to-Lot Drainage. Channels were provided between and at the rear of select lots to address potential lot-to-lot or lot-to-offsite drainage scenarios. Address or provide a plan for the following additional locations: Lot 3 to Lot 2; Lot 4 to Lot 3; Lot 5 to Lot 4; Lot 45 to Lot 46; Lot 43 to Lot 45:
21. Hydrology. Typically, SCS based design methodology is required for the design of stormwater management facilities with drainage basins over 20 acres.
22. BMP Configuration. For Wet Pond # 1, it appears that trees plantings as required within the 35 foot perimeter buffer per Section 24-266(b) and (f) of the Chapter 24 Zoning ordinance and Condition # 11 of the SUP-15-99 (landscaping in the perimeter buffer) would directly conflict with Minimum Standard 3.01 of the VSMH and the JCC BMP Guidelines. These guidelines generally prohibit planting of trees, shrubs or woody plants on and within 15-25 feet of an embankment toe.
23. BMP Configuration. Currently, the 100-year design high water elevation (El. 84.06) encroaches onto residential Lot 30. Provide adequate buffer between the design high water elevation and the residential lot.
24. Water Quality Computations. Provide additional computations as necessary to substantiate the value of 41 percent used to determine impervious cover for estimations of the permanent and extended detention pools required for Wet Pond # 1.
25. Stream Channel Protection. Based on hydrographs provided for Wet Pond # 1, a total runoff volume of 44,496 cf was used as the basis for the stream channel protection computation. It appears this value was computed based on the Rational Method. Typically, SCS-based methodology, using a 1-year, 24-hour rainfall depth of 2.8 inches is used to generate the storm volume for stream channel protection.
26. Design Tailwater. Provide the basis for the design tailwater elevation assumption of El. 65.0 used for the Wet Pond # 1 routings.
27. BMP Pretreatment. No provisions were provided to address pretreatment at the primary inflow point to Wet Pond # 1.
28. Embankment. The 2.5H:1V downstream embankment sideslope for Wet Pond # 1 is steeper than a maximum recommended value of 3H:1V per the JCC BMP Guidelines and Minimum Standard 3.01 of the VSMH.
29. Emergency Spillway. Minimum recommended emergency spillway bottom widths are 8 feet.
30. Riser and Barrel. Specify ASTM C 361 reinforced concrete pipe for the riser and outlet barrel pipe sections for Wet Pond # 1. Indicate class of pipe required for the outlet barrel. Provide dimensions and specifications for embedment of the riser into the concrete base.
31. Anti-Seep Collars. Indicate material required and provide a construction detail for anti-seep collars required for Wet Pond # 1. Use of concrete collars is recommended.

32. Pond Drain. Include provisions for an accessible valve or shutoff control on the 6 inch DIP pond drain for Wet Pond # 1.
33. Storm Outfalls. Address stabilization of the excavated sideslopes where storm drain outfalls SS # 2-1 and SS # 1-1 enter into Wet Pond # 1.
34. BMP Easements. In addition to the 20' wide access easement, provide a maintenance easement for Wet Pond # 1 which allows for access to the entire embankment and outlet structure. Based on the drainage easement note on Sheet 4, twenty-five feet landward from the design high water of El. 84.06 would exclude a major portion of the downslope embankment and outlet structure.
35. BMP Access. Provide additional detail for the access corridor to the BMP including intended surface stabilization and provisions to control drainage or erosion, if necessary. Refer to the JCC BMP manual, page 39 for maintenance access criteria.
36. BMP Misc. BMP # 4 is an incorrect label for the pond section on Sheet 18. The 2- and 100-year WSEL's on construction plan Sheet 18 do not match values shown in the hydrograph reports. Show the 100-year design high water elevation for Wet Pond # 1 on plan Sheet 10.
37. Open Channels. Provide typical construction details for proposed onsite open drainage channels (type, sideslope, depth, etc.) and provide supporting computations for velocity, capacity, lining adequacy, etc.
38. Onsite Storm Drains. General notes provided on Sheets 9, 10 and 16 indicate that onsite storm drains are to consist of reinforced concrete pipe. Indicate class required for all storm drain segments on Sheets 9 and 10. Based on the storm drainage configuration, deeper heights of cover in the central portion of the project may warrant use of thicker wall classes (Class IV, etc).
39. Storm Drain Notes. Note 1 on Sheet 16 indicates that all materials and construction within public right-of-way is to follow VDOT Standards and Specifications. Please indicate whether remaining onsite storm drainage work, outside the right-of-way, is to follow VDOT standards for material and construction. If not, provide information on the plans and details as appropriate for construction.
40. Geotechnical. Provide information (preliminary soil evaluations, logs, test results, reports, etc.) as necessary to substantiate that existing soils beneath Wet Pond # 1 (JCC BMP Type A-3) are adequate to sustain a permanent pool as intended.

RESOLUTION

CASE NO. SUP-15-99. ARMSTEAD/TAYLOR REZONING

WHEREAS, the Board of Supervisors of James City County has adopted by Ordinance specific land uses that shall be subjected to a special use permit process; and

WHEREAS, the Planning Commission of James City County, following its public hearing on November 1, 1999, recommended approval of SUP-15-99, by a vote of 7 to 0, to permit the construction of single-family homes in accordance with the R-2, General Residential, provisions of the James City County Zoning Ordinance, further identified as Parcel Nos. (1-33) and (1-36) and a portion of Parcel Nos. (1-42), (1-43), and (1-34) on James City County Real Estate Tax Map No. (31-3).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the issuance of Special Use Permit No. SUP-15-99 as described herein with the following conditions:

1. **Master Plan.** The plan of development shall be generally consistent with the "Master Plan of Development with Rezoning Request" prepared for Associated Developers, Inc., by AES Consulting Engineers, April 1999 and revised August 1999 ("Master Plan") as determined by the Director of Planning.
2. **Density.** There shall be no more than 50 dwelling units on the property.
3. **Streetscapes.** The Owner shall provide and install streetscape improvements along both sides of all streets in accordance with the Streetscape Guidelines Policy. The streetscape improvements shall be shown on the plan of development and submitted for approval to the Director of Planning.
4. **Archaeology.** A Phase I Archaeological Study for the entire site shall be submitted to the Director of Planning for his review and approval prior to land disturbance. A treatment plan shall be submitted to and approved by the Director of Planning for all sites in the Phase I study that are recommended for a Phase II evaluation and/or identified as being eligible for inclusion on the National Register of Historic Places. If a Phase II study is undertaken, such a study shall be approved by the Director of Planning and a treatment plan for said sites shall be submitted to, and approved by, the Director of Planning for sites that are determined to be eligible for inclusion on the National Register of Historic Places and/or those sites that require a Phase III study. If in the Phase II study, a site is determined eligible for nomination to the National Register of Historic Places and said site is to be preserved in place, the treatment plan shall include nomination of the site to the National Register of Historic Places. If a Phase III study is undertaken for said sites, such studies shall be approved by the Director of Planning prior to land disturbance within the study areas. All Phase I, Phase II and Phase III studies shall meet the Virginia Department of Historic Resources' *Guidelines for Preparing Archaeological Resource Management Reports* and the Secretary of the Interior's *Standard and Guidelines for Archaeological Documentation*, as applicable, and shall be conducted under the

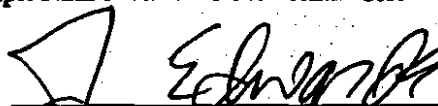
supervision of a qualified archaeologist who meets the qualifications set forth in the Secretary of the Interior's *Professional Qualification Standards*. All approved treatment plans shall be incorporated into the plan of development for the site and the clearing, grading or construction activities thereon.

5. Pedestrian System. The Owner shall provide and construct a sidewalk along one side of all roads in the subdivision and along the subdivision's frontage with Centerville Road. A sidewalk shall be provided along Centerville Road adjacent to any turn lanes and associated improvements required by the Virginia Department of Transportation. An eight-foot wide paved trail shall be constructed within a 20-foot public access easement generally in the location shown on the Master Plan. A six-foot wide soft surface or unpaved pedestrian trail system shall be constructed generally in the location shown on the Master Plan. The Director of Planning shall review and approve the final design and location of the trails prior to construction. The sidewalks and trails shall be constructed prior to issuance of Certificates of Occupancy for any residence adjacent to the sidewalks and trails.
6. Recreation. A minimum of 1.16 acres of landscaped recreation area shall be provided in a manner generally consistent with the location and design shown on the Master Plan. The final design and location shall be reviewed and approved by the Director of Planning prior to construction. Recreational improvements to be provided in the recreation area shall include a gazebo or bandstand, playground, barbecue grill, picnic tables, one acre of open lawn, and a sidewalk. The playground shall include a minimum of five pieces of equipment for a variety of activities, including climbing, sliding, and swinging. Said recreation facilities shall be installed prior to the issuance of the first Certificate of Occupancy for more than twenty-five homes.
7.
 - a. Bike Lane along Property. The Owner shall construct a five-foot wide Virginia Department of Transportation ("VDOT") standard shoulder bike lane along the front of the property adjacent to Centerville Road.
 - b. Additional Bike Lane along Centerville Road. If turn lanes or other road, drainage, or utility improvements are required by VDOT along either side of Centerville Road ("Centerville Road Improvements"), then the Owner shall either construct an additional five-foot wide VDOT standard shoulder bike lane along the Centerville Road Improvements, as required by the Planning Director, or construct the Centerville Road Improvements in such a way that subsequent installation of the bike lane shall not require relocation of the Centerville Road Improvements. The intent is that the County will only need to add base material and pavement for the additional bike lane.
 - c. Approvals. In any event, the construction of the required bike lanes shall be completed or bonded prior to final subdivision approval.

8. Traffic Study Implementation. The access to the development shall be in the approximate location shown on the master plan of development. The Owner shall commission, at its expense, and provide to both the County and VDOT, a traffic study for the entrance on Centerville Road prior to final subdivision approval. The traffic study shall address the requirements, if any, of a turn lane(s) at the entrance based on the traffic generated by the total permitted number of dwelling units on the property and the anticipated background traffic on Centerville Road at the full build out stage. After review and approval of the traffic study by both the County and VDOT prior to final subdivision approval, the Owner shall, if not previously constructed by others, construct said turn lane(s) or guarantee the construction of the same with corporate surety or cash bond in accordance with the applicable standards of the County and VDOT all prior to the issuance of building permits for the prescribed number of dwelling units on the property warranting such turn lane(s); however, at any time prior to the construction of the required turn lane(s), the Owner, VDOT or the County may request an updated analysis of turn lane warrants, based on the then current traffic volumes and standards, to determine the continued necessity of constructing the turn lane(s). If such subsequent analysis is approved and indicates that any of said turn lane(s) are no longer necessary, the Owner shall be under no obligation to construct the unnecessary turn lane(s) and the appropriate portion of any corporate surety or cash bond previously posted by the Owner for the same shall be returned.
9. Revegetation along Centerville Road. Where the implementation of turn lanes, utilities, drainage structures, or other improvements along Centerville Road causes the removal of trees, the Owner shall revegetate the area adjacent to the improvements with a combination of trees and shrubs to achieve a level of two trees per 400 square feet of landscape area. A minimum of fifty-percent of the trees shall be evergreen. A planting plan with an implementation schedule shall also be submitted for approval by the Director of Planning.
10. Landscaping in the Centerville Road right-of-way buffer. Enhanced landscaping, defined as being 133 percent of the Zoning Ordinance requirements for right-of-way buffers, shall be required in the Centerville Road right-of-way buffer. A planting plan shall be submitted for approval by the Director of Planning.
11. Landscaping in the perimeter buffer. In the areas of the perimeter buffer that area non-wooded, the Owner shall plant two trees per 400 square feet of landscape area. A minimum of fifty percent of the trees shall be evergreen.
12. Entrance. The entrance to the subdivision shall be constructed in such a manner that there is no median unless required by VDOT.
13. Utilities. Prior to final subdivision approval, the Owner shall commission, at its expense, and provide to both the County and the James City Service Authority (JCSA), a study verifying the existing sewage pumping station's capacity to serve the development. If the capacity is not available, the study shall address any improvements necessary to increase the capacity to a level sufficient to serve the development. After review and approval of the study by both the County and JCSA prior to final subdivision approval, the Owner shall, if not previously constructed

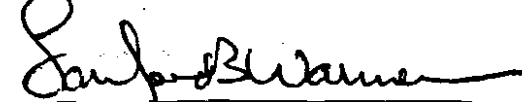
by others, construct the identified improvements to the sewage pumping station or guarantee the construction of the same with corporate surety or cash bond in accordance with the applicable standards of the County and JCSEA all prior to the issuance of building permits for the prescribed number of dwelling units on the property warranting such improvements. In addition, the Owner shall acquire any easement(s) necessary for the off-site sanitary sewer line prior to final subdivision approval.

14. Time limit. If construction of the development has not commenced within a period of twenty-four months from the date of issuance of this special use permit, this permit shall become void. Construction shall be defined as clearing, grading, or excavation for the development.
15. Severability. This special use permit is not severable. Invalidity of any word, phrase, clause, sentence, or paragraph shall invalidate the remainder.



Jack D. Edwards
Chairman, Board of Supervisors

ATTEST:



Sanford B. Wanner
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
NERVITT	NA
SISK	AYE
MCLENNON	AYE
BRADSHAW	AYE
EDWARDS	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 21st day of December, 1999.

sup15-99.res

PROFFER AGREEMENT

THIS PROFFER AGREEMENT made and entered into this 5th day of November, 1999, by and among the Heirs at Law of FRED TAYLOR SR. ("Taylor"), FREDERICK L. TAYLOR ("F. Taylor"), BLISS E. ARMSTEAD ("Armstead"), WARHILL CORPORATION ("WarHill") and ASSOCIATED DEVELOPERS, INC., a Virginia corporation ("Associated"), in favor of JAMES CITY COUNTY, VIRGINIA, a municipal corporation (the "County").

RECITALS:

- A. Taylor and F. Taylor are the owners of certain real property containing 10.62 acres located in James City County, Virginia, more particularly described on Exhibit A attached hereto; Armstead is the owner of certain real property containing approximately 14.24 acres, by current survey and originally described as 16 1/8 acres as set forth on Exhibit B; and Warhill is the owner of certain real property containing approximately 6.66 acres, more particularly described on Exhibit C, of which 3 acres is to be conveyed to Associated with all three parcels containing together approximately 27.86 acres, with all of said property being hereinafter described as the "Property".
- B. Associated has entered into contracts with Taylor, F. Taylor, Armstead and Warhill for the purchase of the Property, which is conditioned upon the re-zoning of the Property.
- C. Armstead, Taylor, F. Taylor, Warhill and Associated have submitted an application for the re-zoning to the County as Case #Z-5-99 and also known as Case #SUP 15-99.

NOW, THEREFORE, for and in consideration of the approval by the County of the re-zoning and pursuant to Section 15.2-2297, et seq. of the Code of Virginia, 1950, as amended, and Section 24-16 of the Zoning Ordinance of James City County, Associated, Taylor, F. Taylor, Armstead and Warhill agree that they shall meet and comply with all of the following conditions in developing and improving the Property. In the event the requested re-zoning is not approved by the County, these proffers shall become null and void and the Property shall maintain its current zoning.

- 1a. Bike Lane Along the Property. Associated, as the developer and owner, shall construct a five (5) foot wide Virginia Department of Transportation ("VDOT") standard shoulder bike lane along the front of the Property adjacent to Centerville Road.
- 1b. Additional Bike Lane Along Centerville Road. If turn lanes are required by VDOT along either side of Centerville Road, then Associated, as the developer and owner, shall construct a five (5) foot wide VDOT standard shoulder bike lane along and adjacent to the turn lanes, as required by the Planning Director. In addition, any road, drainage or utility improvements Required by VDOT along Centerville Road not adjacent to turn lanes constructed by Associated (the "Centerville Road

Improvements"), shall be constructed in such a way that subsequent installation of

Improvements"), shall be constructed in such a way that subsequent installation of a bike lane along Centerville Road shall not require the relocation of the Centerville Road Improvements, as required by the Planning Director.

- 1c. Approvals. The construction of the bike lanes required hereunder shall be completed or bonded prior to final subdivision approval.
2. Associated, as the developer, agrees to make a voluntary cash contribution in the amount of \$50,000.00 to mitigate capital cost impacts of the proposed development, with \$25,000.00 payable one (1) year from the date of final subdivision approval and \$25,000.00 payable two (2) years from the date of final subdivision approval. The payments due hereunder will be secured by an irrevocable letter of credit issued by a bank and in a form acceptable to the County Attorney issued at the time of the final subdivision approval.
3. Associated, as the developer, agrees that the Declaration of Covenants, Conditions and Restrictions applicable to the lots in the proposed development shall provide for the establishment of an Architectural Review Board ("ARB") and that the ARB shall be responsible for developing standards to be approved by the James City Service Authority and subsequently for enforcing these standards. The standards shall address such water conservation measures as the installation and use of irrigation systems and irrigation wells, the use of landscaping, and the use of water saving fixtures to promote water conservation and minimize the use of public water and public water resources. The standards shall be approved by the James City Service Authority prior to final subdivision approval.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement may be executed in various counterparts with all such counterparts taken together constituting and being enforceable as one single instrument.

WITNESS the following signatures and seals:

ASSOCIATED DEVELOPERS, INC.

By 

Henry H. Stephens, President

Site Plan 86-99

Greensprings Plantation RV Lot

Staff Report for May 31, 2000 Development Review Committee Meeting

SUMMARY FACTS

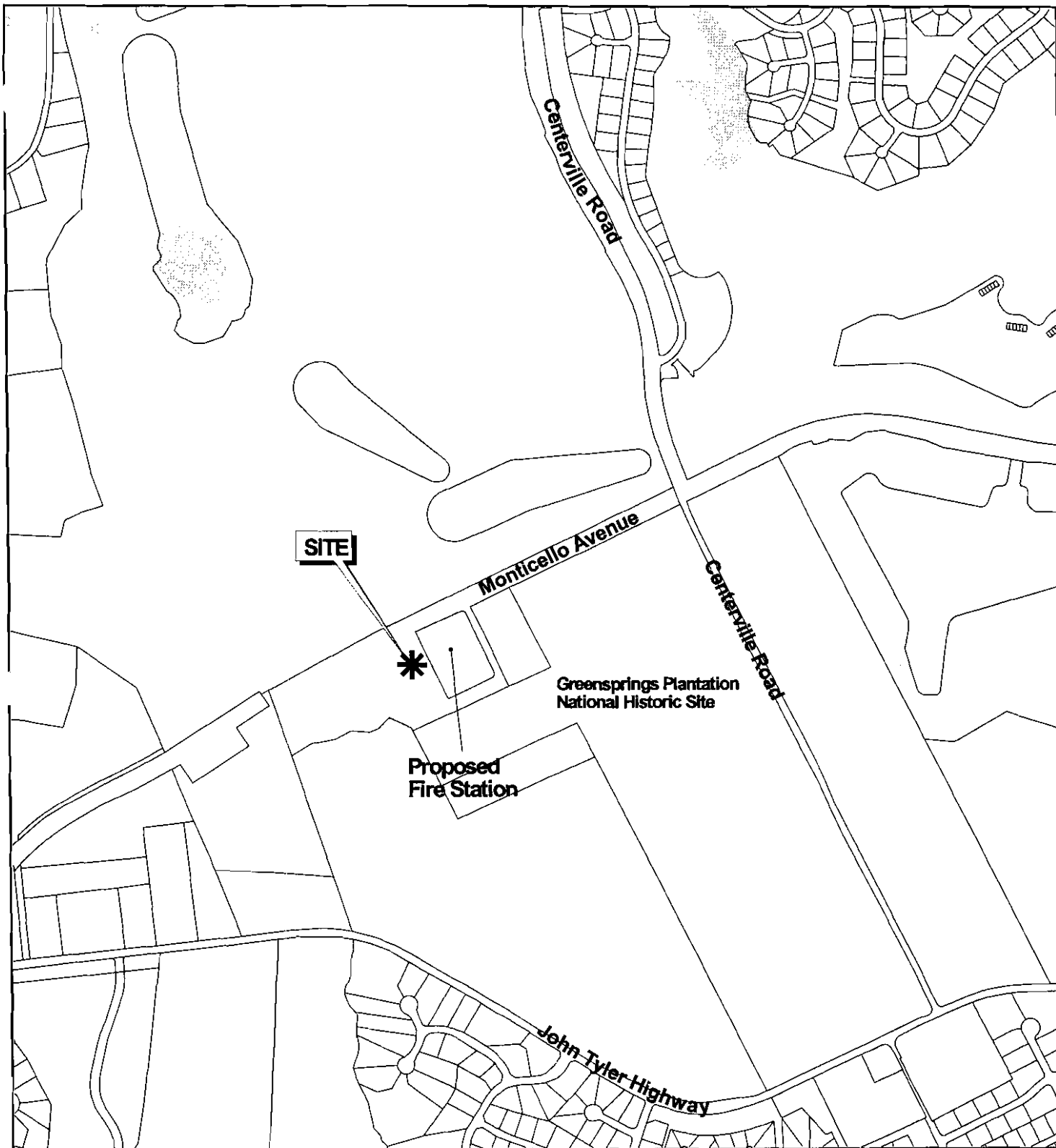
Applicant:	Mr. Kenneth Jenkins, Rickmond Engineering
Proposed Use:	Greensprings Plantation Recreational Vehicle Lot
Location:	Monticello Avenue next to the proposed fire station
Tax Map/Parcel:	(46-1)(1-1)
Primary Service Area:	Inside
Parcel Size:	±380 acres -- Lot area is 5.27 acres
Existing Zoning:	R-4, with proffers
Comprehensive Plan:	Rural Lands
Reason for DRC Review:	The Greensprings proffer agreement states that any outdoor storage areas within the Fire Station and Maintenance Facility shall be screened with a fence approved by the Development Review Committee
Staff Contact:	Jim Breitbeil Phone 253-6685

STAFF RECOMMENDATION

The applicant is proposing to place an eight-foot chain link fence with gray and brown slats around the proposed recreational vehicle lot. The proposed use is consistent with the Greensprings Master Plan and staff recommends the DRC approve the fence design.

Attachments:

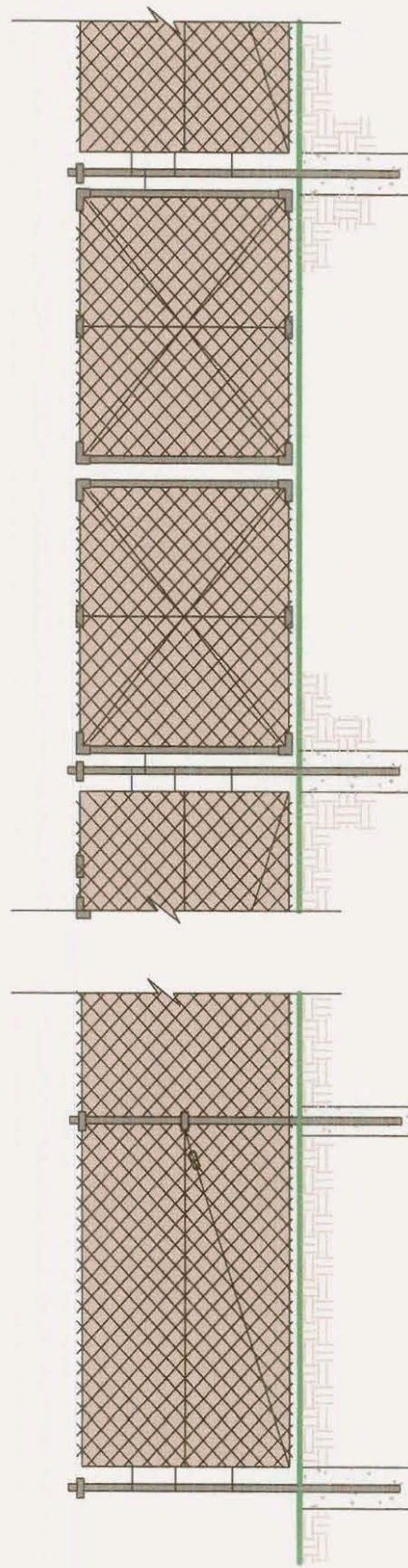
1. Location map
2. Fence detail
3. Site plan



SP-86-99 Greensprings Plantation RV Lot

500 0 500 1000 Feet





GREENSPRINGS PLANTATION R/V LOT FENCE DETAIL

**JAMES CITY COUNTY
DEVELOPMENT REVIEW COMMITTEE REPORT
May 31, 2000**

I. SITE PLANS

A. PENDING PRELIMINARY APPROVAL

SP-132-98	Exxon at Centerville
SP-144-98	Williamsburg Pottery Warehouse/Retail Building
SP-045-99	Lightfoot Flea Market SP Amendment
SP-085-99	Villages at Westminster Recreation Center Amend.
SP-090-99	Centerville Bus Shelter
SP-095-99	Greensprings Greenway Phase 2
SP-114-99	Wellington Lift Station and Forcemain
SP-115-99	Nextel Communications Tower Amendment
SP-116-99	New Town Williamsburg James City County Courthouse
SP-140-99	Weathercrafters Expansion
SP-005-00	JCSA Well Facility W-33 Modification
SP-022-00	Super 8 Van-Accessible Parking Relocation
SP-023-00	JCSA Water Main on Jamestown Road
SP-027-00	Seasons of Williamsburg
SP-035-00	JCSA-Newport News Waterworks Interconnection
SP-038-00	JCSA Warhill Sewer Ext (Mallard Hill/Longhill Sta)
SP-039-00	St. Martin's Episcopal Church
SP-040-00	JCC District Park Sports Complex Concession Stands
SP-042-00	Ironbound Road Sidewalk
SP-049-00	Kingsmill - Wickham's Grant, Storage Building
SP-055-00	Lafayette High School Trailers
SP-056-00	Jamestown High School Trailers
SP-057-00	Williamsburg Heating and Air Conditioning
SP-058-00	Camp Chickahominy Shelter
SP-059-00	Captain George's SP Amendment -- Gazebo
SP-060-00	Stonehouse Community Rec Center SP Amendment
SP-061-00	Ford's Colony Surplus Parking Area SP Amendment
SP-062-00	Powhatan Office Park SP Amendment
SP-063-00	Monticello Branch
SP-064-00	Ford's Colony Golf Cart Staging Area SP Amendment
SP-065-00	Ford's Colony Golf Course Comfort Station SP Amend
SP-066-00	Ford's Colony Berm Plan @ Centerville & Blackheath
SP-067-00	Busch Gardens Royal Palace Lighting Catwalk Addtn
SP-068-00	Jamestown Road Sidewalk Plan
SP-069-00	Williamsburg Pottery Non-Potable water line

B. PENDING FINAL APPROVAL

EXPIRE DATE

SP-061-99	Brandon Woods, Phase 2 Condominiums	11/ 2/2000
SP-065-99	King of Glory Lutheran Church Fenced Playgorund	6/23/2000
SP-086-99	Greensprings Plantation Recreational Vehicle Lot	8/ 4/2000
SP-094-99	UCP Limited Partnership	10/ 4/2000

SP-118-99	Smith Memorial Baptist Church Family Life Center	12/ 7/2000
SP-124-99	Williamsburg Dodge	3/ 6/2001
SP-127-99	Prime Retail Outlet Expansion	1/ 5/2001
SP-143-99	Wexford Hills Well W-28 No. 2	5/18/2001
SP-008-00	Williamsburg Crossing - Riverside Pump Station Am.	2/28/2001
SP-011-00	Carolina Furniture Warehouse	3/ 1/2001
SP-017-00	Kingsmill, River Bluffs, Phase 1, SP Amendment	3/ 8/2001
SP-019-00	Fenwick Hills Pump Station	2/21/2001
SP-020-00	J.W. Crossing	4/ 3/2001
SP-024-00	Faith Baptist Church SP Amendment	3/27/2001
SP-032-00	JCSA - Well Facility W-1, System Improvements	4/ 6/2001
SP-037-00	Scavenger's Paradise Storage Shed	4/ 6/2001
SP-041-00	Advanced Vision Institute	5/ 3/2001
SP-043-00	Ford's Colony Chisel Run Pond Bridge Amendment	5/ 1/2001
SP-045-00	Walmart	4/ 3/2001
SP-046-00	Design Master Associates, Inc.	5/ 1/2001
SP-048-00	HRSD Williamsburg Treatment Plant Odor Control	5/ 4/2001

C. FINAL APPROVAL

DATE

SP-047-99	Stonehouse Commerce Park - John Deere	5/ 3/2000
SP-122-99	Powhatan Secondary E and S Plan	5/ 3/2000
SP-136-99	Busch Corp. Ctr. - Quarterland Commons, Phase 9	4/28/2000
SP-139-99	Strawberry Plains Center	6/ 1/2000
SP-001-00	Longhill Station Temporary Pump Station/Forcemain	5/ 9/2000
SP-009-00	RE Berry Contractor Yard and Warehouse	5/ 4/2000
SP-012-00	Longhill Road - American Tower Co-Location	5/16/2000
SP-013-00	A-B Brewery, Transportation Advantage, Ph. 2	5/16/2000
SP-016-00	Williamsburg Place Expansion	5/22/2000
SP-021-00	Ford's Colony Golf Course Comfort Station	5/ 1/2000
SP-028-00	Season's Trace Tower Co-Location	5/ 3/2000
SP-030-00	Williamsburg Winery Force Main	5/ 8/2000
SP-047-00	PrimeCo Co-location at Brick Bat Road	5/ 3/2000
SP-050-00	Williamsburg Plantation Ph 1, SP Amendment	5/12/2000
SP-051-00	Busch Gardens Escape from Pompeii Gift Shop Awning	5/ 4/2000
SP-052-00	Powhatan Plantation Snack Bar Addition	5/11/2000
SP-053-00	Zooms Gas Station #3	5/ 1/2000
SP-054-00	Rawls Byrd Elementary School Learning Shelter	5/ 3/2000

D. EXPIRED

SP-043-98	Fenwick Hills Pump Station & Off-Site Sewer
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II. SUBDIVISION PLANS

A. PENDING PRELIMINARY APPROVAL

S-038-97	Busch Corporate Center - Wheat Center
S-062-98	Ball Metal Conservation Easement
S-104-98	Skiffes Creek Indus. Park, VA Trusses, Lots 1,2,4
S-013-99	JCSA Mission Bank ROW Acquisition
S-074-99	Longhill Station, Section 2B
S-081-99	Stonehouse, Bent Tree, Sect. 5B, Ph. 3 Dev Plans
S-086-99	Peleg's Point, Section 5
S-097-99	Waterford at Powhatan Sec., Natural Open Space
S-103-99	Greensprings West, Phase 3
S-110-99	George Wright & City of Newport News BLA
S-125-99	Grove Hill Estates Section 3
S-004-00	Powhatan Enterprises BLA
S-006-00	Ewell Station, Lots 1, 4 & 5
S-020-00	Powhatan Place Townhomes
S-024-00	Neck-O-Land Farm, Parcel C
S-025-00	Villages at Westminster, Phase 5, Section 2
S-027-00	Ethel Davis Estate
S-029-00	Kingsmill - Sandy's Fort, LPZ 7 & Lot 24
S-030-00	Vineyards at Jockey's Neck Ph 3 Dev Plans
S-034-00	The Pointe at Jamestown, Phase 2 Dev Plans
S-035-00	Mulberry Place
S-036-00	Casey property subdivision & BLE - Windsor Meade
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S-039-00	Portion of Casey Limited Company @ Tewning Rd
S-040-00	Westmoreland Sections 3 & 4
S-041-00	Powhatan Secondary, Phase 6B

B. PENDING FINAL APPROVAL

EXPIRE DATE

S-023-97	Fenwick Hills, Phase I	2/ 9/2001
S-077-97	Landfall at Jamestown, Phase 5	4/23/2001
S-003-99	Stonehouse, Bent Tree, Sect 5B, Ph. 1 Dev Plans	4/26/2002
S-039-99	Harwood - Pine Grove	6/24/2000
S-042-99	Stonehouse - Bent Tree, Sect. 5B, Ph. 2 Dev Plans	9/ 2/2000
S-078-99	Powhatan of Williamsburg Secondary Phase 6-A	10/ 4/2000
S-079-99	Wellington Section 1	3/29/2001
S-080-99	Ford's Colony Section 32 Dev Plans	9/ 6/2000
S-104-99	Ford's Colony, Section 31, Lots 82-142	12/ 6/2000
S-127-99	Wexford Hills Phase 2 and 3 Dev. Plans	2/ 7/2001
S-007-00	Governor's Land, Parcel A, #51 and #47	4/ 4/2001

C. FINAL APPROVAL

DATE

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S-016-00	Villages at Westminster, Phase 5, Section 1	5/ 5/2000
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S-022-00	CMM Properties (Tidewater Phys Therapy)	4/27/2000
S-026-00	Busch Corporate Center, Parcel C	4/27/2000

S-031-00	Forrest Heights Road LLE lots 20 & 21	5/ 2/2000
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D. EXPIRED

S-126-98	Powhatan Woods, Phase 2, Development Plans
S-050-99	Stonehouse, Bent Tree, Phase 1

III. Development Review Committee Report

Case SP-34-00

The Pointe at Jamestown

Dawn Lemon of DJG, Inc. has requested that the Planning Commission approve a 93 lot subdivision to be located approximately 1200' from the intersection of Jamestown Road (Route 31) and 4-H Club Road (Route 680); located in the Berkeley District. The property is zoned R-2, General Residential; and is designated Low Density Residential on the JCC Comprehensive Plan. The property can be further identified as parcel No. (1-3) on the James City County Real Estate Tax Map No. (46-1). This case comes to the Development Review Committee because Section 19-23 of the Subdivision Ordinance specifies that the Development Review Committee review major subdivisions with greater than 50 lots.

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Case SP-35-00

Mulberry Place

Mr. Charles Records of AES Consulting has requested on behalf of ADI, Associated Developers, Inc. That the Planning Commission approve a 50 lot subdivision on Centerville Road, south of its' intersection with Longhill Road and north of D.J. Montague Elementary School. The property is zoned R-2: General Residential; and is designated Low Density and Moderate Density on the JCC Comprehensive Plan. The property can be further identified as parcel No. (1-33, 34, 36, 42 and 43) on James City County Real Estate Tax Map No. (31-3). This case comes to the Development Review Committee because Section 19-23 of the Subdivision Ordinance specifies that the Development Review Committee review major subdivisions with greater than 50 lots. In addition, under Sections 24-266 (f) and (g), the Planning Commission must review and approve any structural BMPs and drainage improvements in the required buffers.

Action: The DRC recommended preliminary approval of lots 1-14 and 32-50 and recommended that preliminary approval be granted for the remaining lots when staff is satisfied with the conclusion of the Archeology work. The DRC also agreed that the grass swells would be moved into lots, and staff and the applicant would work to minimize the effect of the sediment trap and pond on the buffer, these items will come back to the DRC.

Case SP-86-99

Greensprings Plantation RV Lot

Mr. Kenneth Jenkins, of Rickmond Engineering has requested that the Planning Commission approve Greensprings Plantation RV Lot to be located on Monticello Avenue next to the proposed fire station. The property is zoned R-4; Planned Community, with proffers, and is designated Rural Lands on the JCC Comprehensive Plan. The property can further be identified as parcel No. (1-1) on James City County Real Estate Tax Map No. (46-1). This case comes to the Development Review Committee because the Greensprings proffer agreement states that any outdoor storage areas within the Fire Station and Maintenance Facility shall be screened with a fence approved by the Development Review Committee.

Action: The DRC recommended that the Planning Commission approve this case.

Memorandum

To: Development Review Committee Members
From: Tammy Rosario, Senior Planner
Date: June 2, 2000
Re: S-20-00 Powhatan Townhomes

Enclosed is the staff report and plan for Powhatan Townhomes. There will be a short meeting to discuss this case at **6:30 PM in the Building C Board Room** prior to the Planning Commission meeting on **Monday June 5, 2000**.

Please call me if you have any questions.

Thank You

SCALE
1"=40'

40' LANDSCAPE
PROTECTION ZONE
(required by proffers)

A UNIT HVAC UNIT
LOCATION (TYP)

UNIT A

- (1) AGS
- (1) Lochz
- (5) AGS
- (18) LMBB

PLANTINGS
(UNITS)

Approx. ROW 33'
boundary of
SD avg
LANDSCAPE
BUFFER

- (1) HygUA
- (1) Ceca
- (5) Pita
- (1) Ceat
- (1) Avac

- (1) Cosp
- (1) Anu
- (2) Ceca
- (1) LiveA
- (2) LiveS
- (1) Chvi
- (2) IlopS

- (1) Amia
- (10) Myce
- (1) Hate
- (3) Cule
- (2) Amia
- (1) Chvi
- (3) LiveS

- (3) Myce
- (1) Chvi
- (4) Iligi
- (1) Avac
- (3) Pita

- (1) Ceca
- (12) Myce
- (2) IlopS

- (3) Amia
- (1) Anu
- (1) LiveA
- (3) LiveS

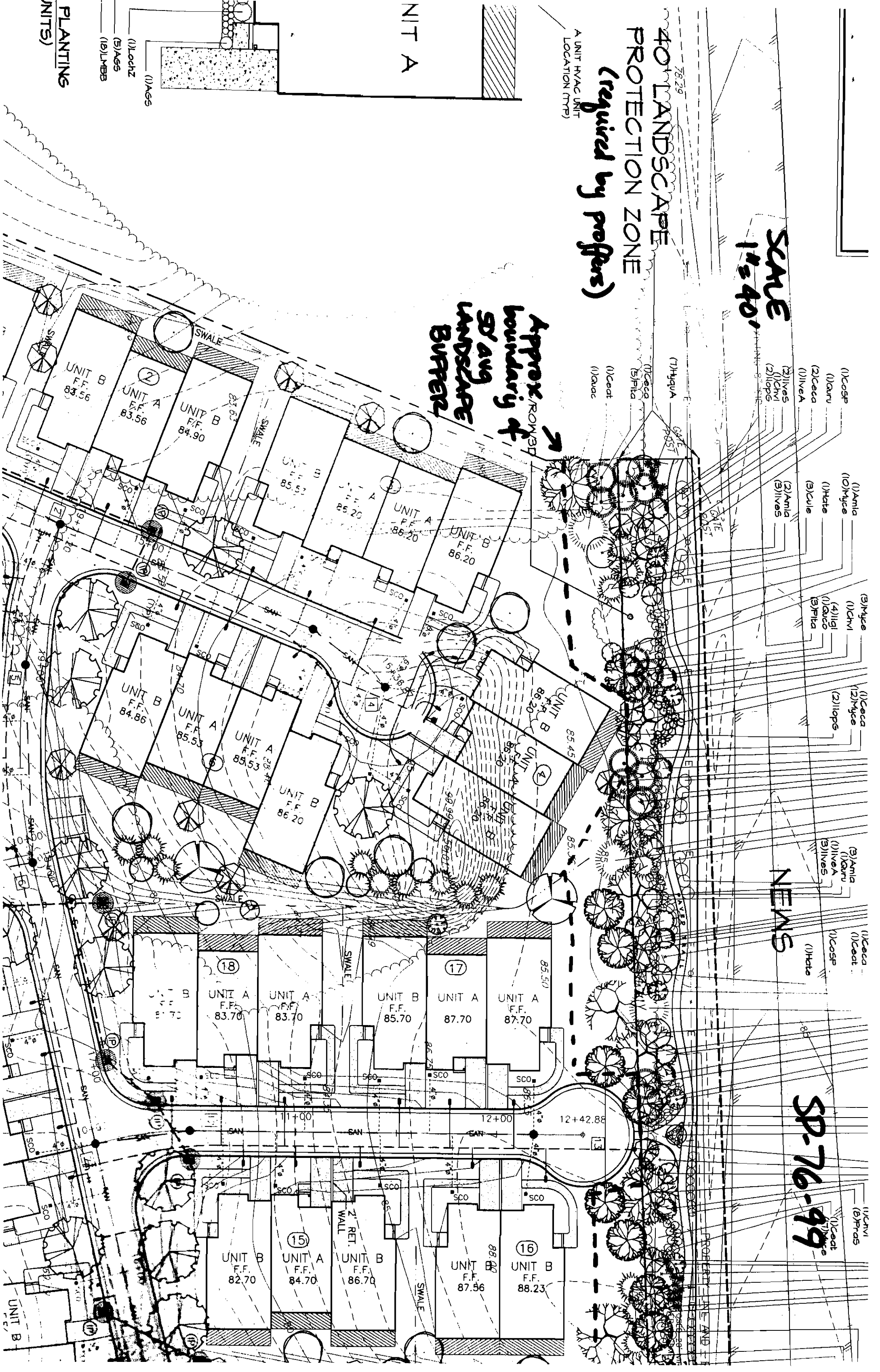
NEWS

- (1) Ceca
- (1) Ceat
- (1) Cosp
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- (1) Chvi
- (5) Fras

- (1) Ceat
- (17) Myce

SP-76-99



(1) Hate

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7

(1) Gauco

3

10/2

SP-76-99

Approx
boundary
of SW and
landscape
Duffel

JAMES CITY COUNTY DEVELOPMENT REVIEW COMMITTEE REPORT May 31, 2000

I. SITE PLANS

A. PENDING PRELIMINARY APPROVAL

SP-132-98	Exxon at Centerville
SP-144-98	Williamsburg Pottery Warehouse/Retail Building
SP-045-99	Lightfoot Flea Market SP Amendment
SP-085-99	Villages at Westminster Recreation Center Amend.
SP-090-99	Centerville Bus Shelter
SP-095-99	Greensprings Greenway Phase 2
SP-114-99	Wellington Lift Station and Foremain
SP-115-99	Nextel Communications Tower Amendment
SP-116-99	New Town Williamsburg James City County Courthouse
SP-140-99	Weathercrafters Expansion
SP-005-00	JCSA Well Facility W-33 Modification
SP-022-00	Super 8 Van-Accessible Parking Relocation
SP-023-00	JCSA Water Main on Jamestown Road
SP-027-00	Seasons of Williamsburg
SP-035-00	JCSA-Newport News Waterworks Interconnection
SP-038-00	JCSA Warhill Sewer Ext (Mallard Hill/Longhill Sta)
SP-039-00	St. Martin's Episcopal Church
SP-040-00	JCC District Park Sports Complex Concession Stands
SP-042-00	Ironbound Road Sidewalk
SP-049-00	Kingsmill - Wickham's Grant, Storage Building
SP-055-00	Lafayette High School Trailers
SP-056-00	Jamestown High School Trailers
SP-057-00	Williamsburg Heating and Air Conditioning
SP-058-00	Camp Chickahominy Shelter
SP-059-00	Captain George's SP Amendment -- Gazebo
SP-060-00	Stonehouse Community Rec Center SP Amendment
SP-061-00	Ford's Colony Surplus Parking Area SP Amendment
SP-062-00	Powhatan Office Park SP Amendment
SP-063-00	Monticello Branch
SP-064-00	Ford's Colony Golf Cart Staging Area SP Amendment
SP-065-00	Ford's Colony Golf Course Comfort Station SP Amend
SP-066-00	Ford's Colony Berm Plan @ Centerville & Blackheath
SP-067-00	Busch Gardens Royal Palace Lighting Catwalk Addtn
SP-068-00	Jamestown Road Sidewalk Plan
SP-069-00	Williamsburg Pottery Non-Potable water line

B. PENDING FINAL APPROVAL

EXPIRE DATE

SP-061-99	Brandon Woods, Phase 2 Condominiums	11/ 2/2000
SP-065-99	King of Glory Lutheran Church Fenced Playgorund	6/23/2000
SP-086-99	Greensprings Plantation Recreational Vehicle Lot	8/ 4/2000
SP-094-99	UCP Limited Partnership	10/ 4/2000

SP-118-99	Smith Memorial Baptist Church Family Life Center	12/ 7/2000
SP-124-99	Williamsburg Dodge	3/ 6/2001
SP-127-99	Prime Retail Outlet Expansion	1/ 5/2001
SP-143-99	Wexford Hills Well W-28 No. 2	5/18/2001
SP-008-00	Williamsburg Crossing - Riverside Pump Station Am.	2/28/2001
SP-011-00	Carolina Furniture Warehouse	3/ 1/2001
SP-017-00	Kingsmill, River Bluffs, Phase 1, SP Amendment	3/ 8/2001
SP-019-00	Fenwick Hills Pump Station	2/21/2001
SP-020-00	J.W. Crossing	4/ 3/2001
SP-024-00	Faith Baptist Church SP Amendment	3/27/2001
SP-032-00	JCSA - Well Facility W-1, System Improvements	4/ 6/2001
SP-037-00	Scavenger's Paradise Storage Shed	4/ 6/2001
SP-041-00	Advanced Vision Institute	5/ 3/2001
SP-043-00	Ford's Colony Chisel Run Pond Bridge Amendment	5/ 1/2001
SP-045-00	Walmart	4/ 3/2001
SP-046-00	Design Master Associates, Inc.	5/ 1/2001
SP-048-00	HRSD Williamsburg Treatment Plant Odor Control	5/ 4/2001

C. FINAL APPROVAL

DATE

SP-047-99	Stonehouse Commerce Park - John Deere	5/ 3/2000
SP-122-99	Powhatan Secondary E and S Plan	5/ 3/2000
SP-136-99	Busch Corp. Ctr. - Quarterland Commons, Phase 9	4/28/2000
SP-139-99	Strawberry Plains Center	6/ 1/2000
SP-001-00	Longhill Station Temporary Pump Station/Forcemain	5/ 9/2000
SP-009-00	RE Berry Contractor Yard and Warehouse	5/ 4/2000
SP-012-00	Longhill Road - American Tower Co-Location	5/16/2000
SP-013-00	A-B Brewery, Transportation Advantage, Ph. 2	5/16/2000
SP-016-00	Williamsburg Place Expansion	5/22/2000
SP-021-00	Ford's Colony Golf Course Comfort Station	5/ 1/2000
SP-028-00	Season's Trace Tower Co-Location	5/ 3/2000
SP-030-00	Williamsburg Winery Force Main	5/ 8/2000
SP-047-00	PrimeCo Co-location at Brick Bat Road	5/ 3/2000
SP-050-00	Williamsburg Plantation Ph 1, SP Amendment	5/12/2000
SP-051-00	Busch Gardens Escape from Pompeii Gift Shop Awning	5/ 4/2000
SP-052-00	Powhatan Plantation Snack Bar Addition	5/11/2000
SP-053-00	Zooms Gas Station #3	5/ 1/2000
SP-054-00	Rawls Byrd Elementary School Learning Shelter	5/ 3/2000

D. EXPIRED

SP-043-98	Fenwick Hills Pump Station & Off-Site Sewer
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II. SUBDIVISION PLANS

A. PENDING PRELIMINARY APPROVAL

S-038-97	Busch Corporate Center - Wheat Center
S-062-98	Ball Metal Conservation Easement
S-104-98	Skiffes Creek Indus. Park, VA Trusses, Lots 1,2,4
S-013-99	JCSA Mission Bank ROW Acquisition
S-074-99	Longhill Station, Section 2B
S-081-99	Stonehouse, Bent Tree, Sect. 5B, Ph. 3 Dev Plans
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III. Development Review Committee Report

Case SP-34-00

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Case SP-86-99

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Action: The DRC recommended that the Planning Commission approve this case.

Subdivision 20-00

Powhatan Place Townhomes

Staff Report for the June 5, 2000 Development Review Committee Meeting

SUMMARY FACTS

Applicant:	Mr. Stephen Romeo, Langley and McDonald	
Land Owner:	The Breeden Companies, Inc.	
Proposed Use:	59 Townhouses	
Location:	4461 News Road near the southeast corner of News Road and Old News Road in Powhatan Secondary	
Tax Map/Parcel:	(38-3)(1-12)	
Primary Service Area:	Inside	
Parcel Size:	9.15 acres	
Existing Zoning:	R-4, Residential Planned Community	
Comprehensive Plan:	Low Density Residential	
Reason for DRC review:	The DRC previously reviewed this proposal as a site plan. Originally, the site plan showed several building locations within the construction setback and have an 50' average landscape buffer along News Road. The DRC and staff worked with the applicant to delete two units, to allow three units to intrude into the construction setback, and to expand the landscape buffer where possible to meet the 50' average requirement. Now the applicant has submitted a subdivision plan for this site that staff feels does not meet the intent of the previous DRC decisions regarding the site plan.	
Staff Contact:	Tamara A. M. Rosario	Phone: 253-6685

STAFF RECOMMENDATION

The applicant has submitted a subdivision plan for Powhatan Place Townhomes, based on a site plan approved by the DRC this past summer. In the site plan review, the DRC approved building locations and the landscape buffer along News Road. The site plan did not include information on lot lines. The subdivision plan proposes to extend property lines into the landscape buffer, an issue which staff believes the DRC did not previously consider when approving the site plan.

As stated in the attached preliminary approval letter for this subdivision, staff recommended that the applicant revise the property lines so that the landscape buffer and LPZ (landscape preservation zone required by the proffers) were exclusive of lots. Staff recommended this for two reasons. First, it is staff's experience that landscape buffers are better protected when a homeowner's association (or other entity) controls a buffer area rather than when an individual property owner has control over a portion of a buffer

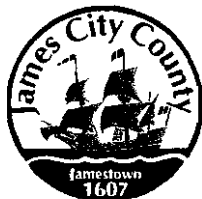
area. Property owners often ignore or are ignorant of restrictions regarding landscaping on their lots and therefore, clear areas they consider "their property." Since there is great flexibility in how property lines can be drawn in the R-4 zoning district, staff believes there is an opportunity to avoid this inevitable conflict altogether. Second, staff believes that DRC's intentions in approving the site plan would be better upheld if the buffer was exclusive of lot lines. Again, the intention is to create a largely undisturbed buffer for screening.

The applicant has responded to staff's comment stating that the lot lines have not been changed based on ordinance requirements and covenants existing on the property. Both the response letter and the covenants are attached for your review. Staff does not believe the covenants sufficiently protect the buffer as the County does not enforce covenants and cannot guarantee that they will be enforced by the homeowner's association.

Staff recommends the DRC require the applicant to revise the property lines to remain outside the landscape buffer.

Attachment:

- Copies of the site plan
 - Copy of the subdivision plan
 - Preliminary approval letter
 - Response letter
 - Covenants
-



DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

CODE COMPLIANCE
(757) 253-6626
codecomp@james-city.va.us

ENVIRONMENTAL DIVISION
(757) 253-6670
environ@james-city.va.us

PLANNING
(757) 253-6685
planning@james-city.va.us

COUNTY ENGINEER
(757) 253-6678
INTEGRATED PEST MANAGEMENT
(757) 253-2620

April 14, 2000

Mr. Stephen Romeo
Landmark Design Group, Inc.
4029 Ironbound Road, Suite 100
Williamsburg, Virginia 23188

RE: S-20-00. Powhatan Place Townhomes

Dear Mr. Romeo:

This is to confirm that preliminary approval has been granted to the above-referenced subdivision contingent upon the following comments:

Planning

1. In order to ensure that the LPZ required by the proffers and landscape buffers required by the Zoning Ordinance are protected from disturbance, please revise the property lines to make these areas exclusive of lots. Both the LPZ and landscape buffer areas should be common area.
2. Please show and note the trails on the plat.
3. Please label the common parking areas on the plat.
4. In the Owner's Certificate, the subdivision is referred to as "Powhatan Townhomes"; however, in the title the subdivision is referred to as "Powhatan Place." Please revise so that the two names match.
5. The owner's signature must be notarized. Please ensure that the notarization date matches the owner's signature date.
6. Please add the note, "Unless otherwise noted, all drainage easements designated on this plat shall remain private."
7. Please include a private streets declaration in accordance with Sections 19-14 and 19-29(j) of the Subdivision Ordinance.
8. Please provide GIS data in accordance with Section 19-29(l) of the Subdivision Ordinance.

Code Compliance

Please add a note which states, "All rooms (including sun rooms, screen porches,

etc.) which incorporate both a floor and a roof structure shall not be any closer to a property line than provided for in the building code in place at the time of its improvement."

Environmental Division

Comments will be forthcoming.

JCSA

Plat is approved per design drawing for JCSA water and sewer easements. The plat must be revised by the developer if during construction, easement locations change or during review of record drawing, problems are found.

Please revise the subdivision plans to reflect the above comments and submit eight copies to our office for review. Preliminary approval will expire one year from the preliminary approval date. During that time the subdivider must receive approval of and record the final plat and plans in accordance with Section 19-30 of the Subdivision Ordinance. Failure to do so shall make preliminary approval null and void; however, the subdivision agent may grant an extension of this time limit if the subdivider provides a written request, including the reasons for seeking an extension, prior to the expiration date.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Tamara A. M. Rosario".

Tamara A. M. Rosario
Senior Planner

Larry S. Barry, P.E., President
Norman H. Mason, L.S., Secretary
William J. Cashman, A.I.C.P.
Kenneth A. Dierks
Robert P. Kerr, R.E.P., P.W.S.
Tom B. Langley, P.E., L.S.

LANDMARK DESIGN GROUP

Clayton E. Massey, P.E.
Charles R. Orsborne, L.S.
Vaughn B. Rinner, C.L.A.
Stephen A. Romeo, L.S.
Mark W. Strickland, P.E.

May 3, 2000

Ms. Tamara A. M. Rosario
Department of Development Management
James City County
P.O. Box 8784
Williamsburg, VA 23187-8784



Re: Powhatan Place Townhomes
Case No. S-20-00

Dear Ms. Rosario:

On behalf of the Owner/Developer of the referenced project, we are resubmitting with this letter, twelve copies of the subdivision plat. The following responses correspond to your April 14, 2000 letter:

PLANNING

1. This is inconsistent with other areas within the Powhatan of Williamsburg Secondary development and not justified through Ordinance requirement. In addition, we have forwarded a copy of the recorded restrictive covenants that this property is subject to and which we believe to be adequate to control activities within the areas you are concerned about. It has been effective in every other phase of this development, therefore, no changes have been made to the plat regarding this comment.
2. Approximate location of proposed nature trail has been added and noted on plat.
3. Common parking areas are noted.
4. Name of subdivision has been corrected to reflect final name.
5. Owner's signature has been notarized.
6. Drainage easement note has been added.
7. Note regarding private streets has been added in accordance with Sections 19-14 and 19-29 (j) of the Subdivision Ordinance.
8. GIS data for this subdivision has been copied onto the disk accompanying this letter and a 200 scale overall plot of the GIS information has been provided.

CODE COMPLIANCE

This note has not been required on any other subdivision plats within this development and is not justified through Ordinance requirement. Further, the building permit process should provide the checks necessary to accomplish the objective of the note and any addition to the building(s) are subject to the same process and the restrictive covenants, therefore, no changes have been made to the plat regarding this comment.

Ms. Tamara A. M. Rosario
Department of Development Management
James City County

May 3, 2000

Page 2

ENVIRONMENTAL

1. A Subdivision Agreement requirement is acknowledged.

If you need further clarification or need to discuss any of our responses, please contact us at 253-2975.

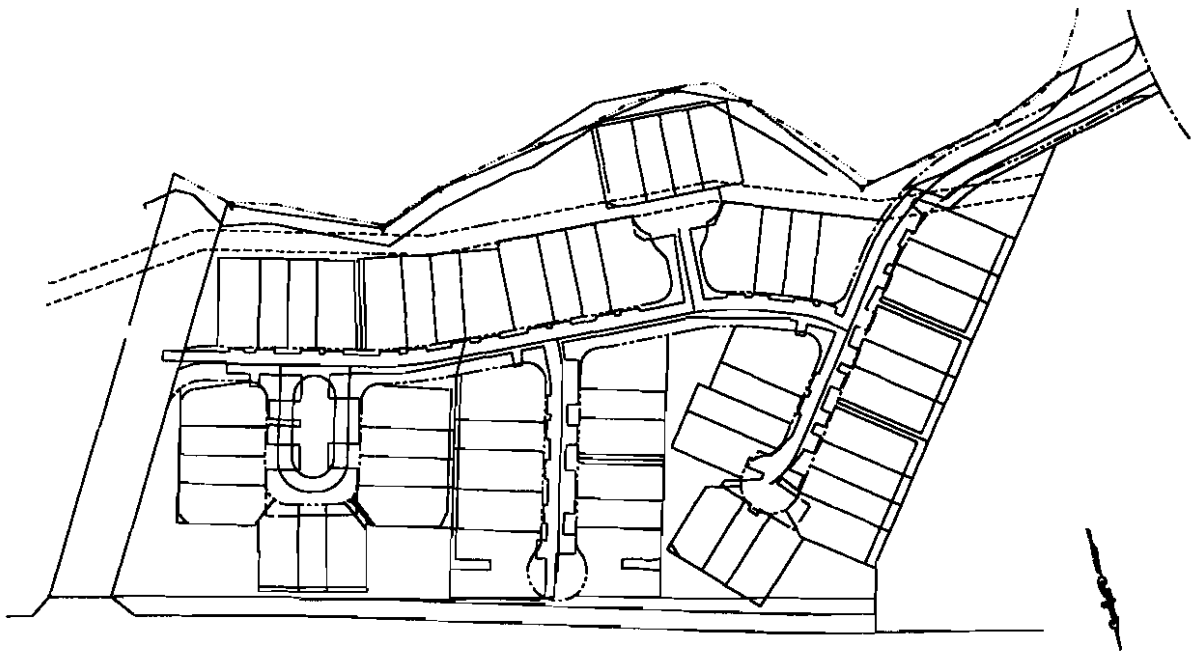
Best regards,

The LandMark Design Group Inc.

A handwritten signature in black ink, appearing to read "Stephen A. Romeo".

Stephen A. Romeo, L.S.
Principal

Cc: Ms. Mary Tanner
File 1980232-000.24



DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 27th day of July, 19 81, by POWHATAN ENTERPRISES, INC., a Virginia Corporation, hereinafter called Developer.

W I T N E S S E T H :

WHEREAS, Developer is presently the owner of the real property in James City County, Virginia, west of the City of Williamsburg, shown on the hereinafter referred to Master Plan of Powhatan of Williamsburg Secondary, and desires to create thereon a planned community to be known as Powhatan of Williamsburg Secondary (referred to herein as "Powhatan") of high environmental quality, respecting existing natural amenities, ecologically sensitive areas and important historic elements and intends to develop the community in accordance with the Master Plan hereinafter defined; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the Properties and improvements thereon; and to this end, desires to subject a portion of the real property presently owned by it described on Exhibit "A" together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the owners thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, Developer has incorporated under the laws of the State of Virginia the Powhatan Community Services Association as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions. Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as same may from time to time be amended.

Original mailed ~~recorded~~ by Darrell Miller

13185 Warwick Blvd. Newport News, Virginia 7/2/81

Section 2. "Association" shall mean and refer to Powhatan Community Services Association, its successors and assigns.

Section 3. "Developer" shall mean and refer to Powhatan Enterprises, Inc., and its assigns, together with any successor to all or substantially all of its business of developing the Properties.

Section 4. "Powhatan Master Plan" shall mean and refer to the conceptual Master Plan of Powhatan prepared by Langlay and McDonald, Engineers, Planners and Surveyors, Virginia Beach, Virginia, dated April 1978, consisting of (i) map plan drawing and (ii) written statement of overall recreational concept, as may be revised from time to time by agreement between developer and Planning Department of James City County, Virginia.

Section 5. "The Properties" shall mean and refer to all real property described on Exhibit "A" attached hereto, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 6. "Common Area" shall mean and refer to those areas of land now or hereafter conveyed to the Association or shown on any recorded subdivision plat of the Properties and improvements thereon, which are intended to be devoted to the common use and enjoyment of the Members.

Section 7. "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 8. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of Common Area as heretofore defined. The term shall include a condominium Living Unit where such may occur.

Section 9. "Multifamily Structure" shall mean and refer to a structure with two or more Living Units under one roof, except when such Living Unit is situated upon its own individual Lot as defined herein.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of the fee simple title to any Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

Section 12. "Parcel" shall mean and refer to all platted subdivisions of one or more Lots which are subject to the same Supplementary Declaration.

Section 13. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to a Parcel and contains such complementary provisions for such Parcel as are herein required by this Declaration.

Section 14. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as same may be from time to time amended.

Section 15. "Board of Directors" shall mean the then duly constituted board of directors of the Association.

Section 16. "Member" shall mean any Owner and any lessee of a Living Unit constructed on any Lot who holds a written lease having an initial term of at least twelve (12) months.

Section 17. "Limited Common Area" shall mean and refer to those areas of land now or hereafter conveyed to the Association or shown on any recorded subdivision plat of the Properties and improvements thereon, which are intended to be devoted to the common use and enjoyment of those Members with respect to Living Units located within the Parcel to which the use of said Limited Common Area is restricted, in accordance with the terms of the Supplementary Declaration applicable to that Parcel.

The term Limited Common Area shall refer both to areas which are restricted to all Members located within a single Parcel, and to areas restricted to the use of less than all of the Members located within a single Parcel.

ARTICLE II

Property Subject to This Declaration and Additions Thereto.

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in James City County, Virginia, and is more particularly described in Exhibit "A".

Section 2. Additions to Existing Property. Added properties may become subject to this Declaration in the following manner:

(e) Additions by the Developer. The real property described in Exhibit "A" attached hereto is the first phase of the planned community known as Powhatan, as contemplated by the Powhatan Master Plan. The Developer, its successors and assigns, shall have the

right to bring within the scheme of this Declaration additional properties in future stages of development which are a portion of Powhatan as illustrated in the Powhatan Master Plan. The properties thus added shall include but not be limited to areas and facilities (including lakes, trails, community and recreation areas and facilities and the like) which are devoted to the common use and enjoyment of all Members.

(b) Other Additions. Additional lands may be annexed to the Existing Property upon approval in writing of the Developer and of the Association, pursuant to a majority of votes of the Owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

The additions authorized under subsections (a) and (b) shall be made by the recording of one or more duly executed and acknowledged Supplementary Declarations of covenants and restrictions with respect to the additional property or, with respect to areas or facilities devoted to the common use and enjoyment of all Members, by deed of conveyance to the Association. The covenants for assessments set forth in Article IV of this Declaration shall be deemed to include the maintenance, operation and improvement of that portion of such additional properties devoted to common use and enjoyment of all Members from and after the time such properties are thus added.

(c) Mergers. No merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration within the existing property and in such event, the surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme.

ARTICLE III

Common Area. Section 1. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Owners' and Members' Rights of Enjoyment. Subject to the provisions hereof, every Owner shall have a right of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area.

Section 3. Extent of Owners' and Members' Easements. The Owners' and Members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area by guests of Owners and Members.

(b) the right of the Association to suspend the right of an Owner to use any portion of its facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member or Owner to use any portions of its facilities for a period not to exceed one hundred eighty (180) days for any other infraction of this Declaration or the Books of Resolutions which remains uncorrected after the last day of a period established for correction by the Association, such period to be stated in a notice to the Member or Owner together with a statement of the infraction complained of and the manner of its correction.


(c) the right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities.

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association.

Section 4. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the Books of Resolutions.

Section 5. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or his tenants or any of their guests, licensees, agents or members of their families, the Owner does hereby authorize the Association to repair such damaged area. The Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The costs of such repairs shall become a Special Assessment upon the Lot of such Owner.

Section 6. Title to Common Area. The Developer may retain the legal title to the Common Area or portion thereof until such time as it has completed improvements thereon, but notwithstanding any provision herein, the Developer hereby covenants that it shall convey the Common Area to the Association, free and clear of all liens and financial encumbrances, not later than two years from the date such Common Area or portion thereof is subjected to this Declaration. Members and Owners shall have all the rights and obligations imposed by the Declaration with respect to portions of



the Common Area from and after the time such portions of the Common Area are subjected to this Declaration, except that prior to such conveyance the Association shall be liable for payment of taxes, insurance and maintenance costs with respect thereto.

Section 7. Obligations of the Association. The Association, subject to the rights of the Owners set forth in the Declaration as it may be amended from time to time, any Supplementary Declaration which may be applicable, or any deed, shall be responsible for the exclusive management and control of the Limited Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 8. Owners' and Members' Rights of Enjoyment. Subject to the provisions hereof, every Owner who is entitled to the use of a Limited Common Area shall have a right of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member who is entitled to the use of a Limited Common Area shall have a right to enjoyment in the Limited Common Area.

Section 9. Extent of Owners' and Members' Easements. The Owners' and Members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Limited Common Area by guests of Owners and Members.

(b) the right of the Association to suspend the right of an Owner to use any portion of its facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member or Owner to use any portions of its facilities for a period not to exceed one hundred eighty (180) days for any other infraction of this Declaration or the Books of Resolutions which remains uncorrected after the last day of a period established for correction by the Association, such period to be stated in a notice to the Member or Owner together with a statement of the infraction complained of and the manner of its correction.

(c) the right of the Association to mortgage any or all of the facilities constructed on the Limited Common Area for the purposes of improvements or repair to Association land or facilities.

(d) the right of the Association to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association.

Section 10. Delegation of Use. Any Member may delegate his right of enjoyment to the Limited Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the Books of Resolutions.

Section 11. Damage or Destruction of Limited Common Area by Owner. In the event any Limited Common Area is damaged or destroyed by an Owner or his tenants or any of their guests, licensees, agents or members of their families, the Owner does hereby authorize the Association to repair such damaged area. The Association shall repair said damaged area in a good workman-like manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The costs of such repairs shall become a Special Assessment upon the Lot of such Owner.

Section 12. Title to Limited Common Area. The Developer may retain the legal title to the Limited Common Area or portion thereof until completion of improvements thereon, the notwithstanding any provision herein, the Developer hereby covenants that it shall convey the Limited Common Area to the Association, free and clear of all liens and financial encumbrances but subject to any licensees for use which may have been reserved, not later than two years from the date such Limited Common Area or portion thereof is subjected to this Declaration. Members and Owners shall have all the rights and obligations imposed by the Declaration with respect to portions of the Limited Common Area from and after the time such portions of the Limited Common Area are subjected to this Declaration, except that prior to such conveyance the Association shall be liable for payment of taxes, insurance and maintenance costs with respect thereto.

Section 13. Assessments with Respect to Limited Common Areas. Each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as shall be levied with respect to Limited Common Areas applicable to the Parcel wherein such Owner's Lot is located.

Such assessments shall be those established in accordance with Section 3 and 5 of Article IV hereof, and Section 2 of Article VII hereof.

Assessments with respect to Limited Common Areas shall be limited to those Owners located within the Parcel to which such Limited Common Areas are applicable, in accordance with the terms of the Supplementary Declaration applicable to that Parcel.

ARTICLE IV

Covenant for Maintenance Assessments. Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, (3) annual or special parcel assessments or charges, such assessments to be established and collected as hereinafter provided, and (4) special assessments provided for in Article IV Section 5 and Article VII Section 2 hereof.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Area or Limited Area or abandonment of his Lot.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties, to enhance the environment, and, in particular for the improvement, maintenance and operation of the Common Area and facilities together with such Areas and facilities as may from time to time be designated as future Common Areas.

(b) Basis for Assessment.

(1) Lots. Each lot upon which there has been erected a living unit which is certified for occupancy by James City County shall be assessed at a uniform rate. All other lots which have been conveyed to an Owner other than the Developer shall be assessed at a uniform rate not to exceed one hundred percent (100%) of the rate for lots upon which there are living units certified for occupancy.

(2) Developer-owned Property. The Developer shall not be obligated to pay an annual assessment on lots it owns upon which no living unit certified for occupancy has been erected.

(c) Maximum Annual Assessment.

(1) Until January 1, 1982, the maximum annual general assessment shall not exceed \$240.00 per lot on which there has been erected a living unit certified for occupancy.

(2) From and after January 1st of the third year immediately following the commencement of assessments, the Board of Directors may each year increase the maximum annual assessment rate, to become effective the first day of the next fiscal year.

(3) From and after January 1st of the third year immediately following the commencement of assessments, the assessment basis and/or the maximum annual general assessment may be changed by a vote of the Developer and two-thirds majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

(d) Method of Assessment. By a vote of a majority of the members of the Board of Directors, the amount of the annual assessments shall be fixed in the manner set forth above, which amount shall be sufficient to meet the obligations imposed by this Declaration and all other obligations created or assumed by the Association with respect to the Properties; provided, however, that such amount shall not exceed the maximum permissible assessment provided above. The Board of Directors shall set the date(s) such amounts shall become due.

Section 3. Parcel Assessments.

(a) Purpose of Assessment. Parcel assessments shall be used for such purposes as are authorized by the Supplementary Declaration for the given Parcel.

(b) Method of Assessment. The assessment shall be levied by the Association against Lots in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel, and collected and disbursed by the Association. By a vote of two-thirds of the directors, the Board shall fix the annual parcel assessment for each Parcel, and date(s) such assessments become due.

Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next five succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including equipment, fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Developer and of a majority of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose.

Section 5. Special Parcel Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy in any assessment year, for that year and not more than the next five succeeding years, a special assessment against the Lots of the Parcel for the purpose of defraying, in whole or in

part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel for the use and benefit of the Owners of Lots in such Parcel, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Developer and a majority of the votes of the Owners of Lots in the Parcel who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence with respect to any lot or living unit within a Parcel on the first day of the month following conveyance of the first Lot in the Parcel to an Owner who is not the Developer. The initial annual assessment on any Lot or Living Unit shall be adjusted according to the number of whole months remaining in the fiscal year.

Section 7. Effect of Nonpayment of Assessments; Remedies of Association. Any assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors, bear interest from the due date at the maximum contract interest rate provided by law. The lien of the assessments provided for herein, whether or not notice has been placed of record as herein-after provided, may be foreclosed by a bill in equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and delinquency, if any, due on a particular Lot. The Association may bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest and costs of any such action (including reasonable attorney's fees) shall be added to the amount of such assessment.

Section 8. Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages. There shall be a continuing lien upon each of the individual Lots herein, in order to secure the payment of any of the assessments provided under this Declaration, but such lien shall be at all times subject and subordinate to any first or second mortgages or deed of trust placed on the property at any time; except that, at such time as the Association places to record a notice of delinquency as to any particular Lot at such place as instruments of conveyance and liens are recorded for such Lot on a form prescribed by the Board of Directors, then, from time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or second mortgages or deeds of trust placed of record subsequent to the date of said notice in the same manner as the lien of a docketed judgment in the State of Virginia. Sale or transfer of any Lot shall not affect any lien provided for hereunder.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) all Limited Common Areas; and (4) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

Section 10. Annual Budget. The Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

ARTICLE V

Architectural Control. Section 1. Architectural and Land Preservation Board. An Architectural and Land Preservation Board (hereinafter called "ALPB") consisting of three or more persons shall be appointed by the Developer. At such time as the Developer's membership expires, the ALPB shall be appointed by the Board of Directors.

Section 2. Purpose. In accordance with the provisions of Article XII of the Powhatan Community Services Association By-Laws, the ALPB shall regulate the external design, appearance, use, location, and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to conserve existing natural amenities, ecologically sensitive areas and important historic elements.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the ALPB, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, improved, altered, made or done without the prior written approval of the ALPB.

Section 4. Procedures. In the event the ALPB fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications have been submitted in writing to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse ALPB decision to the Board of Directors, who may reverse or modify such decision by a two-thirds (2/3) vote of the directors.

ARTICLE VI

Use of Property. Section 1. Protective Covenants.

(a) General Restrictions. All Lots within the Properties shall be developed in accordance with the Powhatan Master Plan.

(b) Other Restrictions. All Lots within the Properties shall be subject to the standards established by the ALPB.

(1) regarding design, minimum side yard and set back, streets, parking and service areas, lighting, signs, special landscape treatment;

(2) to implement the purposes of the Powhatan Master Plan and of Article V, Section 2 and Section 4 of this Article;

(3) to interpret the covenants in this section, including but not limited to rules to regulate animals, antennas, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation.

Upon or before conveyance of the first Lot in any Parcel, the ALPB shall adopt the general rules and standards appropriate to that Parcel. Such general rules may be amended by a two-thirds (2/3) vote of the ALPB following a public hearing, for which due notice has been provided, and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions.

(c) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the owner from leasing a Living Unit to a single family, subject to all of the provisions of the Declaration. As used herein the term "single family" is defined to include only persons related by blood or lawful marriage.

(d) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots by any Owner other than the Developer without the written consent of Developer, and no portion less than all of any such Lot, shall be conveyed or transferred by an Owner other than the Developer provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.

(e) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(f) Exceptions. The ALPO may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board acts in accordance with adopted guidelines and procedures and can show good cause.

Section 2. Maintenance of Property. Each Owner shall keep all Lots owned by him and all frontage extending from the Lot lines to the edge of pavement and all improvements therein or thereon free of debris and in good order and repair, including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, excluding repair or replacement of paved swales, all in a manner and with such frequency as is consistent with good property management and so as not to detract from the overall beauty of the Properties and health and safety of Powhatan residents. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after notice to the Owner as provided in the By-Laws shall have the right to enter upon said Lot to correct any violation of this section stated in such notice. All costs related to such correction, repair or restoration may become a Special Assessment upon such Lot in the discretion of the Board of Directors, which shall notify the Owner of such Lot in writing in the event of the imposition of any such special assessment by the Board.

Section 3. Utility and Drainage Easements. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable easement and right of way

(i) to construct, maintain, inspect, replace and repair electric and telephone poles, wires, cables, conduits, sewers, pipes, water mains, other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television, cable, communications or other utilities or public conveniences on, over and under the rear ten (10) feet of each Lot and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision, and

(ii) for storm and surface water drainage, including the right to construct, maintain, inspect, replace and repair pipes, ditches, culverts and other suitable facilities for the disposition of storm and surface water drainage, on, over and under the rear ten (10) feet of each Lot and seven and one-half (7½) feet along both sides of each Lot, and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision. The easements provided in this Section 3(i) and (ii) shall include the right of ingress and egress thereto, and the right to cut any trees, brush and shrubbery, make any grading of soil, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. The rights herein reserved may be

exercised by any licensee of the Developer, but shall not be deemed to impose any obligation upon the Developer to provide or maintain any utility or drainage services.

Section 4. Landscape Protection Zones and Scenic Easements. It is the intent of the Developer to establish Landscape Protection Zones to be designated on plats hereafter filed for record in the Office of the Clerk of James City County. The ALPB shall establish restrictions for use of areas so designated, and scenic easements in order to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, beaches, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Powhatan Master Plan for development. The Developer hereby reserves the right of access upon such designated areas for the establishment and maintenance of improvements thereto.

Section 5. Historical Artifacts. The Developer hereby retains ownership rights to any historical artifacts discovered on or in any portion of the Properties. In the event such artifacts are discovered, before such artifacts shall be disturbed or removed notice shall be given to the Developer, and the Owner shall cooperate fully with the Developer to allow such artifacts to be removed.

ARTICLE VII

General Provisions. Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded.

Section 2. This Declaration may be amended at any time by an instrument of record after the written consent thereto by not less than seventy-five percent (75%) of the Owners and the Developer shall have been obtained.

Section 3. Enforcement. The Association, any Owner or the Developer shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 5. Limitations. As long as the Developer is likewise an Owner, the Association may not use its resources nor take a public position in opposition to the Powhatan Master Plan or to changes thereto proposed by the Developer without the written consent of Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups.

Section 6. Release of Negative Reciprocal Easements. All Owners acknowledge that the Developer owns real estate in James City County, Virginia, which may in some areas be contiguous to the Properties and may be shown on the Master Plan. No real estate shall be included within the schema of this Declaration, however, except the Properties and any additional properties added pursuant to Article II, Section 2 hereof as and when such properties are added. Each Owner, by his acceptance of this Declaration or the deed to his Lot, waives any right and interest he may have (i) in and to real estate not covered by this Declaration and (ii) to the enforcement of all or any portion of this Declaration, any Supplemental Declaration, and the Book of Resolutions against any such real estate.

IN WITNESS WHEREOF, POWHATAN ENTERPRISES, INC. has caused its name to be signed and its corporate seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

POWHATAN ENTERPRISES, INC.

By *William E. Seaman*
President

ATTEST:

William E. Seaman
Secretary

STATE OF VIRGINIA
City of Newport News, to-wit:

I, *Parula B. Daniels*, a Notary Public in and for the City and State aforesaid, whose commission expires on the 15th day of February, 1993, do hereby certify that *Lawrence E. Seaman* and *William E. Seaman*, the President and Secretary, respectively, of POWHATAN ENTERPRISES, INC., whose names are signed to the foregoing writing bearing date on the 27th day of July, 1981, have each acknowledged the same before me on my City and State aforesaid.

GIVEN under my hand this 27th day of July, 1981.

Parula B. Daniels
Notary Public

AGENDA

DEVELOPMENT REVIEW COMMITTEE

May 31, 2000

4:00 p.m.

**JAMES CITY COUNTY GOVERNMENT COMPLEX
Board Room, Building C**

1. Roll Call
2. Minutes -- Meeting of April 26, 2000
3. Cases
 - A. S-34-00 **The Pointe at Jamestown, Phase 2**
 - B. S-35-00 **Mulberry Place**
 - C. SP-86-99 **Greensprings Plantation RV Lot**
4. Adjournment