



CITY OF HARRISONBURG
COMMUNITY
DEVELOPMENT

Preliminary Subdivision
Plat Application

www.harrisonburgva.gov/subdividing-property

PROPERTY INFORMATION

Title of Subdivision: Cobbler's Valley

611 Pear Street

Property Address(es)

8-E-2

Tax Map Parcel(s)/ID(s)

3.14

Total Acreage

~~33~~ 34

Number of Lots Proposed

R8-C

Zoning Classifications

PROPERTY OWNER INFORMATION

Greenwood Homes, LLC

Property Owner Name

455 Second St SE, Suite 201

Street Address

Charlottesville

City

VA

State

22902

Zip

434-989-9752

Telephone

CHRIS.SCHOOLEY@GREENWOODHOMES.COM

E-Mail

OWNER'S REPRESENTATIVE INFORMATION (if applicable)

Chris Schooley

Owner's Representative

455 Second St SE, Suite 201

Street Address

Charlottesville

City

VA

State

22902

Zip

434-989-9752

Telephone

CHRIS.SCHOOLEY@GREENWOODHOMES.COM

E-Mail

SURVEYOR INFORMATION

Valley Engineering, PLC

Name

4901 Crowe Drive

Street Address

Mount Crawford

City

VA

State

22841

Zip

540-434-6365

Telephone

csnyder@valleyesp.com

E-Mail

VARIANCES

No variances requested. (Continue to next section.)

Variance requested. **If a variance is requested, please provide the following information:**

I (we) hereby apply for a variance from:

The Harrisonburg Subdivision Ordinance section(s): 10-2-42(C) & 10-2-43

The Harrisonburg Design and Construction Standards Manual section(s): _____

which requires:

The attached letter shall describe why the applicant believes a variance should be granted based on the following "unnecessary hardship" which is peculiar to the property in question. (See Section 10-2-2 of the Subdivision Ordinance.)

CERTIFICATION

The City of Harrisonburg's preliminary plat and subdivision requirements are in the code of the City of Harrisonburg, Subdivision Ordinance Sections 10-2-1 through 10-2-86. Please read these requirements carefully.

I have read the ordinance requirements. I certify that the information supplied on this application and on the attachments provided (plats and other information) is accurate and true to the best of my knowledge. In addition, I hereby grant permission to the agents and employees of the City of Harrisonburg to enter the above property for the purposes of processing and reviewing this application. I also understand that, when required, public notice signs will be posted by the City on any property.

DocuSigned by:

Drew Holzwarth

6/27/2022

651509ED8770492...

PROPERTY OWNER

DATE

REQUIRED ATTACHMENTS

Letter explaining proposed use & reasons for seeking Preliminary Subdivision Plat Approval.

Plat of properties meeting requirement of Subdivision Ordinance Section 10-2-23 – see checklist.

Traffic Impact Analysis (TIA) Determination Form OR Traffic Impact Analysis (TIA) Acceptance Letter signed by Public Works Department. Applicant is responsible for coordinating with Public Works prior to submitting this application. For more information, visit www.harrisonburgva.gov/traffic-impact-analysis.

TO BE COMPLETED BY PLANNING & ZONING DIVISION

Date Form Received

Form Received By

Total Fees Due: \$ _____

Application Fee:

w/o Variance Request \$175.00 plus \$20.00 per lot

with Variance Request \$200.00 plus \$20.00 per lot

**CHECKLIST FOR PLAT OF PROPERTIES MEETING SEC. 10-2-23
PRELIMINARY PLAT – REQUIREMENTS AND CONTENTS**

The preliminary plat, marked as such, shall be presented to the planning commission at a scale of one-inch equals one hundred (100) feet (1" = 100') with any supporting data, showing the following:

- Proposed subdivision name, location, acreage and land use.
- Date, north point and graphic scale.
- Names and addresses of the owners of the property, including the existing mortgagee, the subdivider and the designer of the layout.
- Location and names of adjoining subdivisions or names of the owners of adjoining lands.
- Topography: contours at two-foot intervals unless grade is fifteen (15) percent or more, in which case contours shall be at five-foot intervals.
- Existing and proposed streets, easements and other rights-of-way within and adjoining the subdivision including right-of-way and roadway widths, approximate grades and proposed street names.
- Location of existing and proposed utilities adjacent to the tract to be subdivided, including size and elevation.
- Location of building setback lines and zoning district lines.
- Lot lines, lot and block numbers and approximate dimensions. If proposed subdivision is a residential planned unit development structures and approximate dimensions shall be shown.
- Proposed method of water supply, drainage provisions, sanitary sewer layout or other accepted sanitary plan and methods of flood control where applicable. Connections with existing facilities, sizes of proposed facilities and any accessory structure shall also be shown.
- Draft of homeowners' association agreements or protective covenants, if any, whereby the subdivider proposed to regulate land use in the subdivision and otherwise protect the proposed development. **Not Available** at this time.
- The location of existing watercourses and other geographic features.
- Preliminary location of stormwater management best management practice (BMP) boundary areas.
- A vicinity sketch or key map at a scale of two hundred (200) feet to the inch shall be shown on or accompany the preliminary plat. This map shall relate the subdivision to existing landmarks and show how streets, alleys and other significant proposals connect or relate to existing facilities in neighboring subdivisions or undeveloped property to produce the most advantageous development of the entire area.
- The fee for filing a preliminary plat without a variance shall be one hundred seventy-five dollars (\$175.00) plus twenty dollars (\$20.00) per lot, or if filing a preliminary plat with a variance the fee shall be two hundred dollars (\$200.00) plus twenty dollars (\$20.00) per lot, made payable to the city. The fee shall be paid upon the filing of the plat with the city. (\$840.00)

In addition, if the preliminary plat requires a traffic impact analysis (TIA) review by the Virginia Department of Transportation (VDOT), then all additional fees for that review shall be made payable to the Virginia Department of Transportation. If the preliminary plat requires a TIA review, only by the city, then one thousand dollars (\$1,000.00) shall be made payable to the city. The preliminary plat application shall not be considered accepted until the TIA has been reviewed.

June 27,2022

Thanh Dang, Assistant Director
City of Harrisonburg
Department of Community Development
409 South Main Street
Harrisonburg, VA 22801

Subject: Variance Request - Preliminary Plat

Dear Ms. Dang,

This letter accompanies the submitted preliminary plat & application for parcel 8-E-2 located at 611 Pear Street. Our client is seeking preliminary plat approval for the project at hand. The subject parcel was previously rezoned to R8-C and approved for special use by permit. By agent of our client, we request variance from the following:

Subdivision Ordinance Section 10-2-42(C) – Blocks and lots.

Defined as: *“Frontage. All lots shall front on a public street and no lot shall embrace any portion of a street or alley.”*

Subdivision Ordinance Section 10-2-43 – Easements.

Defined as: *“A ten-foot-wide utility easement shall be provided along front lot lines or any lot line adjacent to a public right-of-way. In addition, easements at least ten (10) feet wide, centered on the side or rear lot lines, shall be provided for utilities and drainage. Easements may also be required in, along or adjacent to natural watercourses as drains for sanitary sewers and water diversion purposes.”*

We believe that variance for the above should be granted based on the following:

10-2-42(C): The requirement of lots to front public streets would comprise the previously approved density due to the necessary requirements associated with public street design. Furthermore, the proposed private street section is consistent with that of the adjacent Rockingham County development providing for a comparable, interconnected layout.

10-2-43: A public general utility easement is not proposed, as it would encumber easements associated with water and sewer service laterals.

Regards,
Valley Engineering, PLC



Kaleb R. Orndorff
Engineer II



City of Harrisonburg, Virginia

OFFICE OF THE PUBLIC WORKS DEPARTMENT
320 EAST MOSBY ROAD
HARRISONBURG, VIRGINIA 22801
(540) 434-5928

STREET MAINTENANCE
TRAFFIC ENGINEERING
TRANSPORTATION PLANNING
REFUSE/ RECYCLING
CENTRAL STORES

February 26, 2018

Carl Snyder, PE
Valley Engineering
4901 Crowe Dr
Mt Crawford, VA 22841

RE: Wenger-Burkholder TIA

Carl,

The Public Works Department has reviewed the revised Traffic Impact Analysis (TIA) for the proposed Wenger-Burkholder property dated February 2018, which is an update to the previously accepted TIA dated October 2017. The Public Works Department finds this updated TIA to be acceptable and proposes no additional comments other than those previously provided. Those comments concerning mitigation of the impacts of this development are summarized below:

- The City requests that the developer consider a mitigation that provides financial assistance for the construction of this signal at a point during the development of the subject property. The City will provide all required future traffic study responsibilities that would be needed to determine if signal installation is required at that time. At such time the City would notify the developer that a signal is needed and that the agreed upon financial assistant would be needed for construction to begin.
- The City does not agree with the statement included in the TIA concerning frontage improvements along the Pear Street property frontage. As per the City's Design and Construction Standards Manual requirements, any developed parcel within the City is required to provide all required frontage improvements. For this property those improvements shall include, but may not be limited to, dedication of all needed Right of Way and/or easements, sidewalk, curb & gutter, storm sewer (if needed) and any necessary road widening to meet City standard typical sections.
- We encourage the developer to continue to seek a possible connection to Route 42, via the southern portion of this property. We feel that this connection could potentially offset some of the left turn movements at the intersection of Erickson Ave and Pear St.

If there are any questions concerning these comments, or if a meeting to discuss proposed mitigations is necessary, please do not hesitate to let me know.

Regards,

A handwritten signature in black ink, appearing to read 'TH Hartman', with a stylized, horizontal flourish extending to the right.

Thomas Hartman, PE, LEED AP
Assistant Director of Public Works

cc: File

Rhonda Cooper (Rockingham County)

Adam Fletcher

Thanh Dang

THE LAUREL

SHERRON ROAD



ELEVATION - F

ELEVATION - B

ELEVATION - C

ELEVATION - G

ELEVATION - H

LIVING SPACE SQ. FT.

FIRST FLOOR:	526 SF
SECOND FLOOR:	741 SF
THIRD FLOOR:	788 SF
TOTAL:	2105 SF
GARAGE:	234 SF
DECK:	46 SF
FRONT VESTIBULE:	36 SF

DRAWING LIST:

- C-1 COVER SHEET
- A-4C ELEVATIONS - C
- A-4H ELEVATIONS - H
- A-5A BUILDING SECTIONS

PRELIMINARY - NOT FOR CONSTRUCTION

DRAWINGS PROVIDED BY:
Clay Greene
Greenwood Homes
clay@greenwoodhomes.com
434-531-0437

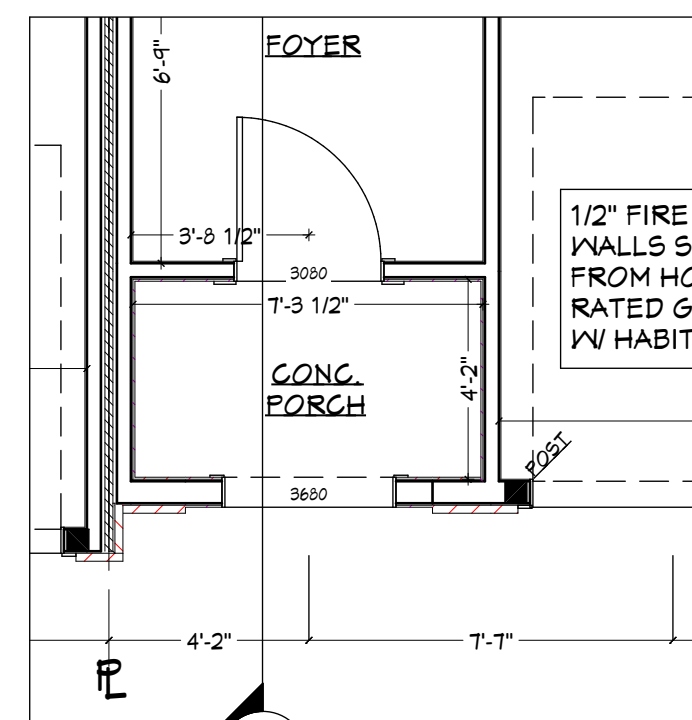
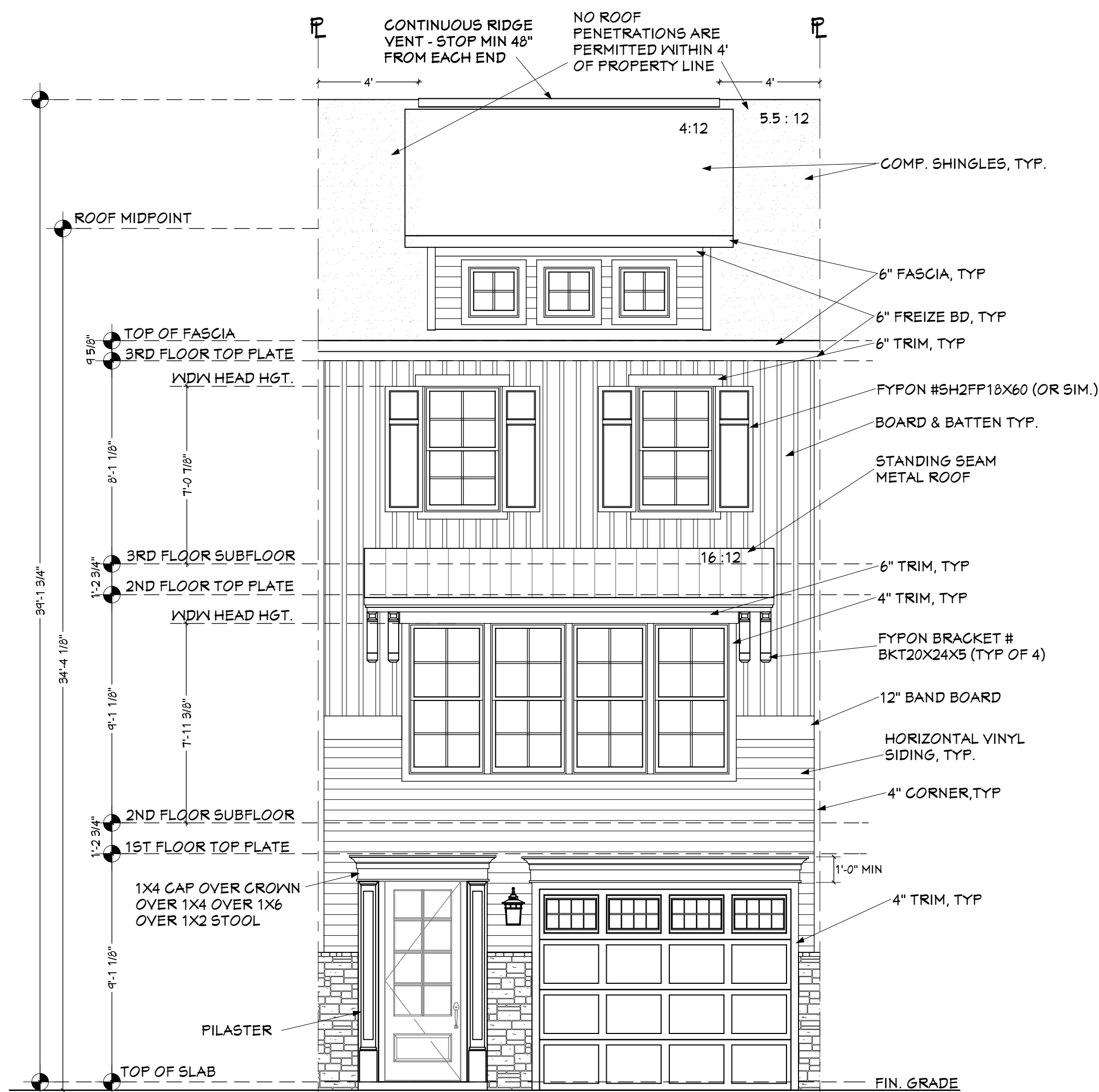
MODEL:
THE LAUREL AT
SHERRON RD

ISSUE DATE:
10/21/2021

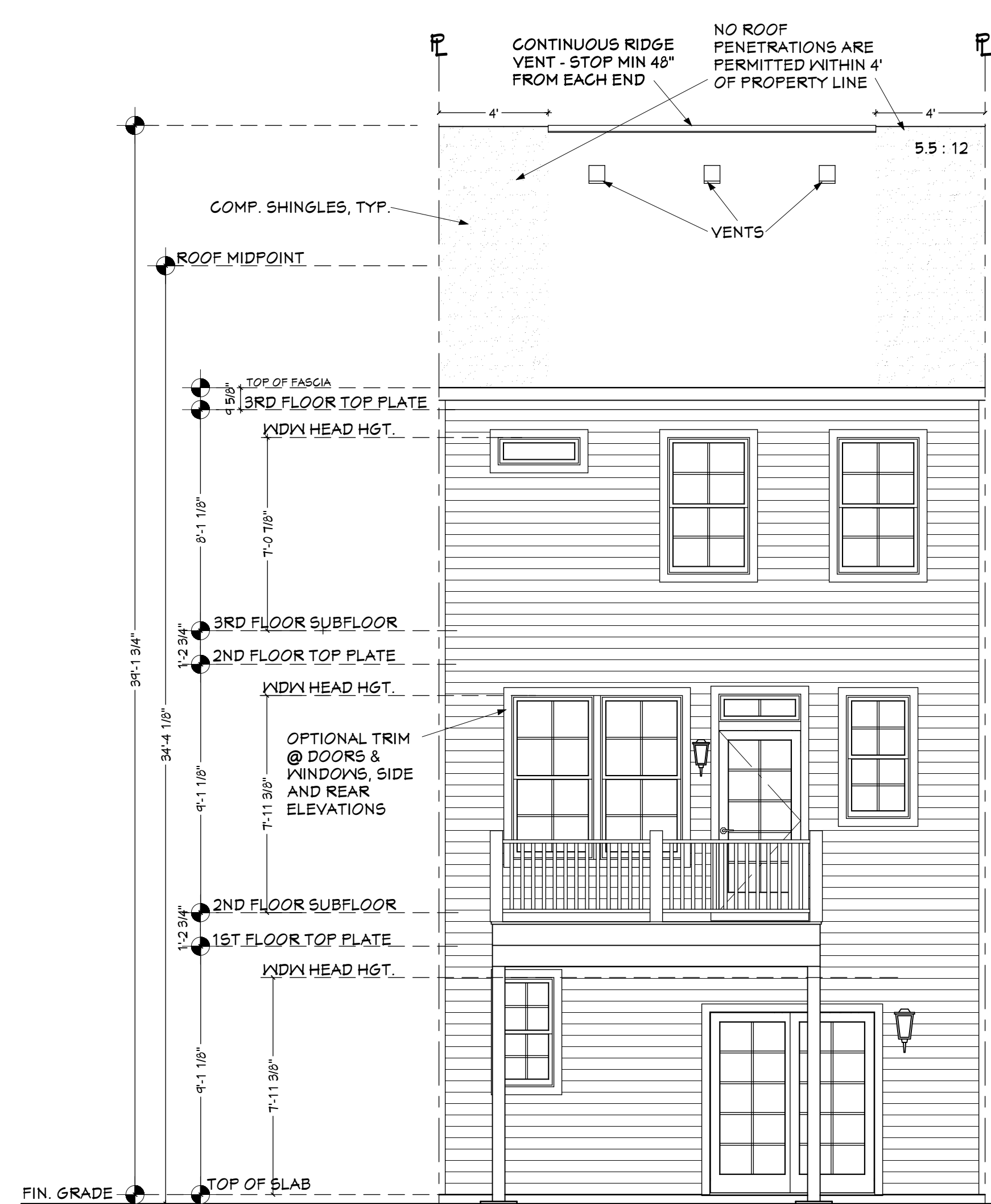
NO.	DESCRIPTION	BY	DATE

DRAWING DESCRIPTION:
COVER SHEET

SHEET:
C-1

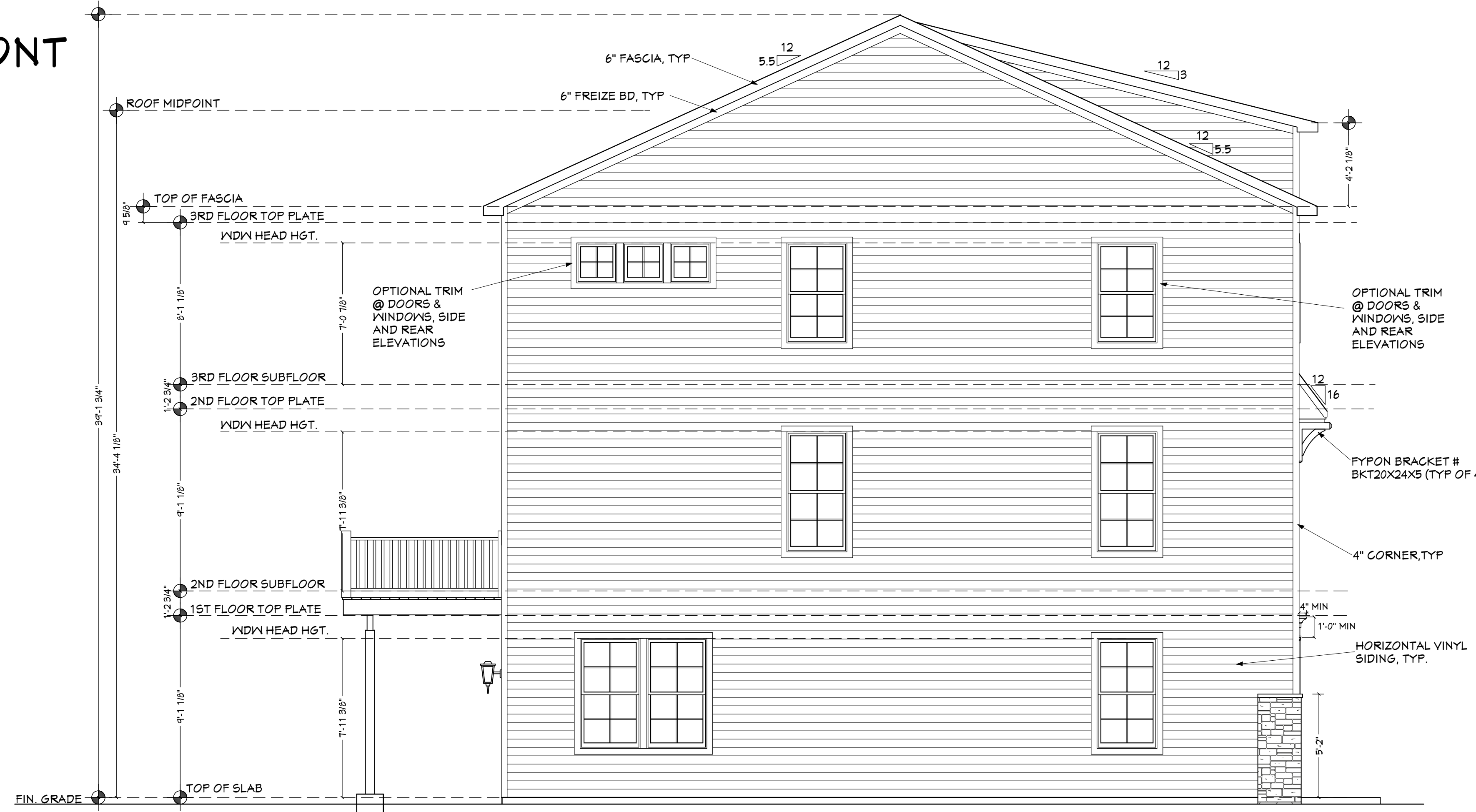


**ELEVATION - C -
RECESSED ENTRY
VESTIBULE**

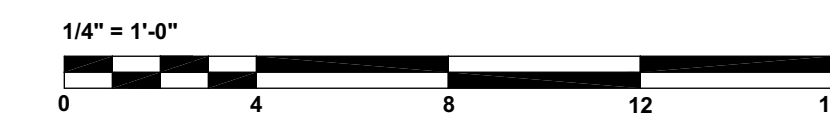


ELEVATION - C - FRONT

ELEVATION - C - REAR



ELEVATION - C - SIDE



**PRELIMINARY - NOT
FOR CONSTRUCTION**

DRAWINGS PROVIDED BY:
Clay Greene
Greenwood Homes
clay@greenwoodhomes.com
434-531-0437

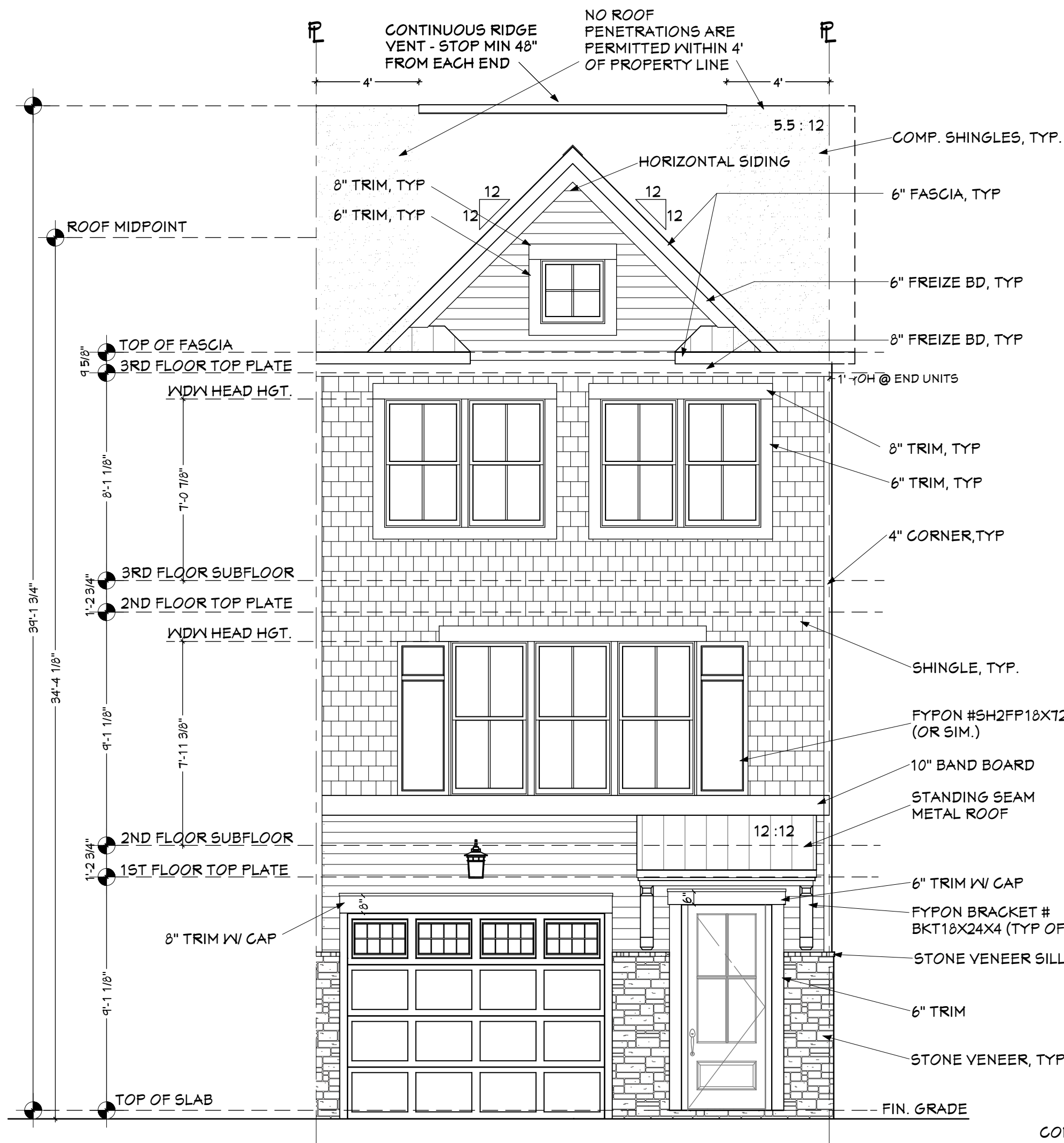
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**THE LAUREL AT
SHERRON RD**

ISSUE DATE:
10/21/2021

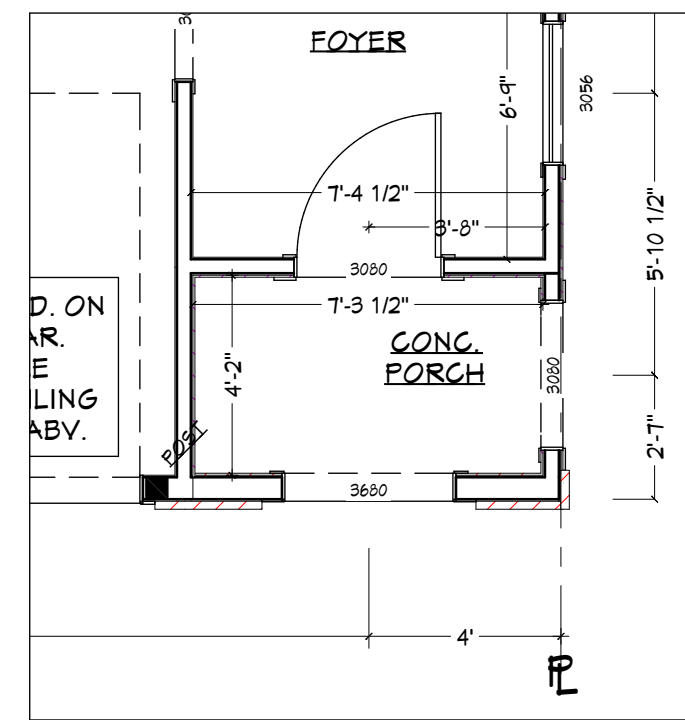
NO.	DESCRIPTION	BY	DATE

DRAWING DESCRIPTION:
ELEVATIONS - ELEV C

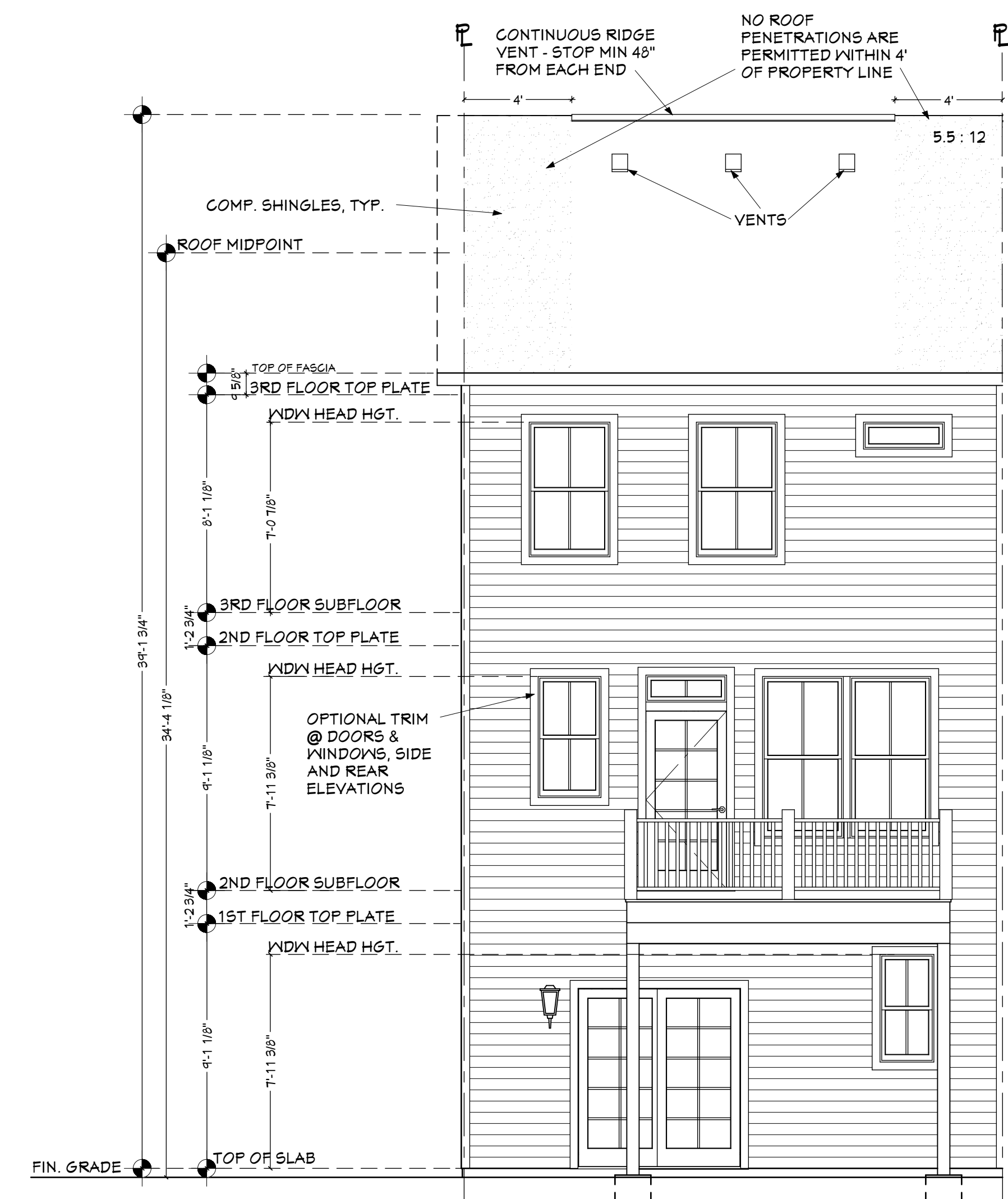
SHEET:
A-4C



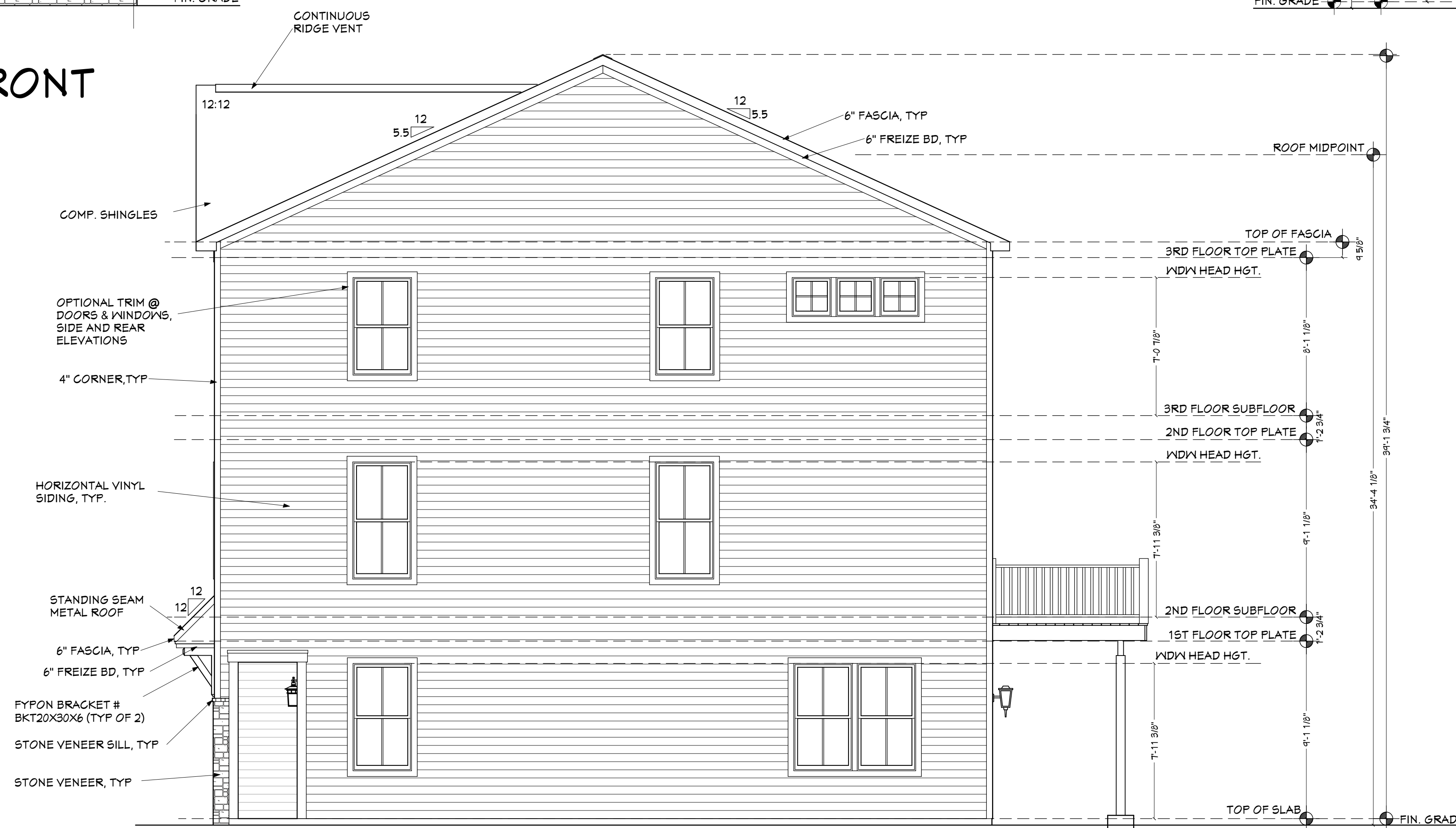
ELEVATION - H - FRONT



ELEVATION - H - RECESSED ENTRY VESTIBULE



ELEVATION - H - REAR



ELEVATION - H - SIDE



PRELIMINARY - NOT FOR CONSTRUCTION

DRAWINGS PROVIDED BY:
 Clay Greene
 Greenwood Homes
 clay@greenwoodhomes.com
 434-531-0437

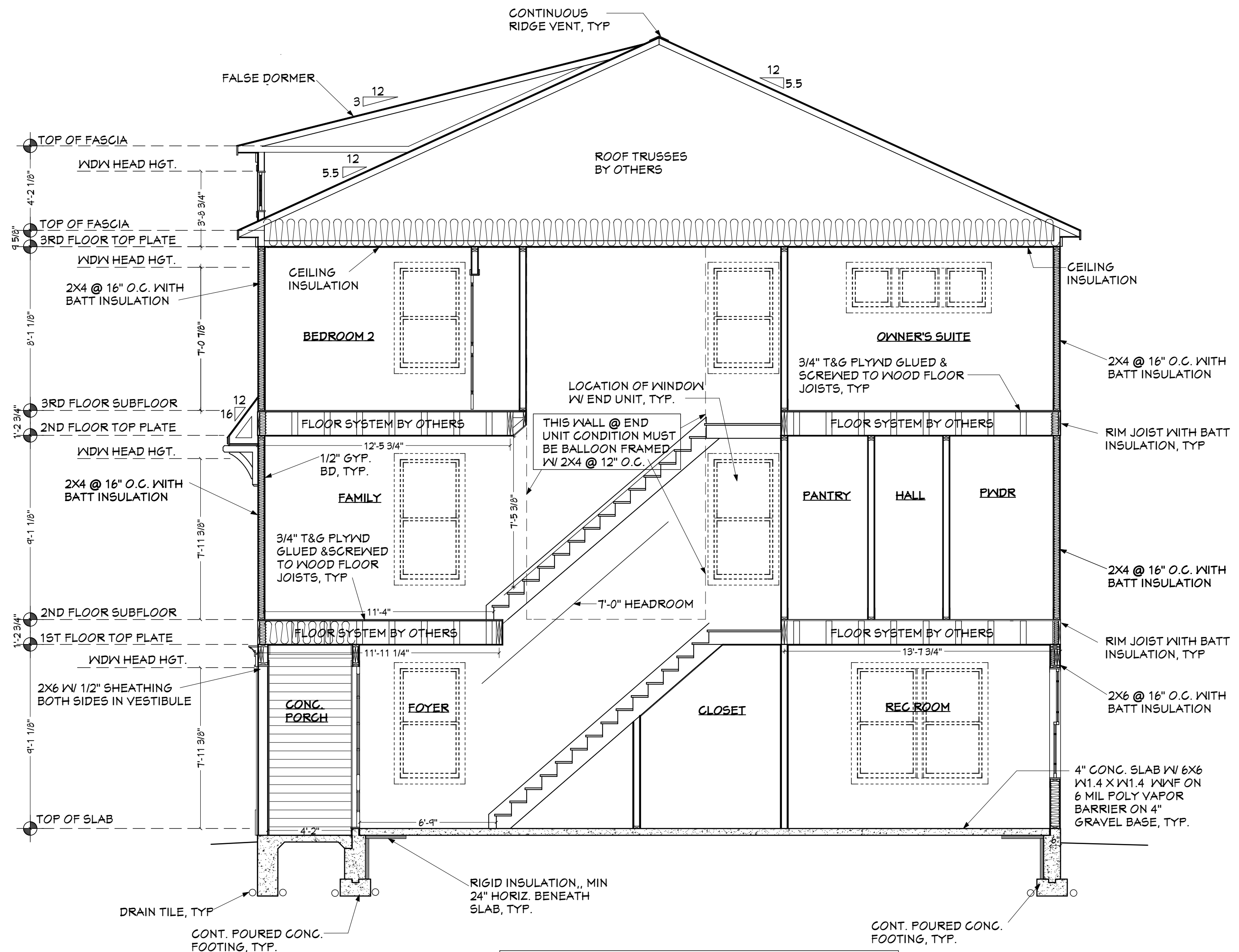
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 SHERRON RD

ISSUE DATE:
 10/21/2021

NO.	DESCRIPTION	BY	DATE

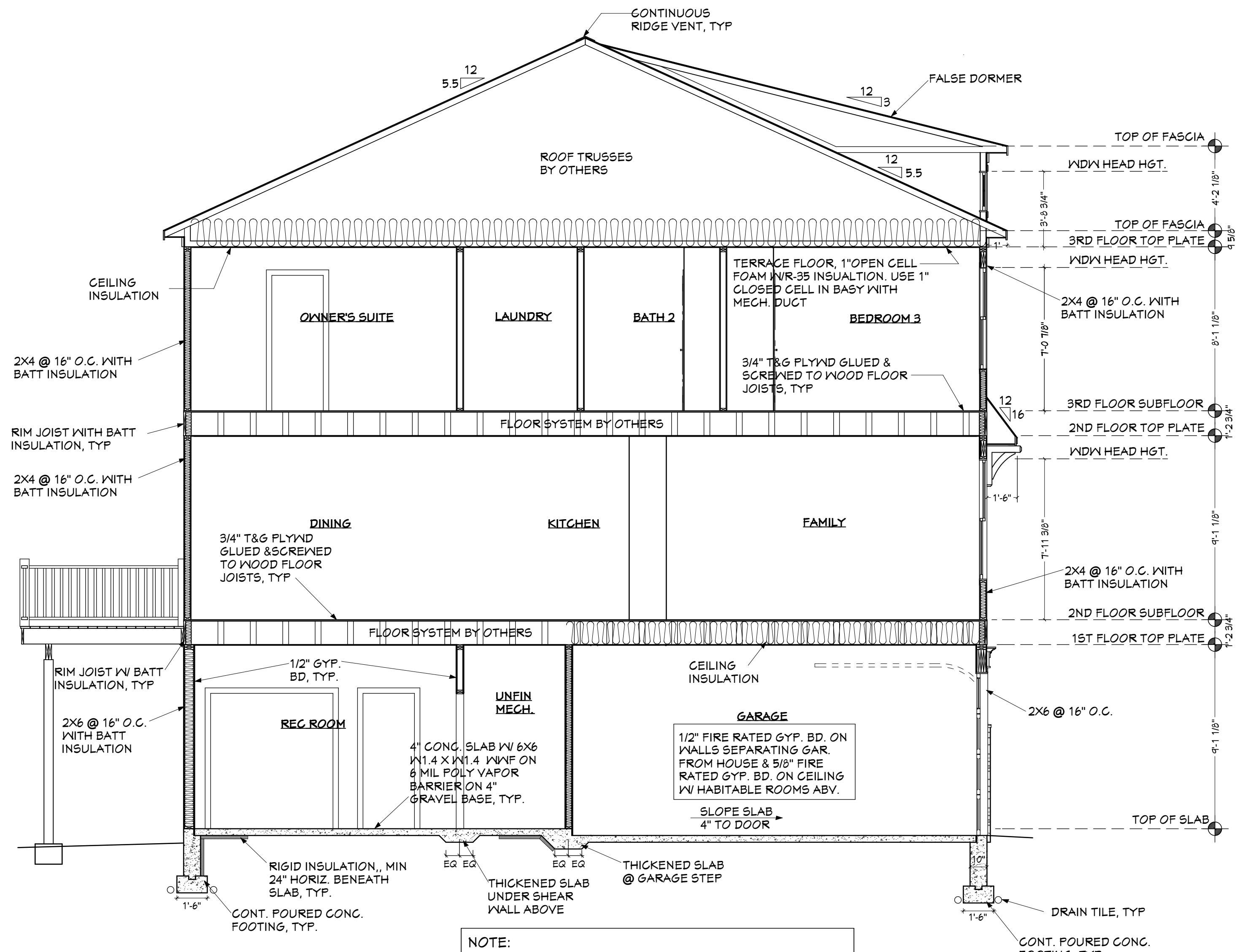
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 ELEVATIONS - ELEV H

SHEET:
 A-4H



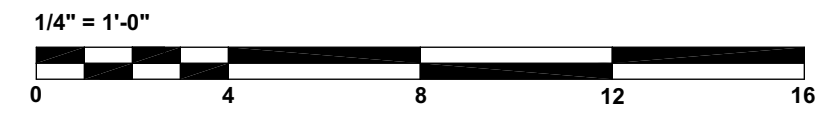
NOTE:
 ALL ROOF FRAMING LAYOUTS AND ENGINEERING TO BE BY PREMANUFACTURED TRUSS SUPPLIER. LAYOUT TO PROVIDE ADEQUATE TRUSS ROOM FOR MECHANICAL DUCTWORK.

TYPICAL BUILDING SECTION THRU STAIR
 SHOWN W/ ELEVATION - C



NOTE:
 ALL ROOF FRAMING LAYOUTS AND ENGINEERING TO BE BY PREMANUFACTURED TRUSS SUPPLIER. LAYOUT TO PROVIDE ADEQUATE TRUSS ROOM FOR MECHANICAL DUCTWORK.

TYPICAL BUILDING SECTION THRU GARAGE
 SHOWN W/ ELEVATION - C



PRELIMINARY - NOT FOR CONSTRUCTION

DRAWINGS PROVIDED BY:
 Clay Greene
 Greenwood Homes
 clay@greenwoodhomes.com
 434-531-0437

MODEL:
**THE LAUREL AT
 SHERRON RD**

ISSUE DATE:
 10/21/2021

NO.	DESCRIPTION	BY	DATE

DRAWING DESCRIPTION:
BUILDING SECTIONS

SHEET:
A-5A

Prepared by: Williams Mullen, P.C.
200 S. 10th Street
Suite 1600
Richmond, VA 23218

DRAFT

Tax Map Parcels:

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COBBLERS VALLEY

THIS DECLARATION is made as of this ____ day of _____, 2022, by _____, LLC, a Virginia limited liability company (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of Harrisonburg, Virginia which is described on Exhibit “A”, and desires to create thereon (and on such additional real property as may hereafter be subjected to the provisions of this Declaration) a planned community known as “Cobblers Valley”;

WHEREAS, Declarant desires to provide for the protection and enhancement of the value and desirability of Cobblers Valley and for the maintenance of Cobblers Valley, and to this end, Declarant desires to subject the real property described in Section 2.01 hereof, together with such additional real property as may hereafter be subjected to this Declaration to the covenants, restrictions, easements, conditions, reservations, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said real property and the owners thereof; and

NOW THEREFORE, Declarant hereby desires that the real property described in Section 2.01 hereof, and such additions thereto as may hereafter be made pursuant to Section 2.02 hereof, shall be held, transferred, sold, conveyed, leased, donated, devised, inherited and occupied subject to the covenants, restrictions, easements, conditions, reservations, liens and charges hereinafter set forth, and any valid amendments or supplements hereto. These covenants, restrictions, easements, conditions, reservations, liens and charges and all other provisions hereinafter set forth shall run with the land and shall be binding upon any and all parties who have, or shall acquire, any right, title, or interest in all or any part of the real property subject to this Declaration, and shall inure to the benefit of each Owner hereof.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1.01. “Architectural Review Board” shall mean and refer to the Board established in Article IX hereof for the purpose of regulating the external design, appearance and use of the Lots, Common Area and improvements thereon.

Section 1.02. “Association” shall mean and refer to Cobblers Valley Homeowner’s Association, Inc., a non-profit, non-stock corporation to be incorporated under the laws of the Commonwealth of Virginia, its successors and assigns.

Section 1.03. “Cobblers Valley” shall mean and refer to that portion of the Property described

in Section 2.01 hereof, which is hereby subjected to this Declaration, together with such other real property as may hereafter from time to time be added thereto under the terms of Section 2.02 hereof.

Section 1.04. “Board of Directors” shall mean and refer to the Board of Directors of the Association.

Section 1.05. “Common Area” shall mean and refer to any lot, area, pieces or parcels of land, together with all appurtenances thereto belonging and all improvements thereon, including monument entry signage, and areas shown on the Plat (as defined in Section 2.01 hereof) as “Open Space” or shown on any future subdivision plat of any future section of Cobblers Valley, less and except the Lots and any property dedicated to and accepted by a public authority, to be held, owned and administered for the common use, benefit and/or enjoyment of the Owners and residents of Cobblers Valley.

Section 1.06. “Community Assessments” shall mean and refer to the charges, fees and liens imposed upon Lots for community purposes as provided in this Declaration, and as may be amended from time to time.

Section 1.07. “Declarant” shall mean and refer to _____, LLC, a Virginia limited liability company, and any successor to or assignee of it as Declarant and/or developer.

Section 1.08. “Declarant Control Period” shall mean and refer to the period commencing on the date of the recordation of this Declaration in the Clerk’s Office and terminating on the last to occur of (a) the date on which the Declarant no longer owns any part of the Property; or (b) the date on which all City-required bonds posted by Declarant or its affiliates for the construction of site work and infrastructure on the Property have been released; provided, however, that Declarant can terminate the Declarant Control Period on any earlier date contained in a written notice from the Declarant to the Association specifying the termination date of the Declarant Control Period.

Section 1.09. “Declaration” shall mean and refer to the covenants, restrictions, easements, conditions, reservations, liens and charges and all other provisions herein as set forth in this entire document, as the same may from time to time be amended or supplemented.

Section 1.10. “Dwelling Unit” shall mean and refer to any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household.

Section 1.11. “Lot” shall mean and refer to any plat of land numerically designated and shown or described on any recorded plat of any portion of Cobblers Valley, by phase or otherwise, with the exception of Common Area, and shall include both Single Family Attached Lots and Single Family Detached Lots.

Section 1.12. “Maintain” shall mean care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

Section 1.13. “Maintenance” shall mean the maintenance of the Roads, and all curbs and gutters, drainage facilities, utilities, dams, bridges, and other Roads improvements, and the prompt removal of debris, or any other obstruction so as to keep the Roads reasonably open for usage by all vehicles, including emergency service vehicles.

Section 1.14. “Member” shall mean and refer to any Lot owner entitled to membership in the Association.

Section 1.15. “Mortgage” shall mean each deed of trust or mortgage or similar instrument recorded against the title of any portion of the Property and encumbering same as security for the performance of any obligation (including, without limitation, the payment of any liability). “First Mortgage” shall mean and refer to that Mortgage which is in first recorded position against the title of any portion of the Property.

Section 1.16. “Mortgagee” shall mean the institutional holder, insurer or guarantor of a Mortgage.

Section 1.17. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, including Declarant, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the case where a Lot is held by one or more persons for life with the remainder to another or others, the term “Owner” shall mean and refer only to such life tenant or tenants until such time as the remainderman or remaindermen come into use, possession or enjoyment of such Lot.

Section 1.18. “Property” shall mean and refer to that certain real property, described on Exhibit “A” hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.19. “Reserve Fund Assessments” shall mean and refer to the charges, fees and liens imposed upon Lots for the purpose of providing the long-term capital improvements, including improvements to the roads, and road frontage sidewalks and other repairs or replacements of community features, as deemed appropriate by the Board of the Association.

Section 1.20. “Roads” shall mean and refer to the roads within Cobblers Valley designated for public or private use, including but not limited to, Ridgeline Drive, and Piney Point Road as shown and described on the Plat (defined in Section 2.01 below), as well as any future roads that are platted to serve future development phases in Cobblers Valley. The Roads include all improvements within the designated right of ways, including but not limited to, curbs, sidewalks and grass strips, if applicable.

Section 1.21. “Single Family Attached Lots” shall mean and refer to those certain Lots containing Dwelling Units wherein the construction of such units results in each Dwelling Unit sharing at least one common wall with the adjacent unit, such Dwelling Units are commonly referred to as townhomes and villas.

Section 1.22. “Single Family Detached Lots” shall mean and refer to those certain Lots containing Dwelling Units wherein the construction of such units does not result in any Dwelling Unit sharing a common wall with the adjacent unit, such Dwelling Units are commonly referred to as single family homes.

Section 1.23. “Supplemental Declaration” shall mean and refer to any declaration of covenants, conditions and restrictions which may be executed and recorded by Declarant which extends the provisions of this Declaration to additional real property and to any declaration of covenants, conditions and restrictions which may be executed and recorded pursuant to Section 13.04 hereof which imposes additional, modified, supplementary or complementary provisions, covenants, conditions and/or restrictions upon the real property then subject to this Declaration.

ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Cobblers Valley. The portion of the Property which at this time is, and shall be

held, transferred, sold, conveyed, donated, leased, devised, inherited and occupied subject to this Declaration, is:

Those certain lots or parcels of land numbered 1 through 30, and all Common Areas, as shown and described on the certain subdivision plat entitled “_____” (the “Plat”), prepared by Valley Engineering, Inc. dated _____, recorded in the Clerk’s Office of the Circuit Court of the City of Harrisonburg, Virginia (the “Clerk’s Office”) as Instrument Number _____.

Section 2.02. Additional Property. Declarant shall have the right, but not the obligation, without further consent of the Association or of other Owners, to bring within the plan and operation of this Declaration and the jurisdiction of the Association all or any portion of the Property or such other real property owned by Declarant. Such additions may be made as one tract or as several smaller tracts at different times. To make any addition authorized by this section, Declarant shall file a Supplemental Declaration with respect to the real property being added to Cobblers Valley which shall amend the operation and effect of this Declaration, and the jurisdiction of the Association, to such added real property. A Supplemental Declaration filed by Declarant may contain such complementary conditions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or desirable to reflect the different character, if any, of the added real property.

ARTICLE III - ASSOCIATION

Section 3.01. Association. Cobblers Valley Homeowner’s Association, Inc. is a non-profit, non-stock membership corporation, incorporated under the laws of the Commonwealth of Virginia for the purpose of applying, administering, and enforcing the covenants, restrictions, conditions, liens and charges contained in this Declaration; owning, Maintaining and administering the Common Area; and providing the maintenance within Cobblers Valley as set in this Declaration.

Section 3.02. Title to Common Area. The Declarant hereby conveys the Common Area to the Association in fee simple, free and clear of all liens, but subject to this Declaration and all other easements, conditions and restrictions of record.

ARTICLE IV – INSURANCE

Section 4.01. Insurance. Each Owner covenants and agrees to maintain fire and extended coverage insurance on the improvements and structures on any Lot to the full insurable value thereof.

Section 4.02. Restoring Property. In the event any improvements or structures located on a Lot are damaged or destroyed by any casualty, the Owner of such Lot shall promptly restore the improvements at the Owner's sole cost and expense to original condition existing prior to the casualty event or to a condition better than the original condition.

ARTICLE V— EASEMENTS

Section 5.01. Generally. In addition to all utility easements reserved on the Plat, the Declarant reserves unto itself, its successors and assigns, perpetual and alienable easements and right of ways on every portion of the Common Area and within the required setback lines on each Lot (i) to construct, Maintain, inspect, replace and repair all utilities, including but, not limited to water, sewer, electric, telephone and cable, with the corresponding poles, wires, cables, conduits, pipes, valves, and other suitable equipment for the conveyance of water, sewer, telephone, electricity, cable, communications and other utilities and public conveniences; (ii) for storm and surface-water drainage, together with the right of ingress and egress to all

such facilities and easements for the construction and maintenance thereof; (iii) to create, provide and Maintain any sight distance easements and/or slopes required by the City of Harrisonburg and/or the Virginia Department of Transportation for use and/or acceptance for public maintenance of the Roads; and (iv) to meet any other condition or requirement of any governmental authority related to the subdivision and or development of Cobblers Valley and/or the use and/or acceptance of the Roads for public maintenance.

Section 5.02. Temporary Construction Easements. The Declarant reserves unto itself, its successors and assigns, temporary, alienable easements within and across those portions of the Lots lying within fifty feet (50') of the centerline of the Roads for the construction and grading of the Roads, and the cutting, filling and grading of slopes and installation of drainage facilities. This temporary construction easement shall terminate upon completion of the Roads. In addition, Declarant reserves unto itself, its successors and assigns, temporary, alienable easements within and across the Common Areas and the Lots for the express purpose of completing any work required by the City for Declarant to obtain the release of any City-required bonds posted by Declarant or its affiliates (collectively, the "Bond Work"). This temporary construction easement shall terminate upon the completion of all Bond Work.

Section 5.03. Easement of Enjoyment of Common Area. Each Owner, the immediate family of each Owner, the guests of each Owner, and the tenants of each Owner shall have a right and easement of use and enjoyment of the Common Area, including the Roads and any facilities situated thereon, subject to the following:

(a) No obstruction or storage within the Common Area is permitted without the prior express written consent of the Association;

(b) The right of the Association to limit the number of guests of the Owners to facilities located within the Common Area and to establish and charge reasonable admission or other fees for use of any recreational facilities situated upon any portion of the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by any Owner for a period during which any Assessment against his Lot remains unpaid, and for a period for any infraction of the Association's published rules and regulations, provided that access to the Owner's Lot over Common Area is not disturbed or interfered with;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area, subject to the Declarant's Easements in this Article V hereof, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. If ingress or egress to any Lot is through the Common Area, any transfer of that portion of the Common Area shall be made subject to the Owner's easement; and

(e) The right of the Association to place reasonable restrictions upon the use of the Common Area.

Section 5.04. Drainage and Maintenance Easements. The Declarant reserves unto itself, its successors and assigns, perpetual and alienable drainage easements and right of ways above ground and underground as shown on the Plat and upon every portion of the Common Area and within the required setback lines on each Lot to construct, Maintain, inspect, replace and repair pipes and swales for storm and surface water drainage, including but not limited to those certain private drainage easements labeled on the Plat as "10' PRIVATE DRAINAGE EASEMENT". Further, the Declarant shall establish such easements for drainage and water flow as the contours of the Property and the arrangements of buildings on the Property requires. Declarant reserves unto itself, its successors and assigns, the exclusive

right to sell, grant, convey and/or dedicate any utility system and adjoining area located within the Property to the City of Harrisonburg or one or more public utility companies. Such rights shall continue in effect until such time as the Declarant, including any successor or assign, has conveyed or relinquished all of its right, title and interest in and to any portion of the Property.

Section 5.05. Easement for Maintenance. For the purpose of performing the maintenance on the Lots or Common Area required or permitted by this Declaration, the Declarant and/or the Association, through its duly authorized agents and/or employees, shall have a non-exclusive easement to enter upon, or in, any Lot or any portion of the Common Area, for the purpose of performing maintenance in accordance with this Declaration.

Section 5.06. Scope of Easements. The easements provided for in this Section shall include 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. No new trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall be placed within the easements provided for in this Section. The rights in this Section may be exercised by any licensee of the Declarant, but shall not be deemed to impose any obligation upon the Declarant to provide or Maintain any utility or drainage services. Any damage resulting from the use of the easements hereby reserved shall be promptly rectified at the expense of the entity or persons responsible for such damage.

Section 5.07. Encroachment. Declarant reserves unto itself, its successors and assigns, a perpetual and alienable easement to the extent that any structure on any other Lot or the Common Area, whether by reason of: (a) initial design and construction; (b) deviation from the plats and plans (or any errors thereon) in the construction, repair, renovation, restoration and replacement of any structure; or (c) settling or shifting of any land or improvements.

ARTICLE VI – MAINTENANCE OF COBBLERS VALLEY

Section 6.01. Sidewalks. The road frontage sidewalks shall be privately Maintained by the Association. The initial construction of all sidewalks shall be borne and completed by Declarant. Upon completion, the cleaning, repair, maintenance, upkeep, improvement, enhancement and replacement of the road frontage sidewalks shall be borne by the Association, except for snow removal which shall be the responsibility of individual Lot Owners. All public road frontage sidewalks and walkways running from the road frontage sidewalks to the door of all Lots will be Maintained, replaced, improved or repaired and the snow removed by individual Lot Owners.

Section 6.02. Maintenance of Drainage and Storm Water Run-Off Control Measures. The City of Harrisonburg, Virginia has required certain drainage and storm water run-off control measures to be constructed, maintained, inspected, replaced and repaired as part of its approval of the development of Cobblers Valley. The initial construction of the drainage and storm water run-off control measures shall be borne and completed by Declarant. Thereafter, the repair, maintenance, upkeep, improvement, enhancement and replacement of the drainage and storm water run-off control measures shall be borne by and are the responsibility of the Association. These facilities include all storm sewers, drainage channels, inlet channels and basins.

Section 6.03. Maintenance of Identification Signs. The Declarant has determined that it is desirable to construct, install, and Maintain community and street identification signs within Cobblers Valley. The initial construction and installation of community and street identification signs deemed appropriate by Declarant shall be borne and completed by Declarant. Thereafter, the repair, maintenance, upkeep, improvement, enhancement and replacement of community identification signs shall be borne by

and be the responsibility of the Association. On Roads accepted into the State Highway System, the road signs shall meet the required standards and be Maintained by the State Highway System. All signs in the subdivision shall be in accordance with the requirements of the City of Harrisonburg.

Section 6.04. Maintenance of Roads.

(a) Right of Dedication. The Declarant shall have the right and power to dedicate to public use certain Roads so that the same may be accepted into the Virginia Department of Transportation Road System and thereby be publicly maintained.

(b) Regulation of Traffic and Parking. Unless the Roads are accepted for public use and maintenance, the Declarant, during the Declarant Control Period, and thereafter, the Association, shall have the right and power to place any reasonable restrictions upon the use of the Roads, including the establishment of speed limits and regulation of parking along the Roads.

(c) Responsibility for Maintenance of the Roads. The initial construction of the Roads shall be paid for by and shall be completed by the Declarant or its assigns. Upon completion of the construction of the Roads, the cost of Maintenance, upkeep or replacement of all Roads located within the established easements in Cobblers Valley shall be the sole responsibility of the Association as provided for herein, unless and until accepted into the Virginia Department of Transportation Road System. The Roads shall at all times be maintained so that it is safe and convenient for passenger automobiles and emergency vehicles at all times except in severe temporary weather conditions. No such cost will be borne by the City of Harrisonburg or the Commonwealth of Virginia or any other public agency unless accepted into the Virginia Department of Transportation Road System.

Section 6.05. Maintenance of Grounds. The initial grading, seeding, and landscaping of all Lots, Common Areas, and storm water management facilities as deemed appropriate by Declarant shall be borne and completed by Declarant. Thereafter, the Association shall be responsible for the maintenance of all landscaping on the Single Family Attached Lots, Common Area, and the maintenance of, and in its discretion, the replacement of, all shrubbery and other plantings within the Common Area, which are either natural or were planted by Declarant within the Common Areas and the costs of such maintenance shall be an expense of the Association.

Section 6.06. Maintenance of Common Areas. The Association shall be responsible for the upkeep, maintenance, management, operation and control of the Common Area and all improvements thereon, all fixtures, personal property and equipment related thereto, and the Association shall be responsible for paying personal property and real estate taxes on the Common Area and all improvements and personal property located thereon. The responsibility of the Association with regard to the upkeep, maintenance, management, operation and control of such Common Area shall include any and all sidewalks and trails, open space areas and all of the access and parking areas for any such facilities. The Association shall keep the Common Area in good, clean and attractive condition as determined by the Board. Notwithstanding any other provision of this Declaration, if any Owner through his own negligence or through his construction, development or other unusual activity on his/her Lot causes damage to any portion of the Common Area, then he/she shall be solely and exclusively responsible for the repair of such damage without the benefit of contribution from the other Owners, the Declarant or the Association.

Section 6.07. Maintenance of Party Walls; Roof Repair and Maintenance.

(a) General Rules of Law to Apply. Each wall or roof which is built as a part of the original construction of any structure on any Single Family Attached Lot upon the Property subject to this

Declaration and placed on the dividing line between Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of Section 6.07(b), the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or roof shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may repair or restore it, and if the other Owners thereafter make use of the wall or roof, they shall contribute to the cost of repair or restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of Section 6.07(b), any Owner who by his negligent or willful act causes the party wall or roof to be exposed in the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under Section 6.07(b) shall be appurtenant to run with the land and shall pass to such Owner's successor in title.

(f) Association's Right to Repair and Maintain. In the event that any Owner shall fail to maintain a party wall or roof in a manner satisfactory to the Board of Directors, the Association, after thirty (30) days' prior written notice to such Owner and upon the affirmative vote of a majority of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon such Lot and to repair, Maintain and restore the party wall or roof. The cost of such repair and maintenance plus an administrative fee of fifteen percent (15%) of the cost of such work shall be added to and become a part of the Assessments to which such Lot(s) is subject.

Section 6.08. Maintenance of Lots and Structures on Lots.

(a) Maintenance by Owner. Exterior maintenance is not required to be performed by the Association, excluding the landscaping provided to the Single Family Attached Lots and other affirmative maintenance obligations as noted herein including, but not limited to, the Association's obligations under Section 6.09. The Owner of such Lot shall perform such maintenance, repair and replacement, and shall keep his Lot and all structures thereon in good order, condition and repair, including but not limited to:

(i) Removal of snow from walkways, sidewalks and driveways within Owner's Lot;

(ii) Exterior painting of trim, doors, shutters, and any other painted surface, as required and approved by the Architectural Review Board;

(iii) Leaf cleaning from gutters and downspouts, to prevent overflow and clogging of the drainage systems;

(iv) Power washing; and

(v) Roof repair and replacement, subject to the terms of Section 6.07 hereof.

(b) Maintenance by the Association. In the event that any Owner shall fail to Maintain, repair and/or replace any item of maintenance, repair or replacement for which he is responsible in a manner satisfactory to the Board of Directors, the Association, after thirty (30) days' prior written notice to such Owner and upon affirmative vote of a majority of the Board of Directors, shall have the right (but not the obligation) to provide such maintenance, repair and/or replacement as in the opinion of a majority of the Board of Directors is required, and the cost thereof plus an administrative fee of fifteen percent (15%) of the cost of such work shall be assessed against the Owner of such Lot and added to and become a part of the Association's assessment accounts as determined appropriate by the Board of Directors. In addition, the Board has the authority, but not the obligation, to initiate certain community-wide exterior maintenance and provide for the same under regular or special assessment as provided for herein.

Section 6.09 Additional Maintenance by the Association for Single Family Attached Lots.

(a) Maintenance Costs Assessed. All costs of maintenance and/or repairs on Single Family Attached Lots in accordance with this this Declaration shall be assessed as part of the annual Community Assessment only against the Single Family Attached Lots.

(b) Scope of Maintenance Performed by Association. In addition to the other affirmative maintenance obligations as noted herein, the Association shall be responsible providing landscape, and yard services to all Single Family Attached Lots. The scope of services to the Single Family Attached Lots may be adjusted commencing one (1) year after the date of recording of this Declaration as may be determined by the Board of Directors. Notwithstanding any of the foregoing, or any of the other terms or conditions of this Declaration, until such time as a Certificate of Occupancy has been issued for any of the Single Family Attached Lots purchased by a third party builder, a third party builder shall maintain such Single Family Attached Lots in a sightly and well-maintained condition.

(c) Landscaping. For the first one (1) year from the date of recording of this Declaration, such landscaping maintenance shall include the following services:

- i. mowing;
- ii. fertilization of turf areas;
- iii. lime as needed;
- iv. aeration as needed;
- v. over seeding of turf areas as needed;
- vi. weed control;
- vii. mulching of mulched areas once per year;
- viii. shrub maintenance (trimming and fertilization);
- ix. leaf removal;
- x. pesticide application as needed;
- xi. maintenance of common fences.

Provided, in the event any Single Family Attached Lot Owner encloses any portion of his side or rear yard with fencing lacking a gate and denies the Association access to appropriate maintenance equipment, or otherwise impedes the Association's access into any such enclosed area, the services set forth in this Declaration shall not be provided to the enclosed space (in which case the applicable Single Family Attached Lot Owner shall be responsible, at this sole cost and expense, for the maintenance and upkeep of such area), but the Single Family Attached Lot Owner shall continue to be responsible for such services and for his annual Community Assessment in accordance with the this Declaration.

(d) Association Fulfillment. Notwithstanding the foregoing, at any time the Association determines, in its reasonable discretion, that any Single Family Attached Lot Owner has failed to comply with the terms and provisions of this subsection, the Association may fulfill such Single Family Attached Lot Owner's obligations on such party's behalf and invoice such Single Family Attached Lot Owner for reimbursement of any expenses incurred by the Association on its behalf to be billed separately from the annual Community Assessment.

ARTICLE VII – THE ASSOCIATION

Section 7.01. Membership. The Owner of a Lot shall be a Member of the Association. In addition, Declarant shall be a Member of the Association as set forth in this Declaration, the Articles of Incorporation and Bylaws of the Association so long as Declarant owns any Lot. Membership in the Association shall be appurtenant to and may not be separated or alienated from, ownership of Lots.

Section 7.02. Voting Rights. The total number of residential Dwelling Units shall be determined as permitted by the City of Harrisonburg, Virginia, and as recorded Lots in the Clerk's Office. Each Lot constitutes one (1) residential Dwelling Unit. Cobblers Valley and this Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners of Lots, with the exception of the Class B Member. Class A Members shall be entitled to one (1) vote for each Lot owned by said Class A Member. In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot owned. The Class B Membership shall terminate on the date on which Declarant has transferred to Class A Members all of its interest in any Lots that may be developed on the Property. The Declarant may terminate its Class B Membership at any time by filing with the Association and in the Clerk's Office a written certificate terminating Declarant's interest in Cobblers Valley as Class B Member. At such time as the Declarant's Class B Membership terminates, the Declarant shall become a Class A Member to the extent and for the period during which the Declarant owns any Lot.

Section 7.03. Board of Directors. The initial Board of Directors shall be appointed by the Declarant until the first meeting of the Association. At said meeting the Board of Directors of the Association shall be elected by the Members as set forth in the Bylaws of the Association.

Section 7.04. Powers and Duties of Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Declaration or by the Articles of Incorporation and/or Bylaws of the Association required to be exercised or done by the Members of the Association.

Section 7.05. Quorum; Notice. At any meeting called to vote on taking any action authorized under Article VIII hereof or an amendment to or the termination of this Declaration, the presence of Members or of proxies entitled to cast twenty-five percent (25%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, and the presence of Members or of proxies entitled to cast ten percent (10%) of all votes shall constitute a quorum at the subsequent meeting. Written notice of said meeting shall be hand delivered, mailed postage prepaid or emailed to all Members not less than thirty (30) days prior to

the date of the meeting.

Section 7.06. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the taking of any vote by the Members. Every proxy shall be revocable and shall automatically cease (i) upon conveyance by the Member of his or her Lot, or (ii) if the Member giving the proxy personally attends the meeting to which the proxy pertains. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members and at ballot on which each Member may vote for or against each such motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out above.

ARTICLE VIII – ASSESSMENTS

Section 8.01. Types of Assessments. Within Cobblers Valley, two types of assessments are permitted, as follows: (1) Community Assessments made by the Association upon Lots for regular and daily community purposes; and (2) Reserve Fund Assessments made by the Association for the purpose of providing the periodic work such as: the long term capital improvements and replacements of the private roads, road frontage sidewalks, and other repairs or replacements of community features (collectively, the “Assessments”). In addition, Assessments can be regular or special as set forth herein. All Assessments in this section are paid by Class A Members. Class B Members, the Declarant, and third-party builders except as set forth in this Section 8.01, do not pay any Assessments hereunder, regardless of their ownership interest in any particular Lot. Notwithstanding the foregoing, in the event that a third party builder does not convey his improved Lot within two (2) months of the issuance of a Certificate of Occupancy therefore, said builder shall begin to pay Assessments as a Class A Member following the two (2) month period after the issuance of the Certificate of Occupancy.

Section 8.02. Community Assessments.

(a) Creation of Community Assessment Lien. Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot, by acceptance of a deed or other instrument of conveyance therefor, including any purchaser at a judicial or trustee sale, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the following Community Assessments: (1) all annual assessment dues, fees and charges, and (2) all special Community Assessments for capital improvements, major repair, and/or extraordinary items, such special Community Assessments to be fixed, established and collected from time to time as hereinafter provided. The Community Assessments, together with interest as hereinafter provided, costs of collection, and reasonable attorney’s fees, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such Community Assessment is made as hereinafter provided. No Owner may waive or otherwise avoid liability for the Community Assessments by the non-use of the Common Area or by abandonment of his Lot or rights in the Common Area.

(b) Purpose of Community Assessments. The Community Assessments levied by the Association shall be used to promote the enjoyment, health, safety and welfare of the residents in Cobblers Valley, and in particular for the repair, maintenance, upkeep, improvement and enhancement of access easements, private roads, parking areas, road frontage sidewalks, surface and storm water drainage facilities, identification signs, exterior lighting systems for streets and Common Area, and Maintaining the grounds of Common Area, amenities and Lots in Cobblers Valley including but not limited to mowing grass, and landscaping, as provided in this Declaration, and if deemed necessary and/or appropriate by the Board of Directors of the Association, for the cost of the managing agent in the event one is employed and the advancement of the cost of any payment, repair and/or replacement of any item which is the responsibility

of any Owner until such time as the additional assessment attributable thereto can be levied and collected from the Owner(s) responsible therefor.

(c) Annual Community Assessments. The annual Community Assessments shall be made on the basis of a calendar year beginning January 1st and ending December 31st. The level of such annual Community Assessments shall be established annually by the Board as set forth in the Bylaws of the Association and upon the establishment of the annual Community Assessments, all Owners shall be notified of the amount of such fee and the terms of the payment thereof. Fees shall, when feasible, be based on the Association's approved operating budget for the fiscal year in which the Assessment will be collected.

(d) Special Community Assessments. In addition to the annual Community Assessment authorized above, the Association may levy in any assessment year a special Community Assessment applicable to that calendar year only for the purpose of defraying, in whole or in part, the costs of any major and/or extraordinary construction, reconstruction, repair or replacement of any part of the access easements, private roads, sidewalks, walkways, surface and storm water drainage facilities, identification signs, and/or grounds of the Common Area and Cobblers Valley, and if deemed necessary and/or appropriate by the Board of Directors of the Association, the advancement of the cost of any payment, repair and/or replacement of any item which is the responsibility of any Owner until such time as the additional assessment attributable thereto can be levied and collected from the Owners(s) responsible therefore; provided, that any such special Community Assessment shall have the consent of two-thirds (2/3) of the quorum at a meeting of the Association duly called for this purpose.

(e) Uniform Rate of Assessment. Both annual and special Community Assessments must be fixed at a uniform rate for (1) all Single Family Detached Lots and (2) all Single Family Attached Lots and may be collected in advance on a quarterly or other periodic basis as determined by the Board of Directors. Assessments may not be uniform between all improved Lots, as separate Assessments may be collected for all Single Family Detached Lots and all Single Family Attached Lots due to the different services provided by the Association to each such Lot. However, such Assessments shall be uniformly applied to each improved Lot within the Single Family Detached Lot and Single Family Attached Lot categories.

(f) Initial Capital Contribution. Each purchaser of any Lot within the Property from Declarant or a third-party builder shall pay an initial contribution to the Association equal to Five Dollars (\$500.00) per Lot at closing on said Lot.

Section 8.03. Reserve Fund Assessment.

(a) Creation of Reserve Fund Assessment Lien. The Declarant, for each Lot owned on which a Dwelling Unit is presently or shall hereafter be constructed, hereby covenants, and each Owner of any such Lot, by acceptance of a deed or other instrument of conveyance therefor, including any purchaser at a judicial or trustee sale, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the following Reserve Fund Assessments: (1) all annual Reserve Fund Assessments, fees and charges, and, (2) all special Reserve Fund Assessments for capital private Road improvements, and road frontage sidewalks. The Reserve Fund Assessments, together with interest as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the Lot against which the Reserve Fund Assessments are made as hereinafter provided. No Owner may waive or otherwise avoid liability for such Reserve Fund Assessment by the non-use or abandonment of his Lot.

(b) Purpose of Reserve Fund Assessments. The Reserve Fund Assessments levied

by the Association shall be used for the purpose of: (i) the long-term capital improvements of any private Roads, and road frontage sidewalks, such as repaving or other major maintenance and (ii) other long term repair or replacement of other Common Area features. Repairs and replacements may be made at such time and in such manner as the Board of Directors of the Association shall determine. General yearly maintenance, such as minor repairs should be covered under the Community Assessments above.

(c) Annual Reserve Fund Assessment. The annual Reserve Fund Assessment shall be made on the basis of a calendar year beginning January 1st and ending December 31st. Until January 1, 2023, the initial annual Reserve Fund Assessment on each improved Lot (improved by a completed Dwelling Unit for which a certificate of occupancy has been issued by the City of Harrisonburg, Virginia) shall be One Hundred Dollars (\$100.00) per year.

(d) Special Reserve Fund Assessment. In addition to the annual Fund Assessment authorized above, the Association may levy in any assessment year a special Reserve Fund Assessment applicable to that calendar year only for the purpose of defraying, in whole or in part, the costs of any major and/or extraordinary improvements of private roads, sidewalks, or other community or common features; provided, that any such special Reserve Fund Assessment shall have the consent of two-thirds (2/3) of quorum at a meeting of the Association duly called for this purpose.

(e) Uniform Rate of Assessment. Both annual and special Reserve Fund Assessments must be fixed at a uniform rate for (1) all Single Family Detached Lots and (2) all Single Family Attached Lots and may be collected in advance on a quarterly or other periodic basis as determined by the Board of Directors. Assessments may not be uniform between all improved Lots, as separate Assessments may be collected for all Single Family Detached Lots and all Single Family Attached Lots due to the different services provided by the Association to each such Lot. However, such Assessments shall be uniformly applied to each improved Lot within the Single Family Detached Lot and Single Family Attached Lot categories.

Section 8.04: Date of Commencement of Annual Community Assessment and Annual Reserve Fund Assessment. The annual Community Assessment provided for herein shall commence as to all Lots on the date to be specified by the Declarant, but in no event later than the first day of the first calendar quarter following the first meeting of the Association. This Assessment may be prorated to reflect any portion of a year when dues collection commences. The annual Reserve Fund Assessment provided for herein shall commence as to all improved Lots on the date to be specified by the Declarant, but in no event later than the first day or the first calendar quarter following the first meeting of the Association. The Board of Directors shall set the amount of the annual Community Assessment against each Lot and the amount of the annual Reserve Fund Assessment against each improved Lot at least thirty (30) days in advance of each annual assessment period. Written notice or notice by electronic mail of such annual assessments shall be sent to every Owner subject thereto. The Board of Directors shall have the right to subsequently increase such annual assessment and to make a supplemental levy upon the Owners subject thereto if the Board of Directors determines that the amount of such normal assessment as initially set was inadequate. Unless otherwise established by the Board of Directors, such annual Assessments shall be due in advance in four (4) equal quarterly installments on the 1st day of January, April, July and October, and annual Assessments shall be prorated where sale is made or residential structure is completed between the quarterly due dates. The Association shall within fourteen (14) business days of request furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8.05. Personal Obligation of Community Assessments and Reserve Fund Assessments.

Community Assessments and Reserve Fund Assessments, together with interest as hereinafter provided, costs or collection, late charges and interest and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such Community Assessments and/or Reserve Fund Assessments first became due and payable. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the entire amount of such assessments. All Owners of Lots, by acceptance of an instrument of conveyance, waive all rights to any homestead exemption with respect to their personal obligation for the payment of such assessments. The personal obligation for unpaid delinquent Community Assessments and/or Reserve Fund Assessments shall not pass to an Owner's or Declarant's successor in title, unless expressly assumed by such successor in writing.

Section 8.06. Effect of Non-Payment of Assessments; Remedies of the Association. The lien for all Assessments shall also secure all interest, late fees and costs of collection, including reasonable attorney's fees, whether suit is brought or not, which may be incurred by the Association in enforcing said lien. Any Community Assessment and/or Reserve Fund Assessment which is not paid when due shall bear interest from the date when due until paid at the rate of fifteen percent (15%) per annum and, in addition, the Owner shall pay a fixed late fee of \$20.00 per month to the Association for any payment not received by the Association when due. Such late fee may be increased or decreased by the Board. In the event that any Owner is more than thirty (30) days delinquent in the payment of any Assessment, such Owner, at the discretion of and upon notice by the Association, shall not have rights to use the common recreational facilities, if any. In the event that any Owner is more than forty-five (45) days delinquent in the payment of any Assessment, the Association shall have the right and power to accelerate the balance of the calendar year's Community Assessments and/or Reserve Fund Assessments and to consolidate said balance with any delinquent amount.

Section 8.07. Lien for the Payment of Assessments and Subordination of Lien to First Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect any Assessment lien; provided, however, that the sale or transfer of any Lot pursuant to the foreclosure of a Mortgage or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. No sale or transfer of any Lot shall relieve an Owner from liability for any such Assessments due and owing prior to the date of conveyance of the Lot. No amendment to this Section shall affect the rights of the holder of any First Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

ARTICLE IX - ARCHITECTURAL CONTROL

Section 9.01. Purpose. An Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of improvements and landscaping on any Lot or the Common Area, other than improvements constructed or landscaping done by Declarant, its contractors and subcontractors, in such a manner so as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to preserve the general character and architectural compatibility of Cobblers Valley as constructed by Declarant.

Section 9.02. Conditions. No improvements, alterations, repairs, change of paint or stain colors, excavations, changes in grade, clearing, major landscaping or other work which in any way alters such property from its natural or improved state on the date such property was first conveyed in fee by Declarant or a third-party builder to an Owner of the Association shall be made or done without the prior approval of the Architectural Review Board except as otherwise expressly provided herein. No buildings, fence, wall,

residence or other structures or improvements to a structure erected or constructed on any portion of Cobblers Valley shall be commenced, other than by Declarant, without the prior written approval of the Architectural Review Board. Declarant shall not be required to obtain the consent or the approval of the Architectural Review Board or of the Association for any improvements, construction, grading or landscaping performed by Declarant, its contractors and subcontractors in Cobblers Valley.

Section 9.03. Procedures. Any Owner who desires to construct any structure, improvement on or make alteration to the exterior appearance of his Lot, or the improvements thereon, and the Association itself, if it desires to construct any improvements or make any alteration to any Lot or the Common Area, shall submit to the Architectural Review Board the plans and specifications therefor showing (a) the site plan showing the location of all proposed and existing structures on the Lot; (b) the exterior elevations for the proposed structure or alteration; (c) specifications of height, color, materials and other details affecting the exterior appearance of the proposed structure or alteration; and (d) a description of the plans for existing and proposed landscaping or grading. In discharging its functions and duties, the Architectural Review Board shall endeavor to maintain and preserve the general character and architectural compatibility of Cobblers Valley as constructed by Declarant. In the event the Architectural Review Board 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, in accordance with its adopted procedures, the approval will be granted. The Architectural Review Board may adopt procedures or standards as to the information it requires to be submitted to it with any request for approval, including establishing an application fee and a review fee.

Section 9.04. Composition of Architectural Review Board. During the Declarant Control Period, the Architectural Review Board shall be a committee initially consisting of at least one person, but not more than five (5) people, appointed by Declarant. Such person(s) may but need not, be members of the Association. Members of the Architectural Review Board shall serve for a term of one year or until their successors are appointed and qualified. Following the Declarant Control Period, the members of the Architectural Review Board shall be appointed by the Board.

Section 9.05. Right of Entry. In emergency circumstances or otherwise upon prior notice, the Association and the Architectural Review Board through their authorized representatives shall have the right to enter upon any Lot and improvements thereon, at all reasonable times to ascertain whether the Lot or any structure on it is in compliance with the provisions of this Article IX and/or any guidelines, regulations, standards or rules of the Architectural Review Board without being deemed to have committed a trespass or wrongful act.

ARTICLE X – GENERAL USE RESTRICTIONS AND REQUIREMENTS

Section 10.01. Residential Use. No Lot shall be utilized for the conduct of any commercial or professional enterprise of any kind. All Lots shall be utilized exclusively for single family residential living units and for no other purposes. For the purposes of this Declaration, the term “single family” shall mean and be defined as follows: (a) an individual; or (b) two or more persons related by blood, marriage, adoption or guardianship together as a single housekeeping unit; or (c) no more than three persons not related by blood, marriage, adoption or guardianship living together as a single housekeeping unit. Notwithstanding the foregoing, telecommuting and use of a Lot for home office by the Lot Owner shall be permitted provided that (i) such use is permitted under the applicable zoning ordinance; (ii) that no outside sign advertising or identifying such profession or industry will be permitted on any Lot; and (iii) such telecommuting or home office does not require any commercial visitors to Cobblers Valley.

Section 10.02. Nuisances. No noxious, boisterous or offensive activity shall be carried on, upon

or in any Lot, nor shall anything be done thereon which may be or may become, an annoyance, nuisance, fire hazard or safety hazard to the neighborhood. The provisions of this section shall not proscribe or limit in any way the right of Declarant to carry on any development and construction activities in Cobblers Valley.

Section 10.03. Signs. No billboards or signs of any kind shall be erected, maintained or displayed on any Lot except as permitted by the Declarant or the Association. All flags displayed on any Lot are subject to prior approval of the Architectural Review Board with respect to size and location. Except, that the Declarant, its successors and/or assigns and other third party builders may post a model home sign, lot marker signs and for sale signs on available lots and in the common areas, until the Declarant has sold or transferred the last Lot.

Section 10.04. Recreational and Motor Vehicles. Except as may otherwise be expressly provided for in the rules and regulations adopted by the Association, no mobile home, trailer, camper, bus, truck over three quarter (3/4) ton rated capacity, or boat shall be placed, stored or parked within Cobblers Valley, either temporarily or permanently, on a Lot, Private Road, and/or Public Road. In addition, the Association shall have the right to regulate or prohibit the storage or parking, whether temporary or permanent, within Cobblers Valley of any van or truck which in the opinion of the majority of the Board of Directors damages or detracts from the general aesthetic character and harmony of Cobblers Valley by reason of: (1) the types and/or quantities of materials or items stored within or on such van or truck; (2) the general disrepair, poor body condition, or dilapidated state of such van or truck; or (3) the unusual or tasteless exterior appearance of such van or truck created by unusual *or* custom paint schemes, graphics, illustrations and/or words, The provisions of this section shall not proscribe or limit in any way the rights of Declarant to park vehicles related to construction activities by Declarant, its contractors and subcontractors.

Section 10.05. No Temporary Structures. No structures of a temporary character, tent, or trailer shall be used on any Lot in the Common Area at any time for storage, as a residence or for any other purpose.

Section 10.06. Antennae, Aerials and Satellite Dishes. No antennae or aerials shall be placed on any Lot or fixed to the exterior of any building, and no antenna or aerial placed or fixed within a building shall extend or protrude from the exterior of such building, unless approved by the Architectural Review Board. 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. The provisions of this section shall not preclude the Association from establishing a community antenna or earth receiving television system in Cobblers Valley. Whenever possible and based on signal availability, Satellite dishes shall be placed in/on the rear of a townhouse or home, when necessary, such dishes may be placed on the roof, so long as best efforts are made to shield the view of the dish from the street. Dishes shall not exceed twenty-four (24) inches in diameter. Any damage done by the installation or removal of a dish shall be repaired at the sole expense of the Lot Owner and not by the Association.

Section 10.07. Garage and Driveway Parking. To prevent parking problems throughout Cobblers Valley, garages and/or driveways must be utilized for vehicle parking by the Owners to their fullest useful extent so as to minimize the number of vehicles visible from Common Areas or Roads at Cobblers Valley. Lot Owners shall only park vehicles within the garage, driveway or designated parking spot of their particular unit. The Declarant or the Board may adopt rules, regulations and fines relating to parking, so that garages and driveways are fully utilized for parking and that the guest parking is reasonably available for guests and short-term parking.

Section 10.08. Clothes Drying. No clothing, laundry or wash shall be aired or dried on any

portion of a Lot exposed to view from any other Lot, the Common Area or Roads and access easements.

Section 10.09. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or within the Common Area, except that dogs, cats and other common household pets may be kept on individual Lots, subject to reasonable rules and regulations established by the Association. Dogs shall be under the control of their owner at all times. Dogs shall not be tied up or penned outside overnight.

Section 10.10. Motor Vehicles. No inoperable motor vehicles or motor vehicles without current tags and/or inspections shall remain within Cobblers Valley for more than forty-eight (48) hours. The Association in its rules and regulations shall have the power to define what is an inoperable motor vehicle.

Section 10.11. Regulation of Wood Stoves. No wood stove (including free-standing and those inserted in existing fireplaces) shall be installed, maintained or used on or within any Single Family Attached Lot unless the following conditions are met:

- (a) Installation, maintenance and/or use shall at all times be in compliance and conformity with all local and state building and fire codes and regulations;
- (b) Annual cleaning of the wood stove and flue serving the wood stove by and at the expense of the Owner of such wood stove;
- (c) Immediate correction and elimination by and at the expense of the Owner or such wood stove of any unsafe or hazardous condition which may occur or be discovered at any time; and
- (d) Annual inspection of the wood stove and flue serving such wood stove by a designated agent or subcontractor of the Association, with the cost of such annual inspection paid by the Owner of such wood stove.

Section 10.12. Storage of Firewood. No more than three-quarter (3/4) cord of firewood shall be stored at any time on or within any Lot and may not be piled, stacked or stored against the exterior wall of any building.

Suction 10.13. Trash. The Declarant or the Board may elect to provide for the placement of trash dumpsters in designated areas through the subdivision for each resident to use for the disposal of daily household trash bags and trash items. If the Declarant or the Board so elects to provide the trash dumpsters, all trash should be securely bagged and placed inside the dumpster. If a particular dumpster is full, trash must be taken to another available dumpster in the subdivision. The Declarant or the Board may make arrangements for the emptying of the dumpsters and removal of the trash, provided, however, if such dumpsters are not provided by the Declarant or the Board, then each resident shall be responsible for trash removal from its Lot or Dwelling Unit. Notwithstanding any provision herein to the contrary, curbside trash pick-up shall be permitted in Cobblers Valley; provided, however, oversized trash items, including but not limited to, furniture or excess moving supplies and appliances, hazardous materials, tires and other non-landfill items shall not be placed in or near the designated trash containers or on the curb for pick-up. Residents must make their own arrangements for the disposal of oversized trash items. The Declarant and/or the Board shall have the authority to promulgate other rules and regulations, as needed, to assure the efficient and orderly community usage of trash dumpsters.

Section 10.14. Fencing and Decking. Fences and decks are not permitted without first obtaining the approval of the Architectural Review Board pursuant to Article IX.

Section 10.15 Wireless Facilities. Notwithstanding any provisions contained herein which prohibit, limit, or otherwise regulate commercial or industrial uses or structures, the Declarant expressly reserves the right to locate any wireless telecommunications facilities, equipment, antennas, structures, or related facilities (collectively “Wireless Facilities”), within the Property, subject always to applicable local, state and federal regulations. Such Wireless Facilities shall not be deemed to be commercial or industrial uses for the purposes of this Declaration.

ARTICLE XI - DECLARANT’S RIGHTS

Section 11.01. Declarant’s Rights. Declarant hereby reserves to itself, and each Owner of any Lot, by acceptance of a deed or other instrument of conveyance therefor, hereby agrees, that Declarant shall have the following rights, so long as Declarant owns any Lot in Cobblers Valley and/or any portion of the Property, to-wit:

- (a) The right to replace, vacate or withdraw any area of any platted area from the real property subject to this Declaration, in accordance with the laws of the Commonwealth of Virginia;
- (b) The right to approve or disapprove any amendments to this Declaration and any amendments to any corporate documents related to the Association; and
- (c) The right to conduct the development, construction, marketing and sale of all property in Cobblers Valley owned by Declarant, including erection of signs, the maintenance of model homes, and the use of Common Area for promotional purposes. The right set forth herein may be assigned by Declarant to any builder in Cobblers Valley.

Section 11.02. Release of Rights by Declarant. Declarant may, by an instrument recorded in the Clerk’s Office, release, at any time and without the approval or consent of any other party, any of the rights reserved unto it under Section 11.01 hereof.

ARTICLE XII – BUILDING SETBACK LINES

Section 12.02. Purpose. The building setback lines and/or setback requirements shown on the Plat are set forth solely for informational purposes to show the setback requirements imposed by the zoning ordinance of the City of Harrisonburg, in effect on the date of approval of such plat and are not restrictive covenants running with the land.

Section 12.03. Relief from Violation. Relief from any violation of such setback requirements may be effectively and conclusively obtained by a variance or variances granted by the Board of Zoning Appeals of the City of Harrisonburg, Virginia, or its successor governmental body.

ARTICLE XIII – GENERAL PROVISIONS

Section 13.01. Managing Agent. The Association may employ and pay a managing agent, who may be an affiliate of Declarant, to manage the affairs of Association. Such managing agent shall be employed and compensated for its services and costs pursuant to a written contract with a term not to exceed one (1) year, which contract shall provide for termination by either party without cause and without payment of termination fee on no more than ninety (90) days’ written notice.

Section 13.02. 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 provision, which shall remain in full force and effect.

Section 13.03. Amendments and Supplements. Until the last Lot is sold by the Declarant, this Declaration may be amended in whole or in part by recorded instrument bearing the signature of the Declarant. Thereafter, this Declaration may be amended by a vote of seventy-five percent (75%) of all Owners of record, including joint tenants and tenants in common, of all Lots then subject to this Declaration; provided, however, that any such amendment shall be subject to the approval or disapproval by the Declarant as set forth in Section 11.01 hereof. Such amendment shall certify that the required vote was taken and that the certification may be relied upon by third parties for the correctness of the facts stated.

Section 13.04. Gender: Singular/Plural. As used in this Declaration, the masculine gender shall include the feminine and neuter, and vice versa, and the singular shall include the plural, and vice versa, whenever appropriate.

Section 13.05. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from date and thereafter shall be automatically renewed for successive periods of ten (10) years each, unless modified, amended or rescinded as provided in Section 13.03.

Section 13.06. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold or other property interests within the Property conveyed to it by the Declarant.

Section 13.07. Limitation of Liability. The Association and its managing agent, if employed by the Association, shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Assessments, or for injury or damage to persons or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area, or from any improvements, facilities, wires, pipes, drains, conduits or the like. The Association and its managing agent, if employed by the Association, shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored on or about the Common Area. No diminution or abatement of Assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 13.08. Enforcement. The Association, its managing agent, any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration or the Articles or Bylaws of the Association or any rule or regulation promulgated by the Association pursuant to its authority as provided herein or in the Articles or Bylaws or rules and regulations of the Association. Failure by the Association or by any Owner or by any Mortgagee of any Lot to enforce any covenant or restrictions herein contained or in the Articles, Bylaws or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants, conditions or restrictions or any provision of the Bylaws or the Articles cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Association, any Owner, or any Mortgagee of

any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Project Documents, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owner, provided that the requirements of applicable laws are complied with. Without limiting the generality of the foregoing, and in addition to any other remedies available, the Association, after reasonable written notice provided to the Owner, may enter any Lot to remedy any violation of the provisions of this Declaration, the Bylaws, the Articles or rules and regulations of the Association; provided, however, that the Association may not enter the interior of any dwelling except in an emergency. The costs of such action shall become a binding, personal obligation of the Owner otherwise responsible for such violation and shall also be a lien upon the Lot of such Owner.

Section 13.09. Monetary Charges. In addition to the methods of enforcement provided for elsewhere herein, the Association shall have the right to levy monetary charges against an Owner or guests, lessees or invitees thereof at such Owner's Lot, in the manner set forth herein, and such monetary charges shall be collectible as any other Assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the Bylaws, the Articles or any other of the rules and regulations of the Association, and such monetary charge shall also become the binding personal obligation of such Owner.

(a) The Association or its managing agent shall be charged with determining where there is probable cause that any of the provisions of this Declaration, the Bylaws, the Articles or the rules and regulations of the Association, regarding the use of a Lot or the Common Area or other Association property, are being or have been violated. In the event that the Board or the Architectural Review Board determines that such a violation exists, the Board shall provide notice to the person alleged to be in violation, and the Owner of the Lot if such person is not the Owner, of the specific nature of the alleged violation. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate monetary charge not to exceed Twenty-Five Dollars (\$25.00) for each offense.

(b) A monetary charge pursuant to this Section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be collectible in the same manner as any other Assessment, including by the Association's lien rights as provided in this Declaration and the Bylaws. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his Lot payment of the amount of any monetary charge(s) assessed against that Lot.

(c) Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the Bylaws, the Articles or any of the other rules and regulations, including, but not limited to, legal action for damages or injunctive relief.

Section 13.10. Additional Rights of Mortgagees. Anything contained herein or in the Articles or Bylaws of the Association to the contrary notwithstanding and so long as there remains outstanding any Mortgage on any Lot, the Declarant and the Association, for itself and each Owner, hereby agree that the properties shall be bound by the following covenants, conditions and restrictions:

(a) Upon request and providing the Association with a notice address, all Mortgagees who hold a First Mortgage on any Lot shall be entitled to timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of any Common Area or the Lot securing its Mortgage; (ii) any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of the Lot on which it holds the Mortgage; and (iii) any lapse, cancellation or material

modification of any insurance policy maintained by the Association. Any failure to give any such notice shall not affect the validity or priority of any Mortgagee holding a First Mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure. The Association may adopt standards and procedures for providing such notice, including establishing reasonable fees.

(b) No suit or other proceeding may be brought to foreclose the lien for any Assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the First Mortgage on the Lot which is the subject matter of such suit or proceeding.

(c) Any First Mortgagee of any Lot may, jointly or singly, pay any taxes, utility charges or other charge levied against any Common Area which are in default and which may or have become a charge or lien against all or any portion of the Common Area and any such First Mortgagee may pay any overdue premiums on any fire and hazard insurance policy or secure new fire and hazard insurance coverage on the lapse of any policy, with respect to the Common Area. Any First Mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

(d) Any First Mortgagee who comes into possession of a Lot pursuant to the remedies provided in a Mortgage, foreclosure of a Mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid Assessments or charges resulting from reallocation of such Assessments or charges to all Lots including the mortgaged Lot.

(e) Upon reasonable request first Mortgagees shall have the right to examine the books and records of the Association.

[SIGNATURE PAGE FOLLOWS]

47242976_1

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on its behalf by its duly authorized manager.

_____, LLC,
a Virginia limited liability company

By: _____, Inc.,
a Virginia corporation, Manager

By: _____

COMMONWEALTH OF VIRGINIA,
CITY OF HARRISONBURG, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____, a Virginia corporation, as Manager of _____, LLC, a Virginia limited liability company, on its behalf.

My commission expires:
(SEAL & Cert No)

Notary Public

ACKNOWLEDGEMENT AND CONSENT OF LIEN HOLDERS

The undersigned hereby acknowledge and consent to the recordation of the foregoing Declaration of Covenants, Conditions and Restrictions for Cobblers Valley (the "Declaration") and to the imposition of the covenants, conditions and restrictions set forth therein upon the Property and expressly acknowledge and agree that the lien, operation and effect of the deed of trust recorded for the benefit of each of the undersigned is hereby made subordinate to this Declaration. The undersigned have joined herein solely for the purposes set forth above and for no other or further purposes whatsoever. The undersigned expressly disclaim any liability or obligation whatsoever with regard to the preparation, drafting, substance or content of this Declaration.

FIRST TRUSTEE: By: _____ (SEAL)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by _____, as Trustee.

My commission expires: _____.

Registration No.: _____.

Notary Public

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

SECOND TRUSTEE: By: _____ (SEAL)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by Kimberly F. Shrewsbury, as Trustee.

My commission expires: _____.

Registration No.: _____.

Notary Public

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

_____, as Lender

By: _____ (SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 2022,
by _____, _____ of _____, on behalf of the bank.

My commission expires: _____.

Registration No.: _____.

Notary Public

EXHIBIT "A"

Property

Those certain lots or parcels of land _____