CERTIFICATE OF AUTHENTICITY

THIS IS TO CERTIFY THAT THE FOLLOWING ELECTRONIC RECORDS ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS OF JAMES CITY COUNTY GENERAL SERVICES DEPARTMENT- STORMW ATER DIVISION; WERE SCANNED IN THE REGULAR COURSE OF BUSINESS PURSUANT TO GUIDELINES ESTABLISHED BY THE LIBRARY OF VIRGINIA AND ARCHIVES; AND HA VE BEEN VERIFIED IN THE CUSTODY OF THE INDIVIDUAL LISTED BELOW.

BMPNUMBER: **MC019**

DATE VERIFIED: **May 9, 2016**

QUALITY ASSURANCE TECHNICIAN: **Charles E. Lovett II**

LOCATION: WILLIAMSBURG, VIRGINIA

Stormwater Division

MEMORANDUM

Date: April 4, 2012

To: Michael J. Gillis, Virginia Correctional Enterprises Document Management Services

From: Leah Hardenbergh

PO: 110426

Re: Files Approved for Scanning

General File ID or BMP ID:	**MC019**
PIN:	**4722100013**
Owner Name (if known):	**WESTRAY DOWNS**
Legal Property Description:	**L-13 S-5 WESTRAY DOWNS**
Site Address:	**3308 DARTMOOR COURT**

(For internal use only):

Box # ~~5~~ 4

Agreements (in file as of scan date): N Book or Doc #:

MC-019

Contents for Stormwater Management Facilities As-built Files

Each file is to contain:

1. As-built plan
2. Completed construction certification
3. Construction Plan
4. Design Calculations
5. Watershed Map
6. Maintenance Agreement
7. Correspondence with owners
8. Inspection Records
9. Enforcement Actions

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Scan into BMP file MC019

3/3 321

DECLARATION OF COVENANTS AND RESTRICTIONS OF

WESTRAY DOWNS SUBDIVISION 313 321

This Declaration, made this 15th day of July, 1986, by Colonial Capitol Development Company - Westray Downs, a Virginia general partnership, hereinafter called "Developer";

W I T N E S S E T H :

The Developer is presently the owner of certain real estate in the County of James City, the Commonwealth of Virginia, to be called Westray Downs Subdivison (hereinafter called "the Property" - shown in Appendix 'A' attached). The Developer desires to create on the Property a community of high environmental quality respecting existing natural amenities and ecologically sensitive areas.

The developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in this community and for the maintenance of the Property and improvements thereon; and, to this end, desires to subject a portion of the real property presently owned by it described in Appendix "A" together with such additions as may hereafter be made to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of said Property and the Owners thereof.

The Developer feels that, for the efficient preservation of the values and amenities in the subdivision, it is desirable to create an agency to which is delegated the powers of owning, maintaining and administering the Common Area and facilities, and such additional property as from time to time may be subjected to these Restrictions, administering and enforcing the Covenants and Restrictions, and collecting and disbursing the assessments and charges hereafter created while promoting the health, safety and

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non-profit corporation for the purpose of exercising these functions.

The Developer hereby declares that the real property described in Appendix "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Declaration" means the covenants, conditions and restrictions set forth in this Document, as it may from time to time be amended.

Section 2. "Association" means Westray Downs Community Association, Inc., its successors and assigns.

Section 3. "Developer" means Colonial Capitol Development Company.

Section 4. "The Property" means all real estate described in Appendix "A".

Section 5. "Common Area" means those areas of land now or hereafter conveyed to the Community Association.

Section 6. "Living Unit" means all or any portion of one or more structure(s) situated upon the Property designed and intended for occupancy as a residence by a single family.

Section 7. "Lot" means any plot of land shown upon any recorded subdivision map of the Property.

Section 8. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot including contract sellers and the Developer, but excluding those

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Section 9. "Corporate Records" means the documents containing the minutes and regulations and policies adopted by the Developer and/or the Board of Directors of the Community Association as may be amended from time to time.

Section 10. "Board of Directors" means the then duly constituted Board of Directors of the Community Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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 Appendix "A".

Section 2. Additions to Existing Property. The Developer may add property contiguous to the subject property at a later date. Added properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer, its successors and assigns, shall have the right to bring within the scope of this Declaration additional properties adjacent to or contiguous with the subject property at a later time as it becomes available as determined by the Developer.

(b) Other Additions. These restrictive covenants may be extended to additional property upon the execution of and recordation of a recordable document by the Developer to subject additional property to these covenants.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. An Architectural Control and Building

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Westray Downs Community Association. The Developer shall retain the right to function as the Architectural Control and Building Committee until such time as construction is started on sixty percent (60%) of the Lots in the development.

Section 2. Purpose. The Westray Downs Community Association Architectural Control and Building Committee shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such a manner 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.

The Architectural Control and Building Committee shall follow the general guidelines which are attached (Appendix "B") but shall have full, absolute, and complete subjective discretion to approve or disapprove proposed buildings and improvements on any Lot(s).

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 simple by the Developer to an Owner, shall be made or done without the prior approval of the Architectural Control and Building Committee, except as otherwise expressly provided in this Declaration.

Section 4. Procedures. In the event the Architectural Control and Building Committee 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 Architectural Control and Building Committee decision to the

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ARTICLE IV

USE OF PROPERTY

Section 1. Protective Covenants. All Lots shall be known and described as residential lots and shall be designated for single-family residential use. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached dwelling not to exceed two and one-half stories in height (excluding basement) and a private garage for not more than three (3) cars and such other outbuildings as may be approved by the Architectural Control and Building Committee. Colonial Capitol Development Company - Westray Downs and/or its agent shall be privileged to use any building or any Lot as a model house or office so long as no more than one such Lot is so used at any time.

Section 2. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots by any Owner other than the Developer without consent of the 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 corrections, deeds to resolve boundary line disputes, and similar corrective instruments.

Section 3. Minimum Dwelling Size. The ground floor area of any dwelling permitted on any Lot, exclusive of porches and garages, shall be not less than thirteen hundred fifty (1350) square feet for a one-story dwelling, nor less than one thousand (1000) square feet for a one and one-half story, two-story, or two and one-half story dwelling.

Section 4. Approval of Building Plans. No building or other improvement shall be erected, placed or altered on any Lot until construction plans and specifications (nature, kind, shape,

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external design with existing structures, and as to location on the Lot. No fence or wall shall be erected, placed or altered on said Lot unless similarly approved.

Section 5. External Fixtures. No Owner, resident, or lessee shall install wiring for electrical or telephone installation, radio, or television antennae, machines or air conditioning units, etc., on the exterior of any building or structure or in a way that causes same to protrude through the walls or the roof of any building except as authorized by the Developer or the Architectural Control and Building Committee. No Owner, resident or lessee shall install wiring or other apparatus for the installation or use of any type of television satellite dish or other satellite reception equipment.

Section 6. Specifications.

(a) No residence, outbuilding or garage shall be erected with any type of exterior wall finish other than brick, wood siding, wood shingles, or natural stone, or other materials approved by the Architectural Control and Building Committee. No foundation or basement facing shall be of any material other than brick or natural stone, or other material approved by the Architectural Control and Building Committee. All wood siding so required shall be solid, except that a laminated material such as plywood may be used on exterior ceilings or porches or overhang soffits, and any other suitable lasting material may be used on porch ceilings or overhang soffits. (Other exterior facing materials may be used only upon specific written approval, prior to construction, from the Developer or the Architectural Control and Building Committee.) A sample of the exterior finish material shall be submitted to the Developer or Architectural Control and Building Committee for approval prior to construction.

(b) No dwelling having a flat roof shall be constructed upon any Lot.

(c) Each dwelling which may be erected on any lot

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(d) In order to safeguard the natural beauty of the area, in the clearing of any and all said Lots, prior to, during or after construction, no debris, including trees, underbrush, etc., shall be burned on any of said Lots but shall be hauled away for burning or destruction elsewhere.

(e) No material shall be used for the construction of chimneys other than masonry-type materials.

Section 7. Parking. No dwelling shall be permitted to be erected on any of said Lots unless adequate provision for off-street parking for at least three (3) vehicles be provided upon such Lot. No parking shall be allowed in cul-de-sacs.

Section 8. Temporary Structures. No trailer, basement, tent, shack, barn, or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No trailer, tent, shack, or other temporary structure shall be permitted at any time on any Lot, except contractors' buildings or trailers, during construction of a permanent residence or roads, water and sewer lines.

Nor shall any school bus, or any truck over 3/4 ton rating be stored, parked or kept on any Lot for more than eight (8) hours. Any boat, boat trailer, camper, or camping trailer or other mobile living or recreational vehicle shall be appropriately screened from view from any street or road on which any Lots front, and such units shall not be used as living quarters while so stored or parked.

Inoperative or unlicensed cars, trucks, or other vehicles shall not be parked or stored on streets, or Lots.

Section 9. Signs. No sign or poster of any kind shall be displayed to the public view on any of the properties, except contractors' signs during construction period and one

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Developer or Board of Directors of the Association.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, and other household pets, provided they are not kept, bred, or maintained for any commercial purposes and provided that they do not become a nuisance to other Owners or occupants. The Board of Directors shall determine whether or not an animal is or has become a nuisance under the terms of these restrictive covenants. No permitted animals shall be allowed outside of a dwelling unless under the Owner's control. Dogs and cats shall not run free within the community and in no event shall they be allowed to constitute a hazard or nuisance to residents of the area. No pet shall in any way interfere with the full access of the residents to the use of public rights of way (i.e. while walking, jogging, bike riding, etc.).

Any resident whose animal is found to be in violation of the above shall be notified in writing by the Developer or the Association that this animal constitutes a nuisance within the community and shall be given thirty (30) days to have such an animal removed (or other solution acceptable to the Developer or the Association). Any resident found to be in violation of the above after the thirty (30) days notice has elapsed shall be penalized at the rate of ONE HUNDRED DOLLARS ($100.00) per day until such time as the directions of the Developer or the Association have been carried out. It is also covenanted and agreed by all parties that the cost of prosecution, any court costs, civil or criminal, etc., shall be paid by the owner of the animal in question. All funds derived from the above shall inure to the benefit of the Association.

Section 11. 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. This specifically relates to motorcycles and similar devices which disrupt the peace and tranquility of the community. Any resident

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thirty (30) days to dispose of the offending nuisance or present a plan to modify same to the satisfaction of the Developer or the Association. Any resident found to be in violation of the above after the thirty (30) days' notice has elapsed shall be penalized at the rate of ONE HUNDRED DOLLARS ($100.00) per day until such time as the directions of the Developer or the Association have been carried out. It is also covenanted and agreed by all parties that the cost of prosecution, any court costs, etc., shall be paid by the Owner of the nuisance in question. All funds derived from the above shall inure to the benefit of the Association.

Section 12. Leasing. The Owners of any Lots shall not rent or lease for transient or hotel purposes; however, the Owners of the respective Lots shall have the absolute right to lease same to members of one family related by blood or marriage, provided that said lease is made subject to the covenants and restrictions contained in this Declaration.

Section 13. Scenic Easement. All Lots that are adjacent to or border State Route 5 shall have an eighty foot (80') Scenic Easement located along that side of each Lot that borders State Route 5 as shown on the plat of subdivision recorded in Plat Book , page . Owners of those Lots shall maintain the greenery therein and shall not cut any trees or shrubs within said easement. Additional plantings, however, shall be allowed and encouraged. No structures of any kind shall be erected within said Scenic Easement.

Section 14. Erosion and Sediment Control Measures. The following Erosion and Sediment Control Measures shall apply to all Lots that are adjacent to or border along a natural stream, creek or swamp:

(a) Purpose. Erosion and sediment control measures shall be implemented to protect adjacent properties and

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and (2) Silt fences shall be used as a perimeter control down slope from all disturbed areas. All measures shall be constructed and maintained in accordance with the Virginia Erosion and Sediment Control Handbook. The measures shall be installed prior to the initiation of land disturbing activities and shall remain in place until all disturbed areas protected by these measures are stabilized with seed and mulch.

(c) Enforcement. If proper measures are not installed or maintained, James City County Department of Public Works' officials, or designees thereof, shall have the right to enter upon the Lot and install or repair the measures required by sub-section (b) above or other measures equivalent thereto.

(d) Cost. All costs shall be borne by the Owner or Developer. If James City County officials are required to install or maintain the control measures, the County shall be entitled to draw funds from the Security provided by the Developer. The draw may be made at the time of default of the obligation imposed by this Article in the amount necessary to cause the control measures to be installed or maintained. If the Security is inadequate, the County shall have a cause of action against the Owner or Developer, or both, for any costs necessary to install or maintain the control measures.

Section 15. Hunting and Firearms. No hunting of any kind shall be allowed in the subdivision. The use or discharge of firearms, including BB guns and pellet guns, is prohibited in subdivisions by state and local laws.

Section 16. Skateboard Ramps. The construction, possession or use of Skateboard Ramps by Lot Owners or the Developer is prohibited on all individual Lots and Common Areas.

ARTICLE V

MAINTENANCE OF PROPERTY

Section 1. General Maintenance. Each Owner shall keep all lots owned by him and all frontage extending from the Lot

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but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the paint (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 Property and health and safety of Westray Downs 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 Corporate records 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 of Directors.

Section 2. Refuse. No Lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary and closed containers, and all incinerators or other containers shall be appropriately screened from view from any street or road on which any Lots front. All oil tanks or fuel tanks shall be similarly screened. The Architectural Control and Building Committee shall approve said screening prior to construction.

Section 3. Lines. No clothesline or laundry drying area shall be situated on any Lot which will permit an open view of such clothesline or laundry drying area from any street or road on which any Lots front.

Section 4. Fencing. No fences higher than four (4) feet in height shall be erected on any Lot, except that this

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Any and all fencing should be as inconspicuous as possible. Chain-link or other wire type fence will not be approved except for very limited inconspicuous usage. All fencing (other than natural or planted shrubbery) must be approved in advance by the Architectural Control and Building Committee or the Developer.

Section 5. Swimming Pools. Swimming pools should be of moderate size and not disrupt the natural grade of the land. They should have appropriate fencing with planted screening shrubbery. No out-of-ground pools shall be permitted.

Section 6. Trees. It is recommended that as many as possible of the natural trees be left on wooded lots. Clearing of greater than sixty percent (60%) of the trees on any Lot shall require the prior written approval of the Architectural Control and Building Committee or the Developer.

ARTICLE VI

COMMON AREA

Section 1. Description. The Common Area shall consist of (A) an area at the entrance way to the community containing a sign(s) bearing the name of the community and adjacent landscaping; (B) a community recreation area and associated hiking trails and equipment; (C) hiking/jogging trails along designated easements. The Association shall be responsible for maintenance and for the exclusive management and control of the Common Area and all improvements thereon and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. 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

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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 3. Damage or Destruction of Common Area. If any Common Area is damaged or destroyed by an Owner, his tenants or any of his or their guests, licensees, agents or members of his or their family, the Owner does hereby authorize the Association to repair such damaged area. The Association shall repair the 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 the Owner who caused the damage either personally, by a family member, tenant, agent or invitee of the Lot Owner.

Section 4. Hiking and Jogging Trails. Designated Hiking and Jogging Trails, either existing or those created subsequent hereto, are hereby expressly reserved for pedestrian use only and no motor vehicles of any kind shall be operated on said Trails.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of a Lot by acceptance of a deed, whether or not it is expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) Annual Assessments, (2) Special Assessments, and (3) Initial Assessment.

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personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. No Owner may waive or otherwise avoid liability for the assessment. The liens created by this covenant shall be subordinate to the lien of any deed of trust.

Section 2. Annual Assessment.

(a) Purpose of Assessment. The Annual Assessment levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, in particular, to maintain and operate the Common Area and facilities (including keeping the streets and roads leading to and within the subdivision free of litter). Also, the Community Association may contract for other services which are for the general welfare and benefit of the community.

(b) Basis for Assessment.

(1) Lots. Each Lot upon which there may be erected a living unit shall be assessed at a uniform rate as established by the Board of Directors or the Developer. All other Lots which may have been conveyed to an Owner other than the Developer shall be assessed at the same uniform rate.

(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.

(3) Maximum Annual Assessment. The Developer or the Board of Directors shall set the maximum annual assessment rate.

(4) Method of Assessment. A vote of a majority of the Board of Directors or the Developer shall set the amount of the Annual Assessments, which amount shall be sufficient to meet the obligation imposed by this Declaration and all other obligations created or assumed by the Association with respect to the Property. The Board of Directors or the Developer

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Section 3. Special Assessment. In addition to the Annual Assessments and the Special Assessments provided for in Articles V and VI, the Association may levy in any year a Special Assessment applicable to that year and not more than the next five (5) succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Common Area, including related equipment and fixtures. The Special Assessment shall not exceed ONE HUNDRED DOLLARS ($100.00) a year.

Section 4. Date of Commencement of Annual Assessments. The Annual Assessments shall commence on the first day of the month following conveyance of the first Lot to an Owner who is not the Developer. The Initial Annual Assessment on any Lot shall be adjusted according to the number of whole months remaining in the fiscal year.

Section 5. Initial Assessment.

(a) The Developer or the Board of Directors of the Association may by majority vote establish an Initial Assessment to be set and collected at settlement from each Purchaser of a Lot from the Developer.

(b) The Purpose of the Initial Assessment shall be to establish an initial fund for use by the Association in discharging its obligations with respect to the Property. The Initial Assessment shall not exceed FIFTY DOLLARS ($50.00).

(c) Any Initial Assessment so established shall be in addition to, and not in lieu of, any other assessment established herein.

Section 6. Effect of Nonpayment of Assessments, Remedies of Association. Any assessment not paid within thirty (30) days after the due date may, upon a resolution of the Board of Directors, bear interest from the due date at the maximum

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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 7. Lien for Payment of Assessments and Subordination of Lien to First and Second Deeds of Trust. There shall be a continuing lien upon each of the individual Lots in order to secure the payment of any of the assessments, but such lien shall be at all times subject and subordinate to any first and second deeds of trust placed on the property at any time; except that, at such time as the Association records a notice of delinquency as to any particular Lot in the Clerk's Office of the Circuit Court for the County of James City on a form prescribed by the Board of Directors, then, from the time of recordation of such 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 deeds of trust recorded subsequent to the date of recording of the 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 such lien.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments and liens created herein: (1) all properties dedicated and accepted by a public authority and devoted to public use; (2) the Common Area; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; (4) all Developer-Owned property upon which no living unit certified for occupancy has been erected.

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year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met.

ARTICLE VIII

UTILITY AND DRAINAGE EASEMENTS

The Developer reserves unto itself, its successors and assigns, a perpetual, alienable easement and right of way (1) 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 appropriately recorded plats of subdivision, and (2) 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 five (5) feet along both sides of each Lot, and such other areas as may be designated for such purposes on appropriately recorded plats of subdivision. The easements provided in this Section (1) and (2) 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. All wires, cables, conduit, sewers, pipes, and water mains shall be installed

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ARTICLE IX

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 Clerk's Office of the Circuit Court for James City County, Virginia. The Architectural Control and Building Committee shall establish restrictions for the use of areas so designated, and scenic easements in order to protect natural streams and water supplies, to maintain and enhance the conservation of soils, wetlands, 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. The Developer hereby reserves the right of access upon such designated areas for the establishment and maintenance of improvements thereto.

ARTICLE X

HISTORICAL ARTIFACTS

The Developer hereby retains ownership rights to any historical artifacts discovered on or in any portion of the Property. 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 XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded.

Section 2. Amendment. This Declaration may be amended at any time by an instrument of record after the written consent

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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 Supplemental 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 Westray Downs development plan or to changes thereto proposed by the Developer without the written consent of the 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.

IN WITNESS WHEREOF, COLONIAL CAPITOL DEVELOPMENT COMPANY - WESTRAY DOWNS has caused its name to be signed and attested by its duly authorized officer, all as of the day and year first above written.

COLONIAL CAPITOL DEVELOPMENT COMPANY - WESTRAY DOWNS

By _____
General Partner

STATE OF VIRGINIA, AT-LARGE:

COUNTY OF JAMES CITY, to-wit:

The foregoing Declaration of Covenants and Restrictions

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APPENDIX A

All that certain tract of land formerly comprised of Parcels I, II, III, and IV, containing 67.72 acres, more or less, situate in Jamestown District, James City County, Virginia, as shown and set out on that certain plat entitled "WESTRAY DOWNS BOUNDARY CONTAINING 67.72 AC. LOCATED SOUTH OF S.R. 5 AND EAST OF IRONBOUND ROAD, JAMES CITY COUNTY, VIRGINIA", dated July 31, 1986, and made by AES, a professional corporation, Paul C. Small, C.L.S., which plat is recorded in the Clerk's Office of the Circuit Court for James City County, Virginia, in Plat Book 43, at page 48.

Parcels I, II, III, and IV being the same property as that conveyed to Colonial Capitol Development Company - Westray Downs by Deeds recorded in James City County Deed Book 297, page 752, Deed Book 310, page 207, Deed Book 278, page 827, and Deed Book 297, page 201, respectively.

Said tract of land is also shown and set out on that certain plat entitled "OVERALL DEVELOPMENT WESTRAY DOWNS", made by AES, a professional corporation, a copy of which is attached hereto and made a part hereof.

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APPENDIX B

WESTRAY DOWNS

Architectural Control and Building Committee Guidelines

Statement of Policy and Purpose

The WESTRAY DOWNS Architectural Control and Building Committee is dedicated to maintain and improve upon the integrity of homes to be constructed in the community. This will require maintaining a coordination between home design and the natural landscape of the area. The primary purpose will be to preserve and enhance property values and to foster owner pride and satisfaction, not only in an individual's property, but also in the total community. Our policy will further be to carry out properly the Covenants and Restrictions as registered for the Westray Downs Subdivision. This outline is an attempt to set forth in slightly more detail those conditions that will maintain and enhance the future of the area, and to enlarge upon and correlate with those in the recorded documents (Covenants and Restrictions).

Design and Construction Guidelines

The following general guidelines and procedures will facilitate and expedite approval of your building plans:

(1) Submit your plans to the Architectural Control and Building Committee prior to clearing the land or beginning construction to eliminate possible changes or modifications after construction is under way.

(2) One-story or ranch-style homes should have a minimum of thirteen hundred fifty (1,350) square feet, exclusive of

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(4) Most all architectural styles and designs of a practical nature will be approved.

(5) To maintain diversity of appearance of homes within the neighborhood areas, complete duplications of exterior designs will not be permitted. Should your floor plan duplicate another home, modification of exterior elevations and materials, as well as setting on the lot and location, may well be favorably considered.

(6) No residence or outbuilding will be approved that shows any concrete block construction. Such construction may show proper stucco finish but not simulated brick or stone. Any plywood-type siding that may be used should not show any horizontal joints.

Site Work

(1) It is recommended that as many of the natural trees as possible be left.

(2) Site grading and landscaping should be accomplished in such a manner as not to disrupt the natural flow of surface water onto other properties.

(3) Driveways should be planned and maintained to provide minimum aesthetic disruption of the area.

(4) Roadways on the front of the property should be graded in such a manner as to provide an opportunity to seed grass or a ground cover for ease of maintenance and attractiveness of the roadways and ditches.

Roofing

(1) All plumbing vents, fan exhausts and other necessary roof equipment should be on the rear slope of the roof or screened from view of the street.

(2) Exposed sheet metal roofing may not be used.

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Fences

(1) No fencing is the most desired recommendation for the area.

(2) The use of natural or planted shrubbery for fencing or screening is recommended.

(3) Any and all fencing should be as inconspicuous as possible. Chain-link or other wire type fences may not be approved except for very limited inconspicuous usage.

Swimming Pools

Swimming pools should be of moderate size and not disrupt the natural grade of the land. They should have appropriate fencing with planted screening shrubbery.

Outbuildings

All outbuildings and major alterations to existing structures require prior approval.

Check-List for Approval of Building Plans

(1) Provide a site plan drawn to scale, showing the following:

(a) All proposed structures and improvements, including driveway alignment.

(b) Property lines.

(c) All easements.

(d) Dimensions from all lot lines to the main structure.

(2) Provide a copy of the building plans drawn to scale showing the following:

(a) Floor plan with dimensions.

(b) Sketches of exterior elevations from all sides, including explanation of outside surface materials

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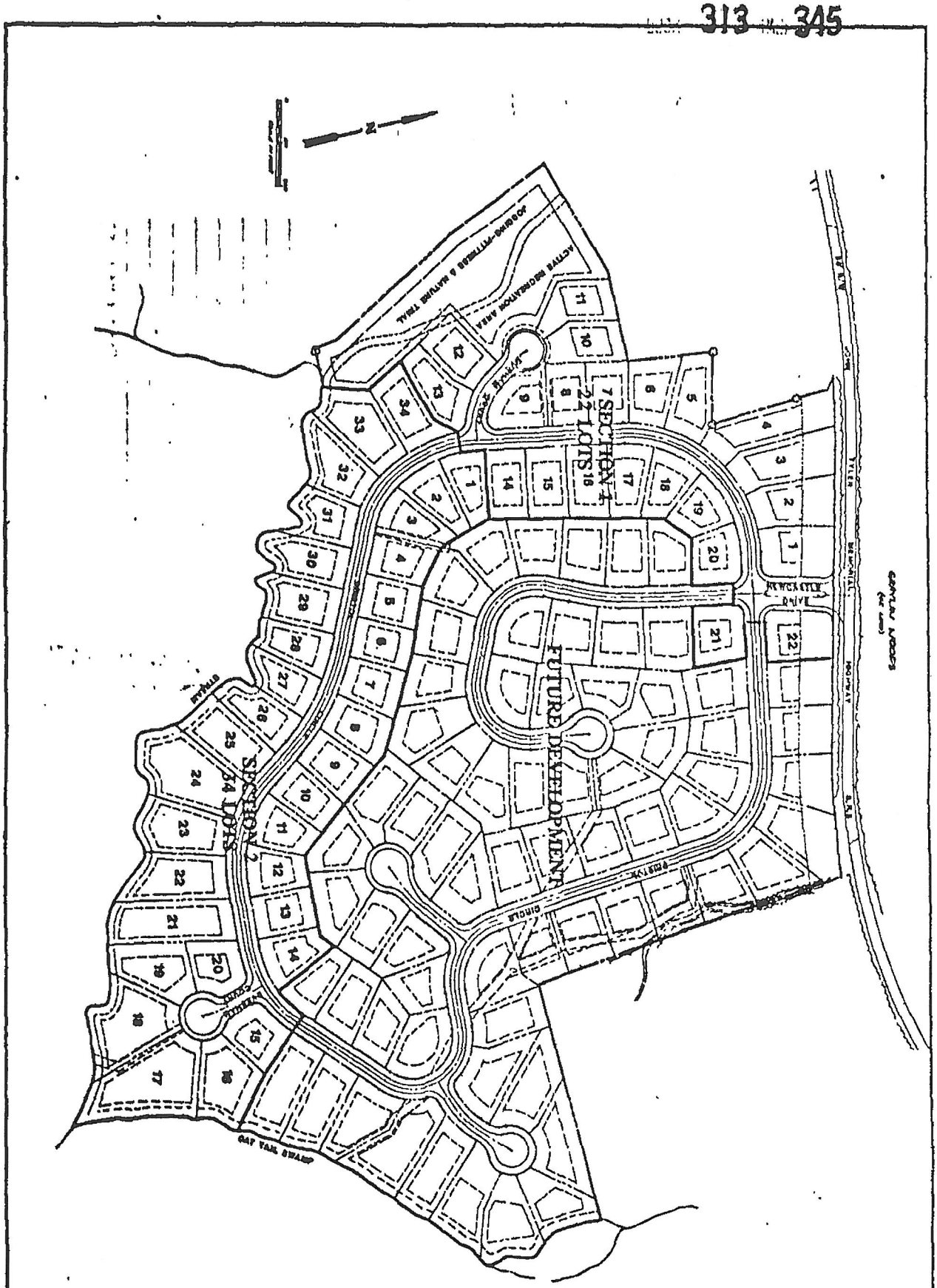
(3) Plans and the attached completed forms should be submitted to the Chairman of the Architectural Control and Building Committee or to the Developer. Response to action on the plans will normally be made within ten (10) days of receipt of the above details.

(4) The Architectural Control and Building Committee will periodically make site inspections to ensure compliance with the approved plans.

VIRGINIA: City of Williamsburg and County of
James City to wit:
In the Clerk's office of the Circuit Court of the
City of Williamsburg and County of James City the
24 day of Aug 1988 These Restrictions &
Plat was presented with certificate annexed and
admitted to record at 10:08 o'clock
Teste: Helene S. Ward, Clerk
by [signature]
Deputy Clerk

PLAT RECORDED IN
P.B. NO. 43 PAGE 53 + 54


SECTION 1
24 LOTS
FUTURE DEVELOPMENT
SECTION 2
54 LOTS
NEWCASTLE DRIVE
TYLER
MEMORIAL
PROPHET
ELIJAH
GIDEON
JOSHUA
ACTIVE RECREATION AREA
JOGGING-FITNESS & NATURE TRAIL
DAME ROAD
GAY TAIL SWAMP
CAPTAIN WOODS

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MC019

5190

THIS DEED OF GIFT, made this 29th day of December, 1989, by and between COLONIAL CAPITOL DEVELOPMENT COMPANY - WESTRAY DOWNS, a Virginia general partnership, party of the first part, hereinafter called "Grantor", and WESTRAY DOWNS COMMUNITY ASSOCIATION, INC., a Virginia corporation, party of the second part, hereinafter called "Grantee".

W I T N E S S E T H :

As pursuant to that certain Declaration of Covenants and Restrictions of Westray Downs Subdivision, duly recorded in James City County Deed Book 313, page 321, the Grantor does hereby grant and convey with GENERAL WARRANTY and, except as hereinafter set forth, ENGLISH COVENANTS OF TITLE unto the Grantee, the following described property, to-wit:

> All that certain lot, piece or parcel of land situate, lying and being in Jamestown Magisterial District, James City County, Virginia, known and designated as Recreation Area, 3.71 Ac.±, Section I, as shown on that certain plat entitled "SUBDIVISION OF WESTRAY DOWNS, SECTION I, OWNER/DEVELOPER: COLONIAL CAPITOL DEVELOPMENT COMPANY - WESTRAY DOWNS, JAMES CITY COUNTY, VIRGINIA", dated July, 1986, made by AES, a professional corporation, W. L. Miller, Jr., C.L.S., duly of record in the Clerk's Office of the Circuit Court of James City County, Virginia, in Plat Book 43, page 53, to which plat reference is here made.
>
> This conveyance is made subject to all easements, restrictions, and rights-of-way of record or apparent on the ground.
>
> BEING a part of the same property conveyed unto the Grantor herein, by Deed dated August 14, 1985, and recorded February 19, 1985, in James City County Deed Book 278, page 827.

TO HAVE AND TO HOLD said property unto WESTRAY DOWNS COMMUNITY ASSOCIATION, INC., a Virginia corporation, and its assigns, in fee simple forever.

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WITNESS the following signature and seal:

COLONIAL CAPITOL DEVELOPMENT COMPANY - WESTRAY DOWNS, a Virginia general partnership

By _____
General Partner

STATE OF VIRGINIA, AT-LARGE:

JAMES CITY COUNTY, to-wit:

The foregoing Deed was acknowledged before me this 29th day of DECEMBER, 1989, by Clifford E. Henderson, as general partner of Colonial Capitol Development Company - Westray Downs, a Virginia general partnership, on behalf of the partnership.

My Commission Expires: JUNE 29, 1992.

_____
Notary Public

VIRGINIA: City of Williamsburg and County of James City, to Wit

In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the 30 day of May, 1991 This Deed was presented with certificate annexed and admitted to record at 4:03 o'clock

Teste Helena S. Ward, Clerk
by _____
Deputy Clerk

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007467

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF

WESTRAY DOWNS SUBDIVISION

Section V, Lots 1 through 13

THIS DECLARATION is made as of the 30th day of May, 1995, by Colonial Capitol Development Company - Westray Downs, a Virginia general partnership, hereinafter referred to as "Developer".

W I T N E S S E T H :

THAT WHEREAS, Colonial Capitol Development Company - Westray Downs, a Virginia general partnership, recorded on August 29, 1986, in the office of the Clerk of the Circuit Court of the County of James City, Virginia, in Deed Book 313, Page 321 et. seq., a Declaration of Covenants and Restrictions of Westray Downs Subdivision, hereinafter referred to as "Declaration" ; and

WHEREAS, the Declaration provides for annexation of additional real property to Westray Downs Subdivision, hereinafter referred to as "Development", and imposition of the Declaration thereon, by recording a document to subject additional property to said Declaration.

NOW, THEREFORE, Developer hereby declares that:

1. The Development shall now include the original Parcels I-IV (67.72 ac.±) and in addition thereto the Pressey property (.75 ac.±) and the Sarah Ann Bailey Estate property (3.5 ac.±) which additional property is shown and is included as part of Section V, Westray Downs, as shown on that certain plat entitled "REVISED PLAT OF SUBDIVISION AND BOUNDARY LINE ADJUSTMENT WESTRAY DOWNS SECTION V OWNER/DEVELOPER: COLONIAL CAPITOL DEVELOPMENT COMPANY - WESTRAY DOWNS, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES Corporation, which plat is incorporated herewith, recorded simultaneously herewith, and to which plat reference is heremade for a more complete description of the property added to Westray Downs Subdivision. Said plat was recorded initially in the office of the Clerk of the Circuit Court for the County of James City, Virginia, in Plat Book 61, Page 45, and is now

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3. Each of said Lots shall carry with it as an appurtenance a membership in the Westray Downs Community Association, subjecting said Lot and the owner thereof to the privileges and obligations pertaining to such membership as set forth in the Association's Articles and By-Laws.

4. Developer reserves for itself, its successors and assigns, an easement along, across and over each Lot shown on the aforesaid Plat for purposes of access to (i) easements reserved in or by the Declaration, the Plat or hereby, (ii) any Reserved Areas or Common Areas, and (iii) any other real property owned by Developer and situated adjacent to or in the vicinity of such Lot.

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration of Covenants and Restrictions on the day and year first written above.

COLONIAL CAPITOL DEVELOPMENT COMPANY - WESTRAY DOWNS

BY: _____
General Partner

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me this 30th day of May, 1995, by Clifford E. Henderson, General Partner, for and on behalf of Colonial Capitol Development Company - Westray Downs.

_____
Notary Public

My Commission Expires: 2/29/96.

PLAT RECORDED IN

P.B. NO. 61 PAGE 87

VIRGINIA: City of Williamsburg and County of James City, to Wit:

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Westray Downs MC019

005386

EXEMPT FOR RECORDATION TAX UNDER VIRGINIA CODE SECTION 58.1-811(A)(3), AS AMENDED

DEED OF EASEMENT FOR NATURAL OPEN SPACE

THIS DEED OF EASEMENT, made this 27TH day of MARCH, 1995, by and between Colonial Capitol Development Company - Westray Downs and its/his/here/their heirs, successors and assigns ("Grantor") and the County of James City, Virginia ("Grantee").

WHEREAS, the Grantor is the owner of certain property known as Westray Downs, Section V, consisting of a tract of land containing 7.82 acres, more or less, more particularly described herein ("Property");

WHEREAS, Grantee has adopted The Chesapeake Bay Preservation Ordinance, Chapter 19B of the James City County Code, as required by Chapter 21 of Title 10.1 of the Code of Virginia to protect the Chesapeake Bay and its tributaries from nonpoint source pollution within the Chesapeake Bay drainage area; and

WHEREAS, Grantor wishes to preserve land as natural open space as part of Grantor's efforts to improve the quality of stormwater runoff from the Property.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee an easement in perpetuity in gross, with the right in perpetuity to restrict the use as described below, of the portion herein described of that certain tract, lot, piece or parcel of land ("Easement Property"), to wit:

All that certain piece of land shown as "Natural Open Space Easement", containing 1.76 acres, more or less, as shown on the plat entitled "Plat of Subdivision and Boundary Line Adjustment, Westray Downs, Section V", as prepared by AES Consulting Engineers, dated March, 1995, and recorded at Plat Book 61, at Page 45.

1-4

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The restrictions hereby imposed on the use of the Easement Property, the acts which the Grantor covenants to do or not to do and the restrictions which the Grantee is hereby entitled to enforce, shall be as follows:

1. No building or structure shall be built or maintained on the Easement Property other than such building or structure approved by the County Engineer, in writing;

2. The Easement Property shall be kept free and clear of any junk, trash, rubbish or other unsightly or offensive material;

3. No new signs, billboards, outdoor advertising, road or utility lines shall be placed on the property without the expressed written consent of the County Engineer;

4. The Easement Property shall remain in its natural condition with respect to natural leaf litter or other ground covering vegetation, understory vegetation or shrub layer, and tree canopy. The activities of Grantor within the Easement Property shall be limited to those which do not remove or damage any vegetation or disturb any soil. Such activities include selective trimming and pruning which will not alter the natural character of the Easement Property. Grantor may install walk trails or remove dead, diseased, poisonous or invasive vegetation with the expressed written consent of the County Engineer;

5. Grantee and its representatives may enter upon the Easement Property from time to time for inspection, to enforce the terms of this Easement and to post a sign or marker identifying Grantee's interest in the Easement Property as natural open space;

6. In the event of a violation of the Easement, the Grantee shall have the right to seek all appropriate legal and equitable relief, including, but not limited to, the right to restore the Easement Property to its natural condition and assess the cost of such restoration as a lien against the Easement Property.

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Although this easement in gross will benefit the public in the ways recited above, nothing herein shall be construed to convey a right to the public of access to or use of the Easement Property, and the Grantor shall retain exclusive right to such access and use, subject only to the provisions herein recited.

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Witness the following signatures and seals on the date first above written.

Clifford E. Henderson President (SEAL)
Colonial Capital Developers Co.

_____ (SEAL)

Commonwealth of Virginia
City/County of James City, to wit:

I, Pamela Dawn Callier, a Notary Public for the Commonwealth of Virginia, do hereby certify that Clifford E. Henderson, whose name is signed to the foregoing Deed, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 27 day of March, 19 95.

Pamela Dawn Callier
Notary Public

My Commission expires: August 31, 1997

The form of this deed of easement is approved and, pursuant to Resolution of the Board of Supervisors of James City County, Virginia, duly executed on the 17th day of May, 1993, this conveyance is hereby accepted on behalf of said County.

April 11, 1995
DATE

Leo P. Rogers
COUNTY ATTORNEY

Commonwealth of Virginia
City/County of James City, to wit:

I, Mary Frances Rieger, a Notary Public for the Commonwealth of Virginia, do hereby certify that Leo. P. Rogers, Attorney for James City County, Virginia, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 11th day of April, 19 95.

Mary Frances Rieger
Notary Public

My Commission expires: October 31, 1997.

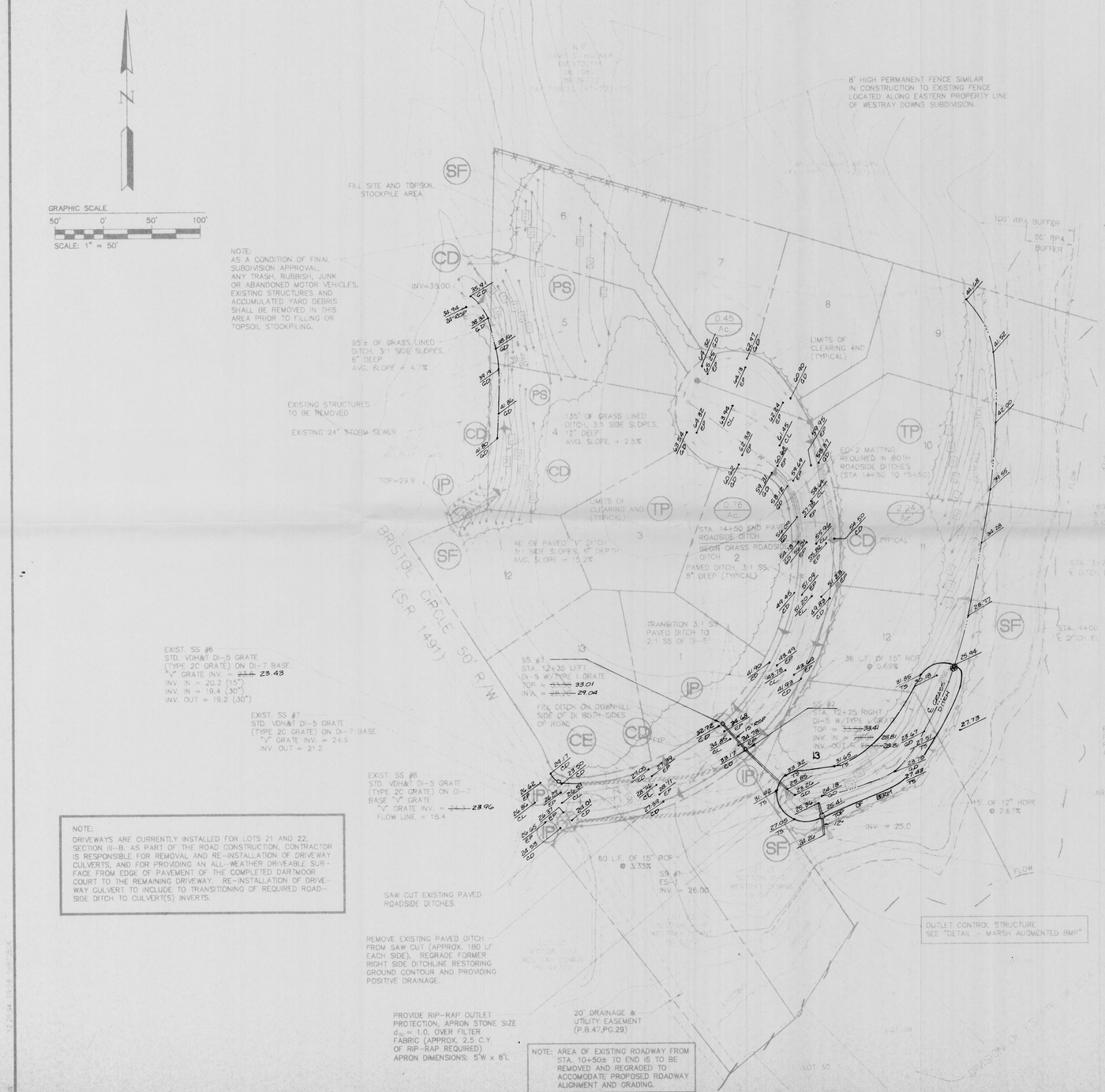
VIRGINIA: City of Williamsburg and County of James City, to wit:
In the Circuit Court of the City of Williamsburg and James City the 13th day of April, 1995. This Easement Plat was presented with certificate annexed and admitted to record at 10:03 o'clock
Teste: Helene S. Ward, Clerk
by _____
Deputy Clerk

-44

PLAT RECORDED IN
P.B. NO. 61 PAGE 45

3.

As-built plan



NOTE:
DRIVEWAYS ARE CURRENTLY INSTALLED FOR LOTS 21 AND 22, SECTION III-B. AS PART OF THE ROAD CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND RE-INSTALLATION OF DRIVEWAY CULVERTS, AND FOR PROVIDING AN ALL-WEATHER DRIVEABLE SURFACE FROM EDGE OF PAVEMENT OF THE COMPLETED DARTMOOR COURT TO THE REMAINING DRIVEWAY. RE-INSTALLATION OF DRIVEWAY CULVERT TO INCLUDE TO TRANSITIONING OF REQUIRED ROADSIDE DITCH TO CULVERT(S) INVERTS.

MARSH AUGMENTED BMP

THE MARSH AUGMENTED BMP, SHOWN HEREON, HAS BEEN DESIGNED TO FUNCTION AS A TEMPORARY SEDIMENT TRAP AND A WATER QUALITY BMP (BEST MANAGEMENT PRACTICE).

PRIOR TO OTHER LAND DISTURBANCE ACTIVITIES, THE BMP AND OUTFALL DITCH AREAS SHALL BE CLEARED AND GRADED AS SHOWN, AND THE OUTLET CONTROL STRUCTURE (SEE "DETAIL – MARSH AUGMENTED BMP") SHALL BE INSTALLED.

UPON STABILIZATION OF DISTURBED AREAS AND COMPLETION OF CONSTRUCTION ACTIVITIES, THE FUNCTION OF THE BMP AS A TEMPORARY SEDIMENT TRAP SHALL BE DISCONTINUED BY REMOVING AND PROPERLY DISPOSING OF ACCUMULATED SEDIMENT. THE BMP SITE SHALL BE REGRADED TO ESTABLISH A FLOOR ELEVATION OF 25.2, WITH A COVERAGE OF 3920 SQUARE FEET FOR THE MARSH AUGMENTATION.

THE AREA OF MARSH AUGMENTATION SHALL BE PLANTED WITH COMMON CATTAILS 3' ON CENTER. THE OTHER DISTURBED AREAS WITHIN THE 100' RPA BUFFER SHALL BE PLANTED WITH A CONSERVATION MIX COMPOSED OF REDEL I FESCUE, SWITCH GRASS, PERENNIAL RYEGRASS AND WEEPING LOVEGRASS.

DA = 3.45 AC.
C = 0.50
T_c = 17 MIN.

2-YR WSEL : EL. 26.78
10-YR WSEL : EL. 27.07

ES_{DESIGN} = EL. 29.0
$RISER\ CREST_{DESIGN}$ = EL. 27.5

STABILIZATION NOTE

1. ROCK CHECK DAMS ARE TO BE PLACED AT 100' INTERVALS IN ROADSIDE DITCH (BOTH SIDES).
2. THE LAND DISTURBING PERMIT WHEN ISSUED WILL REQUIRE THE CONSTRUCTION OF THE SEDIMENT BASIN PRIOR TO ANY OTHER CONSTRUCTION ACTIVITIES ON THE REMAINDER OF THE PROJECT.
3. ALL ROADWAYS AND SHOULDERS SHALL BE STABILIZED WITH AT LEAST SIX INCHES OF CRUSHER RUN AGGREGATE IMMEDIATELY AFTER GRADING. CRUSHER RUN AGGREGATE SHALL BE THE MATERIAL SPECIFIED IN SECTION 205 OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS.
4. CONTRACTOR TO REFER TO TYPICAL SECTION – DARTMOOR COURT FOR PAVEMENT STRUCTURE.

No.	DATE	REVISION / COMMENT / NOTE	BY
2	7/18/95	VDOT RECORD DRAWING	VMB
1	10/94	REVISED PER BUDGET COMMENTS	VMB

COMMONWEALTH OF VIRGINIA
G. ARCHER MARSTON III
No. 018232
PROFESSIONAL ENGINEER

5248 Olde Towne Road, Suite 1
Williamsburg, Virginia 23188
(804) 253-0040
Fax (804) 220-8994
CONSULTING ENGINEERS

DRAINAGE, EROSION AND SEDIMENT CONTROL PLAN
WESTRAY DOWNS
SECTION 5
OWNER / DEVELOPER: COLONIAL CAPITOL DEVELOPMENT COMPANY
BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA

Designed VMB	Drawn BJU
Scale 1"=50'	Date SEPT., 1994
Project No. 5887	
Drawing No. 4	

VDOT RECORD DRAWING 7/18/95

S-81-94
MC019

Pat - 5/1

Please compare to design.

Darryl

Check Bmp FLOOR ELEVATION:
Proposed WAS 25.2

4.

Watershed map

5. Construction plan

6.

Design calculations

PROJECT: WESTRAY DOWNS
JOB NO.: 5887
DATE: 17-Sep-94
ENGINEER: AES CONSULTING ENGINEERS
PREPARED BY: VMB
PAGE: 1 of 1

WESTRAY DOWNS 5

DETERMINATION OF 2-YEAR PRE-DEVELOPMENT PEAK STORM RUNOFF

Pre-Development Drainage Area (A) = 3.45 AC.

CALCULATION OF COEFFICIENT OF RUNOFF

	Subbase area (A, in acres)	Coefficient of Runoff (C)	C * A
	0.76	0.27	0.21
	0.45	0.27	0.12
	2.24	0.27	0.60
Totals	3.45		0.93

Weighted Runoff Coefficient (C) = **0.27**

TIME OF CONCENTRATION AND 2-YEAR STORM INTENSITY

Time of Concentration

Overland Flow	20 minutes
Shallow Conc. Flow	0 minutes
Channel Flow	0 minutes
Total	20 minutes

2-year Storm Intensity (I) 3.4 in/hr

2-YEAR PRE-DEVELOPMENT RUNOFF CALCULATION

Q = C*I*A = 3.17 cfs

PROJECT: WESTRAY DOWNS
JOB NO.: 5887
DATE: 17-Sep-94
ENGINEER: AES CONSULTING ENGINEERS
PREPARED BY: VMB

DETERMINATION OF POST-DEVELOPMENT RUNOFF CONDITIONS

Post-Development Drainage Area (A) = **3.45** AC.

CALCULATION OF COEFFICIENT OF RUNOFF

	Subbase area (A, in acres)	Coefficient of Runoff (C)	C * A
	0.76	0.50	0.38
	0.45	0.75	0.34
	2.24	0.45	1.01
Totals	3.45		1.73

Weighted Runoff Coefficient (C) = **0.50**

TIME OF CONCENTRATION

Time of Concentration	
Overland Flow	13 minutes
Shallow Conc. Flow	0 minutes
Channel Flow	4 minutes
Total	**17** minutes
2-year Storm Intensity (I)	3.6 in/hr
10-year Storm Intensity (I)	4.3 in/hr

PROJECT: WESTRAY DOWNS
JOB NO.: 5887
DATE: 17-Sep-94
ENGINEER: AES CONSULTING ENGINEERS
PREPARED BY: VMB
PAGE: 1 of 1

DETERMINATION OF STAGE / STORAGE OF TEMPORARY SEDIMENT BASIN

STAGE (feet)	ELEVATION (feet)	AREA (SF)	INCREMENTAL VOLUME (CF)	CUMULATIVE VOLUME (CF)
0	22	500	0	0
2	24	2225	2725	2725
4	26	4700	6925	9650
6	28	7400	12100	21750

MAX. SEDIMENT LEVEL

DRAINAGE AREA = 3.45

33 CU. YDS * 3.45 AC. = 113.9 CU YDS = 3074 CF

EL. ASSOCIATED WITH 3074 CF VOLUME = EL. 24.1

ELEVATION ASSOCIATED WITH LOWER STAGE (MARSH AREA) = EL. 25.2

PROJECT: WESTRAY DOWNS
JOB NO.: 5887
DATE: 17-Sep-94
ENGINEER: AES CONSULTING ENGINEERS
PREPARED BY: VMB

EXAMINATION OF POSSIBLE USE OF DESIGN 4 BMP -
EXTENDED DRY DETENTION WITH MARSH AUGMENTATION

AREA TO BE SERVED BY BMP = 3.45 AC.

Extended Dry Detention Pond with Marsh Augmentation must detain the runoff volume, Vr, produced by 1.0 inch, detained for 24 hours (86,400 seconds). Additionally, an artificial wetland must be created at bottom stage of dry pond (6" - 12" deep).

SIZING DRY DETENTION POND FOR WATER QUALITY VOLUME

Vr = 1.00 inch * (1 ft. / 12 in.)* Drainage area in AC.*
(43560 sf / 1 AC) * Rv
Rv = 0.05+ 0.009 * (precent of site imperviousness)

Precent of site imperviousness = 33%
Rv = 0.347

Vr = 4350 cf

SIZING ORIFICE FOR 24 HOUR DETENTION

4350 CF / (24 hr*60 min/hr*60 sec/min) = Ave. Release Rate

Average Release Rate required = 0.05 cfs

Amount of Head (feet)	Area of orifice (sf)	Area of orifice (sq. in.)	Size of orifice (dia. in inches)
0.25	0.02	3.01	0.98 ← USE 1"ϕ MIN.
0.50	0.01	2.13	0.82
1.00	0.01	1.51	0.69

PROJECT: WESTRAY DOWNS
JOB NO.: 5887
DATE: 17-Sep-94
ENGINEER: AES CONSULTING ENGINEERS
PREPARED BY: VMB

DETERMINING THE FEASIBILITY OF USING A WETAND
TO AUGMENT EXTENDED DETENTION POLLUTANT REMOVAL

Volume of the lower stage, V1, = 0.45*Rv/12*Drainage area

V1 = 0.04 Ac-feet
or 1960 sq. ft.

Annual nutriet load to lower stage:
for N = 44*0.9*Rv/12*2.00*Drainage area*2.72
for P = 44*0.9*Rv/12*0.26*Drainage area*2.72
thus:
for N = 21 lbs./yr.
for P = 3 lbs./yr.

For 6 inch deep lower stage,
min. required area of lower stage = 3920 sq. ft.
or 0.09 Ac.

Area of lower stage shown on plans = 3920 sq. ft.

Average annual loading per wetland acre =
annual nutriet load / area of bottom stage

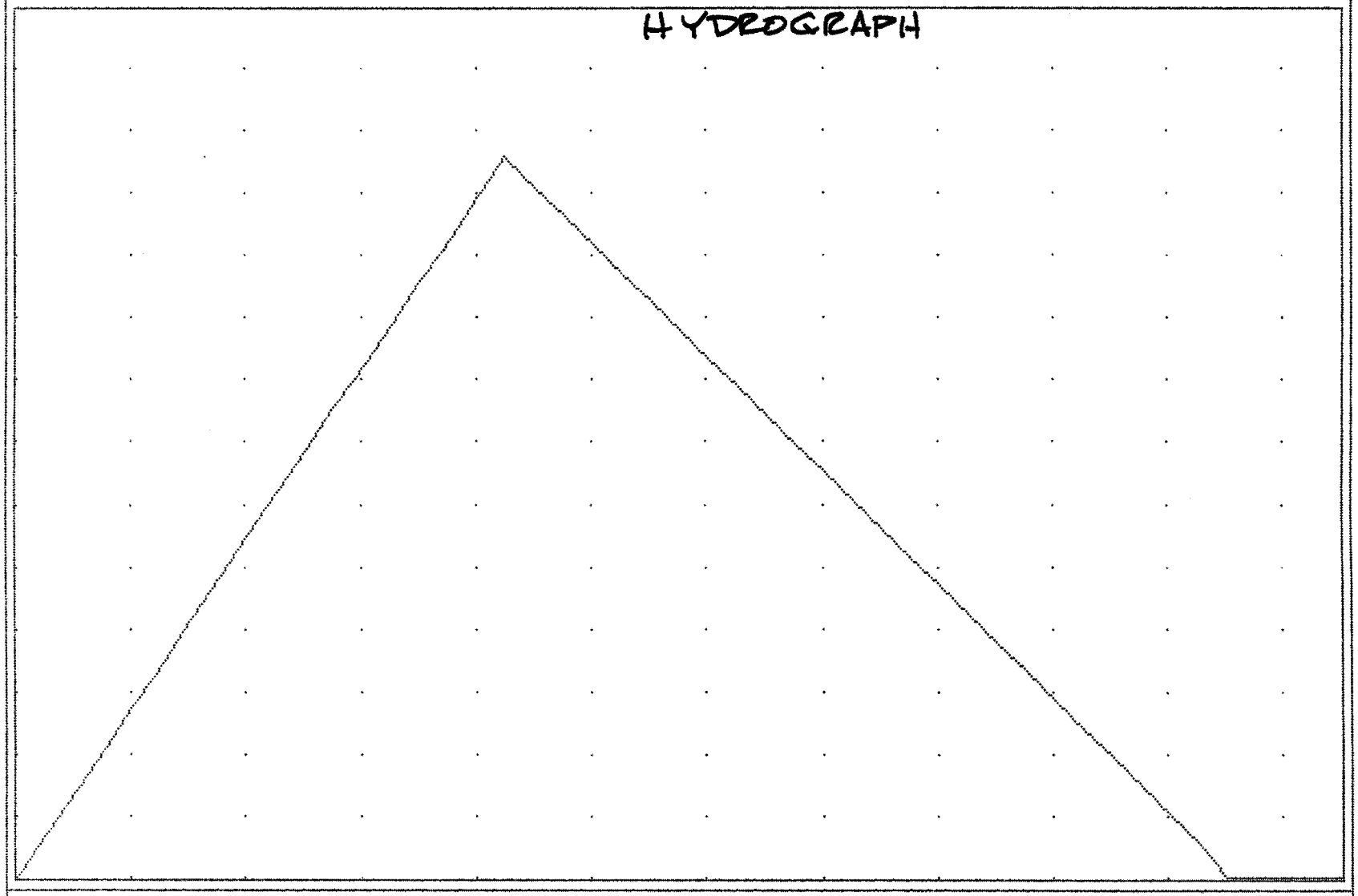
for N = 239 lbs./acre/yr.
for P = 31 lbs./acre/yr.

Suggested average wetland loading limits are:
for N = 225 lbs./acre/yr.
for P, the "keystone" pollutant = 45 lbs./acre/yr. OK

Qp = 5.8 RATIONAL 2 Yr

2- YEAR POST-DEVELOPMENT

HYDROGRAPH

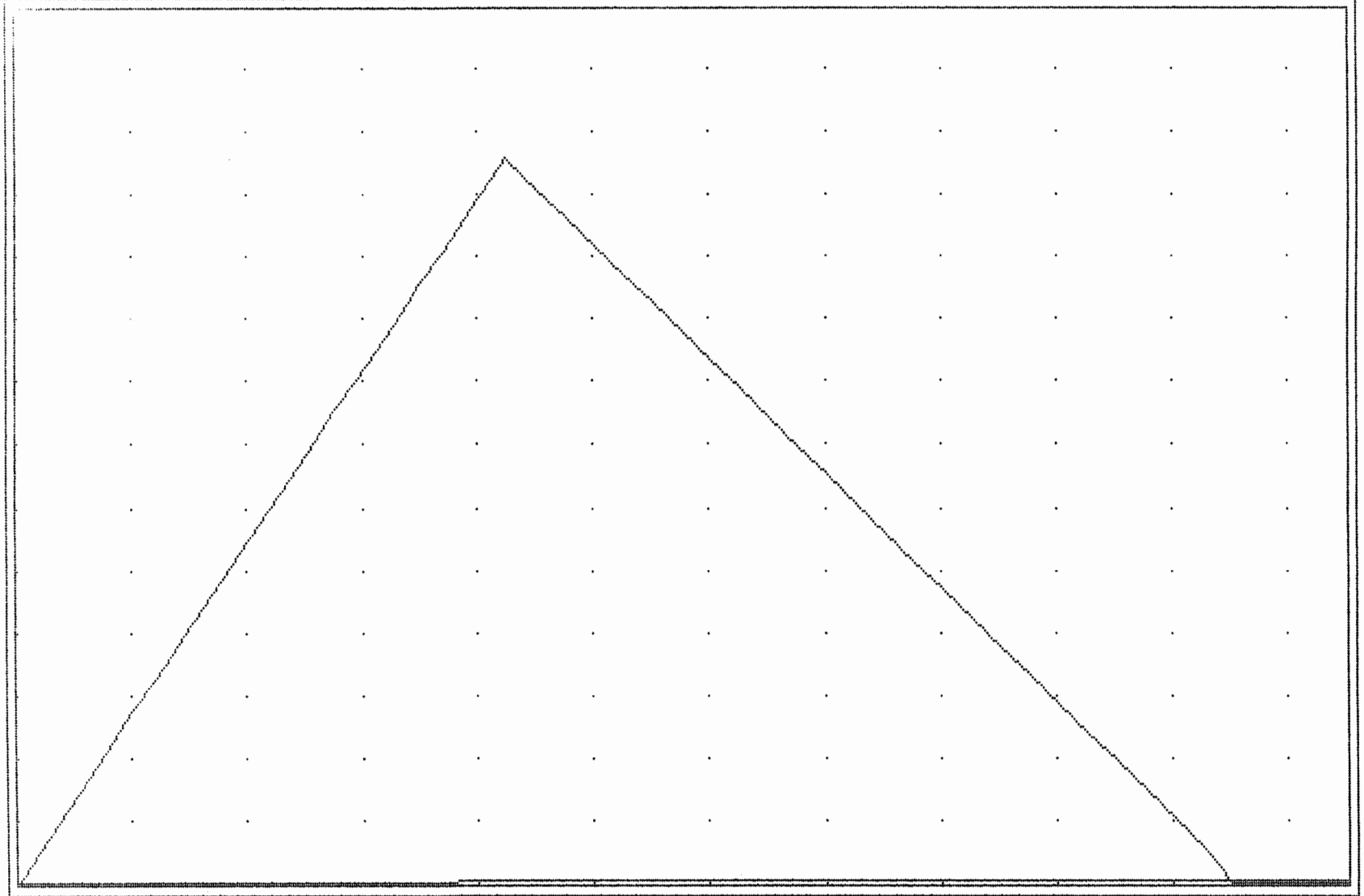


HGU = 4 min 1 VGU = 0.5 cfs

VOL = (cuft/acft) = 7358 / 0.169

Qp = 0.0 RESERVOIR ROUTE 2 Yr

2-YEAR POST-DEVELOPMENT



HGU = 4 min 2 VGU = 0.5 cfs

MAX STORAGE = 7322

MAX ELEVATION = 26.78

HYDROLOGIC REPORT

ROUTING 2-YEAR STORM..
THRU MARSH POND.....
.....

Hyd. No. 2

Hydrograph type = RESERVOIR ROUTE Peak discharge = 0.03 cfs
Storm frequency = 2 yr Time interval = 1 min
Inflow hyd. no. = 1 Reservoir no. = 1

HYDROGRAPH DISCHARGE TABLE

TIME hrs	INFLOW (i) cfs	INFLOW (j) cfs	2S/dt-O (i) cfs	2S/dt+O (j) cfs	OUTFLOW cfs
0.05	1.02	1.36	3.07	3.07	0.00
0.07	1.36	1.70	5.46	5.46	0.00
0.08	1.70	2.05	8.52	8.52	0.00
0.10	2.05	2.39	12.27	12.27	0.00
0.12	2.39	2.73	16.71	16.71	0.00
0.13	2.73	3.07	21.82	21.82	0.00
0.15	3.07	3.41	27.62	27.62	0.00
0.17	3.41	3.75	34.10	34.10	0.00
0.18	3.75	4.09	41.26	41.26	0.00
0.20	4.09	4.43	49.10	49.10	0.00
0.22	4.43	4.77	57.62	57.62	0.00
0.23	4.77	5.11	66.81	66.82	0.01
0.25	5.11	5.46	76.68	76.70	0.01
0.27	5.46	5.80	87.22	87.25	0.01
0.28	5.80	5.57	98.45	98.47	0.01
0.30	5.57	5.34	109.78	109.81	0.01
0.32	5.34	5.11	120.65	120.69	0.02
0.33	5.11	4.88	131.07	131.10	0.02
0.35	4.88	4.65	141.02	141.06	0.02
0.37	4.65	4.42	150.52	150.56	0.02
0.38	4.42	4.19	159.55	159.59	0.02
0.40	4.19	3.97	168.13	168.17	0.02
0.42	3.97	3.74	176.25	176.29	0.02
0.43	3.74	3.51	183.91	183.95	0.02
0.45	3.51	3.28	191.11	191.15	0.02

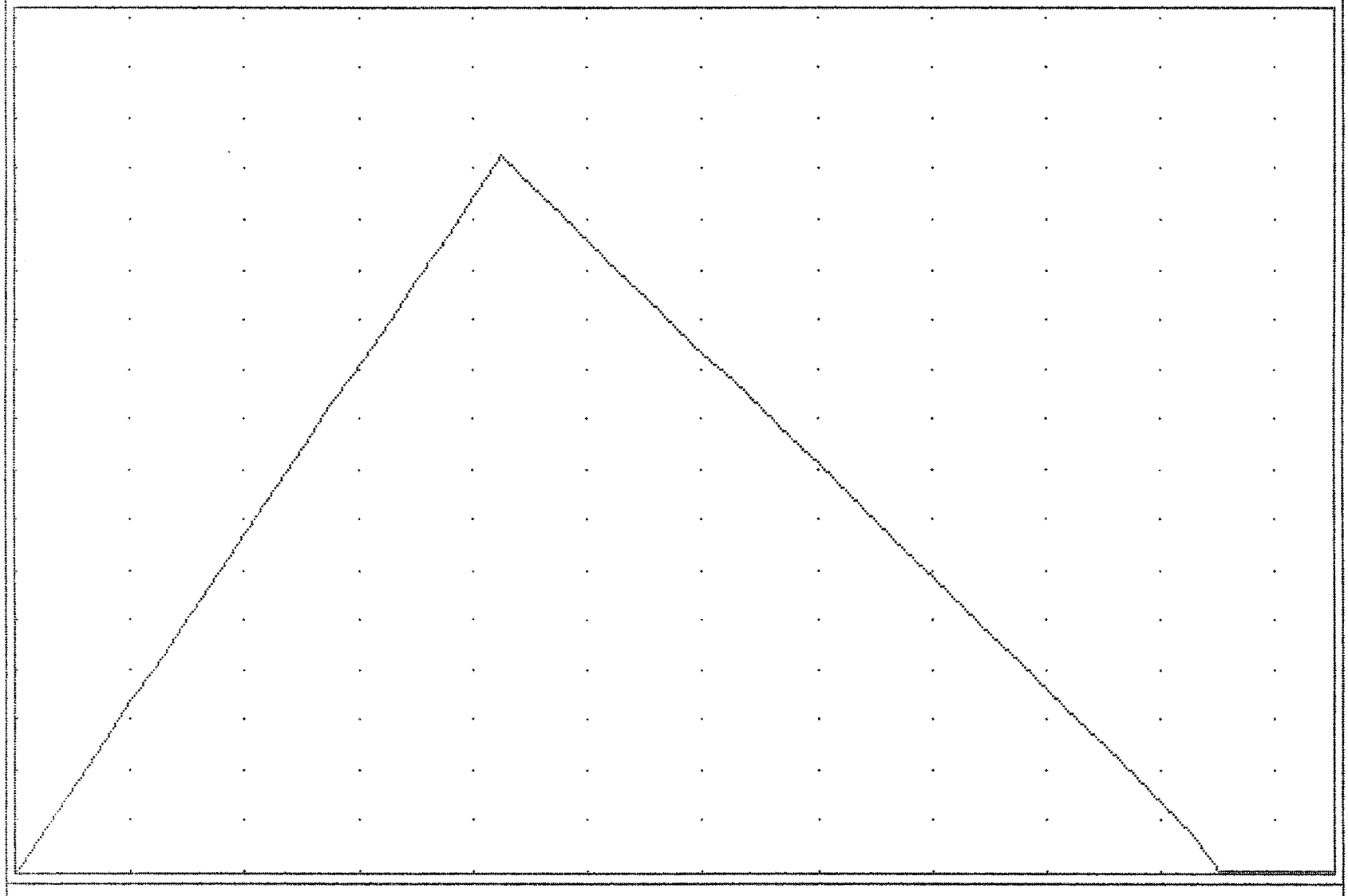
HYDROGRAPH DISCHARGE TABLE Cont'd (2-YR POST-DEV)

TIME hrs	INFLOW (i) cfs	INFLOW (j) cfs	2S/dt-O (i) cfs	2S/dt+O (j) cfs	OUTFLOW cfs
0.47	3.28	3.05	197.85	197.90	0.02
0.48	3.05	2.82	204.13	204.18	0.02
0.50	2.82	2.59	209.96	210.00	0.02
0.52	2.59	2.36	215.32	215.37	0.02
0.53	2.36	2.14	220.23	220.28	0.02
0.55	2.14	1.91	224.68	224.73	0.02
0.57	1.91	1.68	228.67	228.72	0.03
0.58	1.68	1.45	232.20	232.25	0.03
0.60	1.45	1.22	235.28	235.33	0.03
0.62	1.22	0.99	237.89	237.95	0.03

Maximum outflow (cfs) = 0.03
Maximum storage (cu ft) = 7322
Maximum elevation (ft) = 26.78

Qp = 7.1 RATIONAL 10 Yr

10-YEAR POST-DEVELOPMENT

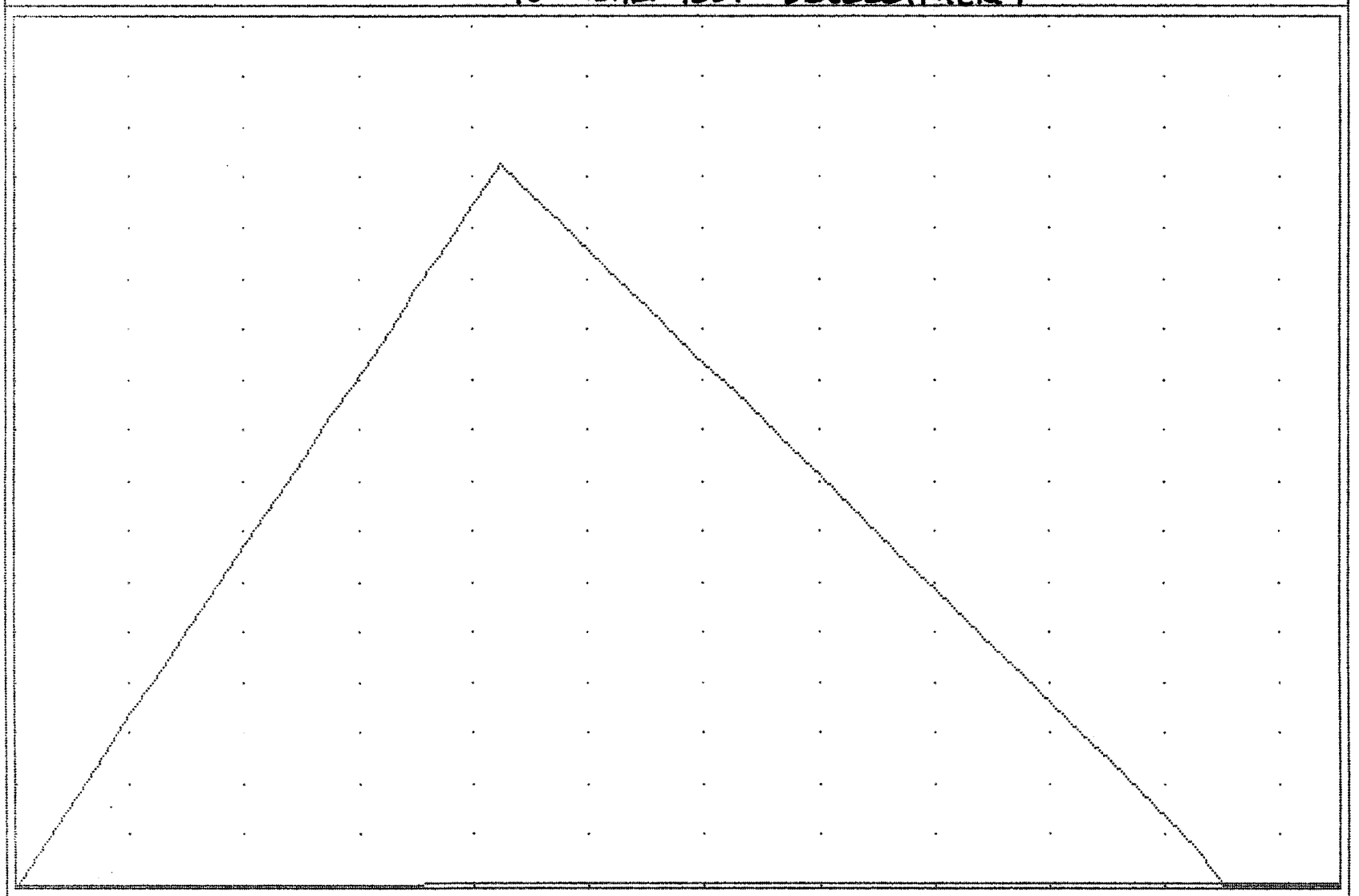


HGU = 4 min 3 VGU = 0.5 cfs

VOL = (cuft/acft) = 9098 / 0.209

Qp = 0.0 RESERVOIR ROUTE 10 Yr

10-YEAR POST-DEVELOPMENT



HGU = 4 min 4 VGU = 0.5 cfs

MAX STORAGE = 9056

MAX ELEVATION = 27.07

HYDROLOGIC REPORT

ROUTING 10-TAER STORM.
THRU MARSH POND.....
.....

Hyd. No. 4

Hydrograph type = RESERVOIR ROUTE Peak discharge = 0.03 cfs
Storm frequency = 10 yr Time interval = 1 min
Inflow hyd. no. = 3 Reservoir no. = 1

HYDROGRAPH DISCHARGE TABLE

TIME hrs	INFLOW (i) cfs	INFLOW (j) cfs	2S/dt-O (i) cfs	2S/dt+O (j) cfs	OUTFLOW cfs
0.05	1.26	1.68	3.78	3.78	0.00
0.07	1.68	2.10	6.72	6.72	0.00
0.08	2.10	2.52	10.50	10.50	0.00
0.10	2.52	2.94	15.13	15.13	0.00
0.12	2.94	3.36	20.59	20.59	0.00
0.13	3.36	3.78	26.89	26.89	0.00
0.15	3.78	4.20	34.04	34.04	0.00
0.17	4.20	4.62	42.02	42.02	0.00
0.18	4.62	5.04	50.84	50.84	0.00
0.20	5.04	5.46	60.50	60.51	0.00
0.22	5.46	5.88	70.99	71.00	0.01
0.23	5.88	6.30	82.31	82.33	0.01
0.25	6.30	6.72	94.47	94.49	0.01
0.27	6.72	7.14	107.47	107.49	0.01
0.28	7.14	6.86	121.30	121.33	0.02
0.30	6.86	6.58	135.27	135.31	0.02
0.32	6.58	6.30	148.68	148.72	0.02
0.33	6.30	6.02	161.52	161.56	0.02
0.35	6.02	5.74	173.81	173.85	0.02
0.37	5.74	5.46	185.53	185.57	0.02
0.38	5.46	5.18	196.68	196.73	0.02
0.40	5.18	4.90	207.28	207.33	0.02
0.42	4.90	4.62	217.31	217.36	0.02
0.43	4.62	4.34	226.78	226.83	0.02
0.45	4.34	4.06	235.69	235.74	0.03

HYDROGRAPH DISCHARGE TABLE Cont'd (10-YEAR POST-DEV.)

TIME hrs	INFLOW (i) cfs	INFLOW (j) cfs	2S/dt-O (i) cfs	2S/dt+O (j) cfs	OUTFLOW cfs
0.47	4.06	3.78	244.04	244.09	0.03
0.48	3.78	3.50	251.83	251.88	0.03
0.50	3.50	3.22	259.05	259.10	0.03
0.52	3.22	2.94	265.71	265.77	0.03
0.53	2.94	2.66	271.81	271.87	0.03
0.55	2.66	2.38	277.35	277.41	0.03
0.57	2.38	2.10	282.33	282.39	0.03
0.58	2.10	1.82	286.75	286.81	0.03
0.60	1.82	1.54	290.61	290.67	0.03
0.62	1.54	1.26	293.90	293.96	0.03
0.63	1.26	0.98	296.64	296.70	0.03

Maximum outflow (cfs) = 0.03
Maximum storage (cu ft) = 9056
Maximum elevation (ft) = 27.07

Option 1 STAGE / STORAGE TABLE R to reset

1. RESERVOIR No = 1. 2. RESERVOIR NAME = MARSH POND..

3. S = Ks * Z^b

Ks = 0............. b = 0..........

START ELEV = 0..... INCREMENT = 0...

	STAGE ft	ELEVATION ft	CO AREA sq ft	INC STORAGE cu ft	TOT STORAGE cu ft
4	0.00	25.40.	3920....	0	0
5	0.60	26.00.	4700....	2586	2586
6	2.60	28.00.	7400....	12099	14685
7	0.00	0.00.	0.......	0	0
8	0.00	0.00.	0.......	0	0
9	0.00	0.00.	0.......	0	0
10	0.00	0.00.	0.......	0	0
11	0.00	0.00.	0.......	0	0
12	0.00	0.00.	0.......	0	0
13	0.00	0.00.	0.......	0	0
14	0.00	0.00.	0.......	0	0

Change item number: DY to cont

12" CULV. @ EL 25±
RISER BOX @ CREST EL. 27.5
1" ORIF @ EL 25.75
ES EMB. @ EL 29.0

Reservoir No. 1 OUTLET STRUCTURES

CULVERT STRUC A. Q=CoA[2gh/k]^.5

1. WIDTH (in) = 12.
2. HEIGHT (in) = 12.
3. No. BARRELS = 1..
4. INVERT ELEV. = 25.4.....
5. Co = 0.60
6. CULVERT LENGTH (ft) = 20..
7. CULVERT SLOPE (%) = .5..
8. MANNING'S N-VALUE = .013

CULVERT STRUC B. Q=CoA[2gh/k]^.5

9. WIDTH (in) = 1..
10. HEIGHT (in) = 1..
11. No. BARRELS = 1..
12. INVERT ELEV. = 25.75....
13. Co = 0.60
14. CULVERT LENGTH (ft) = 0...
15. CULVERT SLOPE (%) = 0...
16. MANNING'S N-VALUE = .013
17. MULTI-STAGE OPTION ? (Y/N) N

WEIR STRUCTURE A. Q=CwLH^EXP

18. CREST LENGTH (ft) = 2......
19. CREST ELEVATION = 27.5...
20. Cw = 3.00
21. EXP = 1.50
22. MULTI-STAGE OPTION ? (Y/N) Y

WEIR STRUCTURE B. (ES) Q=CwLH^EXP

23. CREST LENGTH (ft) = 200....
24. CREST ELEVATION = 29.....
25. Cw = 3.00
26. EXP = 1.50
27. MULTI-STAGE OPTION ? (Y/N) N

Change item number: 0 DY to cont

HYDROLOGIC REPORT

STAGE / STORAGE / DISCHARGE

RESERVOIR NUMBER = 1

RESERVOIR NAME = MARSH POND.. (* Controlled by Culv Structure A)
STORAGE VALUES WERE INPUT MANUALLY

DISCHARGE VALUES: CULVERT STRUCT A. Q = .6 *A*[2gh/k]^.5 * 1
CULVERT STRUCT B. Q = .6 *A*[2gh/k]^.5 * 1
* WEIR STRUCT A. Q = 3 * 2 * H ^ 1.5
WEIR STRUCT B. Q = 3 * 200 * H ^ 1.5

ELEVATION	DISCHARGE (cfs) CULVERT A	CULVERT B	WEIR A	WEIR B
25.40	0.00	0.00	0.00	0.00
26.00	1.44	0.01	0.00	0.00
28.00	5.48	0.04	2.12	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00

STAGE	ELEVATION	INC STOR cu ft	TOT STOR cu ft	OUTFLOW cfs
0.00	25.40	0	0	0.00
0.60	26.00	2586	2586	0.01
2.60	28.00	12099	14685	2.16
0.00	0.00	0	0	0.00
0.00	0.00	0	0	0.00
0.00	0.00	0	0	0.00
0.00	0.00	0	0	0.00
0.00	0.00	0	0	0.00
0.00	0.00	0	0	0.00
0.00	0.00	0	0	0.00
0.00	0.00	0	0	0.00

7.

Geotechnical reports

8. Correspondence

OCT 2002
RECEIVED
ENVIRONMENTAL DIVISION

Fred Nice Construction Co. LLC
4524 The Foxes,
Williamsburg, Va. 23188
10/07/02

Scott Thomas
101-B Mounts Bay
Williamsburg, Va. 23185

Dear Mr. Thomas,

After speaking with Mr. Joe Buchite this morning, It was brought to my attention that our proposed driveway at 3308 Dartmoor Ct. encroaches the 25 ft. pond buffer. I am requesting a variance to slightly encroach this buffer for the driveway only. Thank you for your consideration. We look forward to hearing from you via. fax or phone.

Fax. 229-6286

Phone: 229-6676

Thank you,

Fred Nice

APPROVED
James City County
Environmental Division
By: _____
Date: 10/07-02

LOCATION: Lot 13, Section 5, Westray Downs, 3308 Dartmoor Court (County BMP ID Code: MC 019)

Variance request to County BMP Manual pond buffer and setback requirements as submitted on October 9th 2002 by the Owner/Applicant reviewed and found to be acceptable. Efforts should be made to preserve existing trees and vegetation in the buffer during construction and to landscape or stabilize impacted buffer to resemble meadow or forest area with native trees, shrubs and ground cover to the greatest extent possible. The future tenant of the constructed home should be made fully aware of the existence of the adjacent shallow marsh pond, it's associated pond buffer and the provisions of this variance.

OCT 2002
RECEIVED
ENVIRONMENTAL DIVISION

Fred Nice Construction Co. LLC
4524 The Foxes,
Williamsburg, Va. 23188
10/07/02

Scott Thomas
101-B Mounts Bay
Williamsburg, Va. 23185

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Fax. 229-6286
Phone: 229-6676

Thank you,
Fred Nice

AES CONSULTING ENGINEERS
Engineering, Surveying and Planning
5248 Olde Towne Road, Suite 1
WILLIAMSBURG, VIRGINIA 23188

(757) 253-0040
FAX (757) 220-8994

LETTER OF TRANSMITTAL

DATE	JOB NO.
April 23, 1997	5887-5

ATTENTION: Pat Menichino

RE: Westray Downs, Section 5

TO James City County
Environmental Division

WE ARE SENDING YOU ☑ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
3			As-Builts for BMP

APR 1997
RECEIVED
CODE COMPLIANCE OFFICE

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☐ For review and comment ☐ _____

☐ FOR BIDS DUE _____ 19____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS

COPY TO _____ SIGNED: V. Marc Bass

If enclosures are not as noted, kindly notify us at once.

OK - DEC

AES CONSULTING ENGINEERS
FAX MEMORANDUM

5248 Olde Towne Road
Suite 1
Williamsburg, Virginia 23188

Telephone Number
(757) 253-0040
Fax Number
(757) 220-8994

SEND TO: Darryl Cook **COMPANY:** JCC Code Compliance

FAX NUMBER: **DATE:** 8/13/96

FROM: Marc Bennett

REGARDING: Westray Downs Section 5 BMP

AES PROJECT NUMBER: 5887-5

TOTAL NUMBER OF PAGES BEING SENT (including this cover sheet):
If this transmittal is incomplete or if you have any questions, please call. Thank You.

REMARKS/NOTES:

Darryl,

Dr. Henderson has forwarded this to me for consideration. In my brief review of these documents, I concur with Coastal Wetlands. I hope you are ~~[illegible]~~ in agreement.

Marc

8/12/96

Mr. Marc Bennett
c/o AES
5248 Olde Town Road
Williamsburg, Va.

Dear Marc:

Attached is a copy of a proposal from Coastal Wetlands Nursery for an alternate planting scheme for the "BMP" in section 5 of Westray Downs. Also enclosed is a copy of the original planting scheme proposed for this area which the county has approved.

After meeting with Mr. James Stover (Coastal Wetlands) and discussing the long term effects of both planting schemes I would prefer to follow the recommendations that Coastal Wetlands has made as it makes more sense ecologically and aesthetically for the community. I need to ask you to review the change with Darryl Cook and see if the JCC will sign off on this.

Yours truly,

Clifford E. Henderson M.D.

MAIL: P.O. BOX 1018
GLOUCESTER PT. VA 23062.

ADDRESS: 6695 WILKINS RD.
GLOUCESTER VA 23061.

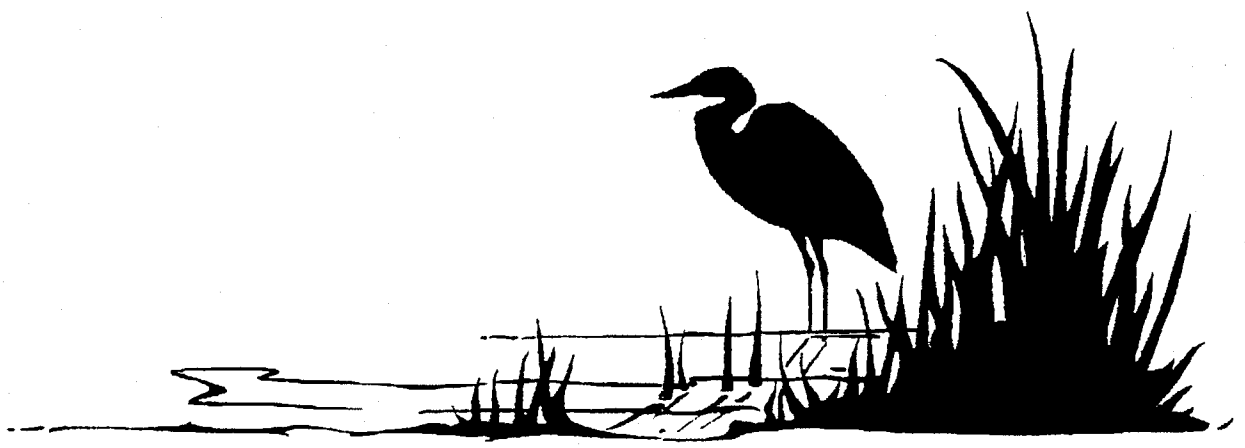
COASTAL
WETLANDS
NURSERY
INC.

(804) 693-2619

BMP PLANTING

FOR

WESTRAY DOWNS



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COASTAL WETLANDS NURSERY INC.

(804) 693-2619

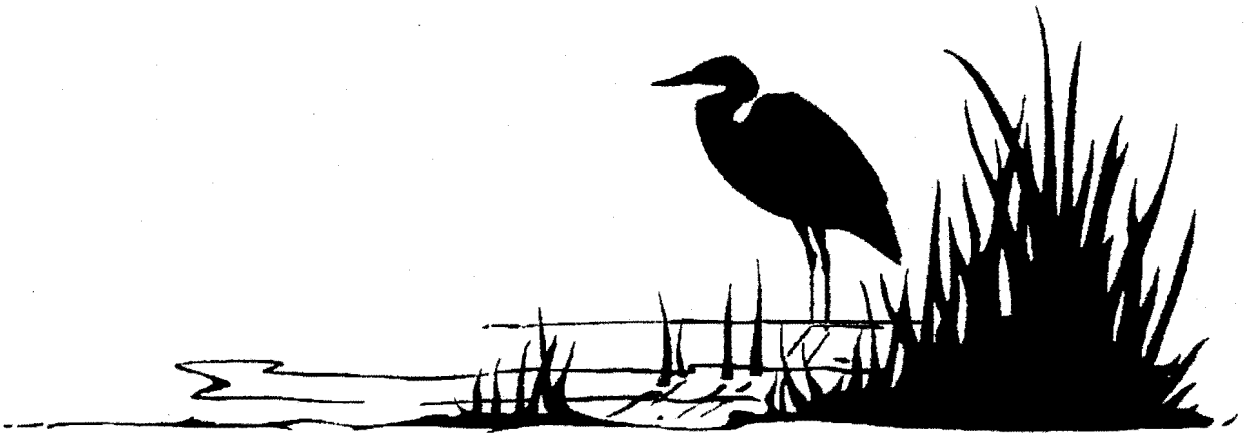
Concerning the area of marsh augmentation to be planted with common cattails. since aesthetics is a concern at this location and function is the goal, Coastal Wetlands Nursery would recommend different plant species be used to acquire this considering that cattails (Typha latifolia) are invasive and can take over areas beyond those for which they were intended. Coastal Wetlands Nursery would suggest the following plant species

Pickerel weed	Pontederia Cordata
Iris	Iris Pseudacorus
Thalia	Thalia dealbata
Marsh Hibiscus	Hibiscus Moscheutos
Juncus	Juncus Effusus
Bulrush	Scirpus Validus
Woolgrass	Scirpus Cyperinus

Approx. number of plants will be 2000 on two foot centers, plant locations will be determined by each species most suited hydrology at site.

number of plants 2000

approx. cost $3,000.00



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GLOUCESTER VA 23061.

COASTAL WETLANDS NURSERY INC.

(804) 693-2619

Scope

The work covered in this plan will include furnishing all labor, plants, equipment and materials, and performing all operations required to complete the installation of the wetlands vegetation as discussed with Cliff Henderson.

Contractor's Responsibilities

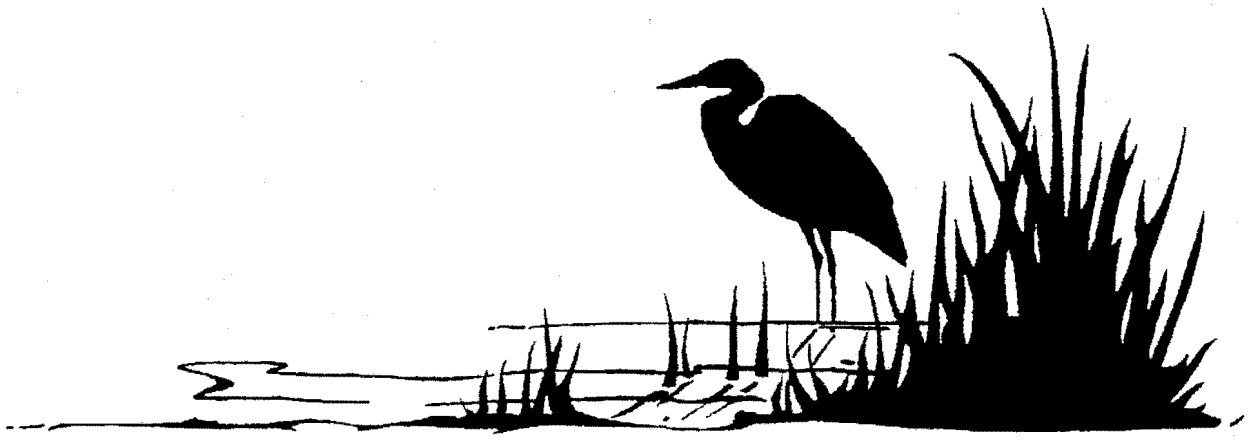
The Contractor will be responsible for replanting any areas which do not show the proper density of wetland vegetation for a period of one (1) year from the date of acceptance of the finished project. The minimum acceptable density of surviving wetland species vegetation will be 80%. Barring any act of nature.

Materials

Fertilizer: Each transplant site will be fertilized with, "Omocote 8 to 9 Month 18-6-12 fast start" (or equivalent slow-release) Fertilizer will be placed in the planting hole at the time of planting or tablets for under water use.

The responsibility of the Contractor to maintain the vigor of the plants held at the site during site preparation work and construction.

Plantings will be made by hand with dibble, spade or shovel by opening a hole, closing the hole and firming the soil around the plant so that the surface soil is three to four inches above the top of the root mass. If the soil at the planting site is not wet or damp, the plants will be well-watered, with fresh water.



MARSH AUGMENTED BMP

THE MARSH AUGMENTED BMP, SHOWN HEREON, HAS BEEN DESIGNED TO FUNCTION AS A TEMPORARY SEDIMENT TRAP AND A WATER QUALITY BMP (BEST MANAGEMENT PRACTICE).

PRIOR TO OTHER LAND DISTURBANCE ACTIVITIES, THE BMP AND OUTFALL DITCH AREAS SHALL BE CLEARED AND GRADED AS SHOWN, AND THE OUTLET CONTROL STRUCTURE (SEE "DETAIL – MARSH AUGMENTED BMP") SHALL BE INSTALLED.

UPON STABILIZATION OF DISTURBED AREAS AND COMPLETION OF CONSTRUCTION ACTIVITIES, THE FUNCTION OF THE BMP AS A TEMPORARY SEDIMENT TRAP SHALL BE DISCONTINUED BY REMOVING AND PROPERLY DISPOSING OF ACCUMULATED SEDIMENT. THE BMP SITE SHALL BE REGRADED TO ESTABLISH A FLOOR ELEVATION OF 25.2, WITH A COVERAGE OF 3920 SQUARE FEET FOR THE MARSH AUGMENTATION.

THE AREA OF MARSH AUGMENTATION SHALL BE PLANTED WITH COMMON CATTAILS 3' ON CENTER. THE OTHER DISTURBED AREAS WITHIN THE 100' RPA BUFFER SHALL BE PLANTED WITH A CONSERVATION MIX COMPOSED OF REBEL II FESCUE, SWITCH GRASS, PERENNIAL RYEGRASS AND WEEPING LOVEGRASS.

LIMITS OF
OD PLAIN
LDOUT)

Suite 1

11.

Miscellaneous

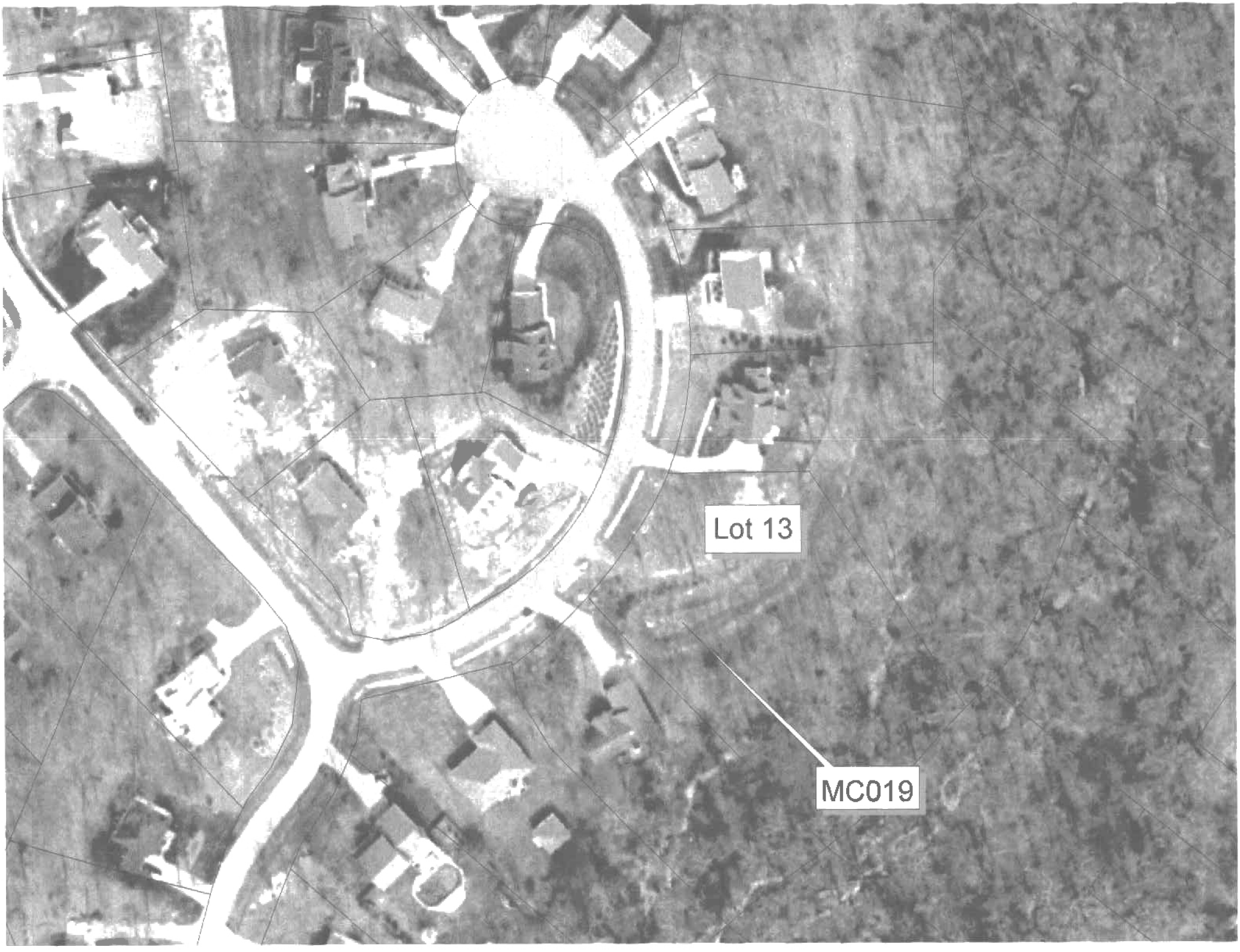
WATERSHED	MC	MAINTENANCE PLAN	No	CTRL STRUC DESC	Riser Box
BMP ID NO	019	SITE AREA acre	7.5	CTRL STRUC SIZE inches	Unk
PLAN NO	Unknown	LAND USE	SF Residential	OTLT BARRL DESC	CPP Barrel
TAX PARCEL	(47-22)(1-13)	old BMP TYP	Shallow Marsh	OTLT BARRL SIZE inch	12
PIN NO	4722100013	JCC BMP CODE			
CONSTRUCTION DATE	1/1/1995	POINT VALUE	9	EMERG SPILLWAY	No
PROJECT NAME	Westray Downs Sec 5			DESIGN HW ELEV	27.5
FACILITY LOCATION	3308 Dartmoor Ct.			PERM POOL ELEV	None
CITY-STATE	Williamsburg, Va. 23185	SVC DRAIN AREA acres	3.45	2-YR OUTFLOW cfs	0.03
CURRENT OWNER	Colonial Capital Dev Co.			10-YR OUTFLOW cfs	0.03
OWNER ADDRESS				REC DRAWING	Yes
OWNER ADDRESS 2		SERVICE AREA DESCRI	SF Residential & Roadway		
CITY-STATE-ZIP CODE	Virginia Beach, Va 23455	IMPERV AREA acres	3.11	CONSTR CERTI	No
OWNER PHONE		RECV STREAM	UT of Mill Creek		
MAINT AGREEMENT	Yes	EXT DET-WQ-CTRL	Yes	LAST INSP DATE	12/18/2000
EMERG ACTION PLAN	No	WTR QUAL VOL acre-ft	0.1	INTERNAL RATING	3
		CHAN PROT CTRL	No	MISC/COMMENTS	
		CHAN PROT VOL acre-ft	0	Dry Det with Shallow Marsh bottom. 2- and 10- control.	
		SW/FLOOD CONTROL	Yes		
		GEOTECH REPORT	No		

Get Last BMP No

Return to Menu

MC019

MC019


Lot 13
MC019

AES CONSULTING ENGINEERS
Engineering, Surveying and Planning
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TO James City County
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REMARKS

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FAX

ATTN. Mr. Scott Thomas

Fax Number 757-259-4032

Phone Number

FROM Fred Nice

Fax Number 757-229-6286

Phone Number 757-229-6676

SUBJECT

Number of Pages 2

Date 10/7/2002

MESSAGE