

Total Fees Due: \$ 380 - \$355 = \$25
Application Fee: original appl
w/o Variance Request \$175.00 plus \$20.00 per
lot Variance Request \$200 plus \$20 per lot

Date Application & Fee Received: 7/1/19
Received by: JHD
original appl. received 6-5-19

Application for Preliminary Subdivision Plat Approval City of Harrisonburg, Virginia

www.harrisonburgva.gov/subdividing-property

Section 1. Description of Property

Title of Subdivision: The Crossings - Section 2
Location (Street Address): Dorval Road Sheet: 97 Block: B Lot: 6
Total Acreage: 5.28 City Number of Lots Proposed: 9 City Zoning Classification: R-2C City

Section 2. Property Owner Information

Name: Greendale, LLC; ATTN: Devon Anders
Street Address: 1346 Pleasants Drive Email: Devon.Anders@interchangeco.com
City: Harrisonburg State: VA Zip: 22801
Telephone: Work 540-433-1900 Fax 540-442-1632 Mobile 540-578-1262

Section 3. Property Owner Representative Information (if applicable)

Name: Blackwell Engineering, PLC
Street Address: 566 East Market Street Email: dickb@blackwellengineering.com
City: Harrisonburg State: VA Zip: 22801
Telephone: Work 540-432-9555 Fax 540-434-7604 Mobile 540-820-2964

Section 4. Surveyor Information

This person prepared the plat.

Name: Blackwell Engineering, PLC
Street Address: 566 East Market Street Email: joswald@blackwellengineering.com
City: Harrisonburg State: VA Zip: 22801
Telephone: Work 540-432-9555 Fax 540-434-7604 Mobile 540-432-9555

Section 5. Variances

No variances requested (continue to section 6)

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

I (we) hereby apply for a variance from Section(s) 10-2-61 and 10-2-67 of the City of Harrisonburg Subdivision Ordinance and or Section(s) _____ of the City of Harrisonburg Design and Construction Standards Manual, which require(s):

~~10-2-61: Sidewalks. Where a lot being subdivided fronts on an existing street, and adjacent property on either side has an existing sidewalk, the subdivider shall construct, and where necessary dedicate land for, sidewalk on the property being subdivided to connect to the existing sidewalk, even when no other street improvements are required.~~ **subdivider to make all such improvements to**

~~streets, in accord with the requirements of the DCsm.~~ **7/10 7/2/19**

10-2-67: All improvements required to be installed by the subdivider or by this chapter shall be made at the subdivider's expense.

I (we) believe 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):

There is no existing sidewalk on the north side of existing Dorval Road, and no new sidewalk is being required by Rockingham County along the north side of the proposed extension of Dorval Road. Therefore constructing sidewalk along the frontage of City lots 97-L-7 and 97-L-8 will not improve pedestrian access as this sidewalk will not connect to any other sidewalks.

Section 6. 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 also certify that the information supplied on this application and on the attachments provided (m 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.

Signature:  MBR
Property Owner

Section 7: Required Attachments

- Letter explaining Proposed Use & Reasons for Seeking Preliminary Subdivision Plat Approval.
- Plat of properties meeting requirements 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 Department prior to submitting the Preliminary Subdivision Plat application. More information at www.harrisonburgva.gov/traffic-impact-analysis.



BLACKWELL ENGINEERING, PLC

566 E. MARKET ST. • HARRISONBURG, VIRGINIA 22801 • (540) 432-9555 • FAX (540) 434-7604

June 5, 2019

BE# 1852-PH2

City of Harrisonburg
Department of Community Development
409 South Main Street
Harrisonburg, VA 22801

Subject: Proposed Use & Reasons for Seeking Preliminary Subdivision Plat Approval
(The Crossings Subdivision – Section 2)

To Whom it May Concern,

The reason for this project is the construction of a residential subdivision and the extension of Dorval Road. The site is located at the terminus of Dorval Road, Harrisonburg, VA 22801. There will be approximately 49 single family lots. Approximately 9 lots are in the City of Harrisonburg. Most of the lots will be in Rockingham County.

There are currently no water or sewer utilities that serve the property. The owner has received permission to use the City water and sewer utilities that are existing near the project site.

Please call me if you have any questions or need more information to perform your review.

Cordially,

Jeff Oswald, P.E.
Civil Engineer



City of Harrisonburg, VA
Department of Public Works

Determination of Need for a
Traffic Impact Analysis (TIA)

www.harrisonburgva.gov/traffic-impact-analysis

Contact Information			
Consultant Name:	Jeff Oswald - Blackwell Engineering		
Telephone:	540-432-9555		
E-mail:	joswald@blackwellengineering.com		
Owner Name:	Greendale, LLC/Devon Anders		
Telephone:	540-433-1900		
E-mail:	devon.anders@interchangeco.com		
Project Information			
Project Name:	The Crossing - Section 2		
Project Address: TM #:	Dorval Road		
Existing Land Use(s):	Undeveloped		
Proposed Land Use(s): (if applicable)	Single Family Homes		
Submission Type:	Comprehensive Site Plan <input checked="" type="radio"/>	Special Use Permit <input type="radio"/>	Rezoning <input type="radio"/> Preliminary Plat <input type="radio"/>
Project Description: (Include site plan or preliminary sketch and additional details on land use, acreage, access to site, etc)	Construction of roadways accessing 49 single family residential lots.		
Peak Hour Trip Generation (from row 15 on the second page)			
AM Peak Hour Trips:	40		
PM Peak Hour Trips:	51		

(reserved for City staff)

TIA required? Yes _____ No

Comments:



Accepted by:

Date: 05/08/2019

PREPARED BY AND RETURN TO:
LISA ANNE HAWKINS (VSB #44738)
FLORA PETTIT PC
90 NORTH MAIN STREET, SUITE 201
HARRISONBURG, VA 22802

CITY OF HARRISONBURG TAX MAP No. 97-(B)-5 & ROCKINGHAM COUNTY TAX MAP No. 124-(A)-L131

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE CROSSINGS, SECTION TWO**

THIS DECLARATION, made this ____ day of _____, 2019, by **GREENDALE ROAD, LLC**, a Virginia limited liability company, Grantor, hereinafter referred to as “**Declarant**”, as the Owner of certain real property located on Greendale Road, in the City of Harrisonburg, Virginia and Rockingham County, Virginia, as follows: (a) that parcel of land in the City of Harrisonburg containing 5.28 acres, more or less, and (b) that parcel of land in Rockingham County containing 13.12 acres, more or less, both as shown on the plat entitled “The Crossings, Section Two”, made by _____, dated _____ (the “**Section Two Plat**”), which is being recorded in the Clerk’s Office of Rockingham County, Virginia, concurrently herewith.

WITNESSETH:

WHEREAS, Declarant has subdivided the Properties into residential lots on the Section Two Plat and will convey the lots subject to certain protective covenants, conditions, restrictions, reservation, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties and ensuring a uniform mode of development. These easements, covenants, restrictions and conditions shall run with the land constituting the Properties and shall be bind on all parties having or acquiring any rights, title or interest in the Properties or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

“Act” means the Virginia Property Owners’ Association Act, as in effect from time to time in the Commonwealth of Virginia.

“Association” shall mean and refer to The Crossings Section Two Property Owners Association, its successors and assigns. The Association may or may not be incorporated or organized as a corporation.

“Properties” or “Property” shall mean and refer to that certain real property described in the initial paragraph of this Declaration as more particularly described on the Section Two Plat.

“Lot” shall mean and refer to any residential lot shown upon the Plat. The term “Lot” expressly excludes any area on the Plat designated as Roads and Common Areas.

“Member” shall mean and refer to the Owner of any one (1) or more of the Lots.

“Owner” shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“Common Area” shall mean that portion of the Properties not contained within a Street, Lot or Lots, which Common Area shall be controlled and managed by the Association for the benefit of the Owners.

“Common Expenses” shall mean (a) all costs, expenses and liabilities incurred by or on behalf of the Association, including, but not limited to, costs, expenses and liabilities for (i) managing, operating, maintaining, repairing, altering and improving the Common Area; (ii) administering and enforcing the covenants, conditions, restrictions, reservations and easements created by this Declaration; (iii) levying, collecting and enforcing the Assessments, charges and liens due the Association, (iv) regulating and managing The Crossings, Section Two; and (v) operating the Association; and (b) allocations to reserves.

“Roads” or “Streets” shall mean all those streets, roads and drives as shown on the Plat, which shall be constructed to VDOT street standards and dedicated to public use.

“Plat” means the Plat and any amendment recorded with all applicable approvals under applicable subdivision ordinances and the provisions of this Declaration.

ARTICLE II

COMPOSITION OF ARCHITECTURAL REVIEW COMMITTEE

Section 2.1 Composition of Architectural Review Committee. The Architectural Review Committee shall initially be composed of the Members of Greendale Road, LLC, a Virginia limited liability company. A majority of the Committee may designate a representative or representatives to act for it. Upon the sale of ninety percent (90%) of the Lots in the Crossings, Section Two, the Architectural Review Committee, consisting of at least three (3) in number, shall be appointed by the Board of Directors elected by the Owners as provided in this Declaration and the Bylaws of the Association.

Section 2.2 Authority of Architectural Review Committee. No building or other structure shall be commenced, erected or maintained upon the Properties until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the

event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Said compliance shall be limited to the scope and character of the improvements or alterations contained in the plans and specifications submitted to the Committee. This approval requirement shall NOT apply to fences or walls constructed on a Lot.

Section 2.3 Driveways. All driveways shall be paved to a quality and appearance approved by the Architectural Review Committee.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

Section 3.1 Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Lot Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 3.2 The Association shall have two (2) classes of voting membership:

3.2.1 Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person holds such interest in any Lot, all such persons 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. Owners shall not be entitled to vote until their Lot is subject to assessment.

3.2.2 Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to twenty-five (25) votes for each Lot that it owns, provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

Section 3.3 Association's Board of Directors. The business of the Property Owners' Association shall be managed by its Board of Directors. The initial number of directors shall be three (3). Declarant shall appoint said directors, who are not required to be Lot Owners, until such time as ninety percent (90%) of the Lots are independently owned. At that time, the directors shall be elected by the Owners annually in accordance with the Bylaws.

Section 3.4 Association's Authority. The Association shall have the authority and responsibilities as set forth herein and in the Bylaws.

Section 3.5 Association's Organizational Documents. The Declarant shall prepare and adopt the initial organizational documents and entity form for the Association, which shall be binding upon the Owners unless amended or abrogated according to their terms.

ARTICLE IV **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be fixed, established and collected from time-to-time as hereinafter provided, and (iii) fees, fines, interest and other sums assessed by the Association in accordance with this Declaration or the Act. The assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs 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 the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them but shall remain a lien upon the Lot or Lots against which the assessments are made.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Crossings, Section Two, and in particular for the improvement and maintenance of the Common Areas, management of the community and enforcement of this Declaration.

Section 4.3 Basis of Annual Assessments.

(a) Annual assessments shall commence upon the conveyance of a Lot from the Declarant and shall be prorated for the remainder of the assessment year from the time of such conveyance. Assessments shall be determined by the Board on an annual basis upon adoption of the annual budget for the Association. Annual assessments are intended to cover all Common Expenses of the Association and may include allocation for reserves if determined by the Board based upon reserve studies conducted in accordance with the Act. Annual assessments may be levied for payment on an annual, quarterly or monthly basis as determined by the Board from time to time.

(b) If the Board of Directors ratifies an amendment to the annual budget as provided above, the amount of the Annual Assessment levied against each Lot shall be adjusted accordingly, as each Owner shall pay the supplemental Annual Assessment at such time as is determined by the Board of Directors.

(c) If the Board of Directors fails to adopt an annual budget for any fiscal year, the Owners shall continue to pay periodic installments of the Annual Assessment to the Association at the rate payable during the prior fiscal year until such time as the Board of Directors adopts a

new annual budget for the then-current fiscal year. Once the Board of Directors adopts a new annual budget, the Association shall levy on each Lot the Annual Assessment for the then-current fiscal year and each Owner's payment shall be adjusted as necessary to pay the new Annual Assessment, giving the Owners credit for any installments that the Owners have previously paid to the Association during such fiscal year.

(d) The failure of the Association to levy an Annual Assessment for any fiscal year shall not be deemed a waiver, modification or release of the Owners' liability for Common Expenses.

Section 4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors shall have the authority as provided by the Act to levy in any assessment year a special assessment applicable to that year only, if the purpose in so doing is found by the Board to be in the best interests of the Association. Any such special assessment shall be subject to the right of Owners to rescind or reduce that special assessment as provided in the Act.

Section 4.5 Declarant Exempt from Assessment. Declarant shall not be assessed on any Lots owned by it.

Section 4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis. Special assessments shall not be made more than once per year.

Section 4.7 Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to each Lot upon the conveyance of the Lot from the Declarant. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall upon demand at any time 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 certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4.8 Effect of Nonpayment of Assessment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the current legal rate, and the Association may bring an action at law against the Owner personally obligated to pay the same or may perfect the lien against the Lot or Lots, pursuant to the Act. Interest, costs and reasonable attorney's fees of any such action shall also be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 4.9 Subordination of the Lien to Deeds of Trust. Pursuant to the Act, the lien of the assessments provided for herein shall be subordinate to (i) real estate tax liens on the Lot, (ii) liens and encumbrances recorded prior to the recordation of the Declaration and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien; provided, however, that mechanics' and materialmen's liens shall not be affected by this Section 4.9. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, which is subject to any deed of trust as set forth in subsection (iii) above, pursuant to a foreclosure thereunder, or a deed in lieu of foreclosure pursuant thereto, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or for the lien thereof.

Section 4.10 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (i) all Properties dedicated to accepted by a local public authority and (ii) all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EXTERIOR MAINTENANCE

The Association shall exercise its authority and fulfill its responsibilities as set forth herein. To this end, it shall have the power to levy assessments as herein contained and in accordance with the organizational documents of the Association.

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, after approval by a two-thirds (2/3) decision of the Board of Directors and notice and opportunity to be heard as required by the Act, the Association shall have the right, through its agents and employees, to fine the Owner and/or to enter upon the Lot and repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject, and the expense of such exterior maintenance shall become a lien upon the subject property. It is a condition of these Covenants that the Association is and shall be deemed general contractor for the purpose of qualifying to file a mechanic's lien, and every Lot Owner so in default, by the acceptance of his/her deed, and those claiming under him/her, hereby agrees to pay such expense, and grants permission to the Association to enter upon such Lot and make such exterior maintenance without being guilty of trespass, and said Association, its agents and employees shall not be liable in damages to any Lot Owner except for willful and tortious acts committed beyond the scope hereof. Any assessments under this paragraph and the preceding paragraph hereof shall constitute liens and shall be subject to the provisions of the Act governing assessment liens.

ARTICLE VI

USE RESTRICTIONS

Section 6.1 No Lot shall be used except for residential purposes, or for builders' construction sheds and sales and administrative offices during the construction and sales period, and not more than one (1) principal building shall be permitted on any residential Lot shown on said Plat, and no such Lot shall be resubdivided. The Declarant shall not be subject to the restriction on resubdivision set forth herein.

Section 6.2

(a) No building, freestanding garage, detached garage, trailer, tent or other structure may be erected, built or permitted to remain on any Lot other than one (1) single-family dwelling and one (1) detached shed or storage building. All storage buildings must be pre-approved by the Architectural Review Committee and must complement the color and design of the associated residence. In no event shall any detached storage building be located in front of the rear elevation line of any residence constructed on a Lot.

(b) A single level, ranch-style dwelling shall not be less than 1200 square feet of finished living space on the main living level. A multilevel residence not to exceed two (2) stories in height shall contain at least 800 square feet of finished living space on the main living level and 1200 square feet of total finished living space above grade. All dwellings shall have rooflines with a minimum of 6 / 12 pitch. The Architectural Review Committee may grant a variance to the minimum square footage requirements set forth in this paragraph if the Committee determines that easement, setback, topography or other conditions pertaining to a particular Lot materially impair or prevent construction of an otherwise compliant residential dwelling on that Lot without such variance. Such variance must be approved by vote of 2/3 of the Board of Directors of the Association.

Section 6.3 Exterior of dwellings shall have exposed masonry foundation, not to exceed two (2) vertical feet from ground level. There shall be no foundations constructed of exposed block. On residences with walkout basements, the exposed basement walls shall have brick, stone or other veneer or finish as approved in advance by the Architectural Review Committee.

Section 6.4 No dwelling shall be permitted to be constructed on any Lot unless adequate provisions for off-street parking for at least two (2) automotive vehicles is provided on the Lot.

Section 6.5 No utility, boat, house camper, recreational vehicle, trailer, bus, commercial equipment, disabled or unlicensed vehicle or material portion thereof, or commercial vehicle larger than three-fourths (3/4) ton, may be parked on any Lot, Street or parking area unless, in the case of commercial equipment, it shall be temporarily within such subdivision for the purpose of performing work therein.

Section 6.6 No accessory structures, permanent or temporary, shall be permitted on any Lot or Common Area, without Association approval. The Association shall have the authority to require screening and/or landscaping with any such approval. Accessory structures shall include but not be limited to: trampolines, sports structures, barbeque pits, swimming pools, etc.

Section 6.7 No noxious or offensive use or activity shall be carried on upon any Lot or Common Area, nor shall any practice be engaged in by the Owners of the Lots, their tenants, agents, guests or assigns, that shall become an unreasonable annoyance or a nuisance to the neighborhood.

Section 6.8 No fence shall extend past the front elevation line of any residence constructed on a Lot.

Section 6.9 No exterior clothesline or hanging device shall be allowed upon any Lot, and no antenna shall project above the surface of the roof.

Section 6.10 All Lots shall have uniform installed mailbox or post of equal quality as approved by the Architectural Review Committee. All mailboxes shall be black in color, with initial mailboxes to be installed by the Lot Owner or builder at the time a residence is constructed on the Lot.

Section 6.11 No sign of any kind shall be displayed on any Lot, except one (1) sign of not more than five (5) square feet advertising the Lot for sale or rent, except signs used by the Declarant and its agents to advertise the Property during the construction and sales period.

Section 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 usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes, or in unusual numbers. All household animals kept on a Lot must be housed indoors. All domestic animals shall be kept on a leash while on the Roads or Common Areas on the Properties. Owners and their guests shall be responsible for collection and proper disposal of animal waste on the Property, including the Streets and Common Areas therein.

Section 6.13 No trash, garbage or other refuse shall be burned upon any Lot except within the interior of the residence, except that the builder or developer may burn debris for the purpose of cleaning the land or preparing any dwelling for occupancy.

Section 6.14 A satellite dish, not in excess of twenty-four (24) inches in diameter, may be installed upon the Lots provided that said satellite dish does not extend beyond the roof-line of the dwelling to which it is attached, and is not installed on the front elevation of any home. The installation and screening of any satellite dish is subject to the approval of the Architectural Review Committee within the limits of applicable law.

Section 6.15 All improvements to Lots shall be completed within twelve (12) months of the commencement of construction thereof.

Section 6.16 The Association shall be responsible for snow removal from the Streets shown on the Plat, until such Streets are accepted by VDOT as part of the State maintenance program. Snow removal from abutting sidewalks and Lot Owner's sidewalks and driveways shall be the responsibility of the Lot Owner.

Section 6.17 The Association shall be responsible for maintaining the retention pond and any other Association Common Areas and common assets including but not limited to any development signs and Association street lights (if any).

Section 6.18 The Lot Owner shall be responsible for the removal of Lot Owner's trash.

Section 6.19 The use of the Common Areas is exclusively reserved to the Declarant, Owners and their guests and subject to regulation and control by the Association. The Association may adopt rules and regulations from time-to-time governing the use rights of the Owners in the Common Areas and improvements placed thereon. The Declarant will install the initial Common Area structures and improvements and the community entrance sign, fencing and landscaping, which Common Area improvements and structures shall subsequently be maintained by the Association.

Section 6.20 Every violation of the covenants contained herein is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable thereto and such remedies shall be deemed cumulative and not exclusive.

Section 6.21 Inasmuch as the enforcement of the provisions hereof is deemed essential for the implementation and preservation of the general plan of development, and for the protection of the undersigned and all of the Owners and inhabitants of said subdivision, it is hereby declared that any violation of the provisions hereof shall constitute irreparable harm not adequately compensable by recovery of damages, and any person, firm or corporation shall be entitled, in addition to all other remedies, to relief by way of injunction for enforcement of the provisions hereof.

Section 6.22 The costs and expenses incidental to the abatement of any violation hereof, and the removal and correction of any offending structure or condition shall be paid by the Owners of the offending Lot, and the amount thereof until paid shall constitute a lien upon such offending Lot, in favor of Association, inferior only to such liens as prescribed in the Act and this Declaration.

ARTICLE VII

SHARING COMMON AREAS WITH SECTION ONE

If approved by the Board and a majority of Owners, the Association may enter into an agreement with the Association governing The Crossings, Section One, which allows for use of the Common Areas by residents of The Crossings, Section One, in consideration of the payment by The Crossings Property Owners Association which manages The Crossings, Section One, of an agreed sum or percentage to contribute to the costs incurred by the Association to manage and maintain the shared Common Areas.

ARTICLE VIII

SHARED ACCESS EASEMENT

Section 8.1 If the Plat identifies any shared access driveways along the boundary of two Lots, providing for shared access to and from those Lots to the public street, then the Plat creates and an easement is hereby granted to the Owners of said Lots for shared use of that shared access driveway. The Owners of such Lots shall be responsible for the maintenance, upkeep, repair, resurfacing, snow removal, etc. of the roadway, slopes and ditches within the aforesaid easement. The Lot Owners using each joint right-of-way shall share the cost equally if the driveway is constructed with the consent of those Owners. If one Lot Owner has the driveway constructed and pays for such, then when the other Lot Owner desires to use the driveway as access for his Lot, said Lot Owner shall reimburse the Lot Owner constructing the driveway an amount equal to one-half of the actual installation cost. The shared construction cost and cost of maintenance and repairs shall only be required for that portion of the right-of-way actually used by both parties to the point where either Owner's driveway leaves the easement.

If the driveway is installed by both parties, the cost shall be paid by both parties at the time it is built. However, if the driveway is built by one (1) Owner, the other Owner(s) shall pay his (their) share to the Owner who built the driveway upon the earlier of: (i) that Owner's purchase of his Lot; or (ii) if the Lot is already owned, within sixty (60) days of invoice. Declarant shall not be considered an Owner and shall not have responsibility to construct or install driveways within the shared access easements.

The shared driveway easements are as follows: [SPECIFY IF ANY. IF NONE, ENTIRE SECTION CAN BE DELETED.]

Section 8.2 All work done within any shared access easement shall be constructed in a good workmanlike manner, meeting standards for a common driveway with asphalt paving or concrete and appropriate ditching and grading along the shoulders of the roadway to provide adequate storm water management.

Section 8.3 The Owners of the aforesaid Lots shall determine among themselves the standard of maintenance and upkeep that they desire for the roadway. In the event of disagreement, the dispute shall be submitted to the Board for its determination, which shall be binding and final.

ARTICLE IX **EASEMENTS**

Section 9.1 Utility Easements. Easements for installation and maintenance for utilities, drainage facilities, sanitary sewer, water line, street lights and community entrance sign and fencing and access to all Lots are hereby granted and reserved as shown or described on the Section Two Plat and designated thereon respectively as ["Private Drainage Easement", OTHER TO BE COMPLETED BASED ON FINAL PLAT]. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may obstruct or interfere with the installation and maintenance of said utilities or access to Lots. The easement area within each Lot shall be maintained constantly by the Owner of said Lot, except those easements for which a public authority, utility company or municipality is responsible.

Section 9.2 Easements of the Association. There is hereby granted by Declarant to the Association such easements as are necessary to perform the duties and obligations of the Association, including such access easements as are necessary for ingress, egress and maintenance of the Common Areas and landscaping easements.

Section 9.3 Priority of Easements. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration, and shall run with the land for the use and benefit of the Lots superior to all other encumbrances which may hereafter be applied against or in favor of the Properties or any portion hereof.

Section 9.4 Drainage Facilities; Surface Drainage.

(a) Declarant hereby grants to the Lot Owners and Association an easement for the drainage of stormwater into all private drainage easements and stormwater ponds within the boundaries of the Property as shown on the Plat, subject to the limitations of applicable law. The Association shall be responsible for all required monitoring and maintenance of such stormwater ponds and drainage facilities under applicable law and regulations, including all ditches and drainage pipes, as well as all obligations under any BMP Agreement or Stormwater Management Agreement now or hereafter recorded with respect to such stormwater ponds and related drainage facilities. All such shared drainage facilities shall be considered Common Areas for benefit of the Lots, and all expenses incurred by the Association in maintenance, monitoring and repair thereof shall be Common Expenses.

(b) No Owner shall affirmatively block or hinder the flow of stormwater from other portions of the Property to the drainage facilities serving the development, except as approved by applicable governmental authorities in connection with construction of improvements permitted by this Declaration. For a period of five (5) years from the date of submission of each Lot to this Declaration, the Declarant reserves an easement and right on, over and under the ground within each Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, to perform any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as nearly as is practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 9.5 Construction Easements and Rights. Notwithstanding any provision of this Declaration, so long as the Declarant is engaged in developing or improving any portion of the Properties, the Declarant and its employees, agents and assigns shall have an easement of ingress, egress and use over any portion of the Properties not conveyed as a Lot to an Owner for occupancy for (i) movement and storage of building materials and equipment, (ii) erection and maintenance of directional and promotional signs, and (iii) conduct of sales activities, including maintenance of model units. Such easement shall be subject to such rules as may be established by Declarant to maintain reasonable standards of safety, cleanliness and general appearance of Properties.

Section 9.6 Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot (i) to inspect such Lot for alleged violations of this Declaration, based on formal, written complaints and/or compliance with architectural standards and/or approved plans for alterations and improvements and (ii) to perform such maintenance as is required by this Declaration for such Lot, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

Section 9.7 Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers and fire and rescue personnel as is needed to carry out their duties, including enforcement of cleared emergency vehicle access.

ARTICLE X **EXPANSION**

Section 10.1 Right to Include Additional Real Property. For so long as Declarant owns any portion of the Property or property adjacent to the Property, Declarant may subject additional real property to this Declaration by recording in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, an instrument signed by Declarant setting forth the following: (a) a statement that the real property to be added is owned by Declarant and is adjacent to the Property or within one mile of any boundary of the Property, (b) a statement that Declarant has determined that such real property should be included as a part of The Crossings Section Two, (c) the legal description of the real property to be added, which must be adjacent to the Property, and (d) a statement that the property to be added shall be subject to and governed by the provisions of this Declaration. Upon the recording of such instrument, (i) the real property described therein shall thereafter be part of the Property and shall be governed by all of the provisions herein, and (ii) the Declaration shall be deemed amended to add such additional property to the definition and description of the Property herein.

Section 10.2 The Crossings Name. The name “The Crossings” may be used by Declarant, its members and their respective affiliates to refer to nearby properties, regardless of whether such property is ever made subject to the Declaration.

ARTICLE XI **GENERAL PROVISIONS**

Section 11.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Without limitation to any other right or authority, the Association has the power to fine an Owner for violations of this Declaration, subject to notice and opportunity to heard and any caps required by the Act.

Section 11.2 Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 11.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date the original Declaration was recorded, after which this Declaration shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by approval of not less than sixty percent (60%) vote of the Lot Owners. Any such amendments or modifications shall be clearly stated in writing and attached to and recorded in the public records with an affidavit by the Association President and Secretary in accordance with the Act. The Declarant may, without other approvals, and at its sole discretion, alter or amend this Declaration as needed for the benefit of The Crossing, Section Two, at any time prior to conveyance of a Lot to a third party.

IN WITNESS WHEREOF, Greendale Road, LLC has caused this Amended and Restated Declaration of Covenants and Restrictions to be signed in its name and on its behalf as thereunto duly authorized.

GREENDALE ROAD, LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

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

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

My commission expires: _____.

Notary Public
Notary Registration No.: _____

**CONSENT OF MORTGAGEE TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE CROSSINGS, SECTION TWO**

THIS CONSENT OF MORTGAGEE, is made as of _____, _____, by _____, _____, _____
_____ (“Mortgagee”) and _____
_____ (collectively, “Trustee”), either of whom may act.

WITNESSETH:

The undersigned Mortgagee, as beneficiary under a certain Deed of Trust, dated _____, and recorded _____, in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia, in Deed Book _____, page _____, as amended or supplemented from time-to-time (“Deed of Trust”) hereby consents to: (1) the execution and recordation of the foregoing Declaration of Covenants and Restrictions for The Crossings, Section Two; (2) the submission of the real estate described therein to the Declaration; and (3) the subordination of the Deed of Trust to the Declaration, and for such purposes hereby directs the Trustee to join in the execution and delivery hereof for the purpose of subordinating the Deed of Trust to this Declaration.

IN WITNESS WHEREOF, Mortgagee has caused this Consent of Mortgagee to be executed pursuant to due and property authority.

MORTGAGEE:

By: _____
Name: _____
Title: _____

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

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of _____, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

Given under my hand this _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____
Notary Registration No.: _____

The undersigned Trustee joins in at the request of the Mortgagee as evidenced above, without liability or obligation, for the sole purpose of consenting to the terms of the foregoing Consent of Mortgagee, and subordinating the Deed of Trust to this Declaration.

_____, Trustee

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

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, as Trustee has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

Given under my hand this _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____
Notary Registration No.: _____

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