



**CITY OF HARRISONBURG
COMMUNITY
DEVELOPMENT**

**Preliminary Subdivision
Plat Application**

www.harrisonburgva.gov/subdividing-property

PROPERTY INFORMATION

Title of Subdivision: WESTON PARK

1311 PORT REPUBLIC ROAD, HARRISONBURG VA

088-F-7, 088-F-8, 088-F-9 and 088-F-10

Property Address(es)

Tax Map Parcel(s)/ID(s)

±19.66

126

R-8

Total Acreage

Number of Lots Proposed

Zoning Classifications

PROPERTY OWNER INFORMATION

PRR 1, LLC

571-271-9828

Property Owner Name

Telephone

521 Mollys Way Ln.

micahcorder@gmail.com

Street Address

E-Mail

Rockingham

VA

22801

City

State

Zip

OWNER'S REPRESENTATIVE INFORMATION (if applicable)

VALLEY ENGINEERING, PC

540-434-6365

Owner's Representative

Telephone

4901 CROWE DRIVE

csnyder@valleyesp.com

Street Address

E-Mail

MOUNT CRAWFORD

VA

22841

City

State

Zip

SURVEYOR INFORMATION

VALLEY ENGINEERING, PC

540-434-6365

Name

Telephone

4901 CROWE DRIVE

jsimmons@valleyesp.com

Street Address

E-Mail

MOUNT CRAWFORD

VA

22841

City

State

Zip

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), 10-2-66, 10-2-61(a)



The Harrisonburg Design and Construction Standards Manual section(s): 3.6.2.3, 3.6.2.4, 3.6.3, 3.6.4.1, 3.6.4.3
3.10.1.3

which requires:

All defined in attached letter

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.

PRR LLC by Micah Corder
Manager

11/4/24
DATE

PROPERTY OWNER

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

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

Form Received By

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 to scale and meeting the Rockingham County Clerk of Court's Land Recordation Standards (<https://www.rockinghamcountyva.gov/331/Land-Records-Division>) 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.
- ☒ 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.

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.



November 01, 2024

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(s) 088-F-7, 088-F-8, 088-F-9, & 088-F-10 located at 1311 Port Republic Road. Our client is seeking preliminary plat approval for the project at hand. The subject parcel was previously rezoned to R-8 and approved for special use by permit.

The below variances are requested in accordance with the basis set forth in Subdivision Ordinance Section 10-2-41(a) – Streets. Collectively, the referenced code sections below hinder road design on the subject site due to existing terrain & adhering to them prohibits efficient site design which in turn compromises the previously approved density.

By agent of our client, for the public street extensions of Skylark Lane & Decca Drive, proposed Public Street A & Public Street B, we request variance from:

Subdivision Ordinance Section 10-2-61(a) – Streets.

Defined as:

(a) The subdivider is required to make all such improvements to streets, including grading, subgrade, surface, and curbs and gutters, in accord with the requirements of the city's DCSM.

We are requesting to deviate from the DCSM requirements for local street design in favor of VDOT requirements for local street design (GS-8).

Subdivision Ordinance Section 10-2-66 – Compliance with City Standards.

Defined as: *All utility, street and alley improvements shall be provided in each new subdivision lying wholly or partly within the corporate limits of the city in accordance with standards and specifications of the city.*

We are requesting to deviate from the city standards required for public street improvements in favor of VDOT standards required for public street improvements.

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Weston Park

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By agent of our client, for the public street extensions of Skylark Lane & Decca Drive, proposed Public Street A & Public Street B, we request variance from:

DCSM Section 3.6.2.3 - Curves

Defined as: *"Vertical curves shall be required at all changes in grade except at street approaches to intersections with through streets. Grade design at intersections shall be in accordance with Drawing 3.6.2.3 "Intersection Landing Requirements". Unsymmetrical vertical curves are not allowed."*

We are requesting to deviate from DCSM section 3.6.2.3 which requires minimum K values at intersection landings. These minimum-K values exceed VDOT standards which require a 10' vertical curve beyond the intersection landing regardless of the K value associated with the sag or crest condition.

DCSM Section 3.6.2.4 - Curves

Defined as: *"Minimum length of crest and sag vertical curves shall be computed by multiplying the algebraic differences (A.D.) of the tangent grades by the appropriate K value. The absolute minimum length of vertical curve shall be 50 feet. K values for various applications are as follows: "*

	Sag Curve	Crest Curve	Crest curve at landing*
Local Street	20	20	20
Collector/Industrial	50	50	44
Minor Arterial	90	90	90
Major Arterial	90	90	90

We are requesting to deviate from DCSM section 3.6.2.4 which requires minimum vertical curve lengths of 50' and crest curve K values of 20'. These required values would be replaced with VDOT standard crest curve K values of 12 and no minimum curve length as the K value is the determining factor. The VDOT minimum K value of 26 for a vertical sag curve exceeds the standard 20' required by the DCSM and therefore does not need a variance.

By agent of our client, for the public street extensions of Skylark Lane & Decca Drive, proposed Public Street A & Public Street B, we request variance from:

DCSM Section (3.6.3) - Design Requirements for Designated Street Classifications

Defined as: *"Design speeds are used to determine the geometric design of streets accommodating safe operation of vehicles and considering sight distance considerations for all streets, access points, and commercial entrances."*

We are requesting to deviate from DCSM section 3.6.3 which requires local streets to be designed to a 30 mph design speed, 200' stopping sight distance, and a maximum 10% road grade. These standards hinder the VDOT GS-8 allowable standards of 20 mph design speed, 125' stopping sight distance, and 15% maximum road grades. The proposed streets & street extensions have been designed in an effort to follow existing topography to the greatest extent possible with much of this existing grade exceeding 10%.

November 01, 2024

Weston Park

Page 3 of 5

By agent of our client, for the public street extensions of Skylark Lane & Decca Drive, proposed Public Street A & Public Street B – as shown on sheet 5 of 5 on the preliminary plat, we request variance from:

DCSM Section 3.6.4.1

Defined as: *“Typical street sections are included in Appendix F for various street classifications and types.”*

We are requesting to deviate from DCSM section 3.6.4.1 which references typical street sections found in Appendix F of the DCSM. The required typical section for the local street exceeds the pavement widths associated with the typical street section for the VDOT GS-8 standard. Utilizing the VDOT standards as opposed to the DCSM standards provides for streets with a more neighborhood-like feel and helps to provide traffic calming (narrower streets).

DCSM Section 3.6.4.3

Defined as: *“Reduction in street width to 26 feet of pavement, exclusive of gutter, shall be allowed for Local Streets carrying less than 200 vehicles per day if requested by the applicant during review of the preliminary plat. Such reduction, however, must be accompanied by the restriction of on street parking to one side of the street only. Plans shall show required “No Parking This Side” signage where appropriate and in accordance with MUTCD and City Standards. The developer shall install such signage.”*

We are requesting to deviate from DCSM section 3.6.4.3. which references the reduction of pavement width to 26’ (30’ FC-FC) and allows parking on one side of the street only. We propose a further reduction of pavement width to 20’ (24’ FC-FC), which aligns with the VDOT GS-8 standard. This reduction in pavement width is proposed to serve as an additional traffic calming measure. We acknowledge that although the VDOT GS-8 standard allows for one-sided street parking, the city has enacted further restrictions that will not allow for any on street parking at less than 26’ width of pavement.

By agent of our client, for the public street extension of Skylark Lane we request variance from:

DCSM Section 3.10.1.3

Defined as: *"Maximum grade within a permanent or temporary cul-de-sac turnaround shall not exceed 5.00% in any direction."*

We are requesting to deviate from DCSM section 3.10.1.3 which requires temporary and permanent culdesac turnarounds to be designed at a maximum 5% road grade. This standard would require the flattening of a temporary culdesac turnaround being provided for emergency and public services use on the Northwest side of the site. Existing topography on this end of the site exceeds 10% and flattening of the culdesac to 5% would create an unnecessary amount of fill should the neighboring property ever extend the street. The extension of Skylark Lane has been designed to follow existing topography to the greatest extent possible in an effort to extend public street infrastructure nearest the adjoining property line prior to terminating grade without the need for offsite easements.

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."*

We are requesting this variance for the townhomes which are proposed to front along private streets and believe it should be granted based on the following:

The requirement of lots to front public streets would comprise the previously approved density due to the necessary requirements associated with public street design in addition to the City prohibiting vehicular traffic associated with Townhome driveways from backing out onto public streets.

Subdivision Ordinance Section 10-2-61(a) – Streets.

Defined as:

(b) The subdivider is required to make all such improvements to streets, including grading, subgrade, surface, and curbs and gutters, in accord with the requirements of the city's DCSM.

We are requesting to not construct Public Street C (opposite Westmoreland Drive) and believe that variance request for the above should be granted based on the following:

As part of the rezoning, a proffer was provide at staff request to provide the right of way for the future street, with the agreement that the developer would not have to build the street.

November 01, 2024

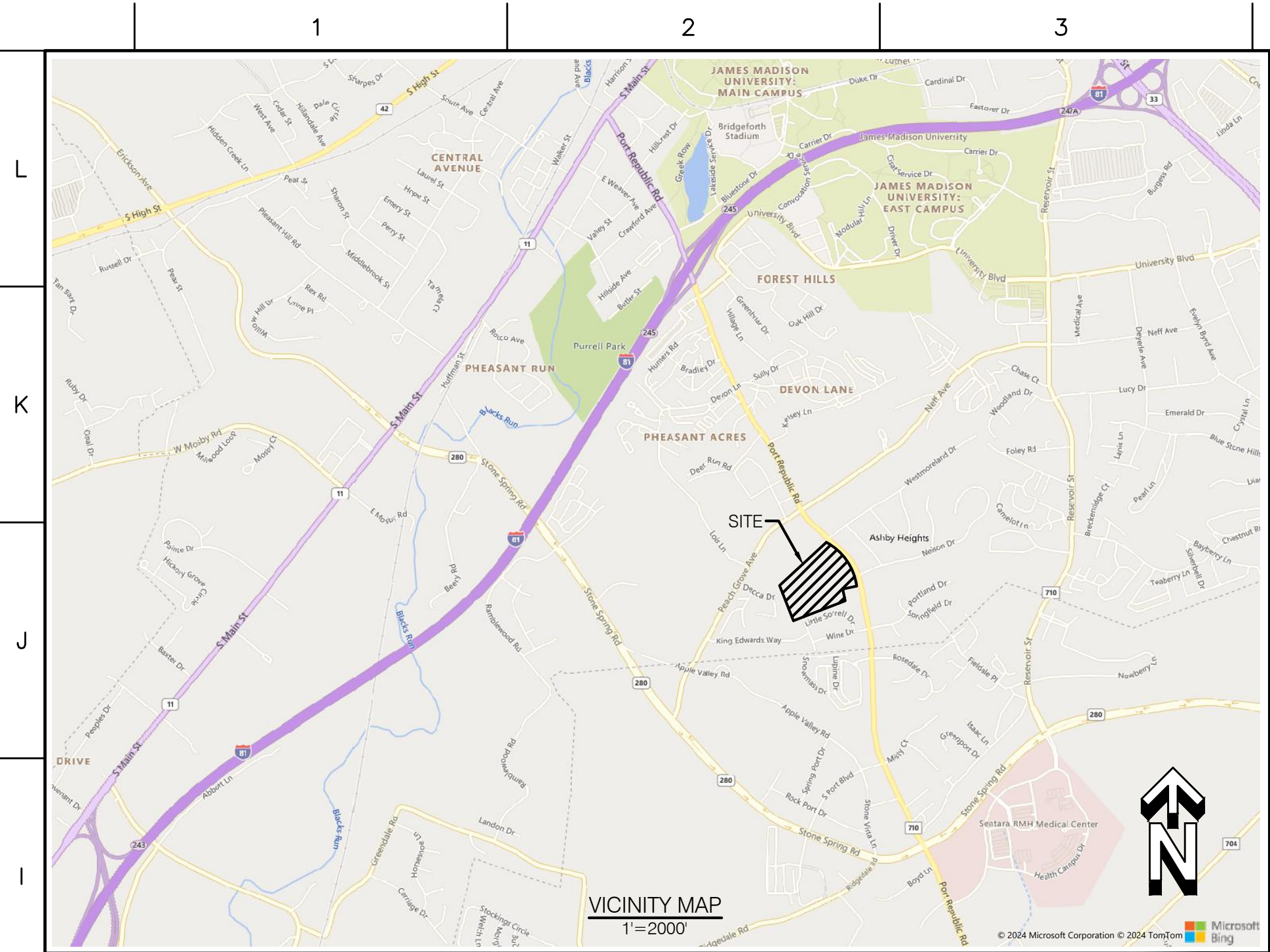
Weston Park

Page 5 of 5

Regards,
Valley Engineering, PC

A handwritten signature in blue ink, appearing to read "Kaleb R. Orndorff". The signature is stylized with a large initial "K" and a prominent "R".

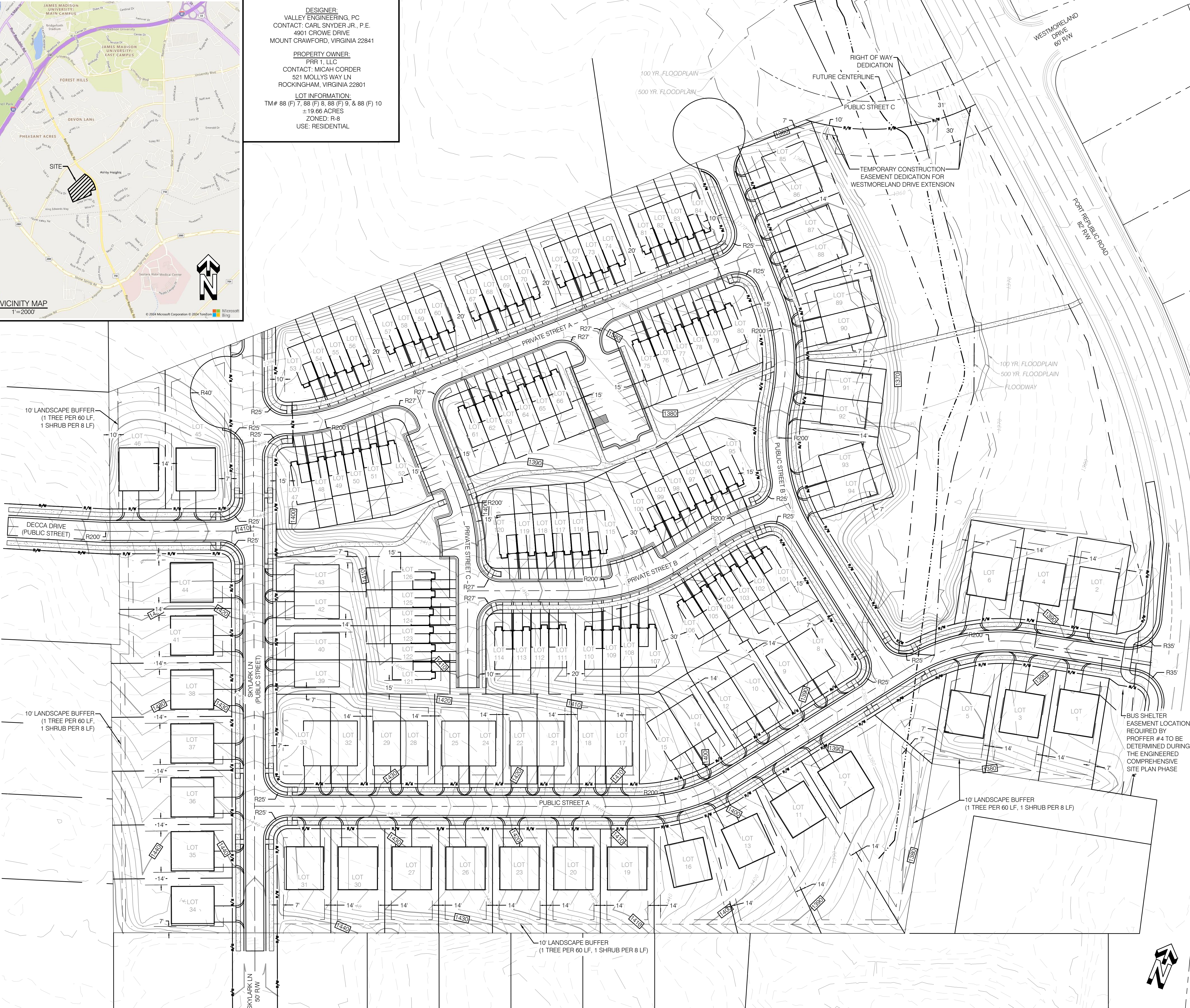
Kaleb R. Orndorff
Engineer II



DESIGNER:
VALLEY ENGINEERING, PC
CONTACT: CARL SNYDER JR., P.E.
4901 CROWE DRIVE
MOUNT CRAWFORD, VIRGINIA 22841

PROPERTY OWNER:
PRR 1, LLC
CONTACT: MICAH CORDER
521 MOLLYS WAY LN
ROCKINGHAM, VIRGINIA 22801

LOT INFORMATION:
TM# 88 (F) 7, 88 (F) 8, 88 (F) 9, & 88 (F) 10
± 19.66 ACRES
ZONED: R-8
USE: RESIDENTIAL



WESTON PARK

PORT REPUBLIC ROAD
CITY OF HARRISONBURG, VA

VALLEY ENGINEERING

4901 CROWE DRIVE
MOUNT CRAWFORD, VIRGINIA 22841
(540) 434-6365
www.valleyesp.com

REVISIONS:

11-01-2024	REV. 1: COH COMMENTS
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PRELIMINARY USE
NOT FOR CONSTRUCTION

DATE: 09/23/2024

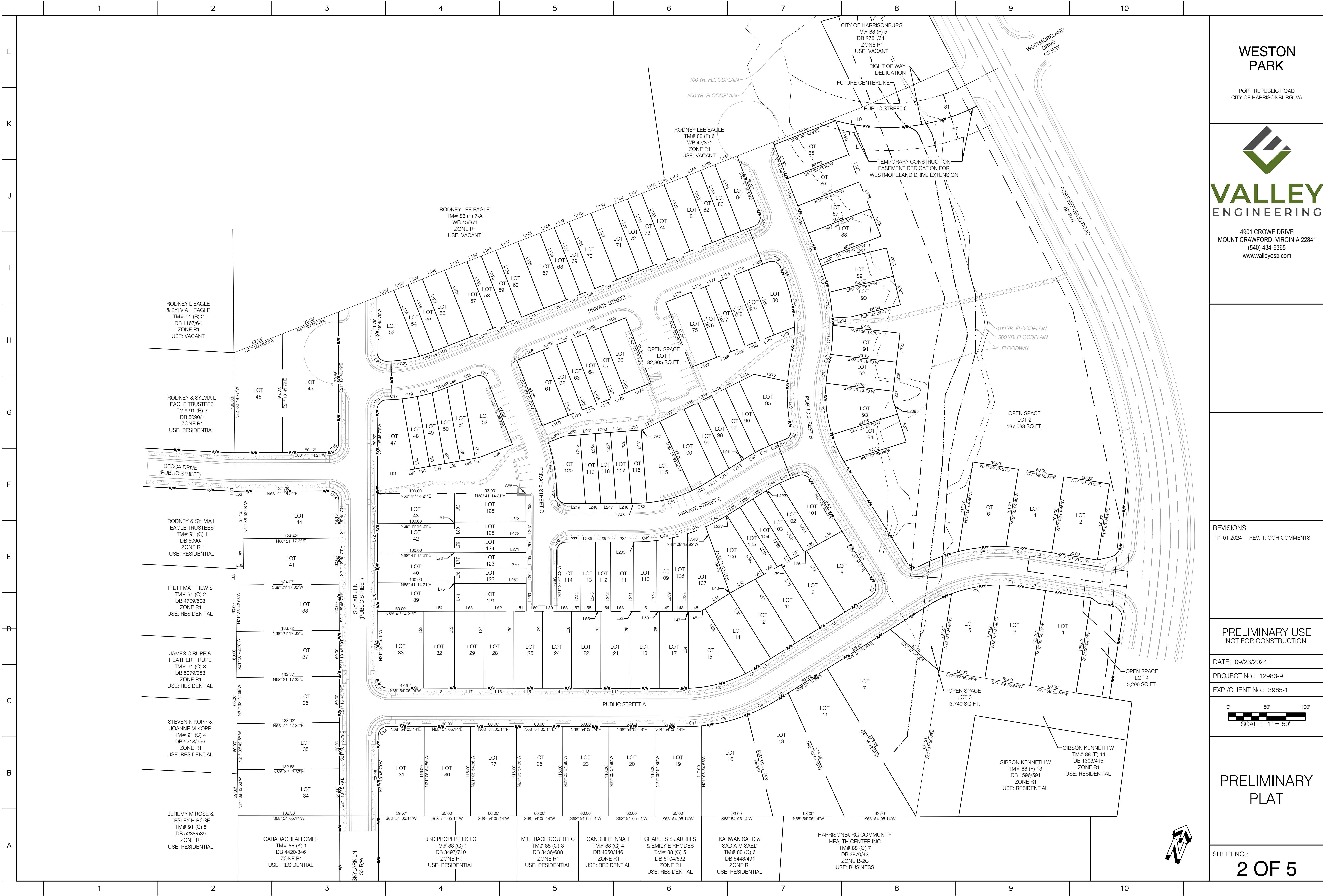
PROJECT No.: 12983-9

EXP./CLIENT No.: 3965-1

0' 50' 100'
SCALE: 1" = 50'

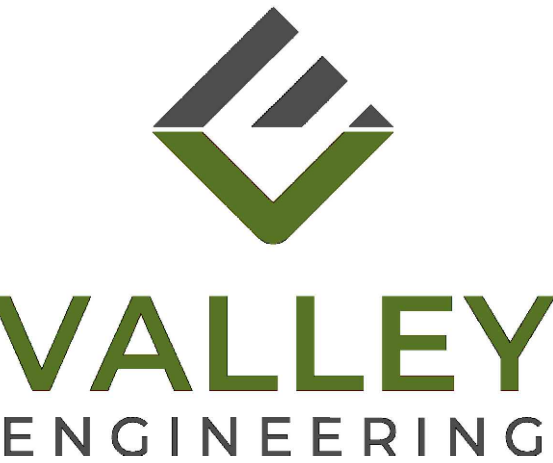
PRELIMINARY PLAT

SHEET NO.:
1 OF 5



WESTON PARK

PORT REPUBLIC ROAD
CITY OF HARRISONBURG, VA

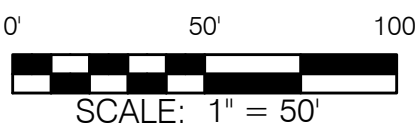


4901 CROWE DRIVE
MOUNT CRAWFORD, VIRGINIA 22841
(540) 434-6365
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REVISIONS:
11-01-2024 REV. 1: COH COMMENTS

PRELIMINARY USE
NOT FOR CONSTRUCTION

DATE: 09/23/2024
PROJECT No.: 12983-9
EXP./CLIENT No.: 3965-1



PRELIMINARY
PLAT

SHEET NO.:
2 OF 5

		1	2	3	4	5	6	7	8	9	10	
L												
K												
J												
I												
H												
G												
F												
E												
D												
C												
B												
A												

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N77° 59' 56"E	60.00
L2	N77° 59' 56"E	32.31
L3	S77° 59' 56"W	32.31
L4	S36° 51' 22"W	40.55
L5	S36° 51' 22"W	38.00
L6	S36° 51' 22"W	38.00
L7	S36° 51' 22"W	38.00
L8	N36° 51' 22"E	18.31
L9	S36° 51' 22"W	22.72
L10	S68° 54' 05"W	32.46
L11	S68° 54' 05"W	38.00
L12	S68° 54' 05"W	38.00
L13	S68° 54' 05"W	38.00
L14	S68° 54' 05"W	38.00
L15	S68° 54' 05"W	38.00
L16	S68° 54' 05"W	38.00
L17	S68° 54' 05"W	38.00
L18	S68° 54' 05"W	40.00
L19	N53° 08' 38"W	94.16
L20	N53° 08' 38"W	96.14
L21	N53° 08' 38"W	98.13
L22	N53° 08' 38"W	100.00
L23	N53° 08' 38"W	99.33
L24	N21° 05' 55"W	99.91
L25	N21° 05' 55"W	100.00
L26	N21° 05' 55"W	100.00
L27	N21° 05' 55"W	100.00
L28	N21° 05' 55"W	100.00
L29	N21° 05' 55"W	100.00
L30	N21° 05' 55"W	100.00
L31	N21° 05' 55"W	100.00
L32	N21° 05' 55"W	100.00
L33	N21° 05' 55"W	99.85
L34	N39° 50' 37"E	36.05
L35	N39° 50' 37"E	16.57
L36	N39° 50' 37"E	3.45
L37	N39° 50' 37"E	20.03
L38	N53° 08' 38"W	4.61
L39	N39° 50' 37"E	14.57
L40	N39° 50' 37"E	20.03
L41	N39° 50' 37"E	12.57
L42	N39° 40' 33"E	38.05
L43	N39° 40' 33"E	38.05
L44	N36° 51' 22"E	38.00
L45	N36° 51' 22"E	6.26
L46	N68° 54' 05"E	16.00
L47	N68° 54' 05"E	0.99
L48	N68° 54' 05"E	20.00
L49	N68° 54' 05"E	17.01
L50	N68° 54' 05"E	2.99
L51	N68° 54' 05"E	30.00
L52	N68° 54' 05"E	5.01
L53	N68° 54' 05"E	24.99
L54	N68° 54' 05"E	13.01
L55	N68° 54' 05"E	6.99
L56	N68° 54' 05"E	20.00
L57	N68° 54' 05"E	11.01
L58	N68° 54' 05"E	19.00
L59	N68° 54' 05"E	19.00
L60	N68° 54' 05"E	21.00

LINE TABLE		
LINE	BEARING	DISTANCE
L61	N68° 54' 05"E	17.00
L62	N68° 54' 05"E	38.00
L63	N68° 54' 05"E	38.00
L64	N68° 41' 14"E	40.00
L65	N21° 38' 43"W	21.29
L66	N71° 35' 35"E	10.02
L67	N21° 38' 53"W	39.27
L68	S71° 54' 38"W	10.02
L69	N21° 38' 43"W	0.32
L70	N21° 18' 46"W	38.00
L71	N21° 18' 46"W	38.00
L72	N21° 18' 46"W	38.00
L73	N21° 18' 46"W	38.00
L74	S21° 18' 46"E	35.91
L75	S21° 18' 46"E	2.09
L76	S21° 18' 46"E	17.91
L77	S21° 18' 46"E	20.00
L78	S21° 18' 46"E	0.09
L79	S21° 18' 46"E	19.91
L80	S21° 18' 46"E	18.09
L81	S21° 18' 46"E	1.91
L82	S21° 18' 46"E	37.09
L83	N47° 30' 21"E	1.37
L84	N47° 30' 21"E	20.39
L85	N47° 30' 21"E	19.89
L86	S31° 13' 14"E	92.75
L87	S31° 13' 14"E	92.34
L88	S31° 13' 14"E	93.71
L89	S31° 13' 14"E	96.89
L90	S31° 13' 14"E	100.87
L91	S69° 00' 00"W	40.72
L92	S58° 46' 46"W	7.83
L93	S58° 46' 46"W	20.00
L94	S58° 46' 46"W	20.00
L95	S58° 46' 46"W	20.00
L96	S58° 46' 46"W	20.00
L97	S58° 46' 46"W	4.95
L98	S47° 30' 21"W	46.75
L99	S47° 30' 21"W	2.98
L100	S47° 30' 21"W	20.00
L101	S47° 30' 21"W	31.00
L102	S47° 30' 21"W	31.00
L103	S47° 30' 21"W	20.00
L104	S47° 30' 21"W	20.00
L105	S47° 30' 21"W	31.00
L106	S47° 30' 21"W	31.00
L107	S47° 30' 21"W	20.00
L108	S47° 30' 21"W	20.00
L109	S47° 30' 21"W	31.00
L110	S47° 30' 21"W	31.00
L111	S47° 30' 21"W	20.00
L112	S47° 30' 21"W	20.00
L113	S47° 30' 21"W	31.00
L114	S47° 30' 21"W	31.00
L115	S47° 30' 21"W	20.00
L116	S47° 30' 21"W	20.00
L117	S47° 30' 21"W	19.00
L118	S42° 29' 16"E	92.16
L119	S42° 29' 16"E	92.99
L120	S42° 29' 16"E	92.99

LINE TABLE		
LINE	BEARING	DISTANCE
L121	S42° 29' 16"E	92.99
L122	S42° 29' 16"E	92.99
L123	S42° 29' 16"E	93.00
L124	S42° 29' 16"E	93.00
L125	S42° 29' 16"E	93.00
L126	S42° 29' 16"E	93.00
L127	S42° 29' 16"E	93.00
L128	S42° 29' 16"E	93.00
L129	S42° 29' 16"E	93.01
L130	S42° 29' 16"E	93.01
L131	S42° 29' 16"E	93.01
L132	S42° 29' 16"E	93.01
L133	S42° 29' 16"E	93.01
L134	S42° 29' 16"E	93.00
L135	S42° 29' 16"E	92.99
L136	S42° 29' 16"E	92.98
L137	N47° 30' 06"E	23.66
L138	N47° 30' 06"E	20.00
L139	N47° 30' 06"E	20.00
L140	N47° 30' 06"E	31.00
L141	N47° 30' 06"E	31.00
L142	N47° 30' 06"E	20.00
L143	N47° 30' 06"E	20.00
L144	N47° 30' 06"E	31.00
L145	N47° 30' 06"E	31.00
L146	N47° 30' 06"E	20.00
L147	N47° 30' 06"E	20.00
L148	N47° 30' 06"E	31.00
L149	N47° 30' 06"E	31.00
L150	N47° 30' 06"E	20.00
L151	N47° 30' 06"E	20.00
L152	N47° 30' 06"E	31.00
L153	N47° 30' 06"E	1.34
L154	N47° 32' 00"E	29.66
L155	N47° 32' 00"E	20.00
L156	N47° 32' 00"E	20.00
L157	N47° 32' 00"E	31.00
L158	N47° 30' 21"E	34.00
L159	N47° 30' 21"E	20.00
L160	N47° 30' 21"E	20.00
L161	N47° 30' 21"E	20.00
L162	N47° 30' 21"E	20.00
L163	N47° 30' 21"E	36.00
L164	S42° 29' 39"E	91.00
L165	N42° 29' 39"W	91.00
L166	S42° 29' 39"E	91.00
L167	S42° 29' 39"E	91.00
L168	S42° 29' 39"E	91.00
L169	S47° 30' 21"W	36.00
L170	S47° 30' 21"W	20.00
L171	S47° 30' 21"W	20.00
L172	S47° 30' 21"W	20.00
L173	S47° 30' 21"W	20.00
L174	S47° 30' 21"W	36.00
L175	N47° 30' 21"E	35.50
L176	N47° 30' 21"E	20.00
L177	N47° 30' 21"E	20.00
L178	N47° 30' 21"E	20.00
L179	N47° 30' 21"E	95.69
L180	N47° 30' 21"E	28.00

LINE TABLE		
LINE	BEARING	DISTANCE
L181	S42° 29' 39"E	91.00
L182	S42° 29' 39"E	91.00
L183	S42° 29' 39"E	91.00
L184	S42° 29' 39"E	91.00
L185	S42° 29' 39"E	91.00
L186	S42° 29' 16"E	16.33
L187	S47° 30' 21"W	35.50
L188	S47° 30' 21"W	20.00
L189	S47° 30' 21"W	20.00
L190	S47° 30' 21"W	20.00
L191	S47° 30' 21"W	20.00
L192	S47° 30' 21"W	28.39
L193	N42° 29' 16"W	38.00
L194	N42° 29' 16"W	38.00
L195	N42° 29' 16"W	38.00
L196	S42° 29' 16"E	47.20
L197	S42° 29' 16"E	38.00
L198	S42° 29' 16"E	38.00
L199	S42° 29' 16"E	38.00
L200	N47° 57' 17"E	21.89
L201	N55° 03' 29"E	66.00
L202	S34° 56' 31"E	38.00
L203	S34° 56' 31"E	38.00
L204	S65° 34' 19"W	24.18
L205	S14° 23' 41"E	38.00
L206	S14° 23' 41"E	38.00
L207	S14° 23' 41"E	8.72
L208	S38° 38' 00"E	21.93
L209	S38° 38' 00"E	38.00
L210	S48° 07' 06"W	10.57
L211	S36° 51' 22"W	7.53
L212	S36° 51' 22"W	20.15
L213	S36° 51' 22"W	20.15
L214	S36° 51' 22"W	14.69
L215	N80° 52' 48"E	44.63
L216	N42° 21' 32"E	21.50
L217	N42° 21' 32"E	20.01
L218	N42° 25' 29"E	20.01
L219	N42° 17' 34"E	20.01
L220	N42° 21' 32"E	20.04
L221	N42° 21' 32"E	35.23
L222	N48° 07' 06"E	10.36
L223	N36° 51' 22"E	2.01
L224	N36° 51' 22"E	20.00
L225	N36° 51' 22"E	20.00
L226	N36° 51' 22"E	20.00
L227	N36° 51' 22"E	0.51
L228	N53° 08' 38"W	93.77
L229	N53° 08' 38"W	93.66
L230	N53° 08' 38"W	88.00
L231	N53° 08' 38"W	91.57
L232	N53° 08' 38"W	90.53
L233	N68° 41' 14"E	2.03
L234	N68° 41' 14"E	30.00
L235	N68° 41' 14"E	20.00
L236	N68° 41' 14"E	20.00
L237	N68° 41' 14"E	18.20
L238	N21° 19' 14"W	101.11
L239	N21° 19' 14"W	95.69
L240	N21° 19' 14"W	92.19

LINE TABLE		
LINE	BEARING	DISTANCE
L241	N21° 19' 14"W	90.34
L242	N21° 19' 16"W	90.22
L243	N21° 19' 14"W	90.15
L244	N21° 19' 14"W	90.07
L245	S68° 41' 14"W	4.64
L246	S68° 41' 14"W	20.06
L247	S68° 41' 14"W	20.06
L248	S68° 41' 14"W	20.06
L249	S68° 41' 14"W	25.21
L250	N21° 18' 46"W	0.54
L251	N25° 44' 09"W	95.10
L252	N25° 44' 09"W	94.23
L253	N25° 44' 09"W	92.69
L254	N25° 44' 09"W	91.14
L255	N25° 44' 09"W	89.59
L256	N42° 21' 32"E	24.44
L257	N64° 15' 51"E	2.32
L258	N64° 15' 51"E	20.00
L259	N64° 15' 51"E	20.00
L260	N64° 15' 51"E	20.00
L261	N64° 15' 51"E	20.00
L262	N64° 15' 51"E	20.00
L263	N47° 30' 21"E	22.37
L264	S21° 18' 46"E	20.00
L265	S21° 18' 46"E	20.00
L266	S21° 18' 46"E	20.00
L267	S21° 18' 46"E	20.00
L268	S21° 18' 46"E	36.09
L269	S21° 18' 46"E	36.26
L269	N68° 41' 14"E	93.00
L270	N68° 41' 14"E	93.00
L271	N68° 41' 14"E	93.00
L272	N68° 41' 14"E	93.00
L273	N68° 41' 14"E	93.00

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	009° 06' 13"	175.00	27.81	27.78	N73° 26' 49.21"E
C2	007° 04' 07"	225.00	27.76	27.74	S74° 27' 51.92"W
C3	020° 58' 04"	175.00	64.04	63.69	S58° 24' 41.04"W
C4	015° 52' 08"	225.00	62.32	62.12	S62° 59' 44.54"W
C5	090° 00' 00"	12.00	18.85	16.97	S08° 08' 38.37"E
C6	010° 38' 43"	225.00	41.80	41.74	N42° 10' 43.02"E
C7	005° 00' 28"	175.00	15.30	15.29	S39° 21' 35.87"W
C8	025° 13' 26"	175.00	77.04	76.42	S54° 28' 33.34"W
C9	015° 45' 50"	225.00	61.90	61.71	N55° 22' 59.43"E
C10	001° 48' 49"	175.00	5.54	5.54	S67° 59' 40.85"W
C11	005° 38' 11"	225.00	22.13	22.12	N66° 04' 59.80"E
C12	090° 12' 51"	12.00	18.89	17.00	N23° 47' 39.67"E
C13	089° 47' 09"	12.00	18.80	16.94	N66° 12' 20.33"W
C14	090° 00' 00"	12.00	18.85	16.97	S66° 18' 45.79"E
C15	090° 00' 00"	12.00	18.85	16.97	S23° 41' 14.21"W
C16	091° 35' 20"	11.74	18.77	16.84	N23° 14' 21.34"E
C17	007° 45' 30"	153.00	20.72	20.70	N65° 09' 16.16"E
C18	005° 06' 24"	225.00	20.05	20.05	N54° 52' 07.43"E
C19	005° 05' 45"	225.00	20.01	20.00	N59° 58' 11.51"E
C20	004° 48' 34"	225.00	18.89	18.88	N49° 54' 38.46"E
C21	090° 00' 00"	12.00	18.85	16.97	S87° 29' 38.75"E
C22	087° 54' 54"	12.36	18.97	17.16	N66° 57' 55.83"E
C23	017° 41' 02"	141.67	43.72	43.55	S40° 14' 10.98"W
C24	005° 34' 57"	175.00	17.05	17.04	S50° 17' 49.70"W
C25	090° 00' 00"	2.00	3.14	2.83	N02° 30' 21.25"E
C26	090° 00' 23"	12.00	18.85	16.97	S87° 29' 27.41"E
C27	020° 59' 03"	175.00	64.09	63.73	S31° 59' 44.62"E
C28	089° 59' 37"	12.00	18.85	16.97	S02° 30' 37.27"W
C29	009° 00' 21"	225.00	35.37	35.33	N37° 32' 32.45"W
C30	008° 36' 41"	225.00	33.82	33.79	N28° 44' 01.52"W
C31	009° 41' 58"	225.00	38.09	38.04	N17° 09' 26.97"W
C32	003° 30' 34"	225.00	13.78	13.78	N10° 33' 10.74"W
C33	007° 56' 58"	175.00	24.28	24.26	N112° 46' 22.59"W
C34	022° 06' 29"	175.00	67.53	67.11	N27° 48' 06.08"W
C35	012° 32' 49"	175.00	38.32	38.25	N45° 07' 44.76"W
C36	083° 19' 01"	11.73	17.06	15.59	S07° 35' 43.72"W
C37	018° 04' 12"	196.54	61.99	61.73	S25° 01' 35.19"E
C38	002° 55' 57"	227.42	11.64	11.64	S46° 38' 10.42"W
C39	005° 12' 42"	220.00	20.01	20.00	S42° 36' 23.05"W
C40	003° 07' 06"	231.08	12.58	12.57	S38° 27' 26.23"W
C41	006° 46' 56"	174.91	20.70	20.69	S40° 14' 42.96"W
C42	078° 44' 16"	12.00	16.49	15.22	N87° 29' 13.60"E
C43	005° 31' 30"	169.79	16.37	16.37	N45° 26' 16.75"E
C44	005° 44' 14"	180.01	18.03	18.02	N39° 48' 24.78"E
C45	007° 47' 28"	227.71	30.96	30.94	N40° 47' 54.77"E
C46	006° 02' 43"	236.86	24.99	24.98	N47° 55' 23.80"E
C47	005° 24' 06"	219.64	20.71	20.70	N53° 44' 30.97"E
C48	005° 17' 24"	219.85	20.30	20.29	N58° 57' 46.16"E
C49	007° 18' 11"	219.99	28.04	28.02	N65° 07' 02.14"E
C50	090° 00' 00"	12.02	18.87	16.99	N23° 36' 46.08"E
C51	020° 01' 48"	174.88	61.14	60.83	S53° 38' 33.87"W
C52	005° 01' 09"	175.59	15.38	15.38	S66° 10' 08.83"W
C53	090° 00' 00"	12.00	18.85	16.97	N66° 18' 45.79"W
C54	017° 46' 31"	220.00	68.25	67.98	N30° 12' 01.32"W
C55	000° 19' 04"	180.00	1.00	1.00	S21° 28' 17.96"E




LEGEND

- 10' PUBLIC GENERAL UTILITY EASEMENT
- 5' PUBLIC ACCESS EASEMENT
- GENERAL ACCESS EASEMENT
- PROPOSED SWM

WESTON PARK

PORT REPUBLIC ROAD
CITY OF HARRISONBURG, VA



VALLEY
ENGINEERING

4901 CROWE DRIVE
MOUNT CRAWFORD, VIRGINIA 22841
(540) 434-6365
www.valleyesp.com

REVISIONS:

11-01-2024	REV. 1: COH COMMENTS
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PRELIMINARY USE
NOT FOR CONSTRUCTION

DATE: 09/23/2024

PROJECT No.: 12983-9

EXP./CLIENT No.: 3965-1

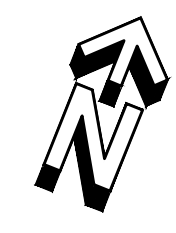
0' 60' 120'

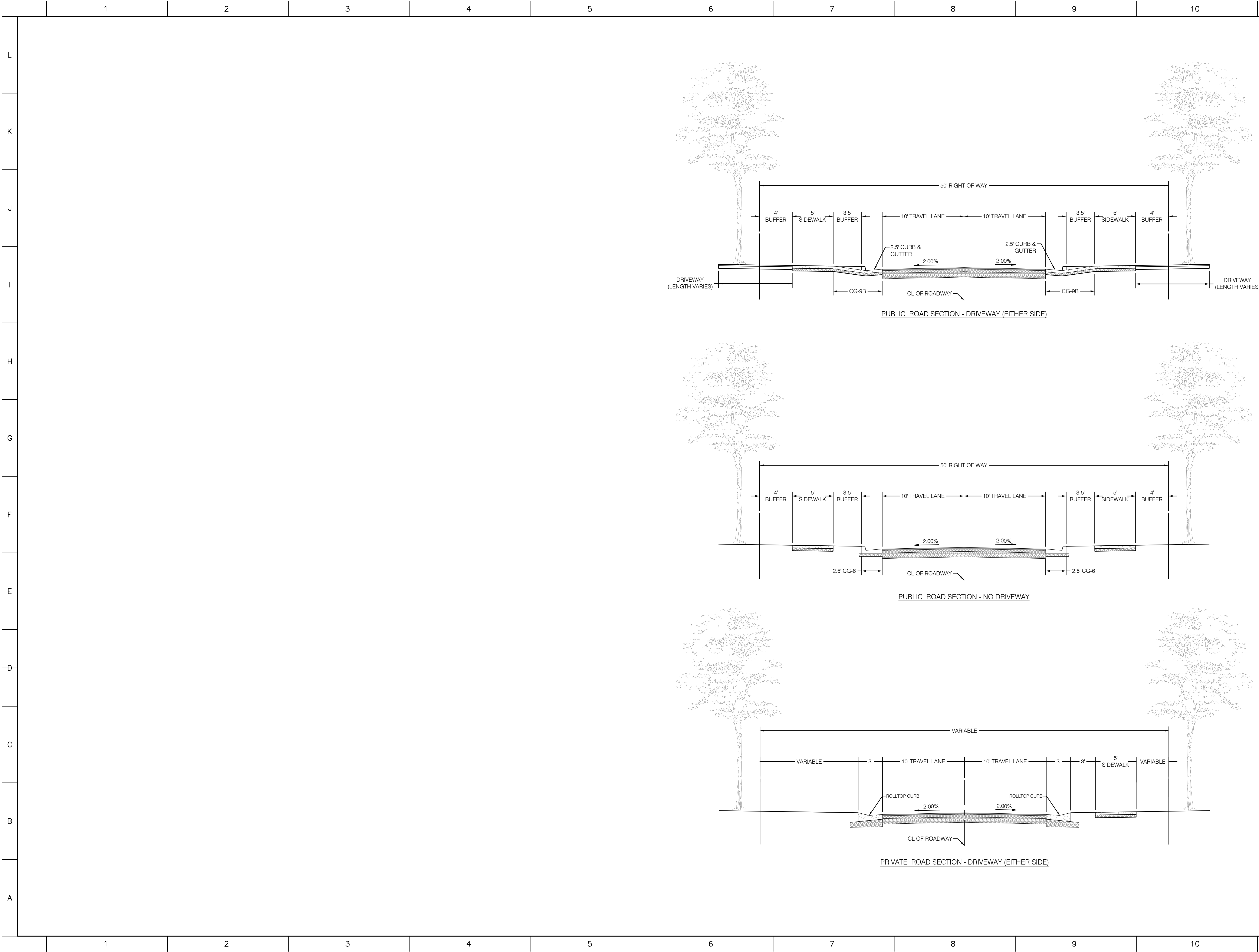
SCALE: 1" = 60'

EASEMENT PLAN

SHEET NO.:

4 OF 5





WESTON
PARK

PORT REPUBLIC ROAD
CITY OF HARRISONBURG, VA



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REVISIONS:
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ROAD
SECTIONS

SHEET NO.:

5 OF 5

Tax Map Nos.: 088-F-7, 088-F-8, 088-F-9 and 088-F-10

DECLARATION OF PROTECTIVE COVENANTS WESTON PARK

THIS DECLARATION is made this ____ day of _____, 2024, by **PRR 1, LLC**, a Virginia limited liability company ("Declarant"), as grantor, _____, Trustee (index as grantor), and _____ ("Beneficiary"), also index as grantor.

P R E A M B L E:

A. Declarant is the owner four (4) parcels of land containing an aggregate 19.66 acres, more or less, situate in the City of Harrisonburg, Virginia, which has been subdivided and dedicated as Weston Park by an Owner's Consent and Dedication which is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia (the "Clerk's Office"), prior to this Declaration (the "Owner's Consent and Plat").

B. Declarant conveyed a parcel of land containing _____ acres to _____, Trustee, by deed of trust dated _____, which is recorded in the Clerk's Office in Deed Book _____, page _____, securing a loan from _____.

NOW THEREFORE, Declarant declares that all of the Property shall be held, transferred, sold, conveyed and occupied subject to the following limitations, restrictions and uses which shall run with the real estate and shall be binding on and inure to the benefit of all present and future Owners thereof. This declaration, however, shall not apply to any other "phases" or "sections" of or any other land owned by Declarant, except for such land as may be added under § 8.5.

ARTICLE 1

Definitions

§1.1 **"Association"** shall mean and refer to Weston Park Homeowners Association, and its successors and assigns.

§1.2 **"Common Areas"** shall mean and refer to all portions of the Property and all interest therein, including easements and improvements therein, owned or leased by the Association for the use and enjoyment of the Owners.

§1.3 **"Declarant"** shall mean Weston Park and its successors and assigns, but shall not include the purchaser of any Lot.

§1.4 **"Lot"** shall mean and refer to the individually numbered plots of land shown upon the recorded subdivision plat of the Property.

§1.5 **"Owner"** shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, whether acquired by purchase, gift, foreclosure or otherwise, but excluding those persons or entities having such interest merely as a security for the performance of an obligation. The address of an Owner (or Owners in case a Lot is owned by more than one person) for the purpose of notices required herein shall be the address as indicated on the tax records for the current year maintained by Rockingham County, Virginia, unless an Owner notifies the Association of a different address.

§1.6 **"Property"** shall mean and refer to i) the property containing an aggregate 19.66 acres, more or less, shown and described on the Owner's Consent and Plat, and being all of the real estate dedicated to **Weston Park**, and ii) subsequent sections added to this Declaration pursuant to §8.5 hereof.

ARTICLE 2

Association

§2.1 Every Owner shall be a member of the Association. The membership shall be appurtenant with and may not be separated from ownership of any Lot.

§2.2 The Association shall have two (2) classes of members:

Class A. Class A members shall include all Owners except the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When a Lot is owned by more than one person or entity, the one (1) vote for such Lot may be cast by any Owner thereof unless an objection or protest by another co-owner is made prior to the completion of a vote. Upon

such objection or protest, the one (1) vote shall be cast according to the majority vote (based on each Owner's percentage ownership interest) of the Owners of such Lot, 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 it owns.

§2.3 The Association may be an unincorporated association or a non-stock corporation organized under the laws of the Commonwealth of Virginia. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its organizational documents, as such may be amended from time to time, provided no such organizational documents shall be amended for any reason or otherwise changed or interpreted so as to be inconsistent with this declaration.

§2.4 The Association shall be governed by a board of directors consisting of at least three (3) members elected by plurality vote of the members.

§2.5 By way of example, and without limiting the generality thereof, the Association shall have the power and obligation to perform the following duties:

(a) *Real and Personal Property.* To acquire, own, hold, improve, maintain, manage (including engagement of a management agent to do so), lease, pledge, convey, transfer, mortgage, create a lien on or dedicate real or personal property for the benefit of the Association; and

(b) *Rule Making.* To establish rules and regulations for the use of the Common Areas; and

(c) *Assessments.* To fix, levy and collect assessments as provided in Article 4; and

(d) *Easements.* To grant and convey easements over and across the Common Areas as may become necessary.

ARTICLE 3

Architectural Control

§ 3.1 Except for the original dwellings constructed by Declarant, no building, fence, or other improvements shall be erected or placed on any Lot and no exterior addition, change or alteration to any improvements on any Lot shall be made until the plans and specifications showing the nature, color, kind, shape, height and materials and a plat showing the location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee ("ACC"). The ACC shall be composed of three members. The three members shall be appointed by the Declarant until the date on which the last Lot in the Property is sold by the Declarant.

After such time, the Association shall appoint the three members. The members appointed shall hold office until removed by the entity then entitled to appoint members or their successors are elected.

§ 3.2 The ACC shall have full and complete discretion to approve or disapprove proposed buildings, fences, and other improvements and alterations on the Lots except for original dwellings constructed by Declarant, and in the exercise of its discretion, the committee shall not be bound to approve any proposed buildings and improvements solely because they comply with the other restrictions and covenants or are equal in cost or value to buildings and improvements on other Lots. In the event the ACC fails to approve or disapprove the plans and specifications within forty-five (45) days after submission, the plans and specifications shall be deemed to be approved, but the failure of the ACC to act shall not be construed to waive any violation of these covenants.

§ 3.3 The ACC may base its approval or rejection of plans or specifications upon any grounds, including purely aesthetic considerations, which in the sole discretion of the committee shall seem sufficient. Representatives of the ACC shall have the right to inspect the building during construction to ensure that it complies with the approved plans and specifications. Where discrepancies exist, the ACC may require corrective work, or, where warranted in its opinion, it may issue a notice to cease construction until compliance is assured to its satisfaction. Failure to heed such a notice from the ACC shall operate as a default under this covenant and shall give the

ACC, in addition to any rights under general law, all of the rights and powers set out in this declaration.

§ 3.4 The exterior of any dwelling or building constructed on any Lot shall be completed within nine (9) months after the commencement of construction.

§ 3.5 Except as later provided in this paragraph, the ACC shall have the power to approve any proposed buildings or improvements on any of the Lots even though the buildings or improvements do not meet the requirements of this instrument, if, in the discretion of the committee, such deviations are not harmful to the value of the adjoining property. The ACC shall be under no duty to exercise this power, however. The ACC shall have no power to permit a deviation from § 6.1 of this instrument.

§ 3.6 The plans and specifications of any improvements shall be deemed approved under § 3.1 if the ACC has not notified the Owner of a violation of this Article within six (6) months after issuance of an occupancy permit or final inspection in case of improvements to an existing structure.

ARTICLE 4

Covenant for Maintenance Assessment

§4.1 Each Owner (except for the Declarant as provided in § 4.2 below) by acceptance of any Lot, whether or not it shall be so expressed in any document conveying title to the Lot, shall be deemed to covenant and agree to pay to the Association:

- a. Regular assessments or charges;
- b. Special assessments for capital improvements;

which may be fixed, established and collected from time to time. Each type of assessment shall be a uniform rate. The regular and special assessments, together with such interest thereon as determined by the Association and costs of collection thereof, including attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot until payment. Each such assessment, together with such interest thereon and costs of collection thereof, also shall be the personal obligation of the Owner (jointly and severally in the case of multiple Owners) of each Lot at the time when the assessment fell due and shall not pass as a personal obligation to his successors in title unless expressly assumed by such successor.

§4.2 No assessment shall be due or payable for any Lot owned by the Declarant which is held for sale. This exemption shall not apply to any Lot which has been initially sold by Declarant and subsequently reacquired.

§4.3 The regular and special assessments levied by the Association shall be used exclusively for a) the purpose of promoting the permitted uses of the Property in a safe and orderly manner; b) the improvement, management, care and maintenance of services and facilities related to the use and enjoyment of the Common Areas; c) the improvement, management, care and maintenance of stormwater facilities; and d) exterior maintenance of any building or Lot as provided in § 4.6 and § 7.3.

§4.4 Until the first day of the fiscal year following commencement of assessments, the maximum regular assessment shall be \$75.00 per month. The levy of a regular assessment less than the maximum in any month shall not affect the Association's right to levy a regular assessment equal to the maximum assessment in subsequent months.

Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Association may increase the maximum assessment each year, without Member approval, by a factor up to the greater of i) ten percent (10%) of the maximum regular assessment for the previous fiscal year or ii) the rate of increase of the Consumer Price Index for the preceding 12-month period.

From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum regular assessment may be increased above the amount which can be set by the Association with the affirmative vote of at least sixty-seven percent (67%) of the members who are present and voting, in person or by proxy, at a meeting at which a quorum of members is present.

§4.5 In the event that any maintenance or repair is caused by the willful or negligent act of any Lot Owner or the employees, agents, guests or invitees of any Lot Owner, the cost of such maintenance and repair shall be paid for by such Lot Owner. Every Owner shall maintain his or her Lot and the buildings thereon in a neat and structurally sound condition. The exterior of all buildings shall be routinely painted. If any building is totally or partially damaged by fire, wind or other hazard, the Owner shall within a period of nine months after the damage a) repair the damage or b) tear the building down and remove the debris from the Lot.

§4.6 If any Owner fails to make any required repairs or maintenance after notice from the Association, the Association may make such repairs on behalf of the Owner, and the cost thereof shall be deemed a special assessment as to such Lot. Each Owner authorizes the Association and its agents to enter the Lot at reasonable hours to perform any required repair or maintenance on behalf of the Owner.

§4.7 The assessments may be collected for any time period the Association desires, including but not limited to monthly, quarter-annually or annually.

§4.8 The Association shall furnish to any Owner, upon request, a certificate in writing signed by an officer of the Association, setting forth whether the assessment for his Lot has been paid, and if not, the amount of the unpaid assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

§4.9 The provisions of the Property Owner's Association Act (§55.1-1800, *et seq.* of the Code of Virginia, 1950) shall apply to the extent not inconsistent herewith.

§4.10 The regular assessments shall commence when the first Lot is sold by the Declarant. The first assessment on any Lot shall be collected at the time of conveyance of the Lot and shall be prorated based on the number of days remaining in the month or fiscal year as appropriate.

§4.11 Upon the sale of each Lot by the Declarant, an initial capital contribution in the amount of \$1000.00 will be collected from the purchaser at the time of the conveyance of the Lot.

ARTICLE 5

Common Areas

§5.1 The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control for the benefit of the Owners of the Common Areas conveyed to it.

The Association will maintain any and all common area amenities, including trees and landscaping, at the end of the developer control period when the developer shall transfer such maintenance responsibilities to the Association.

§5.2 Easement of Enjoyment.

Subject to the provisions herein, every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, and every member shall have a right of enjoyment to the Common Areas.

A member's spouse, parents and children who reside with such member shall have the same easement of enjoyment hereunder as a member.

§5.3 Extent of Members' Easement. The members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable admission and other fees for the use of the Common Areas.

(b) The right of the Association to suspend the right of a member to use the Common Areas other than private streets for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of the Association to suspend the right of a member to use the Common Areas for a period not to exceed sixty (60) days for any other infraction.

(c) The right of the Association to mortgage any or all of the Common Areas with the prior assent of at least sixty-seven percent (67%) of the Class A members.

(d) The right of the Association to convey, or transfer, all or any part of the Common Areas, other than the private streets subject to the prior assent of at least sixty-seven percent (67%) of the Class A members.

(e) The right of the Association to license portions of the Common Areas to members on a uniform, preferential basis;

(f) The right of the Association to regulate the use of the Common Areas for the benefit of members;

(g) The right of the Association to establish rules and regulations for the use of the Common Areas, including use of any recreational facilities by members and nonmembers.

(h) No Owner or member shall obstruct any common driveway, parking area or sidewalks, and no act shall be done which would affect the free and continuous use and enjoyment thereof by the other Owners.

§5.4 Delegation of Use. Any member may delegate to the members of his family and to his guests his right of enjoyment to the Common Areas and facilities subject to such general regulations as may be established from time to time by the Association.

§5.5 Title to Common Areas. The Declarant hereby covenants that areas designated as open space, or Common Areas which the Declarant conveys to the Association as Common Areas shall be free and clear of all liens and financial encumbrances at the time of conveyance.

In the event a lien or encumbrance shall attach to all or a portion of the Common Areas, one or more of the lien holders and/or mortgagees shall have the right to discharge said lien or encumbrance after reasonable notice to the Association and to seek reimbursement for amounts paid to discharge the lien or encumbrance.

ARTICLE 6

General Use Restrictions

§6.1 (a) No Lot shall be used except for residential purposes. Residential purposes shall specifically exclude, and no Lot shall be used for, the following: bed-and breakfast, AIRBNB, VRBO and other short-term rentals which provide a room or space that is suitable or intended for occupancy for dwelling, sleeping or lodging purposes, for a period of fewer than 120 consecutive days, in exchange for a charge for the occupancy. Lots may be rented only in their entirety; no fraction or portion may be rented, except that one bedroom per Lot may be rented to no more than two tenants during such tenancy. All leases shall be in writing and shall be for an initial term of no less than 120 days, except with the prior written consent of the Association. Notice of any lease, together with such additional information as may be required by the Association, shall be given to the Association by the Owner within ten days of execution of the lease. The Owner must make available to the lessee current copies of the Declaration, Bylaws, and the rules and regulations available from the Association for a reasonable fee. The Association may adopt reasonable rules regulating leasing and subleasing. Rooms for rent are limited to one tenant per property.

(b) The provisions of Section 6.1(a) above are intended to constitute a prohibition against rental of the Lots for periods of less than 120 consecutive days, as well as leases for 120 or more consecutive days which contemplate actual tenant occupancy of less than 120 days and are structured as if intended for a longer term with or without early termination rights for the purpose of avoiding application of the prohibition in Section 6.1(a) above.

§6.2 No dwelling exceeding three stories in height above ground including the garage level.

§6.3 The maximum square footage for all decks on a townhome lot is 480 square feet. Decks on single family and duplex lots are restricted to the rear yards only.

§6.4 All roofing material must have an expected life of at least 25 years.

§6.5 Outside storage units shall not be permitted (including, but not limited to, sheds, buildings and other freestanding structures).

§6.6 No Lot shall ever be used for any business, commercial, manufacturing, mercantile, storage, vending, sales or other non-residential purpose; provided, however, that any Owner may maintain an office or home business in the dwelling on such Owner's Lot if: (i) such office or home business is operated by the Owner or a member of the Owner's household residing on the Lot; (ii) there are no displays or signs indicating that the Lot is being used other than a residence except with the prior written approval of the Association's Board of Directors (the "Board"); (iii) such office or business does not generate significant traffic or parking usage (as determined by the Board) by clients, customers or other persons related to the business; (iv) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the property outside of an approved enclosure, except with the prior written approval of the Board; (v) such Owner has obtained any required approvals for such use from the appropriate local governmental agency; (vi) the activity is consistent with the residential nature of the property and complies with the local ordinances; (vii) the dwelling is used primarily as a residence; and (viii) the Owner has obtained prior written approval of the Board. As a condition to such use, the Board may require the Owner to pay any increase in the rate of the insurance, trash removal, utilities or other costs for the Association or other owners that may result from such use. Garage sales, yard sales and similar activities shall be conducted only in accordance with the Rules and Regulations adopted by the Board.

§6.7 Any antennae or satellite receiving devices on any Lot must be installed in the rear of the Lot and must be removed prior to the sale of the Lot.

§6.8 There shall be no fencing or hedges in the front of any of the townhouse units, and all fencing to the rear of the townhouse units shall be attached to the individual unit and must be at least 5 feet from the rear and side property lines. Except as otherwise approved by the ACC, all fences must match the privacy panels between each home, and must be 6 feet tall white vinyl fencing. Such fence or privacy screening shall contain a gate at the rear to enable access. No fence or privacy screening shall be constructed until the ACC has approved the same.

§6.9 Trampolines, basketball hoops, inflatable play structures, and swimming pools (which shall not include hot tubs, jacuzzies and portable pools) are strictly prohibited.

§6.10 If a Lot has a driveway, it shall have an all-weather surface driveway within six months after issuance of the certificate of occupancy for the dwelling erected on such Lot.

§6.11 No sign of any kind shall be displayed to the public view on any Lot except i) one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction, ii) one sign not exceeding one-half square foot displaying the name of the Owner or occupant of the property shall be permitted on any Lot and iii) one political sign, not exceeding 3 square feet in surface area, with the name of a candidate for public office or pertaining to a referendum or other initiative to be voted on by the voters of the City of Harrisonburg, is permitted within the 60-day period prior to an election in which the City of Harrisonburg voters are permitted to vote. This covenant shall not prohibit the erection of an appropriate sign at the entrance(s) to the development, which sign shall comply with all City of Harrisonburg ordinances and regulations.

§6.12 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. In any event, there is a limit of two (2) dogs per Lot and two (2) cats per Lot.

§6.13 Whenever animals are permitted outside a building or other enclosed area approved by the ACC for the maintenance and confinement of animals, they must be secured by a leash or lead. All permitted animals must be confined to an approved area by the ACC in the rear of the Lot. No animals are allowed to be kept on a chain/run nor are such animals allowed to be kept outside on a permanent basis. All animals must be basically inside house pets and maintained as such.

§6.14 All Lots shall be kept at all times in a sanitary, healthful, attractive and safe condition, and the Owner and occupants of all Lots shall keep all weeds, grass, and dead trees thereon cut. Notwithstanding the foregoing, however, the Association shall mow all grassy areas on any lot, which are not behind an owner's fencing. All dwellings, decks, fences, etc. must be well maintained in an attractive condition.

§6.15 None of the Lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary enclosed containers. All containers shall be appropriately screened from view and kept out of public view, except during days for trash collection.

§6.16 No motor vehicle shall be kept on any lot or parking area unless it bears a valid state license plate and current inspection sticker. ~~with a limitation of two (2) vehicles per household unless otherwise approved by the Association.~~ The Association reserves the right to limit the number of vehicles per lot parked on Common Parking Areas.

§6.17 No motor vehicle may be parked on any Common Area for more than 7 consecutive days, nor may any motor vehicle be parked on any Common Area for more than 7 days in the aggregate in any 1-month period.

§6.18 No trailer, basement, tent, shack, barn, or other outbuilding erected on any Lot shall be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

§6.19 No trailer, bus, camper, motor home, truck larger than three-quarter ton, commercial equipment, commercial vehicle (including, but not limited to, any tractor trailer, or combination of tractor and trailer), or disabled or unlicensed vehicle, or any portion thereof may be parked or stored within **Weston Park** except for commercial equipment and vehicles temporarily located therein for the purpose of performing necessary construction or repairs. No stripped down or junk vehicles (licensed or unlicensed) or any sizable parts thereof shall be permitted to be parked on any street or Lot.

§6.20 No more than two unrelated persons may occupy any dwelling on any Lot. As used herein, "unrelated persons" shall mean persons who do not have a familial relationship. As used herein, "familial relationship" shall mean i) persons related by either blood, marriage or adoption or ii) persons deemed to have a familial status as defined in the Fair Housing Act. Under no circumstances shall more than three persons per bedroom occupy any dwelling on any Lot without prior written approval of the Association.

§6.21 No noxious or offensive use or activity shall be carried on upon any Lot, nor shall any practice be engaged in by the Owners of the Lots, their tenants, agents, guests, or assigns, that shall become an annoyance or nuisance to the neighborhood including, but not limited to, excessive dog barking and loud music.

§6.22 No improvement which has been partially or totally destroyed by fire or other casualty shall remain in such condition for more than three months from the date of such destruction.

§6.23 The drying of clothes and/or any laundry whatsoever in public view is prohibited, which includes, but is not limited to, drying of any laundry on any porch railings or fences that are visible to the public. Furthermore, all clotheslines must be retractable and may only be in its extended form during daylight hours and while in use, otherwise the clothesline must remain fully retracted.

§6.24 No skateboard or rollerblade ramps or structures of any kind shall be constructed, placed, or used on any Lot, street or parking area.

§6.25 No exterior watch light shall be erected on any Lot without the prior approval by the ACC. For the purposes of this section, a watch light is an exterior light of a type typically mounted on a telephone pole, utility pole, or street light pole, or any other light which the ACC determines casts an unacceptable level of light on neighboring Lots.

§6.26 No dirt bikes, ATVs, three or four wheelers or other non-licensed vehicles shall be operated on any Lot, Common Areas, street or driveway.

§6.27 No incinerator or other device for the burning of trash shall be permitted on any Lot, Common Areas, street or driveway within Weston Park.

§6.28 No propane, oil or other storage tank or cylinder shall be permitted on any Lot, Common Areas, street or driveway within Weston Park unless i) it is buried or enclosed within the residential dwelling, ii) it is a propane tank used for an outdoor grill and such tank does not exceed 20 pounds (“Grill Propane Tank”), or iii) it is a gas fire pit. Gas fire pit on a townhome lot shall not exceed 3 feet in diameter (“Gas Fire Pit”). Only one Grill Propane Tank and one Gas Fire Pit, which are not enclosed within the residential dwelling or buried, shall be permitted on any Lot, Common Area, street or driveway. Burning wood, charcoal, trash, etc. is strictly prohibited.

§6.29 No Lot or any portion of any Lot shall be used as an access way or right-of-way for ingress or egress to any Lot, piece or parcel of land in the Property, or any other Lot, piece or parcel of land, without the prior written consent of the ACC. No lawn ornaments, wood structures or similar items shall be constructed, placed or used in any front yards and must be approved by the ACC for use in the back yards.

§6.30 All children’s toys, lawn maintenance equipment, motor bikes, mopeds, scooters, barbecue grills, trash receptacles, rubbish and other unsightly objects and equipment shall be stored inside or in the rear yard overnight. Storage of such items in the front or side yards is expressly prohibited. “Children’s toys” includes without limitation bicycles, tricycles, wagons, sandboxes, baby carriages, sliding boards, basketball goals, sleds and snow related toys, and sports related equipment.

§6.31 Solar energy collection devices ~~are strictly prohibited~~ must be approved by the ACC and must be in compliance with all applicable state and local regulations. Installation must

be done by a licensed professional and must not create any safety hazards or unreasonable aesthetic concerns.

§6.32 Flags are not permitted except if such flags are i) hung attached to the home on the Lot on a 5 foot or smaller pole, and ii) are protected by federal or state laws. Free-standing flag poles are prohibited.

ARTICLE 7

Townhome Lots

In addition to the other covenants, conditions and restrictions provided in the other Articles herein, each Lot on which a dwelling is erected which has a common wall with a dwelling on the adjacent Lot (herein called "townhome Lot") shall be held, sold and conveyed subject to the following:

Easements

§7.1 Easements are reserved and created across and under each townhome Lot (except as to that portion covered by buildings) for the installation, maintenance and repair of normal utilities and drainage facilities.

§7.2 Each townhome Lot shall be subject to an easement for encroachments (and repairs thereto) created by normal overhangs of structures. In the event that a dwelling on one or more townhome Lots should be partially or totally destroyed, and then rebuilt, the Owner of the townhome Lot affected agrees that minor encroachments on parts of the adjacent dwelling due to construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist. Every portion of a building contributing to the support of an abutting building shall be burdened with an easement of support for the benefit of such abutting building.

§7.3 The Association shall provide i) cutting and maintenance of grass for all Common Areas, ii) normal shrubbery maintenance and general landscaping for all Common Areas, iii) cutting and maintenance of grass for accessible and unfenced areas of the Lots, iv) annual trimming of trees and shrubs (which are under 15 feet) for accessible and unfenced areas of the Lots (which will include one application of mulch to planting beds in front of the Lots annually) v) snow removal (after a reasonable accumulation as determined by the Association) from the private streets and roads within the subdivision, the walking path, and sidewalks within the Common Areas, vi) electricity for all street lights. Notwithstanding the foregoing, the

Association will not be responsible for snow removal within 4 feet of any vehicle. Each Owner of a townhome Lot shall be deemed to have granted to the Association and its agents an easement of access to such townhome Lot for such purposes. Except as otherwise provided herein, each Owner shall maintain, repair and replace all portions of his Lot, including but not limited to, lawn maintenance and grass cutting of any inaccessible or fenced areas, snow removal from individual driveways and sidewalks (including sidewalks that run perpendicular to the house), and shrubbery maintenance.

Party Walls

§7.4 Each wall which is built as a part of the original construction of the improvements upon townhome Lots, and placed on the dividing line between the townhome Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

§7.5 The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

§7.6 If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of 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.

§7.7 Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

§7.8 The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to each Owner's successors in title.

§7.9 In the event of any dispute arising concerning a party wall, or the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and binding upon all parties.

§7.10 Each Owner shall carry and maintain adequate liability, property and casualty insurance on the Owner's Lot. Such insurance shall have liability coverage in the amount of

\$1,000,000.00 per occurrence. Upon request by the Association, the Owner shall provide the Association with a Certificate of Insurance providing that the insurance policy is in full force and effect and cannot be cancelled without at least 60 days prior notice.

ARTICLE 8

Miscellaneous Provisions

§8.1 No Lot shall be re-subdivided into smaller Lots, nor shall any portion of any Lot be sold or conveyed by the Owner thereof without the prior approval of the ACC.

§8.2 All drainage, access and utility easements shown on the subdivision plat are hereby reserved to Declarant. A release by Declarant to any Lot Owner of any easement so reserved shall operate as a complete release to such Lot and no other party shall be entitled to assert any claim or right to the use of such easement. Declarant may convey to the Association title to the property included in such drainage, access and utility easements.

§8.3 The Declarant reserves the right to amend this Declaration at any time within three (3) years after recordation of this Declaration without the consent of any other Owner. Otherwise, these restrictions, conditions, covenants, and limitations shall continue in force until _____, 2034, at which time they will expire. Nevertheless, upon the expiration of this term and any subsequent term, they shall be automatically renewed for ten (10) year periods unless terminated or amended by the Owners (with each Lot having one (1) vote) of at least 75% of the Lots.

§8.4 Any water drainage or detention system traversing or abutting any Lot shall be maintained by the Owner of the Lot.

§8.5 The Declarant shall have the absolute and unqualified right (but shall not be obligated) to bring within the terms of this declaration additional property, so long as the property is adjacent to the property shown on the subdivision plat or on later plats brought within the declaration. Such additions shall be made by recording a supplemental declaration in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, indicating the additional property which shall be subject to this declaration. Property added to this declaration shall be treated for all purposes as if it had been shown on the original subdivision plat, but the added property may be subject to other restrictions in addition to this declaration.

§8.6 The Declarant may appoint a successor Declarant by an instrument recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia. The sale of Lots to a successor Declarant shall not be deemed a sale for purposes of § 3.1 (a).

§8.7 The Declarant, the ACC and the Association shall not be liable to any Owner or other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or other person arising out of or in any way related to the subject matter of any reviews, acceptances, inspections, permissions, consents, or required approvals which must be obtained from the Declarant, the ACC or the Association, whether given, granted, or withheld.

§8.8 If any part of any provision of this Declaration shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this declaration.

§8.9 The Trustee and Beneficiary join herein to evidence their consents to this Declaration and to the Owners Consent and Dedication described in paragraph A of the Preamble.

ARTICLE 9

Validity and Enforcement

§9.1 The failure on the part of the Declarant or any Owner to enforce any restrictions contained in this instrument shall not be deemed a waiver of the right to do so thereafter for the same breach or one occurring prior or subsequent thereto.

§9.2 Enforcement of this instrument shall be by proceedings instituted by any Owner at law or in equity against any persons or other entities violating or attempting to violate any covenant, either to restrain violation or to recover damages therefor. In any such proceeding, an Owner found to have breached any covenant contained in this instrument shall be responsible for the cost of the enforcement proceeding, including the prevailing party's attorney's fees.

WITNESS the following signatures.

PRR 1, LLC,
a Virginia limited liability company

By: _____
its: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this _____ day of _____, 2024, by _____, its _____ of PRR 1, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: _____.

Registration No. _____.

Notary Public

By: _____
its: _____

_____(SEAL)
_____, **Trustee**

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this
_____ day of _____, 2024, by _____, Trustee.

My commission expires: _____.

Registration No. _____.

Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this
_____ day of _____, 2024, by _____ its
_____ of _____, on behalf of the corporation.

My commission expires: _____.

Registration No. _____.

Notary Public