



FRAY'S GRANT

**ARCHITECTURAL REVIEW BOARD
MEMBER INFORMATION PACKET**

Fray's Grant
Earlsville, Virginia

Fray's Grant is a subdivision located within Albemarle County, Virginia in the town of Earlsville. Fray's Grant consists of 55 total lots ranging in size from 2 to 75 acres with property values ranging from approximately \$1,000,000 to over \$3,000,000. As of June, 2019, Fray's Grant had 20 homes completed and occupied.

Fray's Grant has a Property Owners' Association ("POA") consisting of up to 3 board members but also employs a management company to handle its affairs.

Fray's Grant has no community amenities or programs and its POA's duties are largely aimed at grounds maintenance and continuity, and working with an architectural review board on new residential builds.



FRAY'S GRANT

FRAY'S GRANT HOMEOWNERS ASSOCIATION

ARCHITECTURAL REVIEW BOARD APPLICATION:

PROPERTY/HOMEOWNER NAME(S): _____

ADDRESS: _____

EMAIL: _____

PHONE: _____ / _____
DAY TIME EVENING

Improvement, Modification or Addition Request:

- | | |
|--|---|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Exterior Modifications |
| <input type="checkbox"/> Fence | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Detached Structure/Building | <input type="checkbox"/> Patio/Arbor/Deck |
| <input type="checkbox"/> Shed/Barn | <input type="checkbox"/> Paint |
| <input type="checkbox"/> Roof | |
| <input type="checkbox"/> Other | |

DESCRIPTION OF PROPOSED CHANGE(S):

Use the space below for a narrative description of materials, colors, design style, and additional information the Fray's Grant Homeowners Association Architectural Review Board ("ARB") may find helpful when reviewing this application. Please include all required attachments per the instructions below. Separate applications are required for each proposed change.

REQUIRED SUPPLEMENT ATTACHMENTS – NEW CONSTRUCTION/MODIFICATION TO EXISTING IMPROVEMENTS:

PROVIDE 1 COMPLETE HARD COPY SET & 1 COMPLETE DIGITAL SET

- Site plan overlay on recorded plat with sited locations of all structures - existing and proposed, driveway(s), all landscape improvements, hardscape areas, retaining walls, fencing, decks, and lighting locations. Site plan should include a north arrow, meets and bounds of the lots, setbacks, and construction notes related to all excavation and excavation method. The scale should be noted and include a visual scale.
- Building elevations for each side of structure, drawn at a minimum 1/8" = 1' scale. All exterior material colors, finish, type, and dimensions shall be noted. Color samples should be included. All paint color changes require a picture showing current color and sample of proposed color. Exterior lighting should include specifications of light bulb brightness and color temperature.
- Photograph of site location.
- Complete set of construction plans, including floor plans, elevations and wall sections. All construction documents shall include the architect, engineer, land surveyor, landscape architect, designer, or contractor's name, company name, phone number, and email address in the title block.
- All building and / or zoning permits required by Albemarle County or the Commonwealth of Virginia shall be required prior to beginning construction.

PLEASE NOTE: YOUR APPLICATION MAY BE DELAYED AND/OR DISAPPROVED IF IT IS INCOMPLETE OR CANNOT BE UNDERSTOOD.

PROPOSED CONSTRUCTION START: _____

PROPOSED CONSTRUCTION FINISH: _____

NAME(S) OF GENERAL CONTRACTOR OR HOME BUILDER COMPLETING THE PROPOSED CONSTRUCTION: _____

FRAY'S GRANT HOMEOWNERS ASSOCIATION

ARB APPLICATION: OWNER ACKNOWLEDGEMENT

I/we understand and state that I /we have completed this application in good faith and state that it accurately represents the construction plans I/we propose.

Proposed construction must fully comply with the Albemarle County zoning and building codes. The Architectural Review Board (ARB) has no authority to waive any county, state, or national code. Further, nothing in this application or its approval will be understood as a waiver of those restrictions. I am/ We are responsible for obtaining all necessary permits prior to construction.

Construction modification work may not commence until written approval has been received from the ARB. Non-compliance with this provision may require the property be returned to its former condition at my/our own expense, including all legal fees by the Fray's Grant Homeowners Association to enforce this action.

Members of the ARB are permitted to enter upon my property at any reasonable time for the purpose of inspecting the proposed project, the project in progress, and the completed project. Such entry does not constitute a trespass.

Approval is contingent upon work being completed in a professional manner and in full compliance with the ARB approved application. Executed construction modifications that are not in compliance with the ARB approved application will be removed or repaired at my/our own risk and expense, including all legal fees by the Fray's Grant Homeowners Association to enforce this action.

Any variation from the original application must be resubmitted for approval.

I/we will be solely liable for any and all claims including, without limitation, claim for property damage and or personal injury resulting from the requested construction modifications. I/we hereby indemnify Fray's Grant Homeowners Association, its Board of Directors, its Architectural Review Board Committee, and its homeowners association Managing Agent from and against any and all such claims. Moreover, I/we accept all responsibility for maintenance, repair and upkeep of said construction modifications.

I/We certify that I am/we are the owner(s) of the above property and I/we understand that if I/we transfer the property prior to completion of the final approval of this application by the reviewing board, this application shall be deemed to be withdrawn.

PROPERTY/HOMEOWNER(S) NAME: _____

PROPERTY/HOMEOWNER(S) SIGNATURE: _____

DATE: _____

SUBMIT COPIES OF THIS APPLICATION WITH ALL REQUIRED ATTACHMENTS
TO:

FRAY'S GRANT HOMEOWNERS ASSOCIATION ARB
CATHCART PROPERTY MANAGEMENT
200 Reserve Blvd., Suite 200
Charlottesville, VA 22901

-or-

Email to: leberl@cathcartgroup.com

DATE RECEIVED BY CATHCART: ____/____/____

DATE RECEIVED BY ARCHITECTURAL REVIEW BOARD: ____/____/____

DECISION BY THE ARCHITECTURAL REVIEW BOARD: ____/____/____

INFORMATIONAL PURPOSES ONLY – PLEASE READ CCRs

**RELEVANT CONSTRUCTION RESTRICTIONS FROM FGPOA,
COVENANTS, CONDITIONS AND RESTRICTIONS:**

The following are certain and specific sections from Article 8 of the Frays Grant Declaration of Covenants, Conditions and Restrictions, recorded with the Albemarle County Recorder (“CCRs”), a copy of which is provided with your Disclosure Packet. The following sections are being provided only for convenience of review only with respect to specific building and construction design requirements relative to plan submissions to be reviewed by the Architectural Review Board. The following are not to be considered exclusive – Please review entire CCRs for complete information on all of Frays Grant covenants, conditions and restrictions.

Article 8. Use Restrictions:

Section 8.06. Roofing Material and Pitch. Each dwelling and accessory building constructed on any Lot shall have a roof made of cedar shakes, standing seam metal, slate, 300 pound composite shingle resembling cedar shakes or slate or other roofing material of similar appearance approved by the ARB. Neither tile nor asphalt shingles are permitted. Roof pitch shall be a minimum of 6 in 12.

Section 8.07. Minimum Square Feet. Each dwelling constructed on any Lot shall have a minimum of 3,000 square feet within the exterior walls, exclusive of basement, garage, and porches, whether open or closed.

Section 8.08. Siding, Decking and Garages. Each dwelling and accessory building constructed on any Lot shall be sided in brick, cedar, cedar shakes or hardiplank or material of similar appearance approved by the ARB. Vinyl siding is not permitted. Rear and side loaded garages are preferred and encouraged. The ARB may consider the approval of a front loaded garage where it is not architecturally obtrusive and in keeping with planning for the topography on the lot. Porch and deck supports must be columns, masonry or other architecturally designed uprights as approved by the ARB.

Section 8.09. Driveway and Private Access Easement construction. Private Access Easements and driveway may have a base of bluestone crusher-run during preliminary construction. Upon completion of one (1) residence served by the Private Access Easement, such Easement shall be oiled and topped with brown pea stone. Individual private driveways on each lot shall be paved with asphalt, stamped concrete, cobble stone, brick or brick pavers or brown pea gravel. Each Owner shall be responsible for the proper installation of a culvert at the entrance of their driveway. Bluestone is not allowed as a finished surface on driveways or Private Access Easement.

Section 8.10. Foundations. All areas of exposed foundation will be bricked, stamped concrete, stone or parged.

Section 8.11. Landscaping. The location of any structure on a Lot shall be designed to preserve significant trees on the property, that being trees eighteen (18) inches or greater in diameter, measured at a height of four (4) feet from the ground. All landscaping plans must be submitted to the ARB for approval.

Section. 8.13. Exterior Lighting. If Lot Owners determine that exterior lighting is necessary, ground or post lights with shields are required to avoid light penetration on other Lots. If exterior lights are used for security purposes, sensors and timers are specifically encouraged. Flood lights attached to dwellings shall be strongly discouraged and, if installed, use of the flood lights shall be for emergencies and outside activities of short duration, specifically not more than three (3) hours. If flood lights are permitted in a specific situation, they shall have hoods attached and be directed downward. Electric Pole lighting or Sodium Vapor lights, with automatic dusk to dawn lighting are prohibited on all Lots in Fray's Grant. Lights for landscaping accents must be reviewed and approved by the ARB.

Section 8.16. Setback Lines. No building or any part thereof shall be erected hereafter within seventy-five (75) feet of the boundary of any street or road or within fifty (50) feet of the rear lot line, or within fifty (50) feet of any side Lot line. No suit shall be brought over ninety (90) days after the completion of any such structure on account of its location. The ARB reserves the right to waive these setback lines in individual cases.

Section 8.17. Non-Interference with Drainage. Nothing shall be done on any Lot that interferes with the drainage or surface water or the injury of any other Lot.

Section 8.30. Fences. All fences erected must be four (4) board wood fence painted black.



FRAY'S GRANT

FRAY'S GRANT ARB APPROVAL FORM

Applicant:

Lot #:

Application and Fee Received by ARB:

ARB Comments

Date:

Check one

- Approved**
- Not Approved**
- Additional Information Required**

Comments:

Sincerely,
Fray's Grant ARB

manner as a docketed judgment in the State of Virginia. Sale or transfer of any Lot shall not affect the lien herein provided for.

Section 6.06. Enforcement of Lien. The Association may bring an action at law or in equity against any Owner personally obligated to pay any Assessment, either in the first instance or for a deficiency following foreclosure, and interest and costs of any such action (including reasonable attorneys' fees) shall be added to the amount of such Assessment. The Association may, in addition to and not in limitation of all other legal and equitable rights provided to it, record in the same Clerk's Office as would be recorded a deed conveying the Lot, an instrument setting forth the name of the record Owner and the Lot with respect to which any Assessment is delinquent as herein provided (hereafter a "Notice of Delinquency") and a lien shall immediately be imposed upon such Lot to secure the payment of such Assessment, plus interest and costs (including a reasonable attorneys' fee). Every such lien so created may be foreclosed by equitable foreclosure at any time within five years after the date on which the instrument creating it was recorded. Regardless of whether the Notice of Delinquency has been recorded, the lien of the Assessment may be foreclosed by a bill in equity in the same manner provided for the foreclosure of mortgages, vendor's liens and liens of similar nature.

Section 6.07. Delinquent Assessment. The Assessment shall be payable in full within 30 days from the date of mailing of a bill therefore by the Association and, if not paid within such 30-day period, shall thereafter be deemed to be delinquent. A delinquent Assessment shall bear interest at the rate of twelve percent (12%) per annum, commencing as of the date of delinquency.

Section 6.08. Exempt or Reduced Assessment on Property. The following property shall be exempt from any Assessments, dues, and charges of the Association and from the lien provided for in this Section: (a) all property dedicated to and accepted by any public or quasi-public authority or body or any public utility; and (b) all Lots owned by the Declarant held for sale to the public, provided such exemption for Lots owned by the Declarant shall be applicable only as long as the Declarant maintains such Lots in a manner commensurate with the intent of the Declaration and other applicable rules, regulations and guidelines. In addition, the subsequent owner's of Lots 1, 44 and 46 shall had reduced regular Assessments as set forth in Section 6.04, but there shall be no such reduction for special Assessments, unless expressly approved by the Board of the Association for each such special Assessment. The Declarant, and subsequent thereto, the Property Owner's Association shall have the authority to assess regular and special dues as set forth herein.

ARTICLE 7 ARCHITECTURAL REVIEW

Section 7.01. Architectural Review. Until the sale of all Lots by the Declarant, the Architectural Review Board ("ARB") shall consist of one (1) to three (3) individuals appointed by the Declarant. When the Declarant no longer owns any Lots, or at such earlier time as the Declarant in his sole discretion may determine, as evidenced by an instrument recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, the selection of the members of the ARB shall be by the Association.

Section 7.02. Purpose. The ARB shall regulate the development and external design, color, appearance, landscaping, grading, use, site development, and location of the Lots and of the structures and other improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The ARB shall have the right to inspect all construction as it proceeds and the exteriors of completed projects, to determine that such construction is according to plans and specifications approved by the ARB.

Section 7.03. Conditions. No improvements, alterations, repairs, excavations, changes in grade, major landscaping or other work which in any way alters the exteriors of any Lot or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done unless and until the plans, specifications, working drawings, engineering studies and proposals for the same showing the nature, kind, shape, type, materials and location thereof shall have been submitted to and approved in writing by the ARB, pursuant to Section 7.04 hereof. No building, fence, wall, residence, structure or other improvement shall be commenced without the prior written approval of the ARB. The Declarant shall not be required to obtain the consent of or the approval of the ARB or of the Association for any land clearing, excavations, changes in grade, or other work performed by the Declarant and/or its respective contractors and/or subcontractors, in the construction of the Roads/or the installation of utilities and drainage facilities within Fray's Grant.

Section 7.04. Procedures. Owners shall submit ARB review applications in triplicate, along with a check in the amount \$100.00, payable to the Fray's Grant Property Owner's Association, to the Declarant, until the Declarant appoints the first ARB. Thereafter, applications and fees shall be submitted to the ARB Chairperson, appointed by the Association. In the event the ARB fails to approve, modify or disapprove in writing a request for approval required herein within thirty (30) days after plans, specifications, or other appropriate materials have been submitted in writing to it, approval will be deemed granted.

Section 7.05. Presumption. In the event that the appropriate court action has not been commenced within ninety (90) days after the completion of any activity requiring the approval of the ARB, it shall be conclusively presumed that such activity is approved by the ARB.

ARTICLE 8 USE RESTRICTIONS

Section 8.01. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by an Owner other than the Declarant without the written consent of the Declarant, his successors and assigns, and no portion less than all of any such Lot shall be conveyed or transferred by an Owner other than the Declarant; provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments. No Lot shall be used as a roadway for access to any property lying outside of the

boundaries of Fray's Grant, without the written consent of the Declarant, his successors and assigns. Notwithstanding the foregoing, there shall be no restriction or prohibition whatsoever upon the Declarant against further subdivision and/or re-subdivision of the Existing Property, or any addition to the Existing Property, or any Lots.

Section 8.02. Single Family Dwellings. No building of any kind shall be erected or maintained upon any Lot except one private detached single-family dwelling and buildings accessory thereto, e.g., garages and gazebos, stables, barns, private greenhouses, pool houses, domestic animal shelters, tool sheds, etc. which have been approved by the ARB.

Section 8.03. Commercial and Professional Activities. No Lot or structures thereon shall be utilized for the conduct of any commercial or professional enterprise of any kind; provided, however, that this restriction shall not prohibit an Owner from personally engaging in activities within a structure on his/her Lot incidental to his/her business or profession which have no exterior manifestations, no on-site employee(s), and no business or profession-related pedestrian or vehicular traffic. Nothing herein shall restrict the permitted agricultural related activities on the two (2) rural preservation tracts, Lots 45 and 46, as set forth in Section 8.04.

Section 8.04. Permitted Uses on Rural Preservation Lots 45 and 46. Uses on the Rural Preservation Tracts, shall be governed, in part, by a Deed of Easement that establishes the Rural Preservation Tract pursuant to the Open-Space Land Act (Virginia Code §10.1-1700), by the Declarant, for the benefit of the County of Albemarle, Virginia and the Albemarle County Public Recreational Facilities Authority. Said Deeds of Easement are recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3074, Page 196 and Deed Book 3074, Page 206, respectively for Lots 45 and 46. Lots 45 and 46 shall further be governed by the terms of these Covenants and Restrictions. Any conflict between the terms of the Covenants and Restrictions and the Deed of Easement shall be interpreted so that the more restrictive terms apply.

Section 8.05. No Temporary Structures. No structure of a temporary character, partially completed dwelling, tent, or trailer shall be used on any Lot at any time as a residence, either permanently or temporarily for a time greater than three days.

Section 8.06. Roofing Material and Pitch. Each dwelling and accessory building constructed on any Lot shall have a roof made of cedar shakes, standing seam metal, slate, 300 pound composite shingle resembling cedar shakes or slate or other roofing material of similar appearance approved by the ARB. Neither tile nor asphalt shingles are permitted. Roof pitch shall be a minimum of 6 in 12.

Section 8.07. Minimum Square Feet. Each dwelling constructed on any Lot shall have a minimum of 3,000 square feet within the exterior walls, exclusive of basement, garage, and porches, whether open or closed.

Section 8.08. Siding, Decking and Garages. Each dwelling and accessory building constructed on any Lot shall be sided in brick, cedar, cedar shakes or hardiplank or material of similar appearance approved by the ARB. Vinyl siding is not permitted. Rear and side loaded

garages are preferred and encouraged. The ARB may consider the approval of a front loaded garage where it is not architecturally obtrusive and in keeping with planning for the topography on the lot. Porch and deck supports must be columns, masonry or other architecturally designed uprights as approved by the ARB.

Section 8.09. Driveway and Private Access Easement Construction. Private Access Easements and driveway may have a base of bluestone crusher-run during preliminary construction. Upon completion of one (1) residence served by the Private Access Easement, such Easement shall be oiled and topped with brown pea stone. Individual private driveways on each lot shall be paved with asphalt, stamped concrete, coble stone, brick or brick pavers or brown pea gravel. Each Owner shall be responsible for the proper installation of a culvert at the entrance of their driveway. Bluestone is not allowed as a finished surface on driveways or Private Access Easement.

Section 8.10. Foundations. All areas of exposed foundation will be bricked, stamped concrete, stone or parged.

Section 8.11. Landscaping. The location of any structure on a Lot shall be designed to preserve significant trees on the property, that being trees eighteen (18) inches or greater in diameter, measured at a height of four (4) feet from the ground. All landscaping plans must be submitted to the ARB for approval.

Section 8.12. No Signs. Except for any signs erected by the Declarant for the purpose of marketing the Lots within Fray's Grant, no billboards or signs of any kind shall be erected or maintained or displayed other than "For Sale" signs not greater than two square feet, which may be placed upon any Lot for sale. No signs may be placed at the entrance to Fray's Grant Subdivision.

Section 8.13. Exterior Lighting. If Lot Owners determine that exterior lighting is necessary, ground or post lights with shields are required to avoid light penetration on other Lots. If exterior lights are used for security purposes, sensors and timers are specifically encouraged. Flood lights attached to dwellings shall be strongly discouraged and, if installed, use of the flood lights shall be for emergencies and outside activities of short duration, specifically not more than three (3) hours. If flood lights are permitted in a specific situation, they shall have hoods attached and be directed downward. Electric Pole lighting or Sodium Vapor lights, with automatic dusk to dawn lighting are prohibited on all Lots in Fray's Grant. Lights for landscaping accents must be reviewed and approved by the ARB.

Section 8.14 Sewage Disposal. All sewage disposal will be private on each lot and in accordance with specifications of the governing Health Department.

Section 8.15 No Offensive Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8.16 Setback Lines. No building or any part thereof shall be erected hereafter within seventy-five feet (75') of the boundary of any street or road or within fifty feet (50') of the rear Lot line, or within fifty feet (50') of any side Lot line. No suit shall be brought over ninety (90) days after the completion of any such structure on account of its location. The ARB reserves the right to waive these setback lines in individual cases.

Section 8.17 Non-Interference with Drainage. Nothing shall be done on any Lot that interferes with the drainage or surface water to the injury of any other Lot.

Section 8.18 Hunting and Shooting. No hunting or shooting shall be allowed unless the Declarant determines that wild animals constitute a nuisance, except that hunting and/or shooting shall be permitted on the Rural Preservation Lots 45 and 46, pursuant to all applicable Federal and State law. At no time shall the Owners of Lots 45 and 46 allow more than 3 hunters on their respective Lots. The Owners of the Rural Preservation Lots within Fray's Grant shall be solely responsible for any and all damage and injury caused by hunting or shooting activity on their respective Lots. Said Lot owners indemnify and hold harmless the Fray's Grant Property Owners Association against any and all lawsuits involving hunting and/or shooting activity, including court costs and attorneys fees.

Section 8.19 Mobile Homes Prohibited. No mobile home or house trailer shall be permitted or located on any Lot.

Section 8.20. Animals Prohibited and Animals Permitted. No hogs or swine, chickens, or mink shall be kept, raised or bred on any Lot at any time. Dogs, cats or other domestic household pets are allowed provided they are not kept, raised or bred for commercial purposes. Dog kennels are not permitted. Owner's animals are prohibited from running loose at large within Fray's Grant. Subject to the Lot restrictions listed herein, horses and ponies may be kept on a Lot so long as such horses and ponies do not constitute a nuisance to the Owners of other Lots and are not bred or raised for commercial purposes. The Owners of any lot having 5.0 acres or more may keep a horse(s) or pony(ies) on his/her Lot, provided that the following conditions are met: (a) the Lot Owner must have 2.0 acres of cleared pasture per animal, not inclusive of residential yard space; (b) adequate run-in shed, barn or stable building in place to accommodate the number of proposed animals; and, (c) each Lot Owner shall obtain written approval from the ARB before placing the animal(s) on the Lot.

Section 8.21. Vehicles. Except as may otherwise be expressly provided for in the rules and regulations adopted by the Association, no unlicensed vehicles, no recreational vehicle, no motor home, no trailer, no camper, no camper top, no bus, no truck over one (1) ton capacity, no boat, and no other machinery, shall be placed, stored, or parked on such Lots either temporarily or permanently, except in garages, barns, equipment sheds, or other storage structures approved by the ARB. Notwithstanding the foregoing, trucks, tractor trailer rigs and/or equipment may be temporarily parked on Lots in connection with the moving of furnishings into and out of a residence or in connection with construction activities being performed on the Lots.

Section 8.22. Diligent Completion of Construction. All construction, landscaping, or other work on any Lot shall be performed with diligence from the commencement until the completion

thereof, and in any case all construction shall be completed within twenty four (24) months from the issuance of a building permit.

Section 8.23. Maintenance of Lots. Each Lot (whether improved or unimproved) and the structures and other improvements thereon shall be kept and maintained in good order and repair, mowed on a regular basis and kept free of unsightly weeds, free of debris, and free of inoperable motor vehicles. Pastures and fence lines shall be mowed or bush hogged on a regular basis. In the event that any Lot or the structures or other improvements thereon shall be damaged by fire, windstorm or any other cause, the damage shall be promptly repaired and restored to its prior condition, or the damaged item demolished and removed and the ground surface restored to a condition approved by the ARB. If any Owner shall fail to maintain his Lot in compliance with this Section 8.16, then either Declarant and/or the Association shall have the right (but not the obligation) to perform the necessary corrective work and to collect the cost of such work from such Owner (together with costs of collection including reasonable attorneys' fees).

Section 8.24. Trees. No trees in excess of eight inches (8") in diameter, measured at four (4) feet from the ground, shall be cut down or removed from any Lot without the prior approval of the ARB, except for those trees authorized by the ARB to be removed in connection with the clearing and grading of the Lot (including as necessary for driveways and parking areas) prior to construction.

Section 8.25. Underground Utilities. All new lines, cable, wires, and pipes for utility services shall be installed underground, with the exception that necessary transformers, meters, junction boxes and similar equipment may be located above ground at locations approved by the ARB.

Section 8.26. Storage Tanks; Outside Storage. No elevated tanks of any kind shall be erected, placed or permitted on any part of any Lot. Any tank for use in connection with any structure constructed on any Lot, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view of neighboring Lots and the Roads. Plans for all enclosures of this nature must be approved by the ARB.

Section 8.27. Antennas, Aerials and Satellite Dishes. No television and/or radio antenna, aerial or satellite dish in excess of twenty-four inches (24") shall be placed on any Lot, or be fixed to or extend from the exterior of any structure on any Lot, unless approved by the ARB. No transmitting or receiving equipment which might interfere with television, radio or any other communications reception of Owners shall be used or permitted upon or within any Lot.

Section 8.28. Clothes Drying. No clothing, laundry, or wash shall be aired or dried on any portion of any Lot exposed to view from any other Lot, any adjoining property, or any Roads.

Section 8.29. Trash Containers. Trash cans, barrels and containers must be maintained within screened bins or out of sight from the Roads or any other Lot.

Section 8.30. Fences. All fences erected must be four (4)-board wood fence painted black.

Section 8.31. Mailbox. Each Lot will have one mailbox with a newspaper box at the entrance to that Lot. One type of mailbox with newspaper box will be approved by the ARB, and all mailboxes and newspaper boxes must be that same type.

ARTICLE 9 GENERAL PROVISIONS

Section 9.01. Non-Discrimination. Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or to otherwise make unavailable or deny any of the property owned by him in Fray's Grant to any person because of race, color, religion, sex or national origin. Any restrictive covenant affecting Fray's Grant relating to race, color, religion, sex or national origin which is inconsistent with this Section is recognized as being illegal and void and is specifically disclaimed.

Section 9.02. Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the covenant either to restrain violation or to recover damages. Notwithstanding any other provisions of this Declaration which may appear to be contrary, such action may be brought by the Declarant, the Association, or the Owner of any Lot.

Section 9.03. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment, court order or otherwise shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.04. Duration. The provisions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, and thereafter shall be automatically renewed for successive periods of ten (10) years unless modified, amended or terminated as provided in Section 9.05 hereof.

Section 9.05. Termination and Amendment. This Declaration may be amended, in whole or in part, or terminated at any time by the recordation of an instrument in the Clerk's Office, Circuit Court, Albemarle County, Virginia, signed by the Declarant [until such time as the Declarant has sold all Lots] and the Owners of a majority of the Lots, agreeing to such amendment, modification or termination. Sections 3.01, 3.02, 3.03 and 3.13, relating to private driveway easements and maintenance may not be terminated. Any amendment to the aforesaid sections must be in compliance with the Albemarle County Code.

ARTICLE 10 DECLARANT'S RIGHTS

Section 10.01. Declarant's Rights. Declarant hereby reserves to himself and/or his assigns, and each owner of any Lot by acceptance of a deed or other instrument of conveyance therefore



ARCHITECTURAL GUIDELINES



FRAY'S GRANT
ALBEMARLE COUNTY VA

FRAYSGRANTVA.COM





FRAY'S GRANT IS A COMMUNITY DESIGNED TO EMBODY VIRGINIA LIVING AT ITS VERY BEST.

Our 55 estate parcels, on 880 expansive acres, are nestled into the majestic Blue Ridge Mountains, surrounded by majestic hardwoods. They feature breathtaking and expansive views, and are cradled by the North Fork of the Rivanna River.

It's the kind of place that will make you feel light years away

from the real world. Yet in six short miles, you can find yourself in the heart of Charlottesville, one of America's most celebrated small cities, rich with unparalleled history, culture and pure southern charm.

*EXPERIENCE THE BEST OF BOTH
WORLDS AS ONLY CENTRAL
VIRGINIA CAN DELIVER THEM...
AT FRAY'S GRANT.*



BUILDING WITH A PASSION FOR DETAIL & LOVE FOR THE LAND

Each Fray's Grant parcel features stunning vistas that are as unique as the region itself. Set your sights on mountain peaks, or rolling landscapes, riversides, gleaming ponds, sparkling streams or more.

Enjoy all the tranquility of country life and all the convenience of living just minutes from Charlottesville.

Each home at Fray's Grant is carefully planned, designed and built to celebrate and preserve the remarkable beauty of the land thanks to the talent and commitment of our team of leading architects, land planners, and landscape architects.

Using only the finest materials, including brick, clapboard, slate and copper, our acclaimed team will create a series of homes that retain individuality while combining the timeless elegance of Virginia country style with the comfort of the most modern amenities available today.

Our goal is to work with you to create a home within our architecturally cohesive community that realizes your dreams while reflecting and complementing the style, the landscape, the history and the feel that makes Central Virginia such an extraordinary place to call home.



EXPERIENCE THE HISTORY & BEAUTY OF CHARLOTTESVILLE

There is a reason why Charlottesville continues to find itself among the lists of America's top places to live. In fact, there are countless reasons.

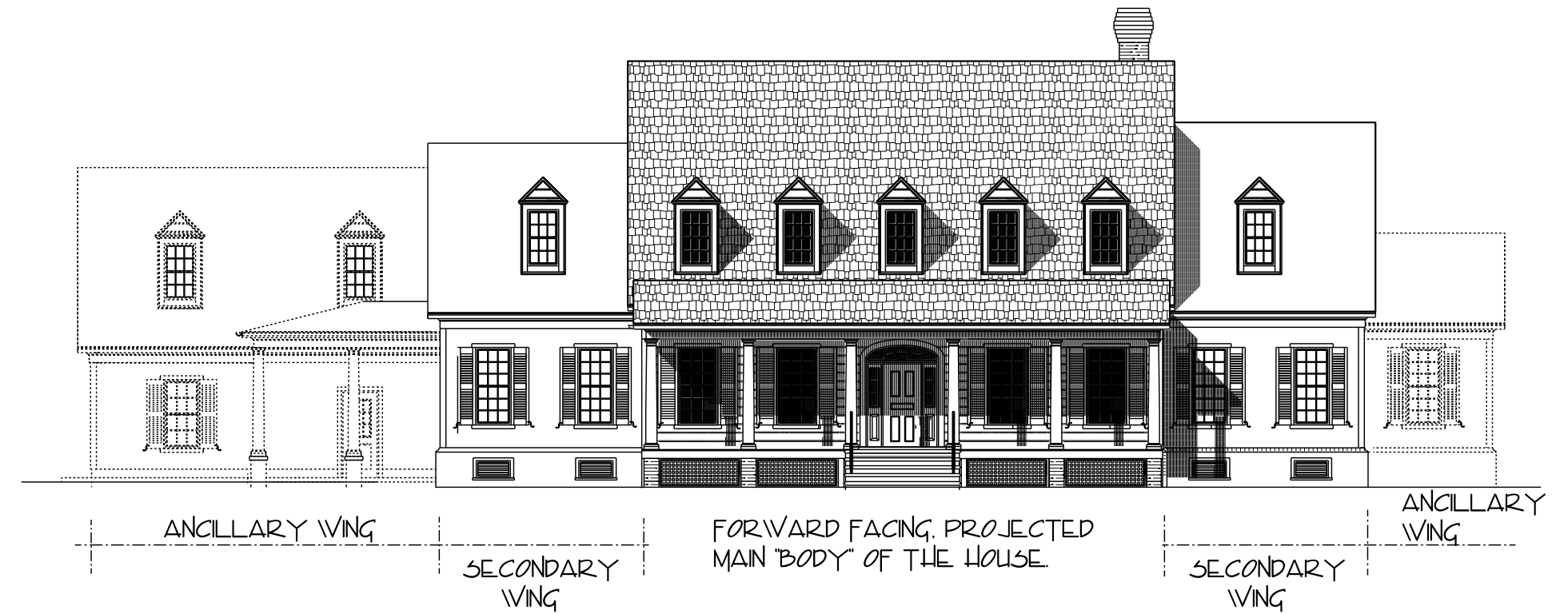
You can start with the boundless natural beauty found from its mountain peaks to its rolling valleys – an outdoor symphony served over four glorious seasons that offers the perfect playground for hikers, runners, golfers, sportsmen and women and much more.

History and culture abound. The region is home to a trio of Presidential homes highlighted by Thomas Jefferson's Monticello, drawing visitors from around the globe. Jefferson's beloved University of Virginia features its own natural beauty in addition to a peerless academic pedigree, an internationally-

acclaimed medical center, Division I athletics and a wide range of cultural offerings. The region is a foodie's paradise, featuring an ever-expanding array of culinary delights ranging from acclaimed restaurants to a host of wineries that combine cherished Virginia vintages with gorgeous settings and provide the perfect backdrop for a quintessentially Virginia afternoon.

The area's vibrant arts scene is highlighted by award-winning theatre, a music scene that combines leading national acts with a thriving local scene, award-winning galleries and artisans, and much more.

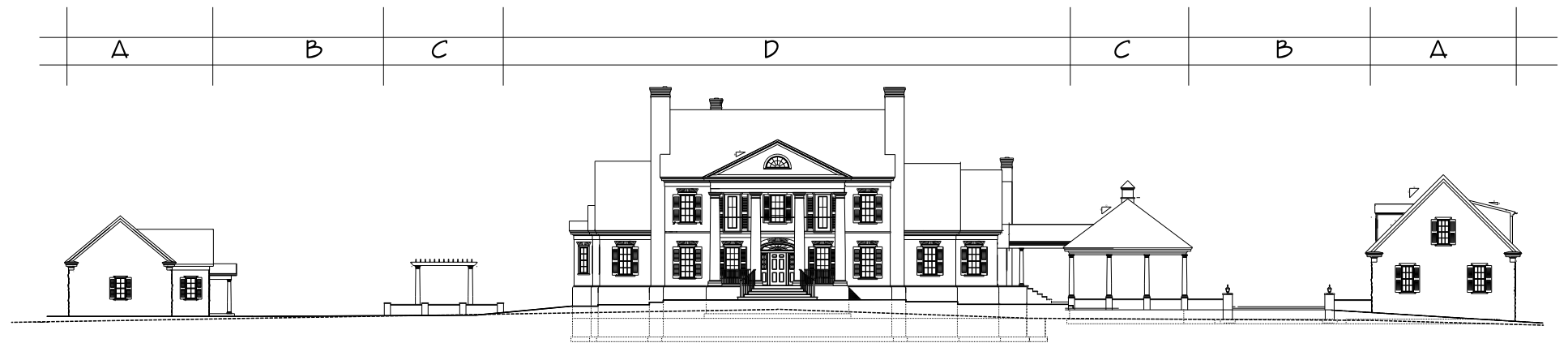
Fray's Grant and Charlottesville: So nice to come home to.



VIRGINIA FARMHOUSE

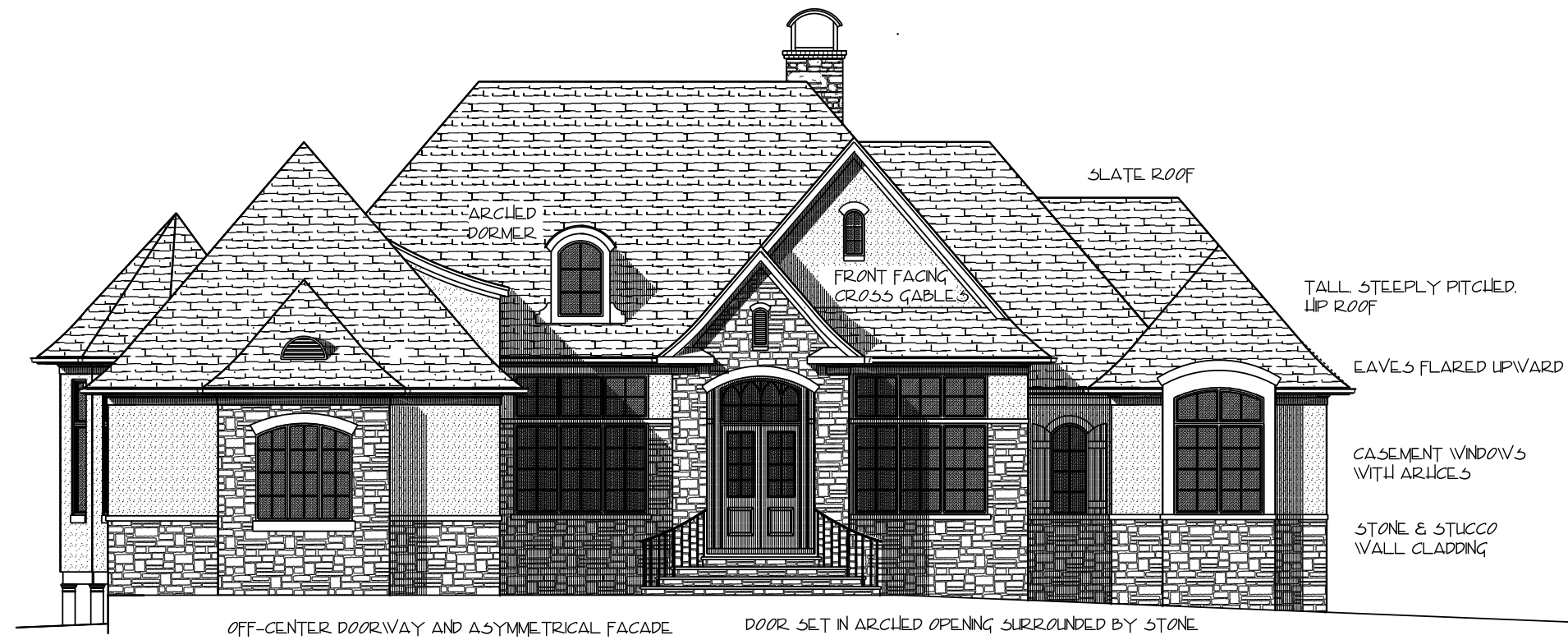
Traditional Design Often Follows A Growing Family

The Front Facade Or "Face" Should Be Easily Identified And Follow A Formal Hierarchy Using Height And Projection



GEORGIAN STYLE HOME
With Detached Tractor Barn

Classical Design Employs Principles Of Regularity
And Bi-Lateral Symmetry



FRENCH ECLECTIC STYLE

Consistent Use Of Traditional Elements Help to Identify Architectural Style



COLONIAL STYLE



FEDERAL STYLE

With Colonial Wings. Bi-Lateral Symmetry And Facade Organization. Foundational Patterns Of Classical Design.

WHAT TO AVOID

At Fray's Grant, we recognize that taste and style are personal, and very important. We also recognize that the essence of our unique community lies in a belief in, and reverence for classic Virginia style. Here are some guidelines to help you as you plan your home.

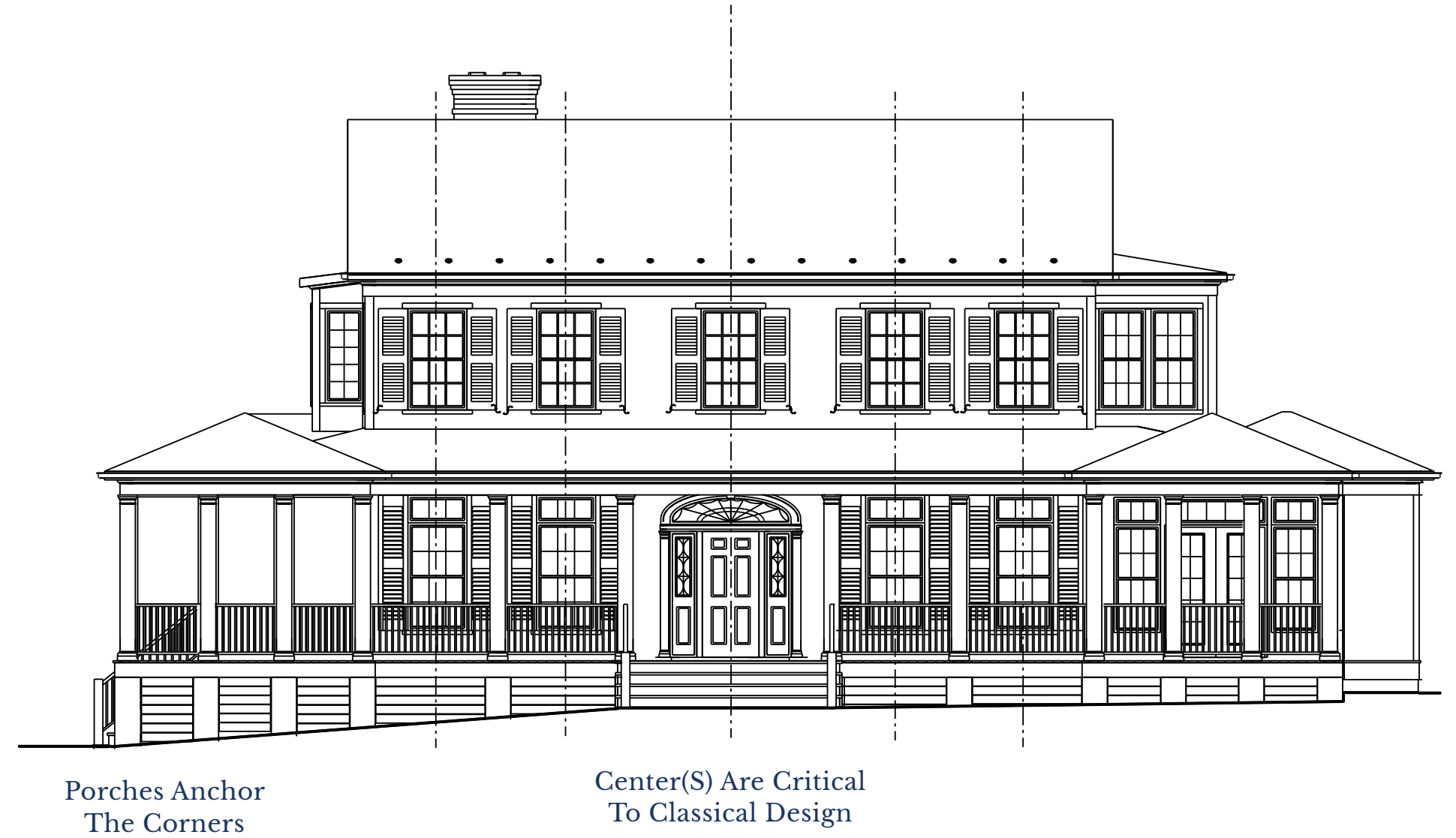
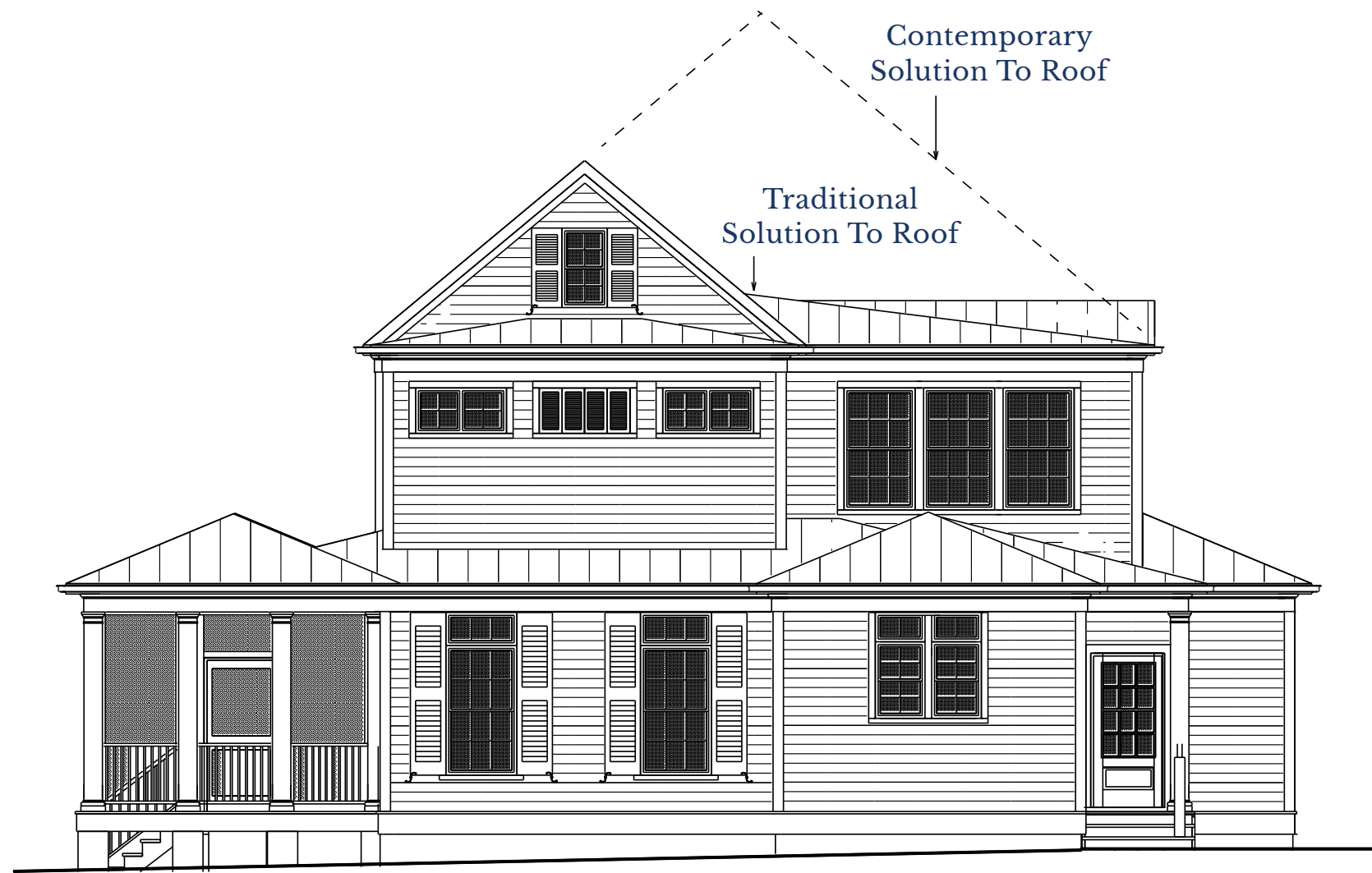
Here are some examples of design choices that detract from the architectural cohesiveness we are looking for at Fray's Grant.



Avoid Complex Roof Forms That Make It Difficult To Understand The Organization Of The Structure



Primary Facade Is A Double Square Height Of Structure Is Half The Width. Simple Shapes Like The Square And Rectangle Are Predominant In Classical Design

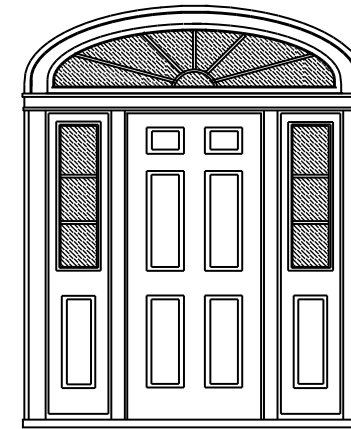


Reduce Roof Massing And Height By Simulating
"Additions"

Emphasize On Center And Corners

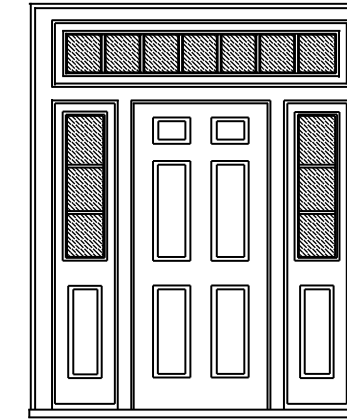
DIRECTION ON DETAILING

Transom Light
Width To
Match Width Of
Sidelights

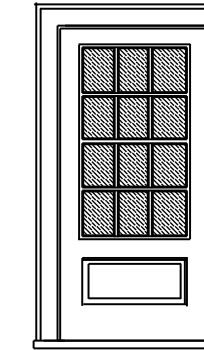


Wood Paneled
Entry Door
With Elliptical
Transom

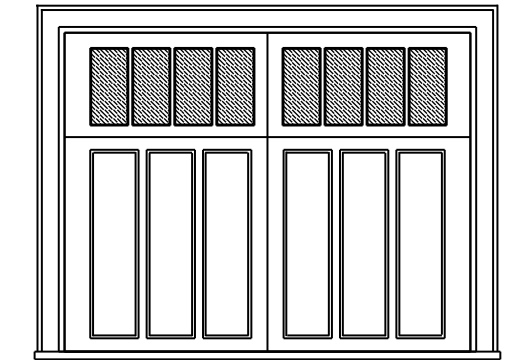
Lower Panels May
Not Match Door
Panels



Wood Paneled
Entry Door



12 Lite
Service
Door

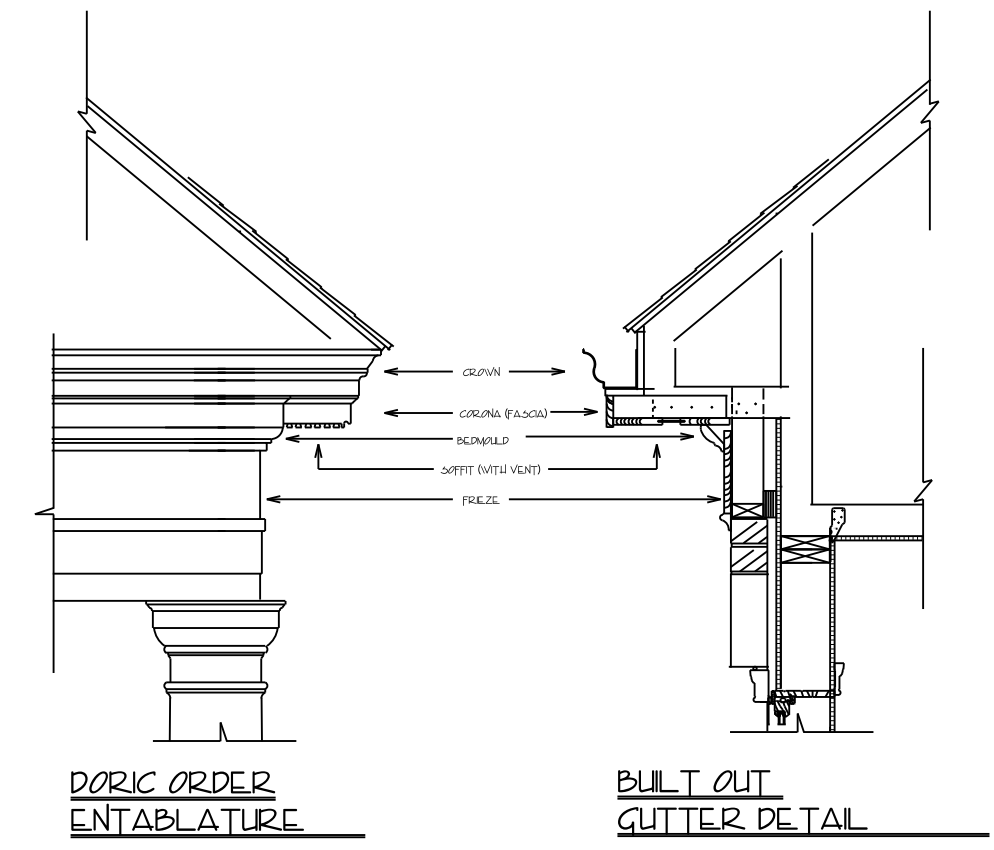
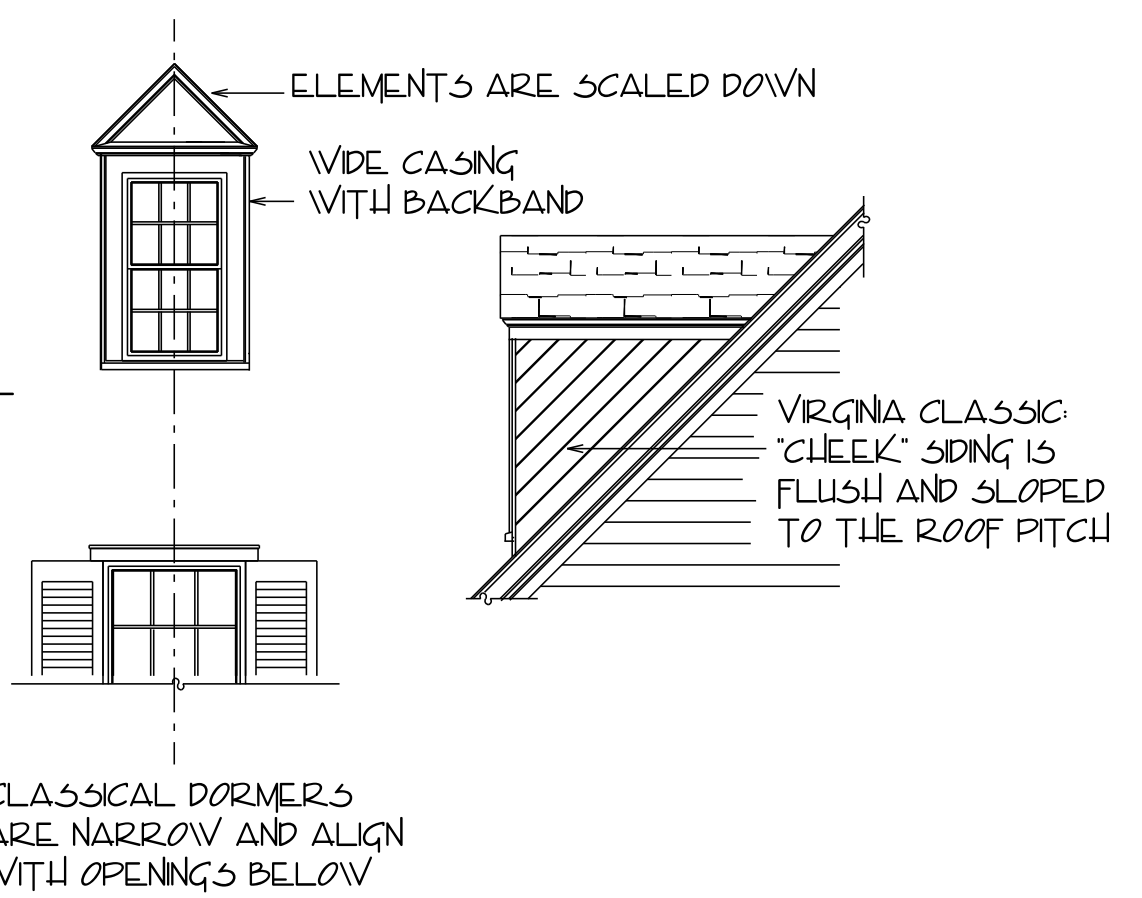
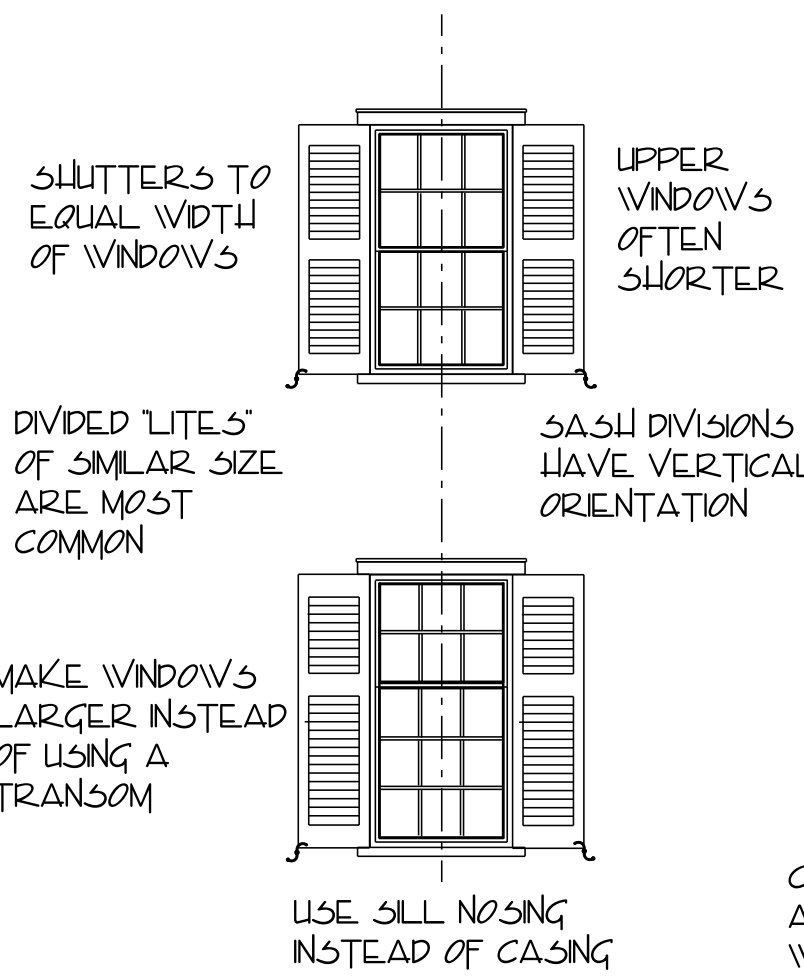


Vertical Panel
Garage Door

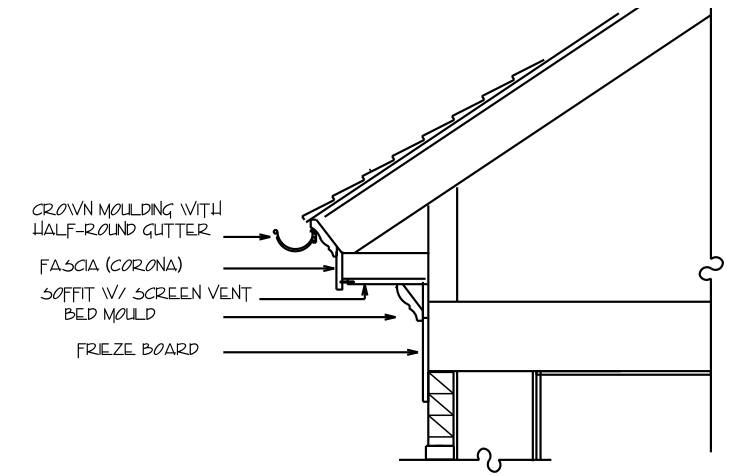
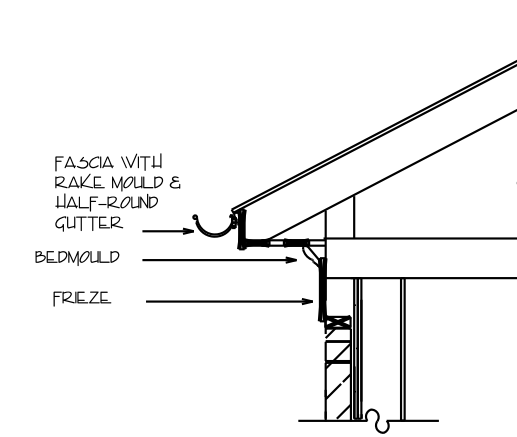
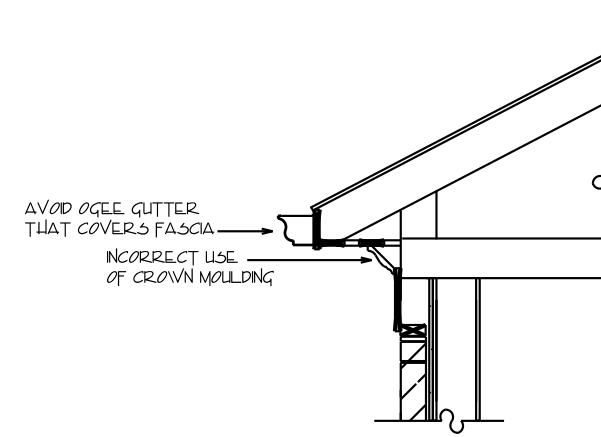
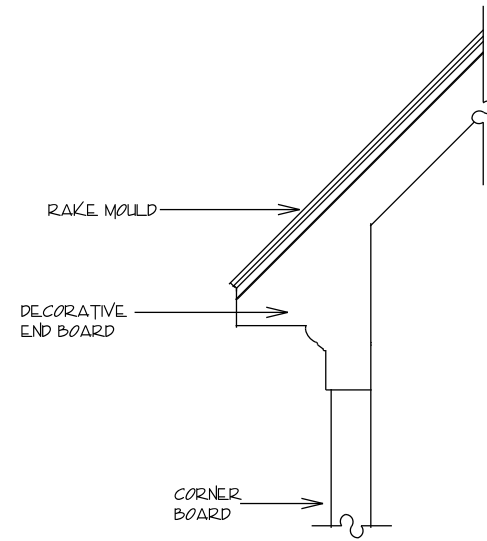
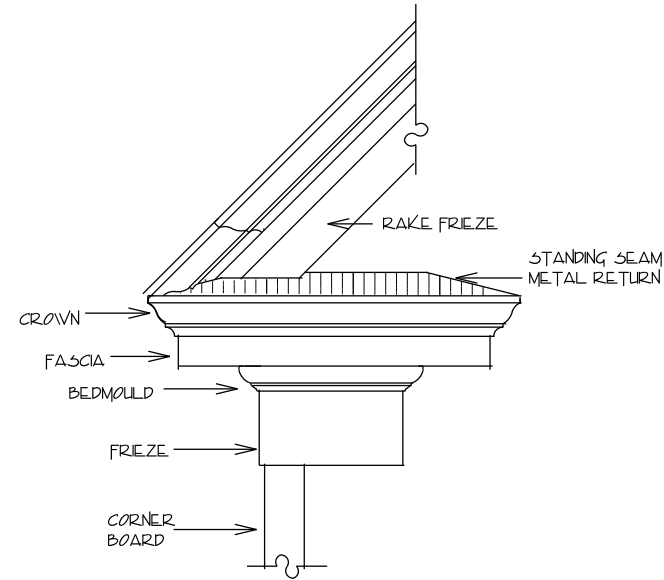
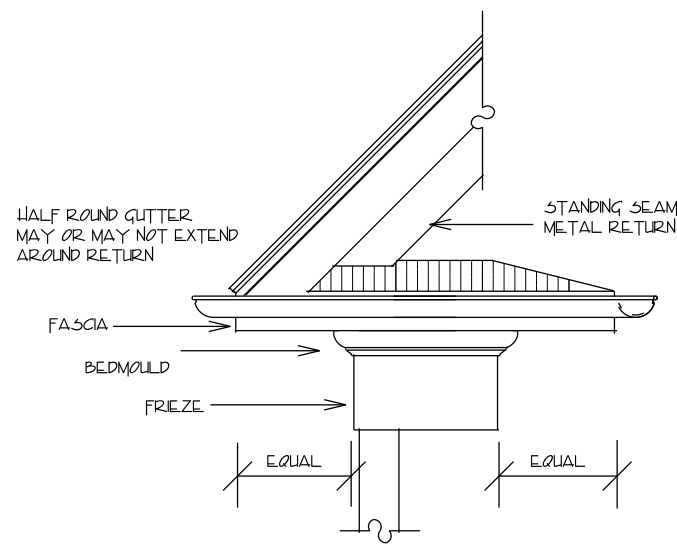
COMMON CLASSICAL EXTERIOR DOORS

“Everyone That Walks Through A Classical Door Feels Like A Hero.”

Alvin Holm

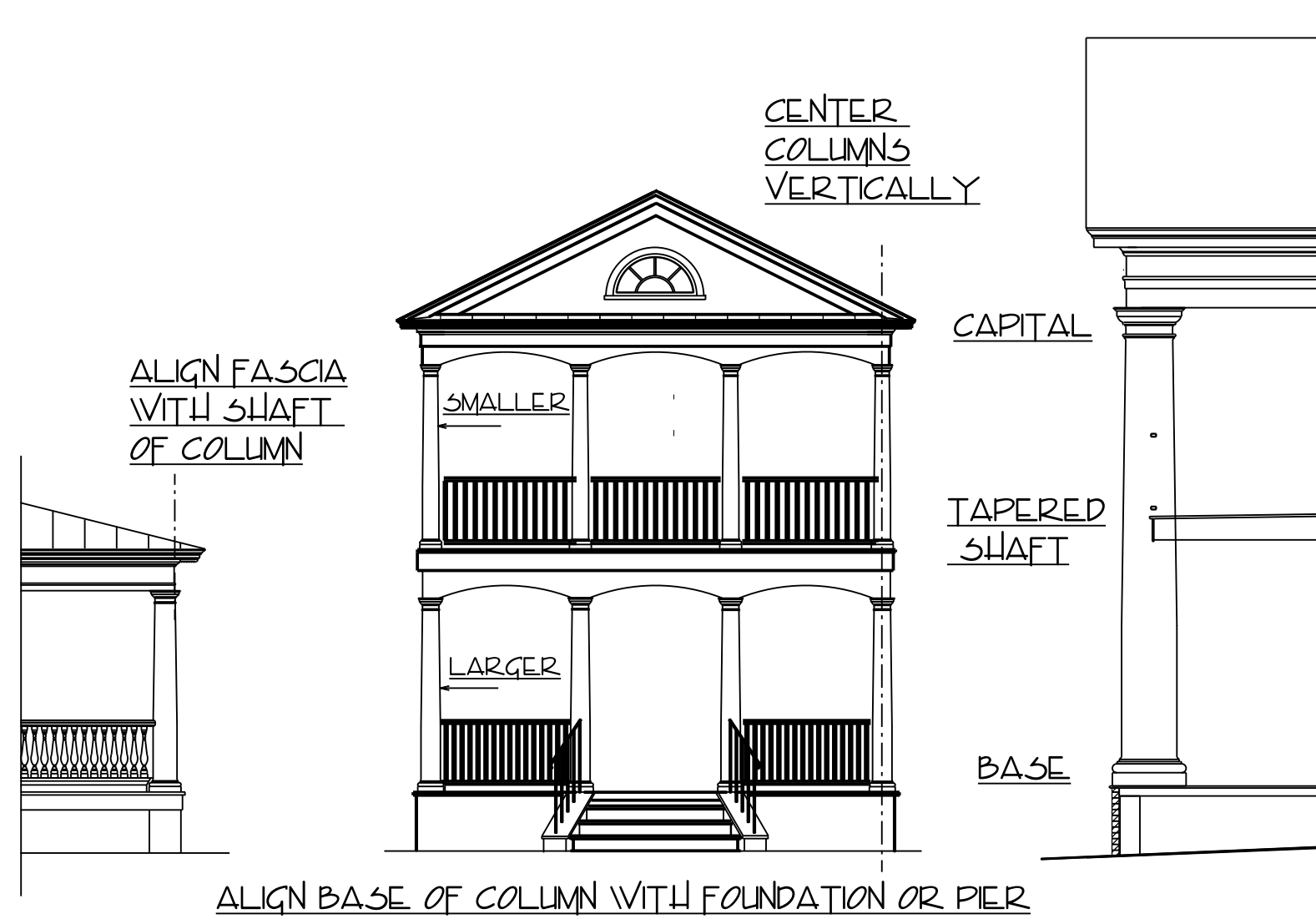


Using The Principles And Language Of Classical Design To Create A Solution For Modern Day Construction



BOX EAVE & RETURNS

CORNICE EXAMPLES



Columns And Balusters Communicate The Basic Vocabulary Of Classical Design

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