

**BAY BREEZE POINT
HOMEOWNERS ASSOCIATION**

GUIDELINES

FOR

THE CONSTRUCTION OF A HOME

ARCHITECTURAL REVIEW BOARD

***** Notice of Interest *****

This document has been prepared in a user friendly approach as an aid in construction of a home within Bay Breeze Point, e.g., all references to "Declarant" have been removed. Please remember this is an aid/guide that has consolidated numerous items from Bay Breeze Point's governing documents, but it does not remove the requirement to ensure compliance with existing governing documents.

ARTICLE I PREAMBLE

The property owner and his/her builder shall abide by the following guidelines for the construction of a home prior, during and upon completion of construction at Bay Breeze Point.

Section 1. Time Period. There is no time period in which a lot owner must build a house on his/her lot. However, when construction does begin, the house and landscaping must be finished within 12 months of when the lot clearing commences. Construction of foundations must be completed within 60 days from the commencement of lot clearing. Framing of the house must begin within four weeks from the completion of the foundations.

Section 2. Review Fee. The Association retains the right to appoint outside expertise (e.g., architect, engineer, planner, surveyor, attorney) to advise the ARB as to the acceptability of the plans and specifications submitted. If outside expertise is required, the homeowner submitting the plans will be responsible for payment of associated fees. In addition, per "Declaration of Covenants, Restrictions, Reservations and Easements of Bay Breeze Point" (Section 6.3.), the ARB review process may involve administrative fees. Note: The applicant will be advised of the need for outside expertise.

Section 3. City Approvals. Nothing herein shall be construed to relieve any property owner from obtaining all the necessary approvals from the City of Norfolk for the plans and specifications, in conformance with City Ordinances and the development plan.

Section 4. Failure to Approve Plans. Should the ARB fail to approve or disapprove the complete submittal by the owner of a lot within 30 days after written request for such review, then approval is not required.

ARTICLE II ARCHITECTURAL CONTROL

Section I. Plans to be Submitted. Before commencing the construction, erection or installation of any building, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, pool or any improvement or other structure, (each of the foregoing being hereinafter referred to as an "Improvement"), on any Lot or Parcel, including any site work in preparation therefore, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in any manner that alters the exterior appearance, (including paint color), of the Improvement or of the Lot or the Parcel on which it is situated, each Owner shall submit to the Architectural Review Board the following:

1. **A completed application** on the form provided by the Architectural Review Board.
2. **A proposed construction timetable** (begin and end dates).
3. **One (1) set of plans and specifications** of the proposed construction, erection, installation, alternation, enlargement, demolition or removal, which plans and specifications shall include (unless waived by the Architectural Review Board):
 - (i) **A site plan** showing the size, location and configuration of all improvements, including driveways and landscaped areas, and all setback lines, buffer areas and

other features required under the Zoning Ordinance.

- (ii) **Landscaping plans** showing the trees to be removed and to be retained and shrubs, plants and ground cover to be installed. **NOTE: Any unplanted areas in the front and side yards to the rear corner of the house must be sodded with “Bermuda” grass.**
- (iii) **Architectural plans** of the improvements showing exterior elevations, construction materials, exterior colors, and driveway material;
- (iv) **Samples of exterior finishes**, including siding, paint samples, brick samples or brochures of same;
- (v) **A sediment and erosion control plan;**
- (vi) **A tree protection plan**, if applicable; and
- (vii) **Such other information as the Architectural Review Board in its discretion shall require.**

The Architectural Review Board may, in its sole discretion, waive the requirement that any or all of the required plans be submitted in a particular case where it determines such plans are not necessary to properly evaluate the application.

IMPORTANT NOTE: The Architectural Review Board will not begin to review any Plans until an application form has been submitted ALONG WITH ALL OF THE REQUIRED ITEMS LISTED ABOVE.

The application and all supporting documents must be submitted *IN HARD COPY FORM* to the Architectural Review Board *via the property management company under contract with Bay Breeze Point Home Owners Association* pursuant to Article XI of the Declaration, for so long as all members of the Architectural Review Board are appointed by the Board of Directors, and thereafter the application, plans and the proposed construction schedule may be submitted to the Architectural Review Board at the address of the Association in the same manner as notices are to be sent to the Association pursuant to Article XI. **ELECTRONIC APPLICATIONS FOR THE CONSTRUCTION OF A NEW HOME WILL NOT BE ACCEPTED.**

Section 2. Consultation with Architects, etc., Administrative Fee. In connection with the discharge of its responsibilities, the Architectural Review Board may engage or consult with architects, engineers, planners, surveyors, attorneys and others. Any person seeking the approval of the Architectural Review Board agrees to pay all fees thus incurred by the Architectural Review Board and further agrees to pay an administrative fee to the Architectural Review Board in such amount as the Architectural Review Board may from time to time reasonably establish. The payment of all such fees is a condition to the approval or disapproval by the Architectural Review Board of any Plans, and the commencement of review of any plans may be conditioned upon the payment of the Architectural Review Board's estimate of such fees.

Section 3. Approval of Plans. The Architectural Review Board shall not approve the plans for any improvement that would violate any of the provisions of this Declaration or of any Supplemental Declaration applicable thereto. In all other respects, the Architectural Review Board may exercise its sole discretion in determining whether to approve or disapprove any plans, including, without limitation, the location of any improvement on a Lot or Parcel. Provided the plans are submitted in

accordance with this Article, the Architectural Review Board shall approve, approve subject to modification or disapprove the same within thirty (30) days from the date of their receipt. Should no action be taken by the Architectural Review Board within said time period, the plans shall be deemed approved.

Section 4. No Structures to be Constructed Without Approval. No improvement shall be constructed, erected, installed or maintained on any Lot or Parcel, nor shall any improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance, (including paint color), of the improvement or of the Lot or the Parcel on which it is situated, unless the application, plans and construction schedule have been approved by the Architectural Review Board. After the application, plans and construction schedule have been approved, all improvements shall be constructed, erected, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule approved by the Architectural Review Board.

Section 5. Guidelines May Be Established. The Architectural Review Board, may, in its discretion, establish further guidelines and standards to be used in considering whether to approve or disapprove plans. Such guidelines may include, without limitation, uniform standards for signage, garages and parking enclosures, clothes lines or other drying apparatus, antennae and satellite dishes, mailboxes and mailbox supports, fences and walls, storage of firewood, lighting, size, placement and location of structures, improvements and landscaping. However, nothing contained in this Declaration shall require the Architectural Review Board to approve the plans for improvements on a Lot or a Parcel on the grounds that the layout, design and other aspects of improvements approved by the Architectural Review Board for another Lot or Parcel. The guidelines adopted by the Architectural Review Board may vary between Sections.

Section 6. Limitation of Liability. The approval by the Architectural Review Board of any plans, and any requirement by the Architectural Review Board that the plans be modified, shall not constitute a warranty or representation by the Architectural Review Board of the adequacy, technical sufficiency of safety of the improvements described in such plans, as the same may be modified, and the Architectural Review Board shall have no liability whatsoever for the failure of the plans or the improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Architectural Review Board have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages, (consequential or otherwise), that may be incurred or suffered on account of the Architectural Review Board's approval, disapproval or conditional approval of any plans.

Section 7. Other Responsibilities of Architectural Review Board. In addition to the responsibilities and authority provided in this Article, the Architectural Review Board shall have such other rights, authority and responsibilities as may be provided elsewhere in this Declaration, in any Supplemental Declaration and in the Bylaws.

ARTICLE III USE OF PROPERTY

Section 1. Land Use; Subdivision and Rezoning; Easements. None of the real property which is or shall become subject to the provisions of these guidelines shall be subdivided or rezoned without the prior written consent of the Architectural Review Board. The subdivision, site plan and landscape plan of the said property and any changes to the present zoning of the said property shall be subject to the prior approval of the Architectural Review Board, which approval procedure shall be as set forth in the Declaration.

Section 2. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within twelve (12) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 3. Size of Structures. No residence shall be erected with less than Two Thousand (2,000) square feet of floor space, exclusive of garages, rooms over garages, porches and breezeways. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one (1) detached single-family dwelling with roofing materials equal to or greater than a "40 year" grade composite shingle, not to exceed three (3) stories in height..

Section 4. Drainage. The dwelling erected on any of said lots shall, at the time of construction, be connected to public sewer and water systems. All plans must provide for positive drainage as required by the City of Norfolk. In the event grading and drainage do not comply with the approved plans, the lot owner shall, at his expense, make all corrections or modifications as required . In addition, the total improved area of a lot (driveways and buildings) shall not exceed the requirements of the City of Norfolk in compliance with the Storm Water Recovery Statute of the Commonwealth of Virginia or its future amendments (currently 2,805 square feet). No driveway shall be constructed or maintained to or on any of said lots in such manner as to obstruct the normal drainage of the street on which said lot fronts, and to that end, such driveway shall have either an apron or proper design, or an adequate drain pipe installed under the driveway for the purpose.

Section 5. Contractor License Requirements. All building or swimming pool plans must also provide evidence that the construction being performed is being undertaken by a contractor possessing a Virginia State Class "A" contracting license. Any other structural construction, other than a mailbox, will require a contractor possessing a Virginia State Class "A" or "B" contracting license.

ARTICLE IV CONSTRUCTION REQUIREMENTS, GUIDELINES AND RESPONSIBILITIES

Section 1. Limitations on Height of Building and Minimum of Square Feet of Building. No building shall be erected or allowed to remain on any lot except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic

servants. No building shall exceed three (3) stories in height. All garages, porches, storage areas, tool cabins, garden houses, or similar structures, must be attached to the dwelling house and be constructed so as to constitute one (1) building only. The house shall occupy a fully enclosed floor area, including attached garage or porch or porches, of not less than two thousand (2,000) square feet. In computing such minimum areas, the area of porches and garages shall not be included for calculation of the square footage. No lot shall be re-subdivided without the express written consent of Bay Breeze Point HOA.

Section 2. Colors and Changes in Plans or Colors. No lot owner may construct a home on a lot of the same exterior color as a home on an adjoining lot. A lot owner shall not use bright or neon colors for any item that may be painted. A color swatch shall be submitted to the ARB with the application for approval. If a lot owner makes any subsequent changes to the plans or colors, as approved, these must be submitted to the Bay Breeze Point Homeowner's Association Architectural Review Committee and the City of Norfolk.

Section 3. Water/Sewer Lines. The lot owner should have his builder verify the sewer inverts serving the property to correctly set the finished floor elevations to assure adequate drainage. When designing the foundations, lot owners should check on the location of any abutting sewer lines and their depth. This may require additional design considerations if the sewer line is at a greater than normal depth to preclude subsidence.

Section 4. Fencing. Fencing other than screening of mechanical equipment is discouraged and shall generally not be approved by Bay Breeze Point. Any proposed fencing must be approved by the Architectural Review Board. The Lot owners must comply with those provisions regarding fencing as contained in the Exterior Alteration Guidelines and Article VII of the "Declaration of Covenants, Restrictions, Reservations and Easements of Bay Breeze Point".

Section 5. Damage. It is the responsibility of the lot owner to insure that any damage to road shoulder, curb and gutter caused by his contractor on his or any adjoining or neighboring lot is promptly repaired.

Section 6. Driveway. The driveway should be exposed aggregate consistent with the valley gutter and sidewalk or as approved by the ARB. No driveway shall be constructed which interferes with the normal drainage of the street on which the lots fronts.

Section 7. Garages. Each house must include a garage with a minimum capacity of two cars with either a double door or two single doors.

Section 8. Vents. Foundation vents shall be wood or as approved by the ARB.

Section 9. Plumbing and Roof Stacks. All plumbing and roof stacks will be located in the rear of the house except as approved by ARB.

Section 10. Flashing. All flashing (unless copper) around roof stacks, etc. will be painted a color similar to the roof color.

Section 11. Siding. All siding must be either vinyl of grade 026 or 028, brick, cement board or cedar shakes.

Section 12. Windows. All windows must be DP 35 or better.

Section 13. Shingles. All shingles must be of an architectural grade and be of a "40 year" grade composite or better.

**ARTICLE V
OWNER/BUILDER RESPONSIBILITIES
DURING CONSTRUCTION**

Section 1. General. It is important that unsightly or hazardous items such as trash/debris, mud discarded building materials are cleared from the building site and the surrounding areas on a regular and timely basis. Any damage caused by the builder must be corrected as soon as possible. It is equally important that noise levels during house construction be kept to a minimum; therefore, work days and hours and certain site activities are restricted as discussed below. These restrictions must be kept in mind when construction schedules are developed and completion dates are negotiated.

Section 2. Lot Owner's Responsibilities/Deposit. The lot owner is responsible at all times for the work done by his/her contractor on the building site as well as for damage done by the builder off the site, including neighboring lots, roads, curbs, gutters, drainage areas and structures, sidewalks, common areas, parking areas, etc. Bay Breeze Point may require the lot owner to provide the Association with a deposit to insure against possible damages. The lot owner is responsible for any damages that may be caused to the roads or other common areas by his/her builder, employees or agents. If damages are not rectified by the lot owner within five days after receipt of a written warning from the property manager, the damage will be repaired by the Bay Breeze Point Homeowner's Association and charged against the lot owner's deposit. In the event the damage exceeds the funds remaining in the deposit, the lot owner will be required to pay the remaining balance in the cost of repairs. If the lot owner is also the builder, the responsibilities of the lot owner apply equally to the builder.

Section 3. Prior to Start of Construction. Prior to start of construction activities on the lot, except for the initial survey to determine clearing limits, the following items must be completed:

A. Portable Toilet — A portable toilet must be available on the lot for use by the builder, subcontractors and supplier employees. It must be serviced regularly and is not to give off noxious or offensive odors off of the site. It must not be located closer than 10 feet to a street, in the gravel driveway (see below), or within 10 feet of a property line with an occupied house.

B. Trash Container — A small (55 gallon) trash container must be available on site for collection of non-construction debris such as food wrappers, drinking cups, cans and other small trash items. This container is to be emptied no less than once per week and more often if the quantity of trash dictates. The builder must see to it that personnel on the site use this container rather than discarding their trash on the ground.

C. Construction Schedule — A construction schedule must be established prior to construction start and submitted to the property manager. A construction period greater than twelve months will not be permitted. The schedule must be followed in a timely, professional, and efficient manner. The lot owner is required to include a performance time frame in his/her contract with the builder. Any changes in the construction schedule during construction will be submitted to the property manager for approval. The construction schedule must be submitted to the property manager before the pre-construction meeting can be scheduled.

Section 4. Working Hours. Builders must keep in mind that people are living in this community, and conduct their operations accordingly. Normal working hours are from 7:00 a.m. to 5:00 p.m., Monday through Friday. No work of a noise-producing nature may be conducted on Sundays, or recognized holidays when most people are off from work, including Memorial Day, July 4, Labor Day, Thanksgiving, Christmas and New Year's Day. This means that activities such as clearing and grubbing, operation of mortar mixers, placing concrete, framing, roofing, other hammering and sawing operations not inside a closed house, etc. are permitted only during the normal working hours of 7:00 a.m. to 5:00 p.m., weekdays. This rule will be strictly enforced. The construction schedule should be prepared considering these restrictions. Any complaints that are not corrected immediately will entitle the property manager to refuse permission for the builder to work outside of normal working hours.

Section 5. Noise. Surrounding homeowners are entitled to the peaceful enjoyment of their homes. Accordingly, all noise levels will be kept to a minimum. In addition to the above rule on working hours, the following rules are in order:

A. Electric Generators — No electric generators of any kind are permitted. Dominion Virginia Power can provide temporary electric service. If the builder, subcontractors or suppliers wish to use electric tools, they must use service provided from a temporary Dominion Virginia Power meter, arranged and paid for by the builder. **There are no exceptions to this rule.**

B. Internal Combustion Engines No device requiring long-term use of an internal combustion engine (ICE) is to be used on site. The following uses of ICE's are permitted: power equipment used for clearing and grading, chain saws used during operations, periodic use of mixers for block and brick laying, transit concrete mixers while placing concrete, back hoe/front end loaders when used for digging and grading. Long-term, daily use of ICE's is not permitted.

C. Radios — No radios are permitted unless they are played inside the closed house with all windows and doors closed. No radio will be heard beyond the property line. Two-way truck radios may be used if they can be heard only from the truck cab.

D. Pets — No pets are to be brought on site by the builder, subcontractor, supplier employees.

E. Language — Loud cursing and offensive language will not be tolerated.

Section 6. Vehicles. Builder, subcontractor, supplier and worker vehicles will be parked on the lot of the house under construction, along the streets in an orderly manner, or in other designated parking areas. Vehicles are not to block or impede access to or from driveways or mailboxes in any way and should not be parked in front of or beside occupied dwellings. The following additional guidelines apply: Vehicles shall be operated in such a way as not to cause damage to adjoining lots or community property, including streets; Vehicle speed while on Bay Breeze Point streets should be kept under 25 miles per hour; and Vehicles leaking oil such that they stain the streets will be removed from Bay Breeze Point.

Section 7. Temporary Electric Service. The use of portable generators is not permitted. There is no exception to this rule. The builder should contact Dominion Virginia Power in a timely manner to assure that temporary electric service will be available when needed. The builder should ascertain which pad-mounted transformer will serve this temporary service pole and determine if crossing of adjacent lots with above-ground power cords will be required. It will be the builder's responsibility to notify any affected property owner and work out the details. Unresolved issues should be referred to the Property Manager.

Section 8. Clearing and Grading. Clearing and grading must be performed in accordance with the approved site plan.

Section 9. Silt Fence. During construction, the builder must install a silt fence for erosion and sediment control. If construction operations disturb the silt fence, the builder should immediately restore the fencing. The fencing may be permanently removed only when construction work is completed and the yard has been stabilized.

Section 10. Orange Safety/Debris Fencing. Immediately after clearing of the lot is completed, orange safety/debris fencing is to be placed around the perimeter of the lot and maintained in place through construction. If construction operations disturb the debris fencing, the builder must immediately restore it. The fencing may be removed only when construction work is completed and final grading and landscaping has commenced.

Section 11. Gravel Driveway. Immediately after clearing, a gravel base is to be installed in the proposed driveway entrance to limit the tracking of mud onto the streets. A minimum of four (4) inches of top soil should be removed from the driveway before installation of the gravel. The gravel base should be a minimum of six (6) inches in depth and consist of VDOT #1 course aggregate (2- to 3-inch stone). Crush and run is not acceptable. Details of the construction entrance are available from Norfolk's Zoning Office which will inspect the entrance periodically. The gravel drive must be maintained throughout the period of construction until permanent concrete driveway is installed. Fresh gravel may be required from time to time during construction. The builder will, on a daily basis, keep the gravel out of the curb and gutter and street to permit efficient run-off of rain water. The gravel drive is to be kept clear for use of delivery vehicles so they will not track mud onto the streets. The drive will not be used for large trash containers, the portable toilet, or for any other long-term storage.

Section 12. Signs and Permits. Only one builder's sign will be allowed. This sign must be approved by the Bay Breeze Point Homeowner's Association in advance of erection. No other signs will be permitted except for the hose bib and real estate broker's signs. Building permits must be placed on the builder's sign only and not on trees or other vegetation.

Section 13. Storage and Construction Materials. All construction materials must be stored neatly on the lot and not on the street, curb and gutter, sidewalks, shoulders, common areas, or adjoining lots. Material delivery vehicles are to use the gravel drive for making deliveries. Should a delivery vehicle run off the gravel and collect mud on its tires, the mud shall be removed on site prior to driving on the street. Delivery vehicles are to be operated in a safe manner without damage to the streets, other common areas, or adjacent lots. The lot owner will be held responsible for any damage to streets, adjoining properties, and common areas from the operation of delivery vehicles.

Section 14. Site Cleanliness. The construction site must be kept reasonably clean at all times during construction. Debris, lunch wrappings, drinking cups, etc., tossed around the site is not permitted. The following areas are emphasized:

A. Trash Container — The 55-gallon trash container for collection of non-construction debris is to be emptied at least once per week and more often if required because of large quantities or for pest-vermin control.

B. Weekly Clean-Up — As the last item of work on the last day of the work week, the builder should perform a site clean-up and leave the site as neat and free of debris as practical.

C. Nails — The builders, subcontractors, and suppliers will make a special effort to keep nails, screws, and other objects that can damage vehicle tires out of the streets and driveways.

D. Mortar/Paint/Concrete Damage — Mortar and paint shall not be mixed in the street. Concrete transit trucks will not clean their chutes in the street. Excess concrete may be deposited on the lot but must be removed when set up. Concrete and mortar slurry will not be washed down the gutter into the storm drain. Any such accidental deposit will be removed immediately. If left to set and stain the gutter or street, the builder will be required to effect necessary repairs/replacement.

E. Pests — Appropriate, timely and effective measures shall be taken by the builder to control pests. Garbage build-up on site is not permitted.

Section 15. Changes to Approved Plans/Colors. Any proposed changes to the approved house plans, landscaping plans or color schemes must be submitted in writing to the Bay Breeze Point Architectural Review Board for approval. Depending on the nature of the change, submittal may also be required by the City of Norfolk. The lot owner/builder must determine what submittals to the City are required.

Section 16. Inspection. A periodic inspection will be performed by the Bay Breeze Point Homeowner's Association, the Architectural Review Board and/or its Property Manager. A report will be made to the lot owner with a courtesy copy to the builder. Immediate corrective action of any discrepancies is expected. Discrepancies may also be communicated by phone or to the builder representatives on site if conditions warrant. In this event, immediate corrective action is expected.

Section 17. Failure to Comply/Return of Deposit. In the event that the lot owner, builder, subcontractor, builder/subcontractor employees, other contractors or agents fail to comply with Bay Breeze Point rules, the Bay Breeze Point Homeowner's Association will give written notice to the lot owner with a courtesy copy to the builder. Unless corrective action is taken with five (5) days of such notice, the Bay Breeze Point Homeowner's Association will have the necessary work done at the lot owner's expense and will deduct any costs involved from the lot owner's deposit or assess the lot owner a fine or take other action as may be appropriate. In the event the deposit is reduced below Five Hundred Dollars (\$500.00) by such use or application at that time, the lot owner shall, within seven (7) days after

written notice accompanied by invoices for the work done deposit with the Bay Breeze Point Homeowner's Association sufficient funds to restore the deposit to Five Hundred Dollars (\$500.00). The use or application of the deposit or any portion thereof shall not prevent the Bay Breeze Point Homeowner's Association from exercising any other right or remedy provided hereunder or under any law. Any remaining portion of the deposit will be returned to the lot owner after the construction is satisfactorily completed and requirements of all Bay Breeze Point Guidelines and Rules have been met. Return of the deposit will in no way relieve the property owner, the builder or any other owner representatives from correcting items of non-compliance that may be discovered after return of the deposit.

**ARTICLE VI
OWNER/BUILDER RESPONSIBILITIES
AFTER CONSTRUCTION**

Section 1. Clean-up. The owner/builder shall be responsible for all clean-up of the construction site and shall remove all excess construction materials and trash from the site upon completion of the home.

Section 2. Damages. The owner shall be responsible for all damages caused by the builder or his subcontractor or employees to curbs, gutters and streets. If the owner's builder, his subcontractor or employees shall damage a curb, gutter or street, then it shall be the responsibility of the owner to promptly repair said damage without demand from the Association.