

The Village at Chicago Park

Master Plan

Benton Family
800 Osage Lane
Harrisonburg, VA 22802

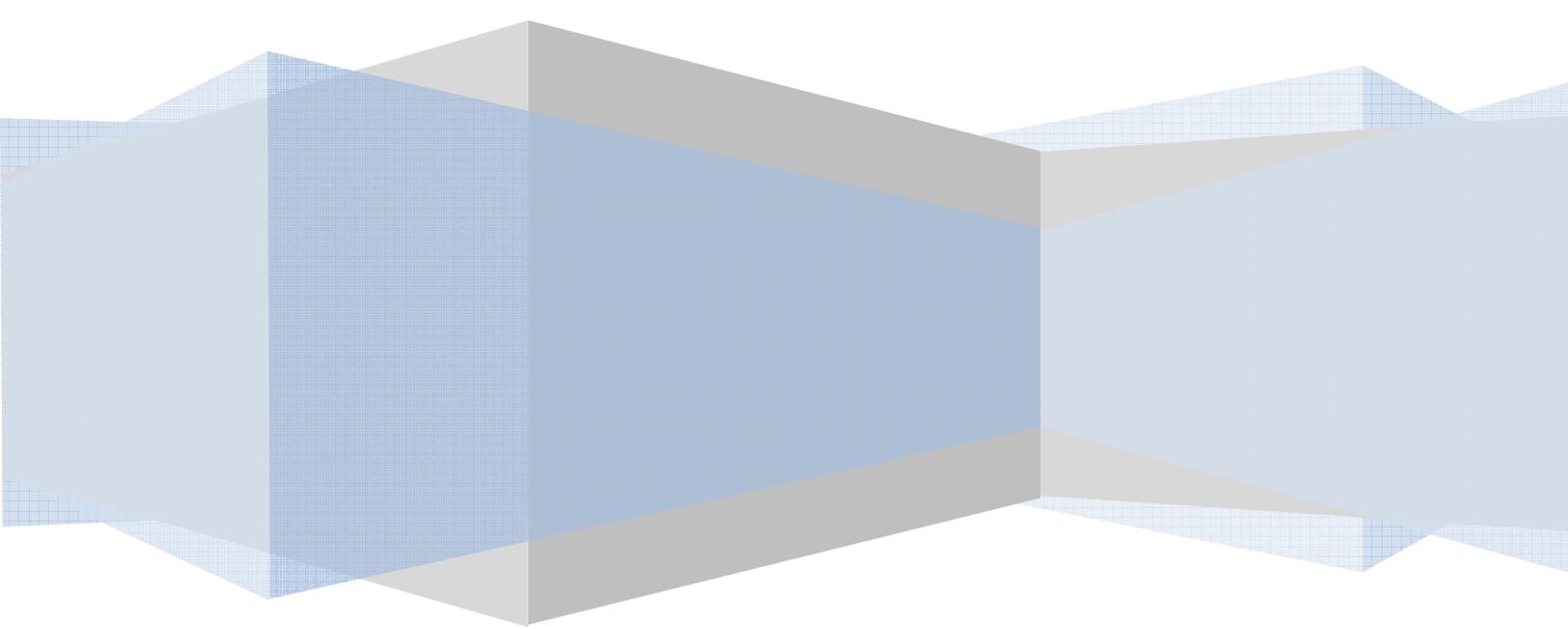


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I. Introduction

The following information comprises the Vision for The Village at Chicago Park and the zoning regulations for development.

Philosophy

An eco-friendly vision and neighborhood concept is the intent behind The Village at Chicago Park.

Zoning Regulations

The zoning regulations as identified in this section and Master Plan layout (described below) define all of the regulations necessary to bring the The Village at Chicago Park to culmination.

Master Plan Layout

The Master Plan layout is a visual depiction of the Zoning Regulations sections, but the layout is a governing detail of The Village at Chicago Park development generally depicting where roads, building lots, sidewalks, landscaping, grading, and utilities will be provided.

II. Vision

The Village at Chicago Park is designed to be a Community aligned with the purpose of the R-7 district.

1. A combination of single family and duplex lots provide a unified neighborhood.
2. In order to uphold valuable environmental resources and open recreational space, housing is gathered.
3. A connected roadway with sidewalks, provide facilitated means for public transportation.
4. Pedestrian safety may be protected by traffic calming techniques.
5. Front impressions are present on publicly visible side, addressing the street.
6. Common areas and open spaces are designed to be visually attuned with the residential character of the neighborhood.

General Intentions of Housing and Neighborhood

The Village at Chicago Park intent is for environmentally friendly, relatively small mixed residential development with single-story and two-story homes with footprints from 1,500 sq-ft to 2,100 sq-ft under roof. The principle for the intended size of the homes is to be sustainable, energy efficient, low maintenance, and attractive by utilizing elements that mirror natural aspects. The homes are intended to include porches, a garage, and stoops all within the small footprint. The homes can be constructed and oriented so that the southern exposure is utilized for solar energy. Efficient house shell and controlled crawl space construction with the above elements provide for an eco-friendly neighborhood.

The Village at Chicago Park will incorporate pedestrian walks on both sides of the street. These walkways will connect to the emergent walk system along Chicago Avenue as the developer seeks to keep things neighborhood oriented increasing the accessibility to a greater community. The Village at Chicago Park's emphasis is on sustainability. These concepts combined with the use of quality products, excellent craftsmanship, on site open space, and small lots create an environmental and pedestrian friendly, low maintenance attractive neighborhood.

Intent of R-7 zoning is for clustered groups of living units to allow for open space. The Village at Chicago Park coordinates private areas and public areas into sustainable and inviting spaces typical to urban planning and the intent of R-7 zoning. The master plan will allow for single family and duplex development within the defined areas. The Village at Chicago Park residential types will be integrated and made compatible through the use of good site planning, common architectural themes, and landscaping.

The Village at Chicago Park vision is to uniquely apply the attributes of the R-7 zoning in such a way that allows for the principles of urbanism, traditional neighborhood, and sustainable design, to serve our community long into the future.

III. Zoning Regulations for The Village at Chicago Park

Lot area, width and depth and setbacks for all buildings are stated in Table A.

TABLE A							
LOT TYPE	NUMBER OF UNITS*	LOT SIZE (MIN. SF)	LOT DEPTH (MIN, FT)	LOT WIDTH @ SETBACK (MIN, FT)	SETBACK (FT)		
					FRONT	SIDE	REAR
SINGLE FAMILY	9	2,400	50	25	5	5	5
DUPLEX	6	2,400	60	25	5	3' ADJACENT TO DUPLEX; 5' ADJACENT TO SINGLE FAMILY LOTS AND OPEN SPACE	5
OPEN SPACE / COMMON AREA	N / A	NO MINIMUM	NO MINIMUM	NO MINIMUM	5	5	5
*THE EXACT NUMBER OF SINGLE FAMILY AND DUPLEX UNITS MAY VARY SO LONG AS NO ONE HOUSING TYPE EXCEEDS 70 PERCENT OF ALL RESIDENTIAL UNITS IN THE COMMUNITY AS REGULATED BY 10-3-57.6(C).							

The Master Plan Layout illustrates the general arrangement and location of buildings and where residential unit types will be located. The application of typical requirements of the City's Zoning Ordinance Article T and other regulations for this development are specified below.

1. No provisions of the city's Zoning Ordinance Article T, except as noted, shall apply. However, matters normally regulated by Article T are otherwise regulated as indicated below.
 - Patios, courtyards, terraces, uncovered porches, and other similar features may have zero setbacks along all property lines.
 - Section 10-3-111 Height will be applicable.
 - Accessory buildings shall be held to the same setbacks required of principal buildings and as afforded by the provisions of the H.O.A.
 - Architectural treatments and functional elements, including, but not limited to: chimneys, moldings, rain gutters, downspouts, roof eaves, buttresses and bay windows, shall be allowed to project not more than two (2) feet, into the required yard setback, provided they do not include additional floor space.

2. Walls and fences, and similar items which may restrict passage or vision or simply enhance private property shall not exceed 8' in height and may be located with a zero setback as afforded by the provisions of the H.O.A. except as restricted by needed sight lines for traffic.
3. In the event that residential dwellings utilize garage space to meet minimum required parking requirements, such space shall not be converted to livable space.
4. Any community building (i.e. pavilion) and any other future amenities for the green/open space can be constructed in common areas with setbacks as noted in Table A and as afforded by the provisions of the H.O.A.

Street and Parking

The location of streets, access to parking areas, and sidewalks shall be constructed in the areas generally shown on the Master Plan in Figure 1. The private road entrance for The Village at Chicago Park off of Chicago Avenue will be shared with tax map 48-D-25.

A variance to the Subdivision Ordinance for the design of streets, alleys, blocks, easements, sidewalks, and all such related features shall be applied for during the preliminary platting of this development. This variance will allow a private street width of 26 feet of pavement with an additional 3 feet of roll top curb & gutter adjoining a five foot wide sidewalk; no grass strip will be provided. Off street parking shown on the Master Plan is simply a representation. Landscaping within the private street right-of-ways will be maintained by The Village at Chicago Park Home Owners Association.

A variance will also be needed to allow lots to not have public street frontage.

Pedestrian Path

As indicated on the Master Plan in Figure 1, a sidewalk is generally located along Saturday Drive and as needed pedestrian paths to access open space. If this path cannot be accommodated in this general location, a different location may be provided within the development to provide the same connection intent as described in the Vision.

Stormwater Management

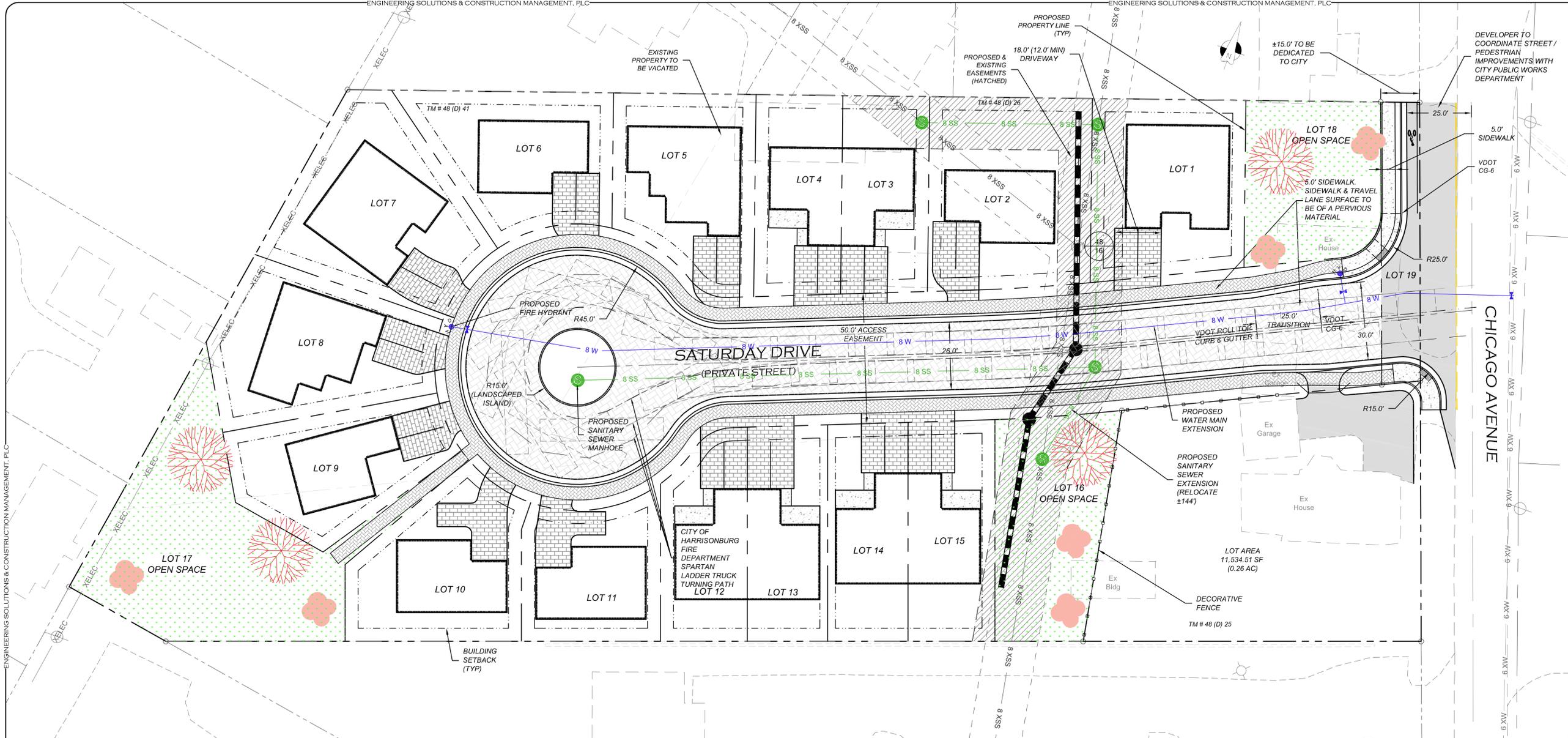
On-site and off-site storm water systems shall be designed and retained by the property owner to a point of channel adequacy and all maintenance easements will be obtained by the property owner prior to the site development.

Landscaping

General Landscaping for The Village At Chicago Park is described in Table B. The general amount of tree / shrubs, and locations are generally depicted on the Master Plan Layout. Exact locations will be determined at a later time frame of the development.

TABLE B			
Quantity	Common Name Latin Name	Size	Remarks
Trees			
4	Red Maple <i>Acer rubrum "Autumn flame"</i>	2-1/2" Cal	B & B Mulch Individually, 3 Stakes
6	Common White Dogwood <i>Cornus florida "Rubra"</i>	1-3/4" Cal	B & B Mulch Individually, 3 Stakes
Shrubs			
15	Burning Bush <i>Euonymus alata "Compactus"</i>	24" - 36" Height	B & B or 2 - 3 Gal. Container
15	Butterfly Bush <i>Buddleja davidii</i>	18" - 24" Height	B & B or 2 - 3 Gal. Container

Figure 1 – Master Plan



ENGINEERING SOLUTIONS
 1010 NORTH MAIN STREET
 HARRISONBURG, VA 22802
 PHONE 540.442.8787
 FAX 540.442.9090
 DESIGNING FOR TOMORROW... TODAY!

MASTER PLAN

THE VILLAGE AT CHICAGO PARK
 1041 & 1049 CHICAGO AVENUE
 HARRISONBURG, VIRGINIA 22802

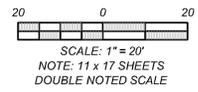
PRELIMINARY LOT DATA		
NUMBER	AREA	
	SF	AC
1	3,992.19	0.09
2	4,574.73	0.11
3	2,526.57	0.06
4	2,575.66	0.06
5	3,688.33	0.08
6	3,722.82	0.09
7	4,623.96	0.11
8	4,168.34	0.10
9	3,353.30	0.08
10	3,621.64	0.08
11	2,810.68	0.06
12	2,507.39	0.06
13	2,561.77	0.06
14	2,590.68	0.06
15	2,832.21	0.07
OPEN SPACE	13,069.00	0.30
PERCENTAGE	15.0%	
RIGHT-OF-WAY EASEMENT	22,477.20	0.52
RIGHT-OF-WAY DEDICATED TO CITY	1,609.35	0.04

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The general amount of tree / shrubs, and locations are generally depicted on the Master Plan Layout. Exact locations will be determined at a later time frame of the development.



GENERAL SITE DATA
 PROPERTY OWNER'S ADDRESS: MERLE & THEDA BRUNK (TM 48 (D) 26 & 41)
 566 DALE ENTERPRISE ROAD
 DAYTON, VA 22821
 JOHN HARDING & OTHERS (TM 48 (D) 25)
 204 KNOLLWOOD DRIVE
 CLEMSON, SC 29631
 DEVELOPER: SCOTT BENTON
 800 OSAGE LANE
 HARRISONBURG, VA 22802
 540.434.4045
 ENGINEER: ENGINEERING SOLUTIONS & CONSTRUCTION MANAGEMENT, PLC
 1010 NORTH MAIN STREET
 HARRISONBURG, VA 22802
 CONTACT: SCOTT SELLERS, PE
 (W)540.442.9787
 (F)540.442.9090
 48 (D) 25, 26, & 41
 TAX MAP #: DB, / PG:
 EXISTING ZONING: R-3
 PROPOSED ZONING: R-7
 LAND USE:
 EXISTING: VACANT / SINGLE FAMILY RESIDENTIAL
 PROPOSED: MIXED SINGLE FAMILY / DUPLEX RESIDENTIAL
 TOTAL LOT ACREAGE: 2.00
 OPEN SPACE: 0.30 AC - 15.0%
 DENSITY: 7.5 LOTS PER ACRE
 LAND DISTURBANCE AREA (SF):
 TOPOGRAPHIC / BOUNDARY SURVEY:
 BENCHMARK: N.A.
 DATUM: WGS 84
 FLOOD PLAIN INFORMATION: THIS PROPERTY IS NOT LOCATED IN 100 YEAR FLOOD PLAIN AS SHOWN ON ROCKINGHAM COUNTY VIRGINIA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP 7 DATED FEBRUARY 6, 2008
 WATERSHED: BLACKS RUN (HUC PS22)
 ACCESS: PROPOSED COMMERCIAL ENTRANCE

Revision	Date	Requested By
1	12/30/13	Addressed Staff Comments
2	12/13/13	Addressed Staff Comments

PROJECT NUMBER: 13-2007-1
 DATE: 10.31.13
 SCALE: 1" = 20'
 DRAWN BY: SS
 CHECK BY: SS
P1.0
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2

IV. Appendices

Appendix A

Elevations provided herein are to demonstrate the general intent of the unit types, however any house design may be permitted.



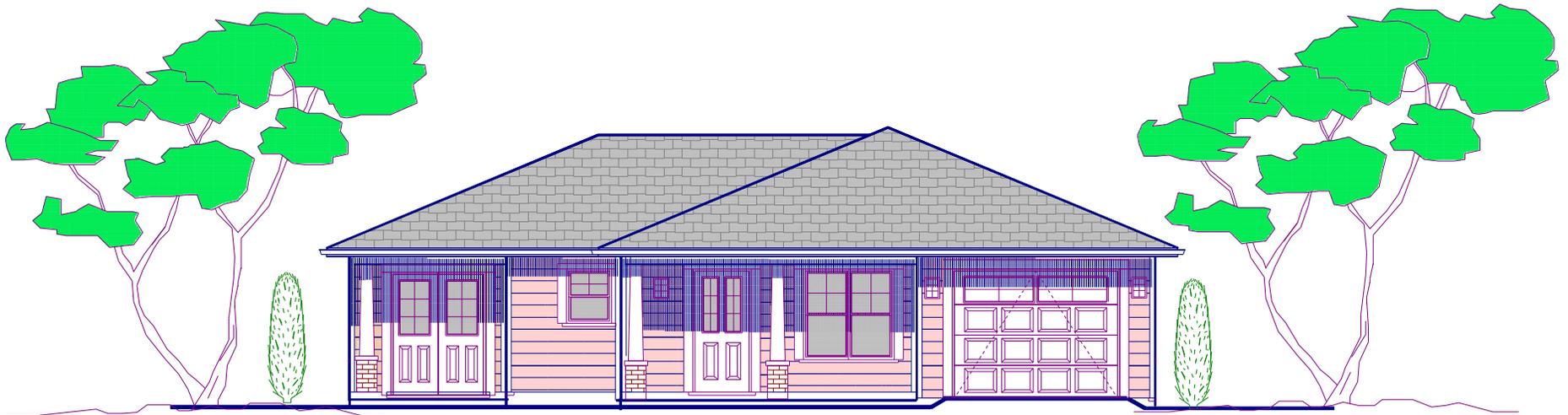
FRONT ELEVATION- DESIGN 'C'

THE MR. & MRS. SCOTT BENTON
CHICAGO AVE. DEVELOPMENT

ENGINEERING SOLUTIONS
1010 NORTH MAIN STREET
HARRISONBURG, VA.

P PATTERSON
CONSULTING, LLC
P.O. BOX 2007 HARRISONBURG, VA 22781

 SOTA DRAFTING
4200 WOODLAWN DRIVE
FARMINGTON, VA 22604
PHONE: (540) 833-1300



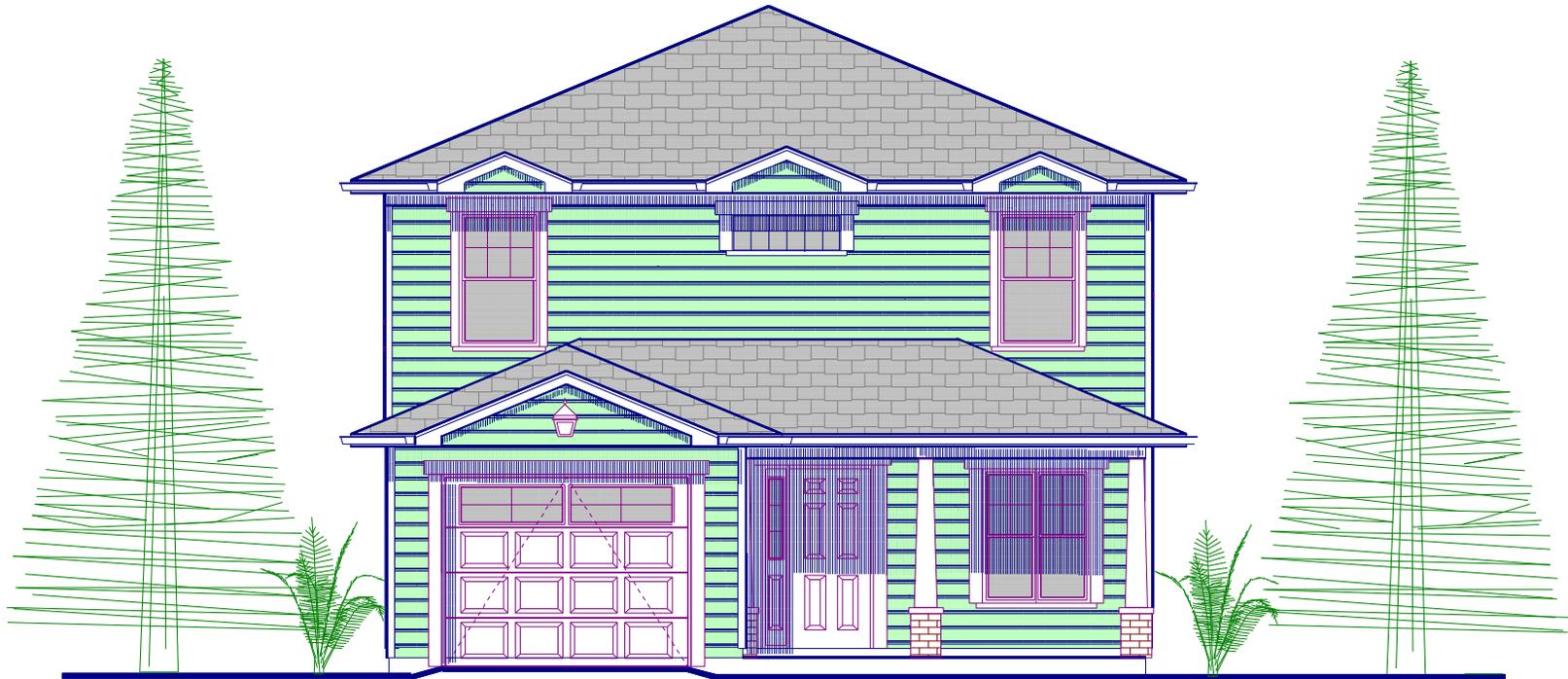
FRONT ELEVATION DESIGN-1

**THE MR. & MRS. SCOTT BENTON
CHICAGO AVE. DEVELOPMENT**

ENGINEERING SOLUTIONS
1010 NORTH MAIN STREET
FARMERSVILLE, VA

PATTERSON
CONSULTING, LLC
1000 W. MAIN STREET, SUITE 100
FARMERSVILLE, VA 22434

 **SOTA DRAFTING**
200 W. MAIN STREET, SUITE 100
FARMERSVILLE, VA 22434



FRONT ELEVATION

**THE MR. & MRS. SCOTT BENTON
CHICAGO AVE. DEVELOPMENT**

ENGINEERING SOLUTIONS
1010 N. MAIN STREET
HARRISONBURG, VA.

PATTERSON
CONSULTING, LLC
1701 BRICK BENT HARRISONBURG, VA 22801

 **SOTA DRAFTING**
2709 W. 131st ST #103
HARRISONBURG, VA
ILLIC 22801 7-8-2021

Appendix B

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE VILLAGE AT CHICAGO PARK SUBDIVISION**

THIS DECLARATION, made on this _____ day of _____, 2014 by _____, a Virginia corporation (Grantor), hereinafter referred to as "Declarant," as the Owner and proprietor of certain Lots of land situate in City of Harrisonburg, Virginia, shown and designated on a plat entitled "The Village at Chicago Park", dated the _____ day of _____, 20____, and made by _____ ("Plat"), which Plat is to be recorded in the Clerk's Office of the Circuit Court of Rockingham, Virginia, immediately prior to the recordation of this instrument. All land shown and described on said Plat shall be referred to herein as the "Properties"; and

WITNESSETH:

WHEREAS, Declarant will convey the said Properties, subject to certain protective covenants, conditions, restrictions, reservations, 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 insuring a uniform mode of development. These easements, covenants, restrictions, and conditions shall run with the land constituting the Properties and shall be binding on all parties having or acquiring any rights, title, or interest in the described Properties or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE ONE
DEFINITIONS

Section 1.1. "Association" shall mean and refer to The Village at Chicago Park Property Owners' Association, its successors and assigns. The Association may or may not be incorporated or organized as a limited liability company.

Section 1.2. "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described on the Plat, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Road and Common Areas.

Section 1.4. "Member" shall mean and refer to every person or entity that owns one (1) or more of the Lots.

Section 1.5. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simply title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.6. "Family" shall mean two (2) or more persons all of whom are related to each other by blood, marriage, or adoption.

Section 1.7. "Common Area" shall mean that portion of the Properties not contained within a public Street, Lot, or Lots, which Common Area shall be controlled and managed by the Declarant or the Association for the benefit of the Owners.

Section 1.8. "Roads" or "Streets" shall mean "Saturday Drive" as shown on the Plat, which shall be constructed to City Of Harrisonburg private street standards and maintained by the Property Owners' Association.

ARTICLE TWO COMPOSITION OF ARCHITECTURAL CONTROL COMMITTEE

Section 2.1. Composition of Architectural Control Committee. The Architectural Control Committee is composed of the _____, a Virginia corporation. A majority of the Committee may designate a representative or representatives to act for it. Upon the completion of the subdivision, the Architectural Control Committee, consisting of at least three (3) in number, shall be elected by the record title Owners of all Lots in said subdivision, each Lot having one (1) vote in such election. Such election may be called by anyone (1) Lot Owner in such subdivision by giving thirty (30) days written notice to all other Owners at the address then listed with the Treasurer of the governmental subdivision having real estate tax jurisdiction over said subdivision.

Section 2.2. Authority of Architectural Control Committee. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change, including paint and trim, roofing, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color of paint, color of roofing, 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 Control Committee. In the event said Board, or its designated 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.

Section 2.3. Fences. All fencing, subject to the decision of the Architectural Control Committee, shall be white vinyl fencing of equal or better quality than Dutchway fencing. Fence height shall not exceed 8'.

Section 2.4. Driveways. All driveways shall be of equal quality and appearance to that installed by the Developer, unless otherwise approved by the Architectural Control Committee.

ARTICLE THREE 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 that 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 that 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 those Owners as defined in Article One 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 Three. 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 fifteen (15) votes for each Lot in which it holds the interest required for membership by Article Three, 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). Developer shall appoint said initial directors, who are not required to be Lot Owners, until such time as eighty percent (80%) of the Lots are independently owned. At that time, the directors shall be elected annually by and from the membership with voting privileges as set forth in Article Three, Section 3.2.

Section 3.3. Association's Authority. The Association shall, have the authority and responsibilities as set forth herein.

Section 3.4. Association Organizational Documents. The Declarant shall prepare and adopt the initial organizational documents and entity form for the Association that shall be binding upon the Owners unless amended or abrogated according to their terms.

ARTICLE FOUR 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. The annual and special 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 such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property 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 Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and relating to the use and enjoyment of the homes situated upon the Properties. The assessments levied by the Association shall also be used to cover the expenses related to the ownership, maintenance, and use of the Common Areas.

Section 4.3. Basis of Annual Assessments. The initial annual assessment shall be set at NINE HUNDRED AND NO/100 DOLLARS (\$900.00) per Lot, and 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. Thereafter, upon a unanimous vote of the Board of Directors the annual assessment may be increased to an amount in excess of NINE HUNDRED AND NO/100 DOLLARS (\$900.00) per Lot in order to meet current and future maintenance costs and operational responsibilities.

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 Section 55-514 of the Code of Virginia, as amended, 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. A special assessment must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members in accordance with the Association's bylaws. Pursuant to Section 55-514 of the Code of Virginia, as amended, a special assessment may be rescinded or reduced upon a majority of votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members in accordance with the Association's bylaws; provided that such meeting to rescind or reduce the special assessment is held within sixty (60) days of notice of the meeting.

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 and shall not exceed one hundred fifty percent (150%) the amount of the annual assessments.

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 that 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 property, pursuant to Section 55-516 of the Virginia Code. 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 Section 55-516 of the Code of Virginia, as amended, 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, pursuant to a deed of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof that 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 and accepted by a local public authority, (ii) all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia and (iii) all common area owned by The Village at Chicago Park Property Owners' Association. However, no land or Improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE FIVE PARTY WALLS

Section 5.1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the duplex homes upon the Properties and placed on the dividing line between the 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 liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 5.2. Sharing of Repair and Maintenance. 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.

Section 5.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, and 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 Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.4. Weatherproofing. Notwithstanding any other provision of this Article, an 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.

Section 5.5. Right to Contribution Runs with the Land. The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5.6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, the Association shall choose a third arbitrator, and the decision shall be by a majority of all the arbitrators, and shall be binding upon all parties.

ARTICLE SIX 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 Village at Chicago Park Property Owners 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 Village at Chicago Park Property Owners Association, after approval by two-thirds (2/3) decision of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel 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 Village at Chicago Park Property Owners 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 Village at Chicago Park Property Owners' 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 tortuous 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 Section 55-516 of the Code of Virginia, as amended.

ARTICLE SEVEN USE RESTRICTIONS

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.

2. No utility, boat, house camper, etc., 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 street or parking area, or Lot within said land area, unless, in the case of commercial equipment, it shall be temporarily within such subdivision for the purpose of performing work therein.

3. No noxious or offensive use of activity shall be carried on upon any Lot or parking area, 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 a nuisance to the neighborhood.

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

5. All units shall have an "estate premium mailbox and post" or of equal quality as approved by the Architectural Control Committee. All mailboxes shall be black in color, with initial mailboxes to be installed by Declarant.

6. 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 property for sale or rent, except signs used by the developer and its agents to advertise the property during the construction and sales period.

7. 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.

8. 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.

9. 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 must not be visible from the street. The installation and screening of any satellite dish is subject to the approval of the Architectural Control Committee.

10. No hedge shall be planted or permitted to grow over three and one-half (3 1/2') feet high along the front or side property lines, nor shall any growth be permitted by any Owner or tenant to extend beyond his property line. Rear lot line is unaffected by #11; no height restrictions at rear lot line.

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

12. The Association shall be responsible for snow removal from the Street shown on the plat recorded herewith, abutting sidewalks, and Lot Owners' sidewalks and driveway. Snow removal from patios, porches, and decks shall be the responsibility of the Lot Owner.

13. The Association shall be responsible for cutting of all grass, weed removal, mulching, plant, and shrub maintenance and replacement for all Lots, City Right-of-Way, and Common Area portions of the Property.

14. The Association shall be responsible for the removal of Lot Owner's trash. The Lot Owner shall place his/her trash in the designated area in the subdivision for removal by the Association.

15. The Association shall maintain and fund via the regular Annual Assessments street lighting on the Property. Declarant will install the initial street lighting.

16. The use of the Common Areas is exclusively reserved to the 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 area sign, fencing, and landscaping, which Common Area improvements and structures shall subsequently be maintained by the Association.

17. The Association shall be responsible for maintaining all private storm drainage systems and stormwater best management practice (BMP) facilities.

18. 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.

19. 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 provision 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.

20. The cost 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 property, and the amount thereof until paid shall constitute a lien upon such offending property, in favor of Association, inferior only to such liens as prescribed in Section 55-516 of the Code of Virginia, as amended.

ARTICLE EIGHT EASEMENTS

Section 8.1. Utility Easements. Easements for installation and maintenance of utilities, walkways, driveways, drainage facilities, sanitary sewer, water line, street lights, and community entrance sign and fencing and access to all Lots are reserved as shown or described on the Plat and designated thereon respectively as Drainage, Utility, Sewer, Detention, and Water Easements. Easements for utilities and maintenance of utilities are reserved over the Lots in The Village at Chicago Park development as necessary for the benefit of said Lots, said locations to be designated by Declarant. 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 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 8.2. Sight Distance Easement. No fences, shrubbery, structures, fill material, or other facilities shall be placed within the bounds of said easement, unless sufficiently detailed plans for such fences, shrubbery, structures, or other facilities are first approved by the Association. The Association shall have the right to trim, maintain, and/or remove any and all plantings or other facilities deemed by it to be an obstruction within the easement; provided, however, that the Association at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the removal of obstructions, and maintenance of said sight distance easement, Such restoration shall include the reseeding or resodding of lawns or pasture areas within and outside the easements, and the replacement of structures and other facilities located outside the easement, but shall not include the replacement of fences, shrubbery, structures, trees, and other facilities located within the easement. This easement shall be perpetual and shall run with the land. This easement shall be binding upon the Owner, its successors and/or assigns, and shall inure to the benefit of the Association / utility, its successors and assigns. These easements are reserved as shown or described on the Plat.

Section 8.3. Landscaping Easement. An Easement for landscaping is reserved across all Lots and Common Areas as shown on the plat recorded herewith. Within this easement, Declarant shall plant the original landscaping. Within this easement, no structure, planting, or other material shall be placed by an Owner or permitted, by an Owner, to remain, which may obstruct or interfere with the planting and maintenance of said vegetation. Provided, however, that the Declarant or the Association may do additional landscaping within this Easement. The Association shall, after the initial planting is complete, be responsible for the care, pruning, and replacement of this vegetation, as it is needed. Therefore, the Association, its agents and assigns, may enter on the Lots over which this easement lies for the purposes aforesaid. The Owner shall not prune, replace, or harm this vegetation. This easement shall be perpetual and shall run with the land. These easements are reserved as shown or described on the Plat.

Section 8.4. Easements of the Association. There is hereby reserved 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, Storm Pipes, Stormwater Management / Best Management Practice (BMP) Facilities, and Landscaping Easements.

Section 8.5. Pipes, Ducts, Cables, Wires, Conduits. Each Owner shall have an easement in common with the Owners of all other Lots to use pipes, wires, ducts, cables, conduits, telephone, and public utility - lines. The Association, its agents, and such telephone, electric, and other utility companies as may be appropriate, but no other person or entity without the consent of the Owner, shall have the right of access to each Lot to inspect the same, to remove violations there from, and to maintain, repair, or replace same. These easements are reserved as shown or described on the Plat.

Section 8.6. 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 8.7. Declarant's Easements to Correct Drainage. 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 8.8. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Declarant or Builders are engaged in developing or improving any portion of the Properties, the Declarant and Builders and their 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 8.9. 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 property for alleged violations of the Governing Documents, 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 or the Supplementary 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 8.10. 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.

Section 8.11. Common area access or Use Easements. There is created a joint easement appertaining to all Lots for ingress, egress, and use of the Common Area created and described herein. Said easement of use and enjoyment of the Common Area by Owners shall be subject to the rights granted to the Association hereunder to control and manage maintenance use of the Common Areas. These joint easement rights granted hereunder also include the right to ingress and egress to the Common Areas as shown on the Plat.

ARTICLE NINE GENERAL PROVISIONS

Section 9.1. 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.

Section 9.2. 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 9.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, 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 this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

A Virginia Corporation

By: _____

COMMONWEALTH OF VIRGINIA,
City of Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, a Virginia corporation, on behalf of said Corporation.

My Commission expires: _____

Notary Public