

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

OMB APPROVAL

OMB Number: 3235-0145
Expires: August 31, 1999
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hours per form 14.90

Under the Securities Exchange Act of 1934
(Amendment No.)*

Trex Company, Inc.

(Name of Issuer)

Common Stock, par value \$.01 per share

(Title of Class of Securities)

89531P 10 5

(CUSIP Number)

Roger A. Wittenberg,
20 South Cameron Street, Winchester, VA 22601

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

April 13, 1999

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box. []

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

(Continued on following pages)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 89531P 10 5

Page 2 of 4 Pages

1 NAME OF REPORTING PERSON
ROGER A. WITTENBERG

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) []
N/A (b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS*
PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
United States of America

7 SOLE VOTING POWER
2,137,600

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER
-0-

9 SOLE DISPOSITIVE POWER
2,137,600

10 SHARED DISPOSITIVE POWER
-0-

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
2,137,600

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES* []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
15.8%

14 TYPE OF REPORTING PERSON*
IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

Item 1. Security and Issuer

This statement relates to the Common Stock, par value \$.01 (the "Common Stock"), of Trex Company, Inc., a Delaware corporation (the "Company"), the principal executive offices of which are located at 20 South Cameron Street, Winchester, Virginia 22601.

Item 2. Identity and Background

This statement is being filed by Roger A. Wittenberg (the "Reporting Person"). The Reporting Person's principal occupation is Executive Vice President of Technical Operations of the Company and his business address is 20 South Cameron Street, Winchester, Virginia 22601.

During the last five years, the Reporting Person has not been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

The Reporting Person is a citizen of the United States.

Item 3. Source and Amount of Funds or Other Consideration

The Reporting Person purchased 100 shares of Common Stock at a purchase price of \$10.25 per share in the initial public offering of the Common Stock (the "Initial Public Offering") as described in Item 5 below. The funds used to purchase these shares came from available cash on hand. On April 7, 1999, immediately following the pricing of the Initial Public Offering, the Reporting Person exchanged certain limited liability company interests in TREX Company, LLC, the Company's parent immediately prior the Initial Public Offering, for 2,137,500 shares of Common Stock.

Item 4. Purpose of Transaction

The Reporting Person has acquired the Common Stock for investment purposes. The Reporting Person may, from time to time, depending upon market conditions and other factors deemed relevant by the Reporting Person, acquire additional shares of Common Stock. The Reporting Person has entered into an agreement (as described in Item 6 below) with the underwriters for the Initial Public Offering pursuant to which the Reporting Person has agreed that, for a one hundred eighty (180)-day period commencing on April 7, 1999, he will not sell or otherwise dispose of any equity security of the Company without the consent of the underwriters.

Except as described in this Schedule 13D report, the Reporting Person has no current plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a) As of the date of this report, the Reporting Person beneficially owns an aggregate of 2,137,600 shares of Common Stock, which represent approximately 15.8% of the shares of Common Stock outstanding on April 13, 1999, the date of the closing of the Initial Public Offering (including the shares of Common Stock sold in the Initial Public Offering). Of such amount, 2,137,500 shares of Common Stock were issued by the Company to the Reporting Person immediately prior to the Initial Public Offering.

(b) The number of shares of Common Stock as to which the Reporting Person has

- (i) sole power to vote or direct the vote is 2,137,600
- (ii) shared power to vote or direct the vote is 0
- (iii) sole power to dispose or direct the disposition is 2,137,600
- (iv) shared power to dispose or direct the disposition is 0

(c) The Reporting Person purchased 100 shares of Common Stock at \$10.25 in the Initial Public Offering. On April 7, 1999, immediately following the pricing of the Initial Public Offering, the Reporting Person exchanged certain limited liability company interests in TREX Company, LLC, the Company's parent immediately prior to the Initial Public Offering, for 2,137,500 shares of Common Stock. Except for the purchase and exchange transactions described above, the Reporting Person has not effected any other transactions in the Common Stock during the past 60 days.

- (d) Not applicable.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect

 to Securities of the Issuer.

In connection with the Initial Public Offering, the Reporting Person entered into an agreement (the "Lock-up Agreement") with the underwriters for the Initial Public Offering pursuant to which the Reporting Person has agreed generally that, for a one hundred eighty (180)-day period commencing on April 7, 1999, he will not sell or otherwise dispose of any equity security of the Company without the consent of the underwriters.

The foregoing description of the Lock-up Agreement is qualified in its entirety by reference to the Lock-up Agreement which is filed as an exhibit to this Schedule and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

- 1. Lock-up Agreement from Roger A. Wittenberg to J.C. Bradford & Co. Inc. dated April 13, 1999.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: April 23, 1999

/s/ Roger A. Wittenberg

ROGER A. WITTENBERG
 EXECUTIVE VICE PRESIDENT
 OF TECHNICAL OPERATIONS

April 13, 1999

J.C. BRADFORD & CO.
As Representative of the
Several Underwriters
c/o J.C. Bradford & Co.
330 Commerce Street
Nashville, Tennessee 37201

Ladies and Gentlemen:

This letter is being delivered to you in connection with the Underwriting Agreement (the "Underwriting Agreement"), among Trex Company, Inc., a Delaware corporation (the "Company"), you, as the representative of the several underwriters named therein (the "Underwriter") and the Selling Stockholders named therein, relating to an underwritten public offering of Common Stock, \$.01 par value (the "Common Stock"), of the Company (the "Public Offering").

In consideration of the Underwriter's agreement to purchase and undertake the Public Offering of the Company's Common Stock and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agrees not to, without your prior written consent, directly or indirectly, offer, sell, contract to sell, issue or grant an option or other right for the purchase or sale of, assign, transfer, make a distribution of, pledge, hypothecate or otherwise encumber or dispose of (pursuant to Rule 144 under the Securities Act of 1933, as amended, or otherwise), any shares of Common Stock (including, without limitation, shares of Common Stock which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission), or any securities or other instruments or rights convertible into or exercisable or exchangeable for, or evidencing any right to purchase or subscribe for, any shares of Common Stock or enter into any agreement to do any of the foregoing, for a period of 180 days after the date of the Underwriting Agreement (the "Period"). The foregoing restrictions will not apply to transfers of Common Stock by the undersigned (i) to trusts for the benefit of the undersigned or the spouse or lineal descendants of the undersigned, (ii) by gift to the spouse or lineal descendants of the undersigned, (iii) by will, or (iv) by intestate succession, so long as any such transferee (or trustee or legal guardian on behalf of the transferee) executes an agreement substantially in the form of this letter. In addition, the undersigned agrees for the Period not to engage in any hedging or other transaction which is designed to or reasonably expected to lead to or result in a sale or disposition of such securities during the applicable period, even if such securities would be disposed of by someone other than the undersigned, including, without limitation, any short sale (whether or not against the box) or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any such securities or with respect to any security (other than a broad-based market basket or index) that includes, relates to or derives any significant part of its value from such securities.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this letter agreement. All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and any obligations of the undersigned shall be binding upon the heirs, personal representatives, successors, and assigns of the undersigned.

Very truly yours,

By: /s/ Roger A. Wittenberg

Name: Roger A. Wittenberg
Address: 151 Upper Ridge Road
Winchester, VA 22603