



CITY OF HARRISONBURG COMMUNITY DEVELOPMENT

409 SOUTH MAIN STREET, HARRISONBURG, VA 22801

OFFICE (540) 432-7700 • FAX (540) 432-7777

To: Planning Commission
From: Department of Community Development
Date: January 10, 2024 (Regular Meeting)
Re: Preliminary Plat – Bluestone Town Center Phase 1

Summary:

Project name	Bluestone Town Center Phase 1
Address/Location	1010 Garbers Church Road, 1645 Erickson Avenue
Tax Map Parcels	117-C-3, 115-B-1 & 4
Total Land Area	+/- 28.31
Property Owner	EP Harrisonburg Owner LLC
Owner's Representative	AES Consulting Engineering
Subdivision Ordinance Variances	Sections 10-2-41 (a), 10-2-42 (c), 10-2-43, 10-2-61 (a)
Staff Recommendation	Approval
Planning Commission	January 10, 2024
City Council	Anticipated February 13, 2024

Background:

The following land uses are located on and adjacent to the property:

Site: Undeveloped land, zoned R-7

North: Single-family detached dwellings, Heritage Oaks Golf Course, zoned R-1

East: Undeveloped land, Heritage Oaks Golf Course, zoned R-7 and R-1

South: Professional offices and retail uses, zoned B-2; non-conforming agricultural use, zoned R-1

West: Non-conforming agricultural use and across Garbers Church Road, Harrisonburg High School, zoned R-1

In February 2023, City Council approved a rezoning of +/- 99.75-acres from R-1, Single-Family Residential District, R-3, Medium Density Residential District, and B-2, General Business District to R-7, Medium Density Mixed Residential Planned Community District. The rezoning included the submission of a required master plan regulating text and an associated master plan layout, which together with the submitted proffers are the “zoning” by which the development must abide. A copy of the master plan and proffers are attached herein.

Note that the acreage impacted is 63.65 acres, however this preliminary plat request is to plat +/- 28.31-acres of the total +/- 99.75-acres of the master planned development.

Key Issues:

The applicant is requesting to preliminarily subdivide +/- 28.31-acres of property by dedicating public street right-of-way for new public streets and by creating 106 townhome lots, 38 single-family detached/manufactured home lots, two multi-family lots, five common area lots, three lots for stormwater management ponds, and one lot for a private street. The applicant plans to construct 83 multifamily dwelling units on lot 145 and 63 multifamily dwelling units, which are planned to be senior housing, on lot 146. The applicant intends to construct the multifamily buildings after construction of the for-sale housing (single-family detached/manufactured homes and townhomes) begins.

The preliminary plat also includes requests for variances to deviate from requirements of the Subdivision Ordinance.

Note that the proposed street names are preliminary. As part of the administrative final platting process, staff will ensure compliance with street naming and addressing standards. The applicant is also aware that the name of the development will likely not be able to be “Bluestone Town Center” due to other streets and developments in the City having similar names. The applicant is working to propose a new name for the development.

Land Use

The Comprehensive Plan designates this site as Low Density Mixed Residential and states:

These areas have been developed or are planned for residential development containing a mix of large and small-lot single-family detached dwellings, where commercial and service uses might be finely mixed within residential uses or located nearby along collector and arterial streets. Duplexes may be appropriate in certain circumstances. Mixed use buildings containing residential and non-residential uses might be appropriate with residential dwelling units limited to one or two dwelling units per building. Attractive green and open spaces are important for these areas and should be incorporated. Open space development (also known as cluster development) is encouraged, which provides for grouping of residential properties on a development site to use the extra land for open space or recreation. The intent is to have innovative residential building types and allow creative subdivision designs that promote neighborhood cohesiveness, walkability, connected street grids, community green spaces, and the protection of environmental resources or sensitive areas (i.e. trees and floodplains). Residential building types such as zero lot-line development should be considered as well as other new single-family residential forms. The gross density of development in these areas should be around 7 dwelling units per acre and commercial uses would be expected to have an intensity equivalent to a Floor Area Ratio of at least 0.4, although the City does not measure commercial intensity in that way.

The preliminary plat complies with the general layout of public streets and housing areas illustrated in the development’s master plan.

The development’s master plan requires that parcels containing single-family detached homes, manufactured homes, duplexes, townhomes, and multifamily units shall have a minimum of one (1) parking space per dwelling unit. For multifamily dwellings designated as senior housing, the master plan requires a minimum of one half (0.5) of a parking space per dwelling unit. Off-street parking

requirements for the proposed multifamily dwellings will be reviewed more closely during the engineered comprehensive site plan review.

The applicant has explained that they plan to have the front facades of most dwellings face public and private streets. The exceptions would be for townhome lots 1-10 and 61-91, which will have the front facades of the dwellings oriented towards the parking lots located in Common Areas 1, 2, and 5. Staff has no concerns with the front facades of lots 61-91 being oriented towards parking lots. However, staff believes lots 1-10 should orient toward the public street. Staff acknowledges that the townhomes would be between four to nine feet above the grade of the Blazing Star public street and believes that despite the grade difference, the community would be better served if the front facades of lots 1-10 are oriented toward the public street. As discussed below, staff is recommending a condition to require the units on those lots to front a public street.

Transportation and Traffic

A Traffic Impact Analysis (TIA) for this development was performed during the rezoning process. The subject property's existing regulating proffers, a Street Improvement Agreement with the City, and the Master Plan – Public Road Layout document, together provide for the necessary mitigations to address the development's impact on the existing streets, as well as, to create a network of connected streets within the development to distribute traffic. The necessary transportation improvements will be constructed as the development progresses.

On sheet 3 of the preliminary plat, while not a requirement of the master plan, the applicant shows a 10 to 20-foot wide public sidewalk easement between the private street identified as Larkspur to Garbers Church Road. Should the need arise in the future for sidewalks at this location, the City could build a sidewalk here. The applicant has also illustrated that they will dedicate public access easements over the Larkspur private street and on Lot 145, which are privately owned and maintained streets, travelways, and sidewalks that will be open for the public to use.

Public Water and Sanitary Sewer

As required, all lots would be served by public water and public sanitary sewer. The preliminary plat illustrates where water and sanitary sewer lines would be provided so that each new lot would have access to public water and sewer.

Subdivision Ordinance Variance Requests

Section 10-2-42 (c) of the Subdivision Ordinance requires all parcels to have public street frontage. The applicant is requesting a variance from Section 10-2-42 (c) to allow townhome lots 1-10 and 34-91 to not have public street frontage. This deviation from the Subdivision Ordinance has been approved multiple times throughout the City for many existing townhome communities and staff has no concerns for this project. The same variance is also needed to allow the creation of common area lot 153.

The second variance request is to Section 10-2-43 of the Subdivision Ordinance, which requires a 10-foot-wide public general utility easement along front lot lines and any lot adjacent to public right-of-way and requires at least a 10-foot-wide public general utility easement centered on the sides or rear of lot lines. Sheet 3 of the preliminary plat illustrates the proposed locations of 10-foot-wide public general utility easements, where some of the locations are modified. Public general utility easements are provided for utilities, including water, sanitary sewer, storm sewer, electric, natural gas, television cable, telephone cable, and others deemed a utility by the City. The proposed public general utility easements would not preclude utility companies from negotiating alternative easements with the property owner(s).

The requirements, as specified in Section 10-2-43, are intended to ensure that necessary areas are reserved for the needed utilities in traditional subdivisions. Staff does not have concern with the proposed development deviating from this section of the Subdivision Ordinance.

The final two variances being requested are from Sections 10-2-41 (a) and 10-2-61 (a), which are associated with public street design standards. Specifically, Section 10-2-41 (a) states that “[p]roposed streets shall conform to the standards and specifications outlined in the Design and Construction Standards Manual (DCSM) except that variances to the standards for streets, alleys, blocks, easements, sidewalks, and all such related features may be approved on a case-by-case basis by the city council when” particular objectives are met. Section 10-2-61 (a) states that “[t]he subdivider is required to make all such improvements to streets, including grading, subgrade, surface, and curbs and gutters, in accord with the requirements of the city's DCSM.” In particular, the applicant is requesting to deviate from DCSM Sections 3.10.2.3 and 3.6.4.1. The applicant has submitted supporting documentation explaining the reasons for the requested variances. Staff supports all of the variances that have been requested.

Housing Study

The City’s Comprehensive Housing Assessment and Market Study (Housing Study) places the subject site within Market Type B, which has “neighborhoods [that] are characterized by high income earning households, large volumes of housing sales and lower population growth.” The Housing Study further notes that houses in these markets are quick to sell and that “[p]riorities and policies that are appropriate to Market Type B areas include the preservation of existing affordable housing while at the same time working to increase access to amenities.”

Public Schools

The student generation attributed to the proposed residential units is estimated to be 100 students. Based on the School Board’s current adopted attendance boundaries, Bluestone Elementary School, Thomas Harrison Middle School, and Harrisonburg High School would serve the students residing in this development. Harrisonburg City Public Schools (HCPS) staff noted that schools are over capacity in three of the six elementary schools. Note that the City has been planning for the purchase of land for a 7th elementary school for a number of years as such a project continues to be listed in the City’s Capital Improvement Program.

Recommendation

Aside from the variance requests as described herein, the preliminary plat meets all other requirements of the Subdivision Ordinance. Staff supports the variance requests and recommends approval of the preliminary plat with the following condition attached to the variance from Section 10-2-42 (c):

- Exclusive of multi-family units, all units shall have their front facade facing a public or private street, except that lots 61-91 may front facades toward private parking lots.

Environmental Impact:

N/A

Fiscal Impact:

N/A

Prior Actions:

N/A

Alternatives:

- (a) Recommend approval of the preliminary plat and variances as requested;
- (b) Recommend approval of the preliminary plat and variances with conditions; or
- (c) Recommend denial of the request.

Community Engagement:

As required by the Subdivision Ordinance, a sign was posted giving public notice to the request for a variance to deviate from the standards of the Subdivision Ordinance.

Recommendation:

Staff recommends alternative (b) approval of the preliminary plat and variances with conditions.

Attachments:

- 1. Site maps
- 2. Application and supporting documents
- 3. 2023 Bluestone Town Center Master Plan and Proffers

Review:

N/A



CITY OF HARRISONBURG
COMMUNITY
DEVELOPMENT

Preliminary Subdivision
Plat Application

www.harrisonburgva.gov/subdividing-property

PROPERTY INFORMATION

Title of Subdivision: Bluestone Town Center

See attached Sheet

115-B-1,4; 117-C-3

Property Address(es)

Tax Map Parcel(s)/ID(s)

63.66 (27.89± acres to be platted)

156

R-7

Total Acreage

Number of Lots Proposed

Zoning Classifications

PROPERTY OWNER INFORMATION

EP HARRISONBURG OWNER LLC

601 506 5026

Property Owner Name

Telephone

1888 MAIN ST SUITE C163

tmccarty@equityplusllc.com

Street Address

E-Mail

Madison

MS

39110

City

State

Zip

OWNER'S REPRESENTATIVE INFORMATION (if applicable)

Owner's Representative

Telephone

Street Address

E-Mail

City

State

Zip

SURVEYOR INFORMATION

AES Consulting Engineers; Attn: Joe Flint

804-330-8040

Name

Telephone

4120 Cox Road Suite D

Joseph.flint@aesva.com

Street Address

E-Mail

Glen Allen

VA

23060

City

State

Zip

VARIANCES

☐
☒

No variances requested. (Continue to next section.)

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

I (we) hereby apply for a variance from:

☐

The Harrisonburg Subdivision Ordinance section(s): _____

☐

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


which requires:

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

CERTIFICATION

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

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



PROPERTY OWNER

1/4/24

DATE

REQUIRED ATTACHMENTS

- ☒ Letter explaining proposed use & reasons for seeking Preliminary Subdivision Plat Approval.
- ☒ Plat of properties meeting requirement of Subdivision Ordinance Section 10-2-23 – see checklist.
- ☐ Traffic Impact Analysis (TIA) Determination Form OR Traffic Impact Analysis (TIA) Acceptance Letter signed by Public Works Department. Applicant is responsible for coordinating with Public Works prior to submitting this application. For more information, visit www.harrisonburgva.gov/traffic-impact-analysis. TIA completed at rezoning phase.

TO BE COMPLETED BY PLANNING & ZONING DIVISION

Date Form Received

Form Received By

Total Fees Due: \$ _____
Application Fee:
w/o Variance Request \$175.00 plus \$20.00 per lot
with Variance Request \$200.00 plus \$20.00 per lot



566 East Market Street
Harrisonburg, VA 22801
Phone (540) 432-9555
aesva.com

January 2, 2024

Thanh Dang
Department of Planning and Community Development
409 South Main Street
Harrisonburg, VA 22801
Thanh.Dang@harrisonburgva.gov

SUBJECT: Bluestone Town Center Preliminary Subdivision Plat Application B02935

Dear Ms. Dang,

AES Consulting Engineers, on behalf of EP Harrisonburg Owner LLC, is submitting a preliminary subdivision plat application for TM 115 B 1 4 & 117 C 3.

The application submitted is for the subdivision of Phase 1 of the Bluestone Town Center Project. It is a portion of the Bluestone Town Center rezoning (File # ID 23-018 Version: 1) that was approved by City Council on February 28, 2023.

The preliminary plat divides two existing parcels into 156 lots (106 townhome lots, 38 single family detached lots, 2 multifamily lots, 9 common area lots, and a lot that contains the remainder of 115 B 1 4). A portion of the property will also be dedicated as public ROW.

We thank you for your time in reviewing this preliminary subdivision plat application.

Cordially,

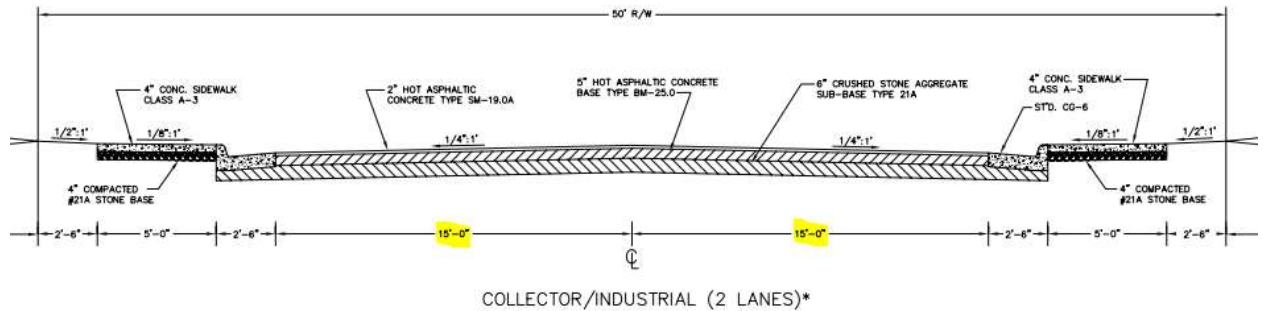
A handwritten signature in black ink, appearing to read 'Edmond H. Blackwell'.

Edmond H. Blackwell, P.E.
Civil Engineer

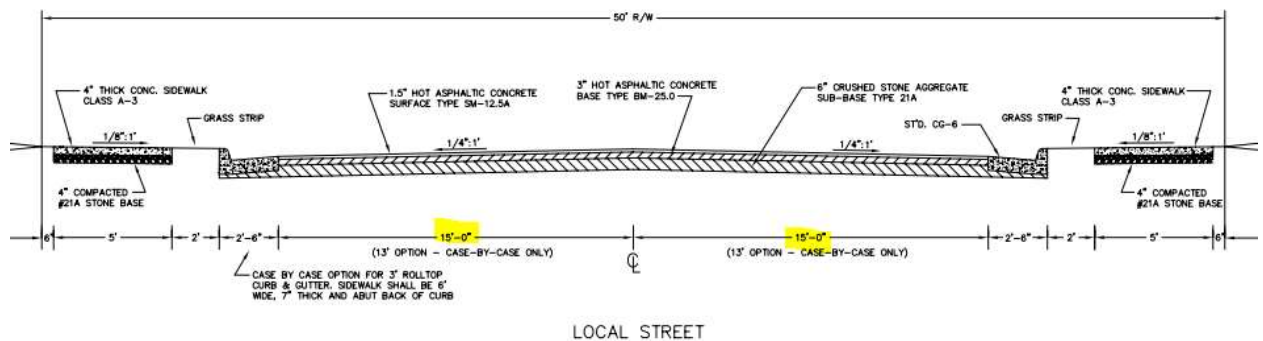
I (we) hereby apply for a variance from:

From the Design and Construction Standards Manual:

1. Section 3.10.2.3 states that commercial and multifamily entrances on local streets must be a minimum of 50' away from public street intersections, measured from end of curb radius at street intersection on the local street, along face of curb to beginning of curb radius for proposed entrance. The applicant requests a variance to allow the beginning of the curb radius of the entrance to Lot 146 be 47.5' away from the intersection, to allow the entrance to be equidistantly spaced between entrance to lot 145 and the intersection of Mountain Mint & Iris.
2. Section 3.6.4.1 states that typical street sections be governed by Appendix F, which requires a minimum 50' ROW for collector streets. The applicant requests a variance from the 50' width requirement, and is proposing a 42' ROW on the section of Bluebell Drive from Hidden Creek Lane to Blazing Star as notated in the Typical Road Section schedule on Sheet 2 of the preliminary plat (which is a revised version of the schedule on Sheet 2 of the approved master plan that was coordinated with the Department of Public Works at the rezoning phase).
3. Section 3.6.4.1 states that typical street sections be governed by Appendix F, which requires a minimum 50' ROW for local streets. The applicant requests a variance from the 50' width requirement, and is proposing a 45' ROW on several local streets as notated in the Typical Road Section schedule on Sheet 2 of the preliminary plat (which is a revised version of the schedule on Sheet 2 of the approved master plan that was coordinated with the Department of Public Works at the rezoning phase).
4. Section 3.6.4.1 states that typical street sections be governed by Appendix F, which requires a minimum 15' lane width, exclusive of gutter, for 2-lane collector/industrial streets (see Appendix F extract, below). The applicant is requesting a variance from the collector street width minimum, instead proposing 11' wide lanes, exclusive of gutter, on the collector street segments, as notated in the Typical Road Section schedule on Sheet 2 of the preliminary plat. The 11' lane width is in accord with Geometric Design Standard for urban collector streets found in the Virginia Department of Transportation's Road Design Manual and decided upon in cooperation with the Public Works Department. Road segments using the 11' lane width will have a marked centerline, and no on-street parking will be permitted.



5. Section 3.6.4.1 states that typical street sections be governed by Appendix F, which requires a minimum 30' pavement width (15' lane width), exclusive of gutter, for local streets (see Appendix F extract, below). Section 3.6.4.3 states that a "reduction in street width to 26 feet of pavement, exclusive of gutter, shall be allowed for Local Streets carrying less than 200 vehicles per day if requested by the applicant during review of the preliminary plat. Such reduction, however, must be accompanied by the restriction of on street parking to one side of the street only. Plans shall show required "No Parking This Side" signage where appropriate and in accordance with MUTCD and City Standards. The developer shall install such signage." The applicant is requesting a variance to both the 30' and 26' street width minimums (15' and 13' lanes, respectively), instead proposing a 25' street width (12.5' lanes), exclusive of gutter, for two-lane local streets, with parking on one side. This width is a modified version of VDOT's Geometric Standard for Residential and Mixed Use Subdivision Streets, found in the VDOT Road Design Manual, and decided upon in cooperation with the Public Works Department. Additionally, the applicant requests that vehicles per day be removed as a restriction for allowing a minimum lane width reduction. "No parking signs" will be posted in accordance with Harrisonburg Police Department requirements for enforceability.



From the Harrisonburg Subdivision Ordinance:

6. Sec. 10-2-42.(c) states that "All lots shall front on a public street and no lot shall embrace any portion of a street or alley." The applicant is requesting a variance for this on townhome lots, as not all townhome lots are adjacent to public streets. Street layout is

per the approved master plan that was coordinated with the department of public works at the rezoning phase.

7. Sec. 10-2-43 states that “a ten-foot-wide utility easement shall be provided along front lot lines or any lot line adjacent to a public right-of-way. In addition, easements at least ten (10) feet wide, centered on the side or rear lot lines, shall be provided for utilities and drainage.” The preliminary plat illustrates 10-ft public general utility easements at modified locations, where the 10-ft easement might not be centered on side or rear lot lines.

File: S:\085\02035 Bluestone Town Center\01-Project\Engineering\Plans\Preliminary\Plot\02035-Preliminary Plot Sheet 1.dwg Printed: January 5, 2024

- LEGEND**
- IRF ○ IRON ROD FOUND
 - IPF ○ IRON PIPE FOUND
 - BENCHMARK
 - SEWER MANHOLE
 - STORM MANHOLE
 - STORM GRATE
 - ELECTRICAL BOX
 - GUY WIRE
 - UTILITY POLE
 - WATER VALVE
 - FIRE HYDRANT
 - BUSH/TREE
 - OVERHEAD UTILITIES
 - S — SEWER LINE
 - T — TREE LINE
 - B — BRUSH LINE
 - X — FENCE LINE
 - — EXISTING CONTOUR
 - — EXISTING INDEX CONTOUR
 - — EXISTING PROPERTY LINE

VICINITY MAP

GRAPHIC SCALE

SCALE: 1"=1000'

AREA TO BE PLATTED

CIVIL DESIGN:
AES CONSULTING ENGINEERS
ATTN: HUNTER KNOPF
566 EAST MARKET STREET
HARRISONBURG, VA 22801
540-432-9555

OWNER/DEVELOPER:
EP HARRISONBURG OWNER LLC
1888 MAIN ST SUITE C163
MADISON, MS 39110
(601) 506-5026

PROPERTY INFO:

N/F
EP HARRISONBURG OWNER LLC
ACCT.#: 117-C-3
5691, PG. 394
1010 GARBERS CHURCH RD.
17.21 ACRES

N/F
EP HARRISONBURG OWNER LLC
ACCT.#: 115-B-1-4
5691, PG. 400
1645 ERICKSON AVE.
46.44 ACRES

APPROX 11.1 ACRES± TO BE PLATTED

N/F C/O
WHOLESALE PROPERTY LLC
ACCT.#: 115-B-2
DB. 5276, PG. 407
1775 ERICKSON AVE.

N/F
EP HARRISONBURG OWNER LLC
ACCT.#: 021-K-4
DB. 5691, PG. 388
1781 S. HIGH ST.

N/F
CITY OF HARRISONBURG
ACCT.#: 116-B-6
DB. 1626, PG. 386
1211 S. DOGWOOD DR.

N/F
CITY OF HARRISONBURG
ACCT.#: 116-B-5
DB. 1490, PG. 464
950 GARBERS CHURCH RD.

N/F
CITY OF HARRISONBURG
ACCT.#: 116-A-2
DB. 922, PG. 262
0 GARBERS CHURCH RD.

N/F
CITY OF HARRISONBURG
ACCT.#: 117-D-3
DB. 2956, PG. 81
690 GARBERS CHURCH RD.

N/F
EP HARRISONBURG OWNER LLC
ACCT.#: 117-C-3
DB. 5691, PG. 394
1010 GARBERS CHURCH RD.

N/F
DAVID J. &
ELIZABETH JERLINSKI
ACCT.#: 117-C-1
DB. 2914, PG. 254
880 GARBERS
CHURCH RD.

N/F
T. CARTER &
JENNIFER M. HOLDEN
ACCT.#: 117-C-2
DB. 3760, PG. 284
920 GARBERS CHURCH
RD.

N/F
E. MARTIN CLARK
ACCT.#: 115-A-2
DB. 5476, PG. 395
1110 GARBERS CHURCH RD.

N/F
ROY B. & AGNES G. POWELL
ACCT.#: 115-A-1
DB. 248, PG. 549
1555 ERICKSON AVE.

GRAPHIC SCALE

SCALE: 1"=100'

THIS PLAN HAS
NOT RECEIVED
FINAL APPROVAL
AND IS NOT
APPROVED FOR
CONSTRUCTION.

566 East Market Street
Harrisonburg, Virginia 22801
Phone: (540) 432-9555
www.aesva.com

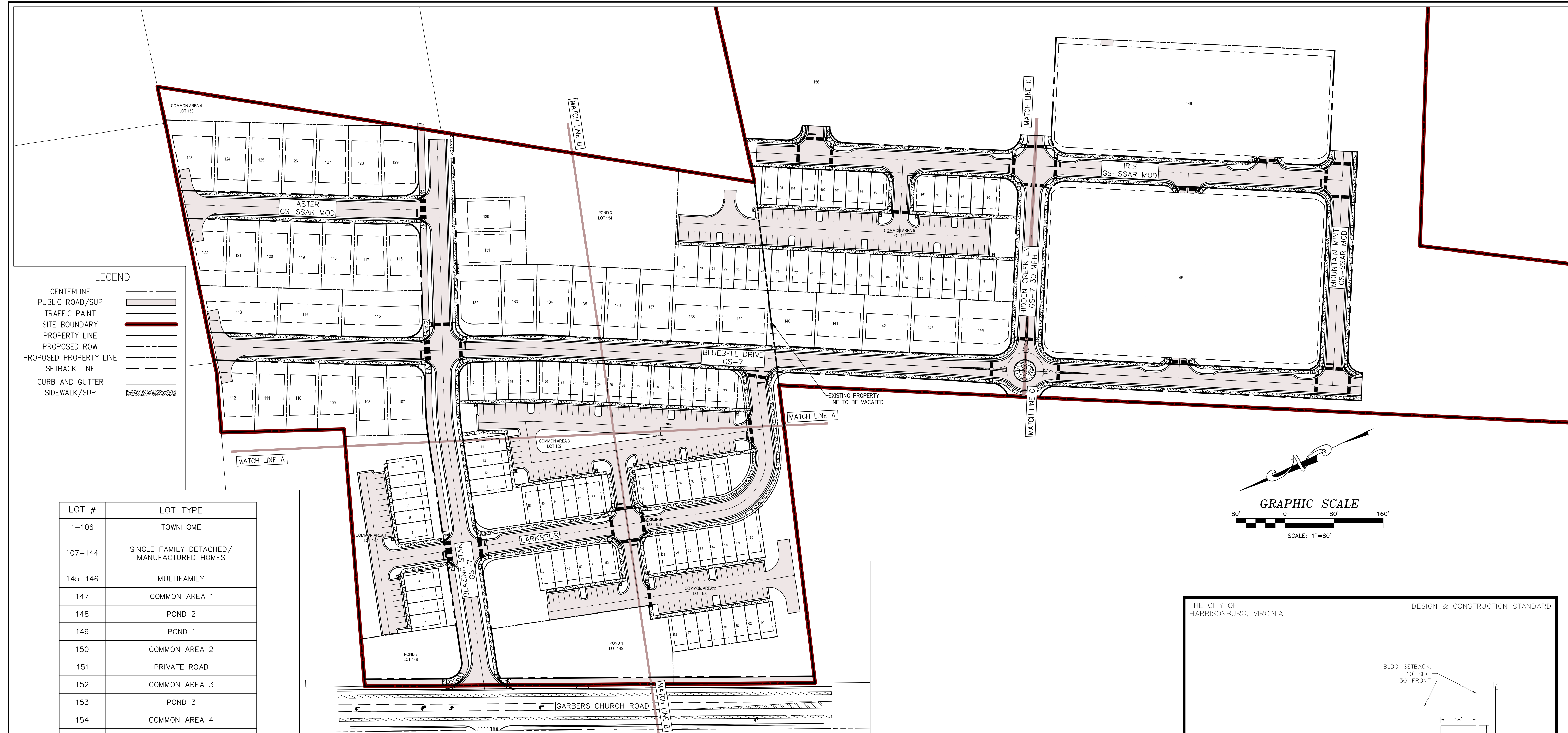
AES
CONSULTING ENGINEERS
Aurora, Illinois | Central Virginia | Middle Peninsula | Shenandoah Valley

PRELIMINARY PLAT
FOR
BLUESTONE TOWN CENTER
PHASE 1
EQUITY PLUS, LLC
CITY OF HARRISONBURG, VIRGINIA

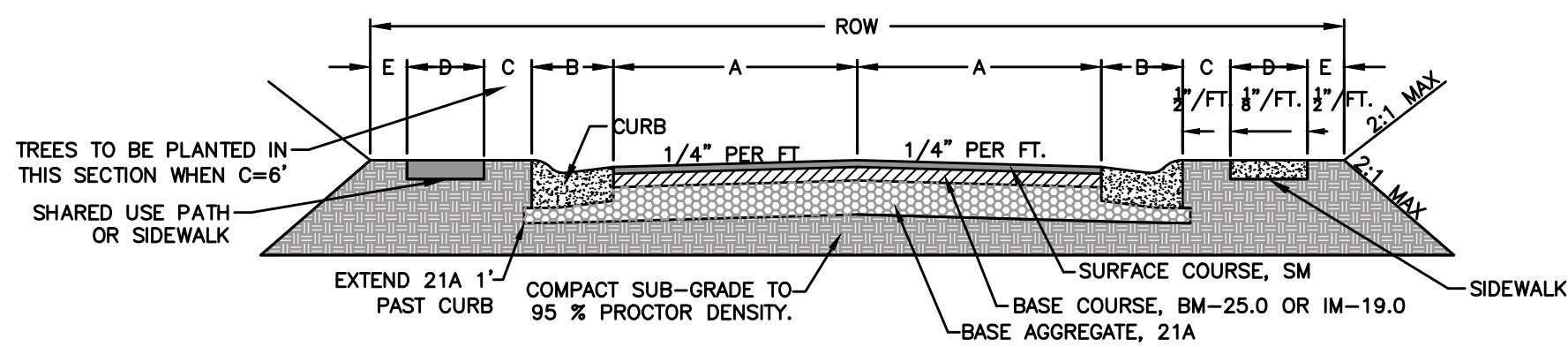
Project Contacts: NHK
Project Number: B2935-01
Scale: AS NOTED
Date: 10/5/2023
Sheet Title:
**EXISTING
CONDITIONS**

Sheet Number

1



LOT #	LOT TYPE
1-106	TOWNHOME
107-144	SINGLE FAMILY DETACHED/ MANUFACTURED HOMES
145-146	MULTIFAMILY
147	COMMON AREA 1
148	POND 2
149	POND 1
150	COMMON AREA 2
151	PRIVATE ROAD
152	COMMON AREA 3
153	POND 3
154	COMMON AREA 4
155	COMMON AREA 5
156	REMAINDER OF TM# 115 B 1 4
-	PUBLIC ROW



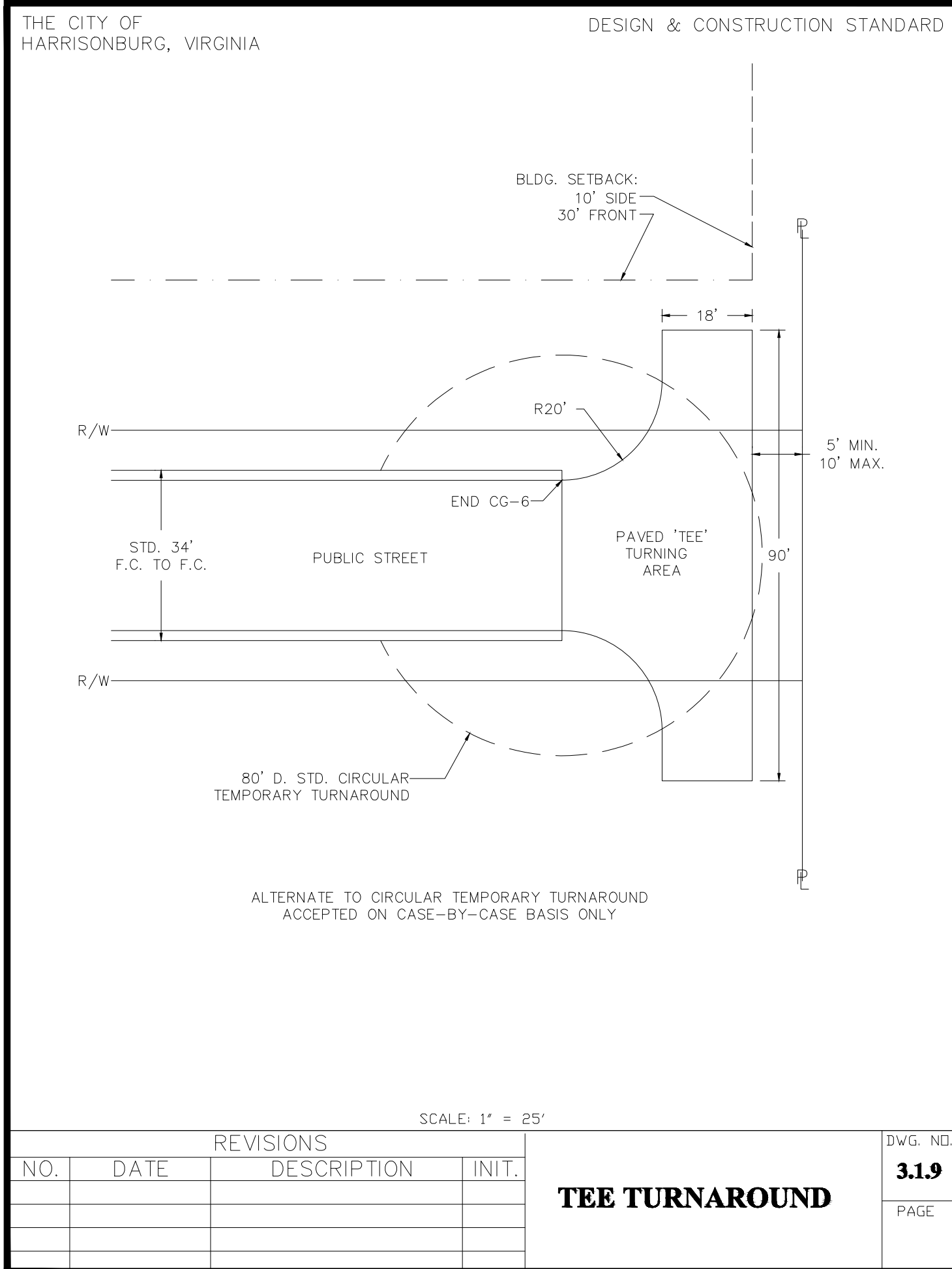
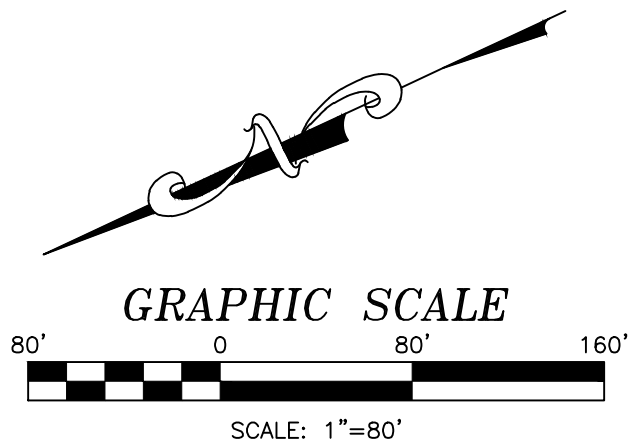
TYPICAL ROAD SECTION

VARIANCE NUMBER	ROAD	START STATION	END STATION	FUNCTIONAL CLASSIFICATION	DESIGN STANDARD	Design Speed	ON-STREET PARKING	TRAFFIC CALMING MEASURES	ROW	A	B	C	D	E	CURB FACE TO F ACE	CURB TYPE
4	HIDDEN CREEK LAKE	IRIS	BLUEBELL DRIVE	Collector/ Avenue	GS-7 (Urban Collector)	30 mph	NO	NO	50'	11'	2.5'	6' SW	5' SW	0.5' SW	26'	C/G-6
	LARKSPUR	START	END	Local	Private	25 mph	ONE SIDE	NO	45' MIN.	12.5'	2.5'	2'	5'	0.5'	29'	C/G-6
3,5	BLUEBELL DRIVE	ERICKSON	HIDDEN CREEK LN	Local	GS-SSAR MOD (2001-4000)	25 mph	ONE SIDE	YES	45'	12.5'	2.5'	2'	5'	0.5'	29'	C/G-6
2,4	BLUEBELL DRIVE	HIDDEN CREEK LN	BLAZING STAR	Collector/ Avenue	GS-7 (Urban Collector)	25 mph	NO	NO	42'	11'	2.5'	2'	5'	0.5'	26'	C/G-6
3,5	BLUEBELL DRIVE	BLAZING STAR	END	Local	GS-SSAR MOD (2001-4000)	25 mph	ONE SIDE	NO	45'	12.5'	2.5'	2'	5'	0.5'	29'	C/G-6
3,5	ASTER	START	END	Local	GS-SSAR MOD (UP TO 2000)	25 mph	ONE SIDE	NO	45'	12.5'	2.5'	2'	5'	0.5'	29'	C/G-6
1,3,5	IRIS	START	END	Local	GS-SSAR MOD (UP TO 2000)	25 mph	ONE SIDE	NO	45'	12.5'	2.5'	2'	5'	0.5'	29'	C/G-6
3,5	MOUNTAIN MINT	START	END	Local	GS-SSAR MOD (UP TO 2000)	25 mph	ONE SIDE	NO	45'	12.5'	2.5'	2'	5'	0.5'	29'	C/G-6
4	BLAZING STAR	GARBERS CHURCH RD	BLUEBELL DRIVE	Collector/ Avenue	GS-7 (Urban Collector)	25 mph	NO	NO	55.5'	11'	2.5'	6' SUP* 6' SW	10' SUP 5' SW	1.0' SUP 0.5' SW	26'	C/G-6
5	BLAZING STAR	BLUEBELL DRIVE	END	Local	GS-SSAR MOD (UP TO 2000)	25 mph	ONE SIDE	NO	58.5'	12.5'	2.5'	6' SUP* 6' SW	10' SUP 5' SW	1.0' SUP 0.5' SW	29'	C/G-6

*SUP = SHARED USE PATH; SW = SIDEWALK

- CITY TO PROVIDE INFORMATION ON TREES TO BE PLANTED IN THE 6' BUFFER SPACE BETWEEN THE CURB AND SUP (SEE COLUMN C FOR SECTIONS WITH 6' BUFFER*).
- AN EASEMENT THAT EXTENDS 1' AND 0.5' PAST THE EDGE OF THE SHARED-USE-PATH AND SIDEWALK, RESPECTIVELY, WILL BE REQUIRED FOR ANY PART OF A SHARED-USE-PATH OR SIDEWALK THAT EXTENDS PAST THE R.O.W. [TO BE FINALIZED ON FINAL PLAT]

TYPICAL ROAD SECTION SCHEDULE



Rev	Date	Description
4	1/2/2024	REVISED EASEMENTS
3	1/2/2024	SHIFTED LOT LINES
2	12/2/2023	REVISED PER CITY COMMENTS
1	11/3/2023	REVISED BLAZING STAR TYPICAL SECTION
		REVISED PER CITY COMMENTS
		REVISED PER CITY COMMENTS

THIS PLAN HAS NOT RECEIVED FINAL APPROVAL AND IS NOT APPROVED FOR CONSTRUCTION.

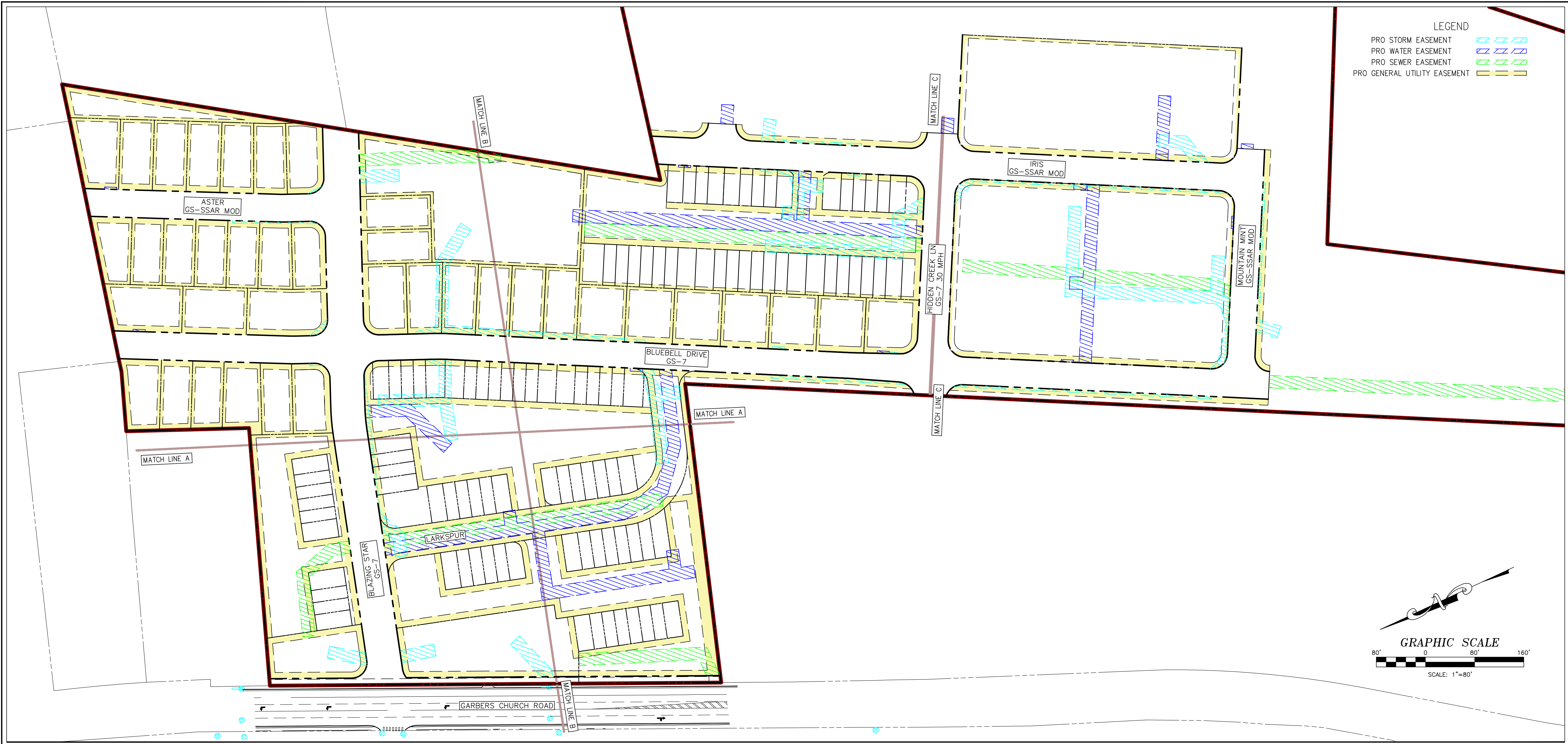
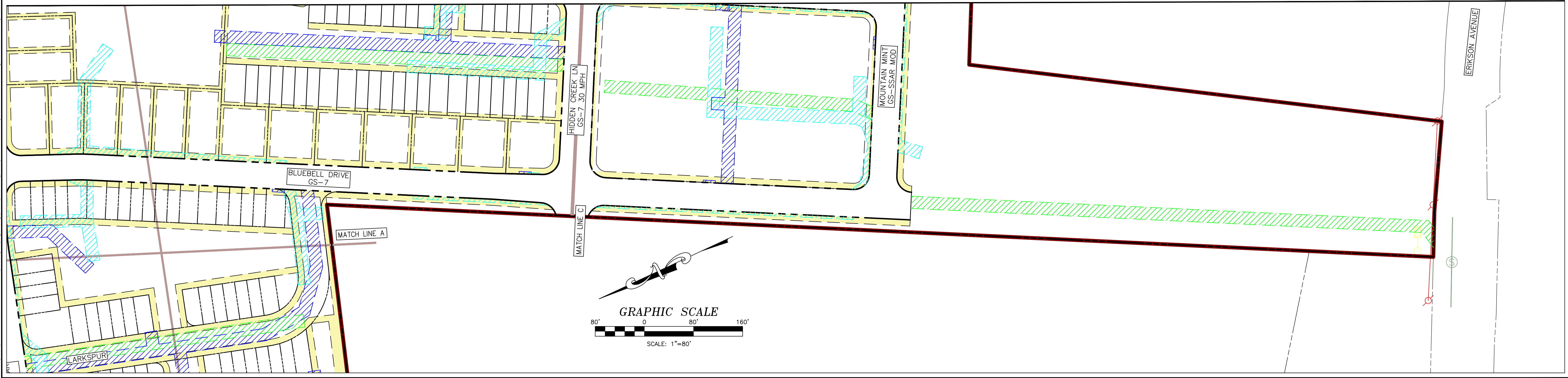
500 East Main Street
Harrisonburg, Virginia 22801
Phone: (540) 432-9555
www.aesva.com

AESVA
CONSULTING ENGINEERS
Formerly Blackwell Engineering
Hampton Roads | Central Virginia | Middle Peninsula | Shenandoah Valley

PRELIMINARY PLAT FOR
BLUESTONE TOWN CENTER
PHASE 1
EQUITY PLUS, LLC
CITY OF HARRISONBURG, VIRGINIA

Project Contacts: NHK
Project Number: B2935-01
Scale: 1" = 80' Date: 10/5/2023
Sheet Title: LOT LAYOUT
Sheet Number: 2

Pl: S:\035\2935 - Bluestone Town Center\01-Project\Engineering\Draws\Utility\Draw\2935-Utility\Draw\Sheet 3 & 4.dwg Printed: January 5, 2024



LEGEND

PRO STORM EASEMENT	
PRO WATER EASEMENT	
PRO SEWER EASEMENT	
PRO GENERAL UTILITY EASEMENT	

PRELIMINARY PLAT
FOR
BLUESTONE TOWN CENTER
PHASE 1
EQUITY PLUS, LLC
CITY OF HARRISONBURG, VIRGINIA

Project Contacts: NPK	
Project Number: B2935-01	
Scale: 1" = 80'	Date: 10/5/2023
Sheet Title: UTILITY EASEMENTS	

ADS
CONSULTING ENGINEERS
Formerly Blackwell Engineering
Hampton Roads | Central Virginia | Middle Peninsula | Shenandoah Valley

505 East Market Street
Harrisonburg, Virginia 22801
Phone: (540) 432-9555
www.adsva.com

THIS PLAN HAS
NOT RECEIVED
FINAL APPROVAL
AND IS NOT
APPROVED FOR
CONSTRUCTION.

Rev.	Date	Description	Revised By
4	10/20/24	REVISED EASEMENTS	BWK
3	1/2/2024	SHIFTED LOT LINES	BWK
2	12/27/2023	REVISED PER CITY COMMENTS	BWK
2	11/01/2023	REVISED BLAZING STAR TYPICAL SECTION	BWK
1	11/03/2023	REVISED PER CITY COMMENTS	BWK

D:\S:\08\2935 - Bluestone Town Center\01-Project\Engineering\Plans\Preliminary\Plan\2935 - Preliminary\Plan Sheet 3 & 4.dwg Printed: January 5, 2024



Rev.	Date	Description
4	1/5/2024	REVISED EASEMENTS
3	1/2/2024	SHIFTED LOT LINES
2	1/27/2023	REVISED PER CITY COMMENTS
1	11/01/2023	REVISED BLAZING STAR TYPICAL SECTION
1	11/01/2023	REVISED PER CITY COMMENTS

THIS PLAN HAS
NOT RECEIVED
FINAL APPROVAL
AND IS NOT
APPROVED FOR
CONSTRUCTION.

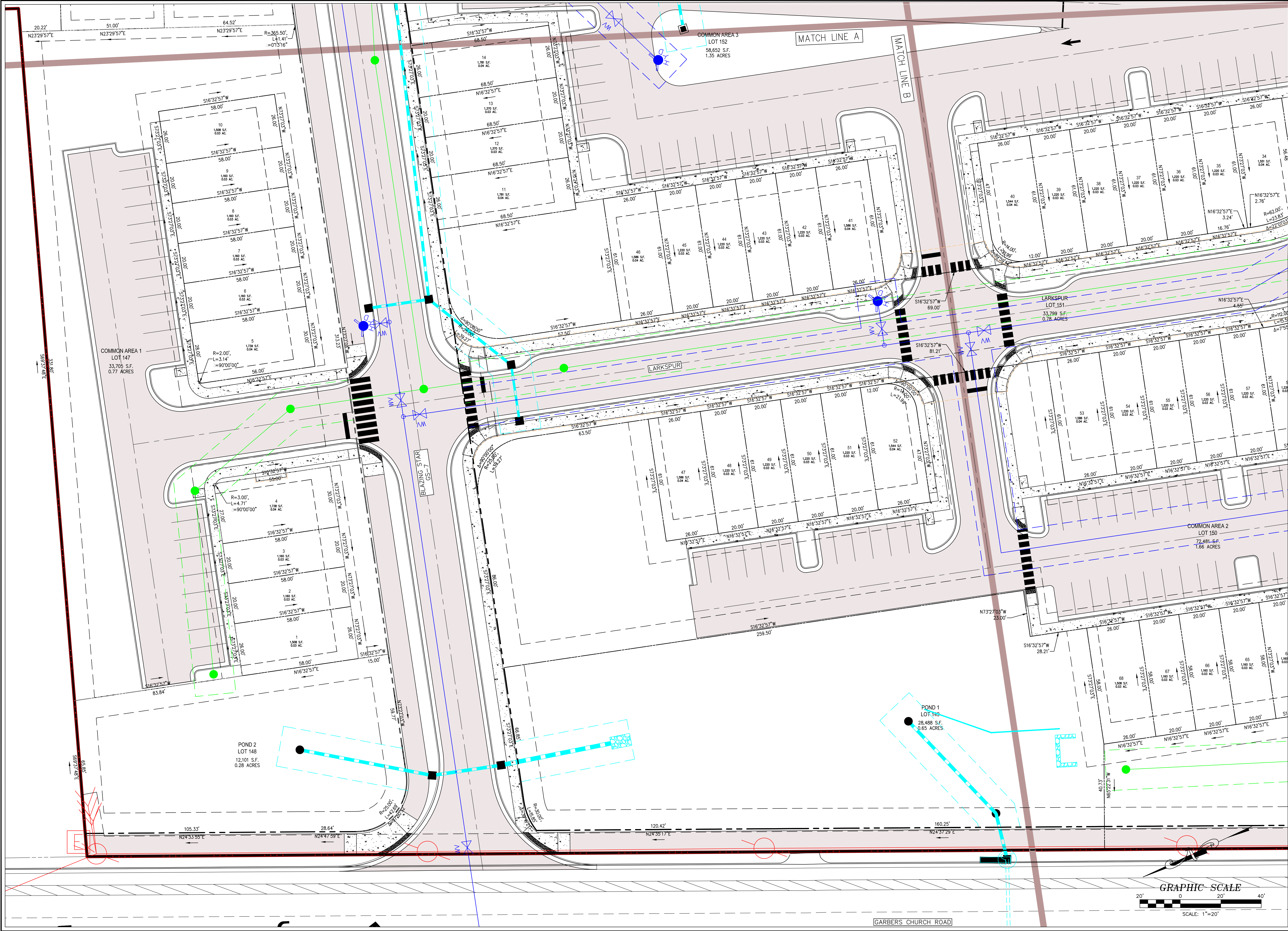
505 East Main Street
Hampton, Virginia 22801
Phone: (540) 432-9555
www.aieva.com

AIEVA
CONSULTING ENGINEERS
Formerly Blackwell Engineering
Hampton Roads | Central Virginia | Middle Peninsula | Shenandoah Valley

PRELIMINARY PLAN
FOR
BLUESTONE TOWN CENTER
PHASE 1
EQUITY PLUS, LLC
CITY OF HARRISONBURG, VIRGINIA

Project Contacts: NHK	
Project Number: B2935-01	
Scale: 1" = 80'	Date: 10/5/2023
Sheet Title: EASEMENTS	

File: S:\V085\02035 - Bluestone Town Center\01-Project\Engineering\Plans\Preliminary\Plot\02035-Preliminary Plot Sheet 3.dwg Printed: January 5, 2024



Rev.	Date	Description
1	11/09/2023	REVISED PER CITY COMMENTS
2	11/13/2023	REVISED PER CITY COMMENTS
3	10/22/2024	REVISED PER CITY COMMENTS
4	10/22/2024	REVISED EASMENTS
5		REVISED LOT LINES

THIS PLAN HAS
NOT RECEIVED
FINAL APPROVAL
AND IS NOT
APPROVED FOR
CONSTRUCTION.

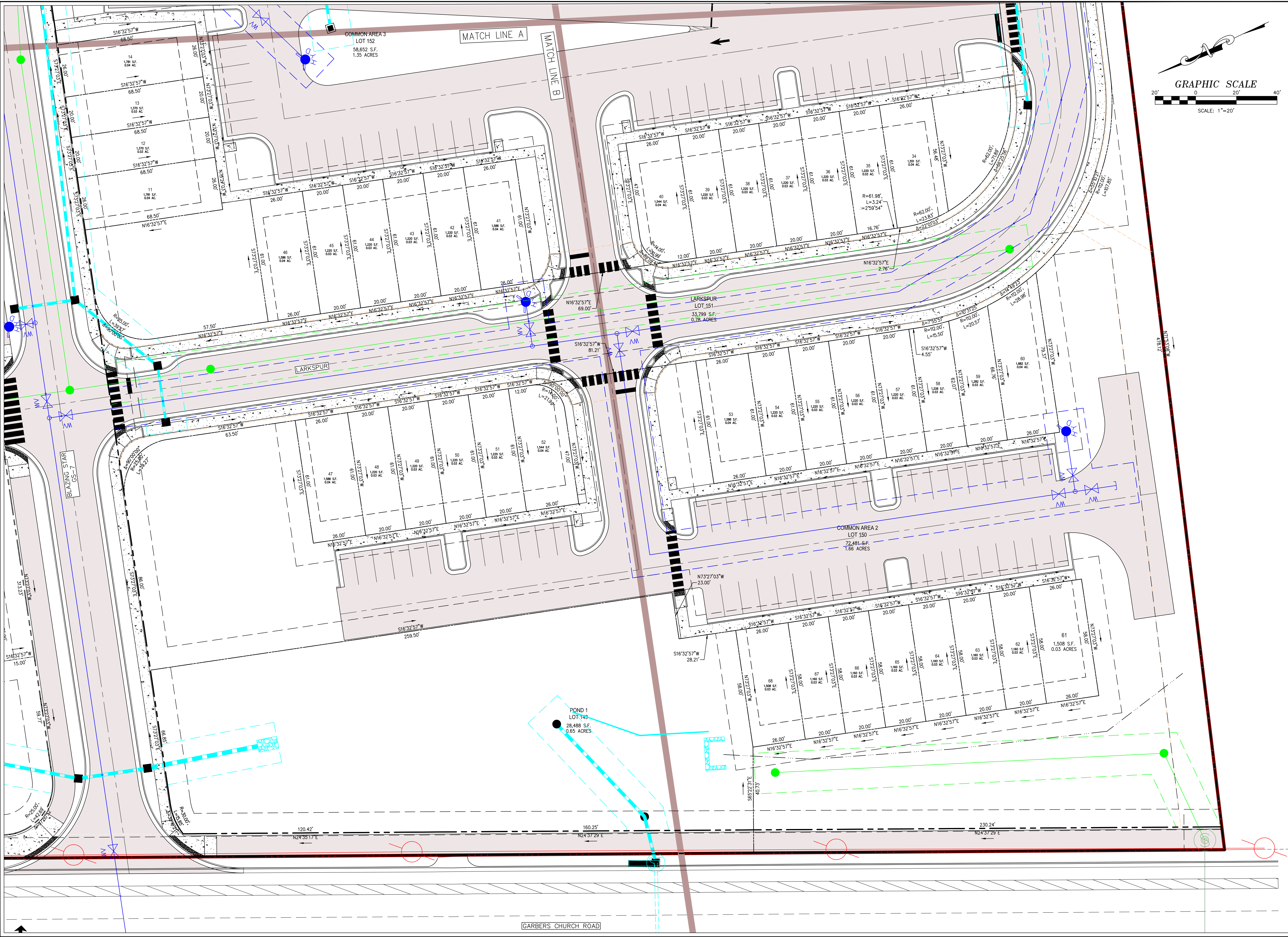
566 East Market Street
Harrisonburg, Virginia 22801
Phone: (540) 455-6555
www.aesva.com

AES
CONSULTING ENGINEERS
AEC | B2B | B2C | B2G | B2I | B2J | B2K | B2L | B2M | B2N | B2O | B2P | B2Q | B2R | B2S | B2T | B2U | B2V | B2W | B2X | B2Y | B2Z | B2AA | B2AB | B2AC | B2AD | B2AE | B2AF | B2AG | B2AH | B2AI | B2AJ | B2AK | B2AL | B2AM | B2AN | B2AO | B2AP | B2AQ | B2AR | B2AS | B2AT | B2AU | B2AV | B2AW | B2AX | B2AY | B2AZ | B2BA | B2BB | B2BC | B2BD | B2BE | B2BF | B2BG | B2BH | B2BI | B2BJ | B2BK | B2BL | B2BM | B2BN | B2BO | B2BP | B2BQ | B2BR | B2BS | B2BT | B2BU | B2BV | B2BW | B2BX | B2BY | B2BZ | B2CA | B2CB | B2CC | B2CD | B2CE | B2CF | B2CG | B2CH | B2CI | B2CJ | B2CK | B2CL | B2CM | B2CN | B2CO | B2CP | B2CQ | B2CR | B2CS | B2CT | B2CU | B2CV | B2CW | B2CX | B2CY | B2CZ | B2DA | B2DB | B2DC | B2DD | B2DE | B2DF | B2DG | B2DH | B2DI | B2DJ | B2DK | B2DL | B2DM | B2DN | B2DO | B2DP | B2DQ | B2DR | B2DS | B2DT | B2DU | B2DV | B2DW | B2DX | B2DY | B2DZ | B2EA | B2EB | B2EC | B2ED | B2EE | B2EF | B2EG | B2EH | B2EI | B2EJ | B2EK | B2EL | B2EM | B2EN | B2EO | B2EP | B2EQ | B2ER | B2ES | B2ET | B2EU | B2EV | B2EW | B2EX | B2EY | B2EZ | B2FA | B2FB | B2FC | B2FD | B2FE | B2FF | B2FG | B2FH | B2FI | B2FJ | B2FK | B2FL | B2FM | B2FN | B2FO | B2FP | B2FQ | B2FR | B2FS | B2FT | B2FU | B2FV | B2FW | B2FX | B2FY | B2FZ | B2GA | B2GB | B2GC | B2GD | B2GE | B2GF | B2GG | B2GH | B2GI | B2GJ | B2GK | B2GL | B2GM | B2GN | B2GO | B2GP | B2GQ | B2GR | B2GS | B2GT | B2GU | B2GV | B2GW | B2GX | B2GY | B2GZ | B2HA | B2HB | B2HC | B2HD | B2HE | B2HF | B2HG | B2HH | B2HI | B2HJ | B2HK | B2HL | B2HM | B2HN | B2HO | B2HP | B2HQ | B2HR | B2HS | B2HT | B2HU | B2HV | B2HW | B2HX | B2HY | B2HZ | B2IA | B2IB | B2IC | B2ID | B2IE | B2IF | B2IG | B2IH | B2II | B2IJ | B2IK | B2IL | B2IM | B2IN | B2IO | B2IP | B2IQ | B2IR | B2IS | B2IT | B2IU | B2IV | B2IW | B2IX | B2IY | B2IZ | B2JA | B2JB | B2JC | B2JD | B2JE | B2JF | B2JG | B2JH | B2JI | B2JJ | B2JK | B2JL | B2JM | B2JN | B2JO | B2JP | B2JQ | B2JR | B2JS | B2JT | B2JU | B2JV | B2JW | B2JX | B2JY | B2JZ | B2KA | B2KB | B2KC | B2KD | B2KE | B2KF | B2KG | B2KH | B2KI | B2KJ | B2KK | B2KL | B2KM | B2KN | B2KO | B2KP | B2KQ | B2KR | B2KS | B2KT | B2KU | B2KV | B2KW | B2KX | B2KY | B2KZ | B2LA | B2LB | B2LC | B2LD | B2LE | B2LF | B2LG | B2LH | B2LI | B2LJ | B2LK | B2LL | B2LM | B2LN | B2LO | B2LP | B2LQ | B2LR | B2LS | B2LT | B2LU | B2LV | B2LW | B2LX | B2LY | B2LZ | B2MA | B2MB | B2MC | B2MD | B2ME | B2MF | B2MG | B2MH | B2MI | B2MJ | B2MK | B2ML | B2MN | B2MO | B2MP | B2MQ | B2MR | B2MS | B2MT | B2MU | B2MV | B2MW | B2MX | B2MY | B2MZ | B2NA | B2NB | B2NC | B2ND | B2NE | B2NF | B2NG | B2NH | B2NI | B2NJ | B2NK | B2NL | B2NM | B2NN | B2NO | B2NP | B2NQ | B2NR | B2NS | B2NT | B2NU | B2NV | B2NW | B2NX | B2NY | B2NZ | B2OA | B2OB | B2OC | B2OD | B2OE | B2OF | B2OG | B2OH | B2OI | B2OJ | B2OK | B2OL | B2OM | B2ON | B2OO | B2OP | B2OQ | B2OR | B2OS | B2OT | B2OU | B2OV | B2OW | B2OX | B2OY | B2OZ | B2PA | B2PB | B2PC | B2PD | B2PE | B2PF | B2PG | B2PH | B2PI | B2PJ | B2PK | B2PL | B2PM | B2PN | B2PO | B2PP | B2PQ | B2PR | B2PS | B2PT | B2PU | B2PV | B2PW | B2PX | B2PY | B2PZ | B2QA | B2QB | B2QC | B2QD | B2QE | B2QF | B2QG | B2QH | B2QI | B2QJ | B2QK | B2QL | B2QM | B2QN | B2QO | B2QP | B2QQ | B2QR | B2QS | B2QT | B2QU | B2QV | B2QW | B2QX | B2QY | B2QZ | B2RA | B2RB | B2RC | B2RD | B2RE | B2RF | B2RG | B2RH | B2RI | B2RJ | B2RK | B2RL | B2RM | B2RN | B2RO | B2RP | B2RQ | B2RR | B2RS | B2RT | B2RU | B2RV | B2RW | B2RX | B2RY | B2RZ | B2SA | B2SB | B2SC | B2SD | B2SE | B2SF | B2SG | B2SH | B2SI | B2SJ | B2SK | B2SL | B2SM | B2SN | B2SO | B2SP | B2SQ | B2SR | B2SS | B2ST | B2SU | B2SV | B2SW | B2SX | B2SY | B2SZ | B2TA | B2TB | B2TC | B2TD | B2TE | B2TF | B2TG | B2TH | B2TI | B2TJ | B2TK | B2TL | B2TM | B2TN | B2TO | B2TP | B2TQ | B2TR | B2TS | B2TT | B2TU | B2TV | B2TW | B2TX | B2TY | B2TZ | B2UA | B2UB | B2UC | B2UD | B2UE | B2UF | B2UG | B2UH | B2UI | B2UJ | B2UK | B2UL | B2UM | B2UN | B2UO | B2UP | B2UQ | B2UR | B2US | B2UT | B2UU | B2UV | B2UW | B2UX | B2UY | B2UZ | B2VA | B2VB | B2VC | B2VD | B2VE | B2VF | B2VG | B2VH | B2VI | B2VJ | B2VK | B2VL | B2VM | B2VN | B2VO | B2VP | B2VQ | B2VR | B2VS | B2VT | B2VU | B2VV | B2VW | B2VX | B2VY | B2VZ | B2WA | B2WB | B2WC | B2WD | B2WE | B2WF | B2WG | B2WH | B2WI | B2WJ | B2WK | B2WL | B2WM | B2WN | B2WO | B2WP | B2WQ | B2WR | B2WS | B2WT | B2WU | B2WV | B2WW | B2WX | B2WY | B2WZ | B2XA | B2XB | B2XC | B2XD | B2XE | B2XF | B2XG | B2XH | B2XI | B2XJ | B2XK | B2XL | B2XM | B2XN | B2XO | B2XP | B2XQ | B2XR | B2XS | B2XT | B2XU | B2XV | B2XW | B2XX | B2XY | B2XZ | B2YA | B2YB | B2YC | B2YD | B2YE | B2YF | B2YG | B2YH | B2YI | B2YJ | B2YK | B2YL | B2YM | B2YN | B2YO | B2YP | B2YQ | B2YR | B2YS | B2YT | B2YU | B2YV | B2YW | B2YX | B2YY | B2YZ | B2ZA | B2ZB | B2ZC | B2ZD | B2ZE | B2ZF | B2ZG | B2ZH | B2ZI | B2ZJ | B2ZK | B2ZL | B2ZM | B2ZN | B2ZO | B2ZP | B2ZQ | B2ZR | B2ZS | B2ZT | B2ZU | B2ZV | B2ZW | B2ZX | B2ZY | B2ZZ

PRELIMINARY PLAN
FOR
BLUESTONE TOWN CENTER
PHASE 1
EQUITY PLUS, LLC
CITY OF HARRISONBURG, VIRGINIA

Project Contacts:	NHK
Project Number:	B2935-01
Scale:	1" = 20'
Date:	10/5/2023
Sheet Title:	METES & BOUNDS NORTH WEST
Sheet Number:	5

Plat: S:\000\2935 - Bluestone Town Center - General\01 - Project\Engineering\Plans\Preliminary\Plat\2935 - Preliminary Plat Sheet 6.dwg Printed: January 5, 2024



Rev.	Date	Description
1	11/01/2023	REVISED PER CITY COMMENTS
2	12/21/2023	REVISED PER CITY COMMENTS
3	1/2/2024	REVISED PER CITY COMMENTS
4	1/5/2024	REVISED PER CITY COMMENTS

THIS PLAN HAS
NOT RECEIVED
FINAL APPROVAL
AND IS NOT
APPROVED FOR
CONSTRUCTION.

508 East Maple Street
Hampton, Virginia 22061
Phone: (840) 432-9555
www.aieva.com

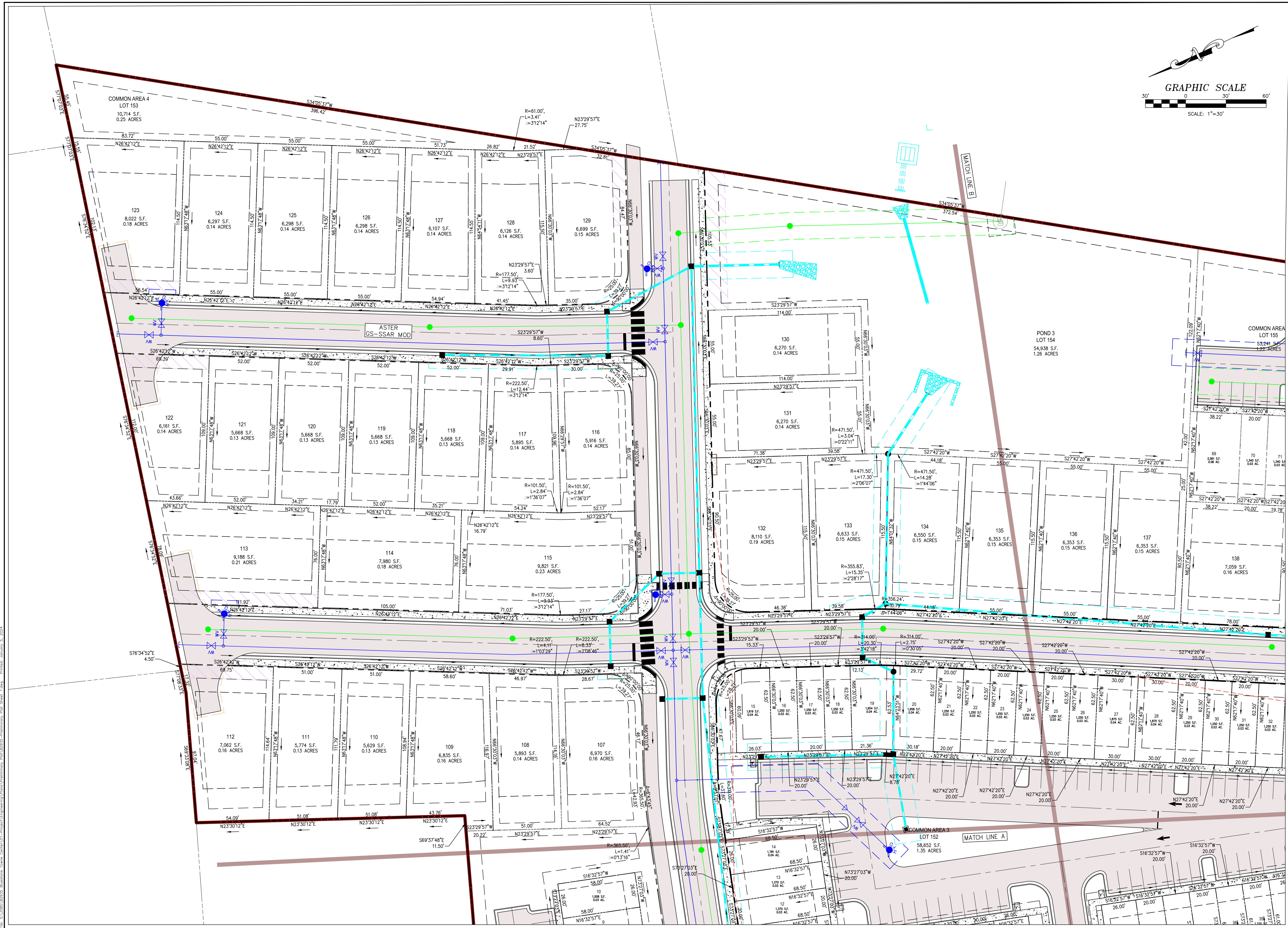
AIEVA

CONSULTING ENGINEERS
Formerly Blackwell Engineering
Hampton Roads | Central Virginia | Middle Peninsula | Shenandoah Valley

PRELIMINARY PLAT
FOR
BLUESTONE TOWN CENTER
PHASE 1
EQUITY PLUS, LLC
CITY OF HARRISONBURG, VIRGINIA

Project Contacts:	NHK
Project Number:	B2935-01
Scale:	1" = 20'
Date:	10/5/2023
Sheet Title:	METES & BOUNDS WEST
Sheet Number	6

File: S:\0000\25255 - Bluestone Town Center\01 - Project\Engineering\Drawings\Drawings\25255 - Preliminary Plat Sheet 2.dwg Printed: January 5, 2024



Rev.	Date	Description
4	10/20/24	REVISED EASEMENTS
3	1/2/2024	SHIFTED LOT LINES
2	1/2/2024	REVISED PER CITY COMMENTS
1	11/01/2023	REVISED BLAZING STAT TYPICAL SECTION
		REVISED PER CITY COMMENTS

THIS PLAN HAS
NOT RECEIVED
FINAL APPROVAL
AND IS NOT
APPROVED FOR
CONSTRUCTION.

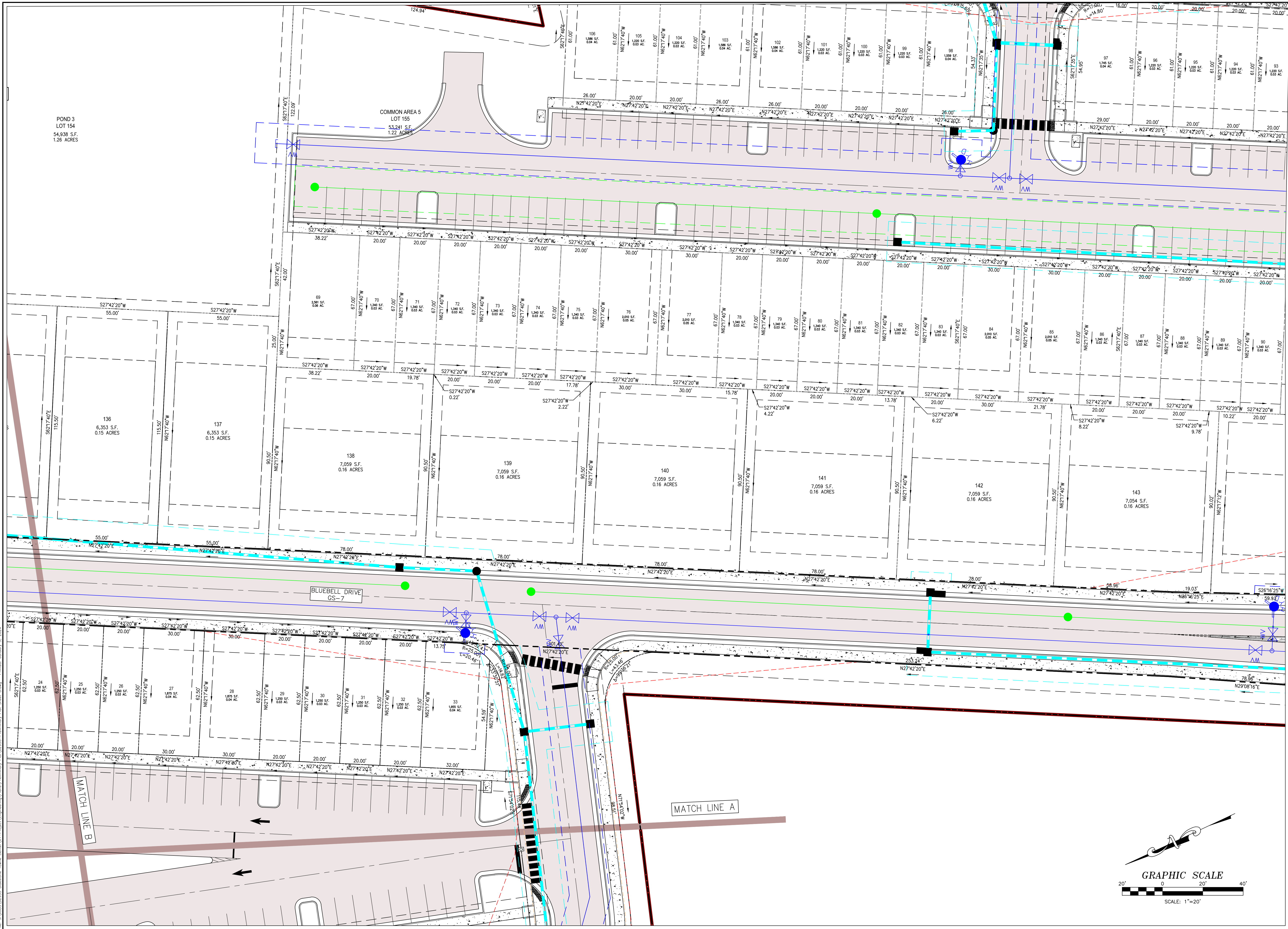
505 East Market Street
Hampton, Virginia 22801
Phone: (840) 432-9555
www.aieva.com

AIEVA
CONSULTING ENGINEERS
Formerly Blackwell Engineering
Hampton Roads | Central Virginia | Middle Peninsula | Shenandoah Valley

PRELIMINARY PLAT
FOR
BLUESTONE TOWN CENTER
PHASE 1
EQUITY PLUS, LLC
CITY OF HAMPSHIRE, VIRGINIA

Project Contacts:	NHK
Project Number:	B2935-01
Scale:	1" = 30'
Date:	10/5/2023
Sheet Title:	METES & BOUNDS NORTH EAST
Sheet Number	7

Plat: S:\000\2935- Bluestone Town Center\01-Project\Engineering\Plans\Preliminary\Plat\2935- Preliminary Plat Sheet 8.dwg Printed: January 5, 2024



Rev.	Date	Description	Revised By
4	10/20/24	REVISED EASEMENTS	BWK
3	1/2/2024	SHIFTED LOT LINES	BWK
2	1/22/2023	REVISED PER CITY COMMENTS	BWK
1	11/01/2023	REVISED BLAZING STAT TYPICAL SECTION	BWK
1	11/01/2023	REVISED PER CITY COMMENTS	BWK

THIS PLAN HAS
NOT RECEIVED
FINAL APPROVAL
AND IS NOT
APPROVED FOR
CONSTRUCTION.

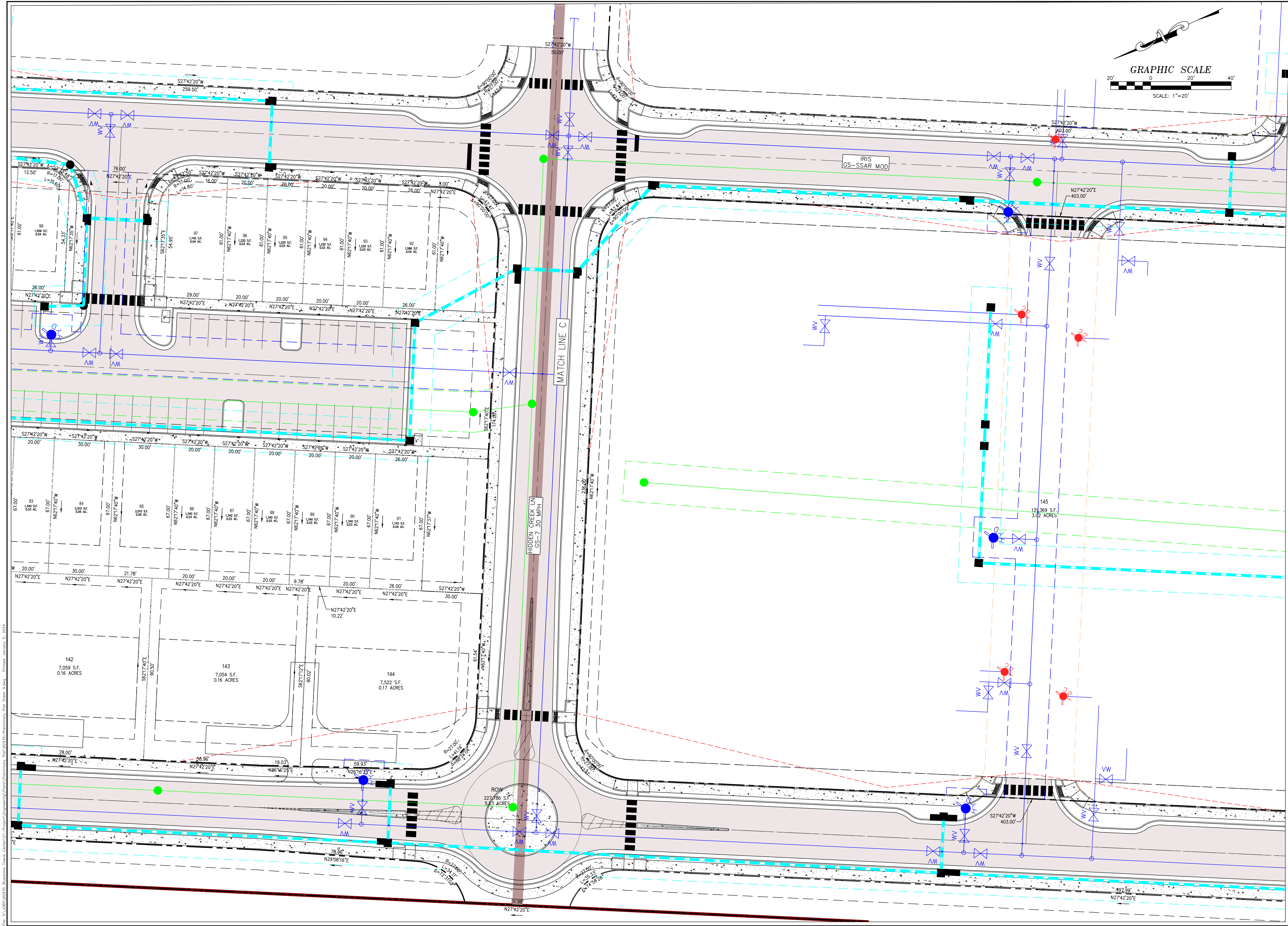
500 East Maple Street
Hampton Roads, Virginia 22801
Phone: (540) 432-9555
www.aieva.com

AIEVA
CONSULTING ENGINEERS
Formerly Blackwell Engineering
Hampton Roads | Central Virginia | Middle Peninsula | Shenandoah Valley

PRELIMINARY PLAT
FOR
BLUESTONE TOWN CENTER
PHASE 1
EQUITY PLUS, LLC
CITY OF HARRISONBURG, VIRGINIA

Project Contacts: NHK
Project Number: B2935-01
Scale: 1" = 20' Date: 10/5/2023
Sheet Title:
**METES & BOUNDS
CENTER**

Pl: S:\000\2935 - Bluestone Town Center\01 - Project\Engineering\Drawings\2935 - Preliminary\Plat Sheet.dwg Printed: January 5, 2024



Rev.	Date	Description
1	11/01/2023	REVISED PER CITY COMMENTS
2	12/27/2023	REVISED PER CITY COMMENTS
3	1/2/2024	REVISED PER CITY COMMENTS
4	1/5/2024	REVISED EASEMENTS

THIS PLAN HAS
NOT RECEIVED
FINAL APPROVAL
AND IS NOT
APPROVED FOR
CONSTRUCTION.

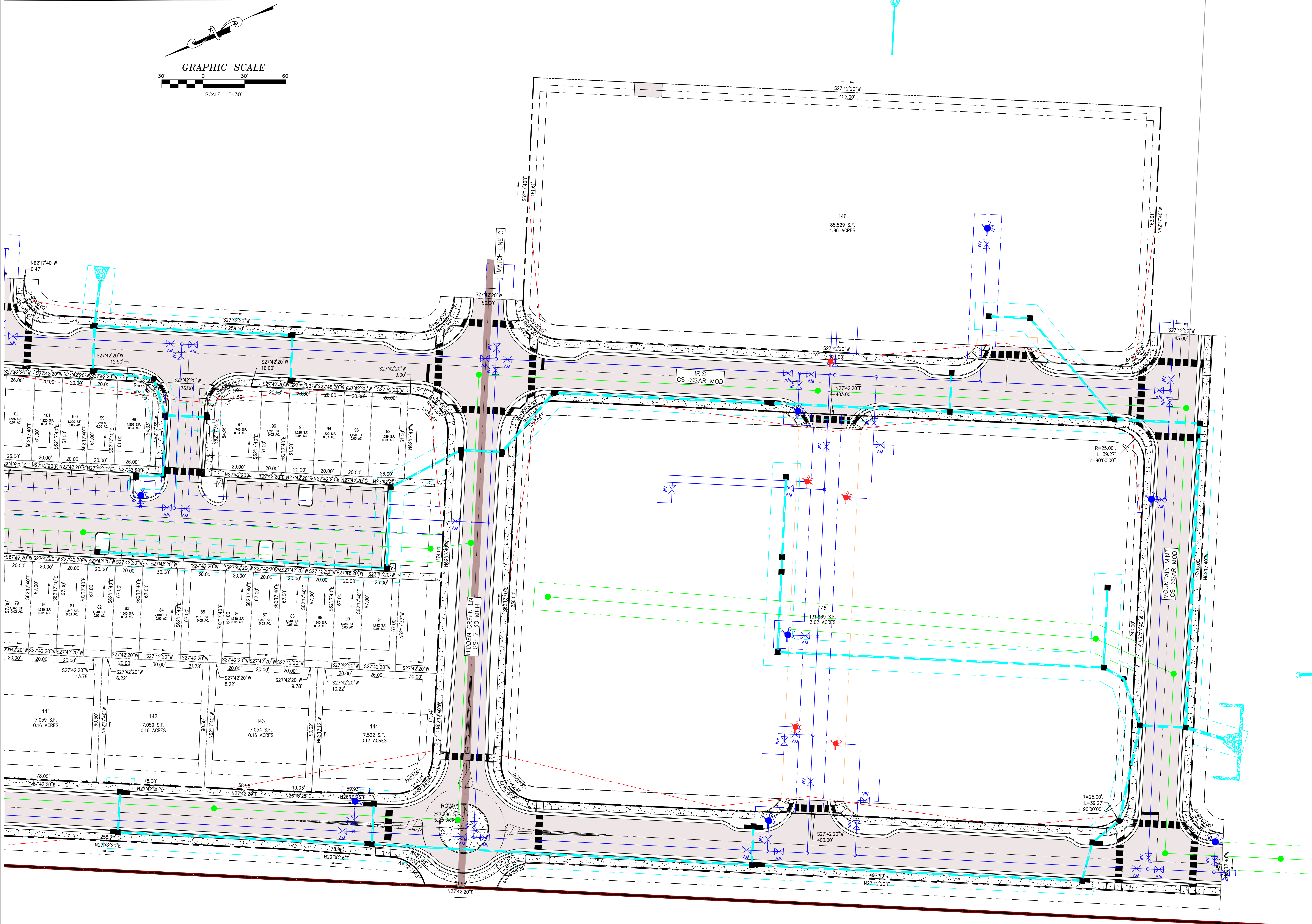
505 East Maple Street
Hampton Roads, Virginia 23601
Phone: (540) 432-9555
www.aieva.com

AIEVA

CONSULTING ENGINEERS
Formerly Blackwell Engineering
Hampton Roads | Central Virginia | Middle Peninsula | Shenandoah Valley

PRELIMINARY PLAT
FOR
BLUESTONE TOWN CENTER
PHASE 1
EQUITY PLUS, LLC
CITY OF HARRISONBURG, VIRGINIA

Project Contacts:	NHK
Project Number:	B2935-01
Scale:	1" = 20'
Date:	10/5/2023
Sheet Title:	METES & BOUNDS SOUTH
Sheet Number:	9




Sheet Number
10

D:\S:\08\2935 - Bluestone Town Center\01 - Project\Engineering\Plans\Preliminary\Plat\2935 - Preliminary Plat Sheet 11.dwg Printed: January 5, 2024



Project Contacts: NHR	
Project Number: B2935-01	
Scale: 1" = 80'	Date: 10/5/2023
Sheet Title: PROPOSED STREET GRADING	
Sheet Number: 11	

PRELIMINARY PLAT
FOR
BLUESTONE TOWN CENTER
PHASE 1
EQUITY PLUS, LLC
CITY OF HARRISONBURG, VIRGINIA



ADS
CONSULTING ENGINEERS
Formerly Blackwell Engineering
Hampton Roads | Central Virginia | Middle Peninsula | Shenandoah Valley

505 East Main Street
Harrisonburg, Virginia 22801
Phone: (540) 432-9555
www.aaleva.com

THIS PLAN HAS
NOT RECEIVED
FINAL APPROVAL
AND IS NOT
APPROVED FOR
CONSTRUCTION.

Rev.	Date	Description	Revised By
4	10/20/24	REVISED EASEMENTS	BWK
3	1/2/2024	SHIFTED LOT LINES	BWK
2	12/27/2023	REVISED PER CITY COMMENTS	BWK
2	11/11/2023	REVISED BLAZING STATE TYPICAL SECTION	BWK
1	11/10/2023	REVISED PER CITY COMMENTS	BWK

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BLUE STONE TOWN CENTER**

This Declaration of Covenants, Conditions and Restrictions made this _____ day of _____, 2023, by **EP HARRISONBURG OWNER, LLC**, a Virginia limited liability company (hereinafter “Declarant”), Grantor.

W I T N E S S E T H

The Factual Background. Declarant is the owner of certain real property more particularly shown and described as all those certain lots or parcels of land lying and being situate in the City of Harrisonburg, Virginia, consisting of approximately ____ acres, more or less. Declarant has subdivided this property as shown on the following plat entitled “Final Plat of Blue Stone Town Center, Section ____ (“Subdivision Plat”) recorded in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia, at Deed Book ____, page _____. Declarant desires to subject the above lots shown on the Subdivision Plat to the Covenants, Restrictions, Conditions and Easements set forth herein, each of which are for the benefit of the Owners of these Lots.

NOW THEREFORE, the Declarant declares that the real property as shown on the Subdivision Plat shall be held, transferred, sold, conveyed and occupied subject to the Restrictions, Covenants, Conditions and Easements herein. These Restrictions, Covenants, Conditions and Easements shall be Covenants running with the land and shall be binding upon any and all parties who have or acquire title to all or any part of Blue Stone Town Center Subdivision, and shall inure to the benefit of each of the Owners thereof.

ARTICLE I
DEFINITIONS

Section 1.01. **Association.** The term Association as used herein shall mean the Blue Stone Town Center Homeowners Association, Inc., a Virginia non-stock corporation, its successor and assigns.

Section 1.02. **Board of Directors.** The term Board of Directors as used herein shall mean the Board of Directors of the Association.

Section 1.03. **Committee.** The term Committee as used herein shall mean the Architectural Review Committee as set forth in Article VI, and during the applicable time period it shall reference both sub-committees thereunder.

Section 1.04. **Common Area.** The term Common Area as used herein shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members, and shown on the Subdivision Plat as “Common Area” or “Open Space” as modified as set out herein.

Section 1.05. **Declarant.** The term Declarant as used herein shall mean EP Harrisonburg Owners, LLC, its successors and assigns. The Declarant may appoint a successor Declarant by an instrument recorded in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia, said instrument shall set out the rights hereunder being transferred.

Section 1.06. **Declaration.** The term Declaration as used herein shall mean the restrictions, covenants, conditions and easements, and all other provisions herein set forth in this document, as it may from time to time be amended.

Section 1.07. **Lot.** The term Lot as used herein shall mean and refer to any plot or parcel of land designated as one of the Lots shown on the Subdivision Plat.

Section 1.08. **Owner.** The term Owner as used herein shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title to any Lot, including contract sellers, but excluding purchasers who have not yet taken title, and further excluding those holding such interest solely as security for the performance of an obligation. In the case where a Lot is held by one or more persons for life, with the remainder to another or others, the term Owner shall mean and refer only to such life tenant or tenants until such time as the remainderman or remaindermen shall come into use, possession, or enjoyment of such Lot. If more than one (1) person or entity is the record Owner of a Lot, the term "Owner" as used herein shall mean and refer to such owners collectively, so that there shall be only one (1) Owner of each Lot.

Section 1.09 **Single Family.** The term Single Family as used herein shall mean and refer to a single housekeeping unit which includes not more than two (2) adults who are not legally related by marriage, blood, ~~or~~ adoption, or under approved foster care.

Section 1.10. **Subdivision.** The term Subdivision as used herein shall mean and refer to the aforesaid Lots and Common Area as shown on the Subdivision Plat.

ARTICLE II

MEMBERSHIP

Section 2.01 **Membership.** Every Owner of a Lot shall be a Member of the Association as set out herein. 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.

ARTICLE III

VOTING RIGHTS

Section 3.01. **Voting Rights.** The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all those Owners as defined in Article II 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 II. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. For so long as the Class B Member exists, the Class A Members are non-voting Members.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to ten (10) votes for each Lot it owns. The Class B membership shall cease upon the happening of the earlier of (i) Declarant, or its successor declarant, no longer owning any Lots, or (ii) the surrender of the Class B membership by Declarant, its successors and assigns, which membership shall, upon such surrender, be converted to Class A Membership with respect to each Lot, with such surrender being evidenced by the recordation of a written instrument in the Clerk's Office of Rockingham County, Virginia.

ARTICLE V

PROPERTY SUBJECT TO THE DECLARATION

Section 5.01. **Subject Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Harrisonburg~~Rockingham County~~, Virginia, and is shown and described as Lots _____ on the Subdivision Plat.

Section 5.02. **Subdivision.** These Lots shall not be further subdivided except by the Declarant as provided in Article VII.

Section 5.03. **Additions.** The Declarant shall have the absolute and unqualified right (but shall not be obligated) to bring within the terms of this Declaration additional property, so long as such property is adjacent to the property shown on the Subdivision Plat or on later plats brought within the Declaration. Such additions shall be made by recording a supplemental declaration in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, indicating what additional property shall be subject to this Declaration. Any additional property added to this Declaration shall be treated for all purposes as part of the Subdivision, except as may otherwise be provided in such supplemental declaration.

ARTICLE VI

ARCHITECTURAL REVIEW

Section 6.01. **Committee Composition.** The Architectural Review Committee, hereinafter the "Committee", will be composed of three (3) individual members. So long as the Declarant or successor declarant is a Class B Member, the Committee shall be composed of three (3) individuals designated by the Declarant. After the time that the Declarant is no longer a Class B Member, the Committee shall be composed of three Owners, who shall be appointed by the Board of Directors.

Section 6.02. **Purpose.** The Committee shall regulate the external design, appearance, use, site, elevation and location of all improvements on the Lots thereon in such a manner as to preserve and enhance the value of the Lots, maintaining a harmonious relationship among the structures, landscaping, and natural vegetation and topography of the Subdivision and to conserve the existing natural amenities.

Section 6.03. **Removal, Vacancies and Officers.** For so long as the Class B Member exists, the Declarant may remove members of the Committee at any time with or without cause. After the Declarant is no longer in control of the Committee, members of the Committee may be removed by the Board of Directors at any time with or without cause. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment. The Committee shall elect from among themselves a chairperson, a vice-chairperson and a secretary who shall perform the usual duties of their respective offices.

Section 6.04. **Conditions.** No improvements, alterations, repairs, excavations, changes in grade, major landscaping, clearing, tree cutting or other work which in any way alters the exterior appearance of any Lot or improvement located thereon from its natural or improved state shall be made or done until the construction plans, site plans, landscaping plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, color, type, materials, elevations and location thereof, shall have been submitted and approved in writing by the Committee. No building, fence, wall, structure, alteration, landscaping or other improvement shall be commenced without prior written approval of the Committee. Written approval shall also be obtained for the location of the house, driveway and any other structure. Refusal of approval of plans, location, etc., may be based upon any ground, including purely aesthetic reasons, in the sole discretion of the Committee. No shrubbery, bushes or trees shall be planted, installed or allowed within any access easement, drainage easement or storm water management easement. Site plan approval requires that one (1) set of building permit ready working drawings must be submitted to the Committee and shall include the following:

- (a) Site Plan Information Required For Approval

(i) Accurate building footprint including elevations for proposed finished floor and garage floor, decks, porches, stoops, or other detached secondary structures such as storage buildings, etc.

(ii) Accurate “hardscape” information including driveways, parking areas, walkways, and on-site storm water drainage (NOTE: where needed, standard corrugated metal pipe (“CMP”) road pipes must be a minimum of 15” x 24’)

(iii) Landscaping plan

(b) House Plan Information Required For Approval

(i) Floor plans;

(ii) House elevations at $\frac{1}{4}'' = 1'-0''$ scale with notes indicating all exterior finishes and materials, and with all accurate grade lines shown;

(iii) One wall section at $\frac{3}{4}'' = 1'-0''$ scale fully noted

(iv) Indicate location for HVAC unit, electric, and gas hookups.

Final approval will not be granted until plans are submitted specifying exterior textures, including siding and/or brick, stone or drivet, roofing material, foundation facing material, windows, and doors. Colors may be submitted at this time or later, but must be submitted and approved prior to application. After reviewing the properly submitted plans, the Committee will return one copy to the Owner with comments and maintain the other for its files. Approval to build, additional information, or required modifications will be made in writing by the Committee within thirty (30) days after submittal.

Section 6.05. **Procedure.** The Committee shall promptly review and act on all requests for approval of improvements submitted pursuant to Article VI. In the event that the Committee

fails to approve, modify, or disapprove in writing a request for approval required herein within thirty (30) days after the plans, specifications, and other required materials have been received by the Committee, approval will be deemed to have been granted; provided, however, nothing specifically prohibited by this Declaration shall be deemed to be approved and said failure to act shall not constitute a waiver by the Committee except as set out in Section 6.07. All actions shall be by majority vote.

Section 6.06. **Enforcement.** Any exterior addition, change or alteration made without application to, and approval of, the Committee shall be deemed to be in violation of these covenants and may be required by the Board of Directors (or by the Declarant during such time as there is a Class B Member) to be restored to its original condition at the offending Owner's sole cost and expense.

Section 6.07. **Exceptions.** Notwithstanding the foregoing, the provisions and requirements of this Article shall be deemed waived if no suit in equity or action at law has been filed with notice of lis pendens, in the Circuit Court of the County of Rockingham, Virginia, with respect to any violation of this Article within six (6) months after the initial occurrence of the violation.

Section 6.08. **Appeal.** Any aggrieved party may appeal a decision of the Committee to the Board of Directors by giving written notice of such appeal to the Association or any director within twenty (20) days of the adverse ruling.

Section 6.09. **Exception as to the Declarant.** Notwithstanding anything to the contrary herein, Declarant and the construction by Declarant of any buildings, structures or improvements on the Property shall be exempt from Committee review and shall not be subject to the provisions of this Article.

ARTICLE VII

BUILDING AND USE RESTRICTIONS

Section 7.01. The Lots shall be occupied and used as follows:

(a) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that:

- (i) dogs, cats and other common and normal household pets may be kept on any Lot subject to reasonable rules and regulations adopted by the Board of Directors such pets shall be confined to the Owner's Lot or on leashes, and be under the control of a responsible person and obedient to the person's command at all times. Owners of household pets shall promptly clean up and properly dispose of pet wastes wherever deposited on the Property. In no event shall more than three (3) domestic pets be permitted.
- (ii) the Board may prohibit keeping certain types or breeds of animals which the Board reasonably believes to be unsafe.

(b) No building or buildings of any kind whatsoever shall be erected or maintained on any Lot except one (1) private dwelling house, designed for use and used by a Single Family and a private garage and utility building for the sole use of a Single Family upon the Lot on which they are located. Lots shall be used for Single Family residential purposes only; provided, however, that the use of a portion of a residence as an office by the occupant shall be allowed (i) if such use does not create employee, customer, client, or other traffic to and from the Lot and (ii) such use is in compliance with applicable zoning regulations. In addition,

notwithstanding other provisions herein, the Declarant or anyone approved by Declarant may use one or more residences as model homes.

- (c) No sign of any kind, with the exception of a standard real estate “For Sale” or “For Rent” sign no more than seven (7) square feet in area shall be displayed to the public view from any Lot without prior written consent of the Committee.
- (d) No obnoxious, boisterous, or offensive activities shall be permitted on any Lot, nor shall anything be done thereon that may be an annoyance or nuisance to the Owners of other Lots in the Subdivision.
- (e) No burning of paper, household trash, cardboard, construction materials or other refuse shall be permitted on any Lot.
- (f) The Declarant may subdivide Lots and rearrange boundary lines without the consent of the Committee.
- (g) No structures of a temporary character, tent, or trailer shall be used as a residence on any Lot at any time.
- (h) Except as required by law, no exterior or roof antenna or satellite dish or similar device shall be attached to or installed on an Lot or on the exterior portion of any structure on any Lot. Small satellite dishes such as customary for DirecTV or Dish services may be placed with prior Committee approval as to mounting location.
- (i) No unlicensed or inoperable vehicles, trucks with gross vehicle weight over $\frac{3}{4}$ ton, school buses, other buses, RV’s, boats, wreckers, or other large

commercial vehicles shall be parked on any Lot or road bordering a Lot overnight unless within a garage.

(j) It shall be the responsibility of each Owner and tenant to prevent the development of any unclean, unsightly, or unkept conditions of buildings or ground on their Lot.

(k) Should any dwelling unit or other structure on any Lot be destroyed in whole or in part, it shall be reconstructed, or the debris therefrom removed, and the Lot restored to a neat and sightly condition within six (6) months of the damage or loss.

(l) All driveways shall have a paved or concrete surface which has been approved by the Committee.

(m) All exterior finishes must be brick, stone, stucco, Hardiplank or vinyl.

(n) No mobile home, double-wide manufactured home, house trailer or modular home shall be constructed or placed on any Lot that does not have a permanent foundation. ~~There shall be no manufactured or modular homes placed on any Lot and there shall be no flat roofs, except for porches, and no roof with a primary pitch of less than a ratio of 4 to 12.~~

(o) No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after

completion of construction of the main dwelling house. The design and color of structures temporarily placed on a Lot by a contractor shall be subject to reasonable aesthetic control by the Committee.

(p) Any and all exterior lighting shall be subject to approval by the Committee. No lighting fixtures or devices shall be installed in any tree. No lighting fixture shall be directed toward a road or adjoining Lot.

(q) There shall be no exterior clothes lines erected on any Lot.

(r) Fences will be allowed on property lines. All fences must be approved by the Committee as provided in Article VI. Fences are to be no higher than six (6) feet tall and must be behind the front-most portion of the residence. No chain link ~~or wood~~ fences will be allowed.

(s) The exterior of all residences and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner and builder due to strikes, fires, national emergency or natural calamities. During the continuance of construction, the Owner of the Lot shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition.

(t) No part of any Lot shall be used as a right-of-way, easement or road for access to any property outside the Subdivision.

(u) No mailbox or newspaper box shall be erected on any Lot.

(w) No inground or above ground pools shall be installed on any Lot without Committee approval.

(v) Trash cans must be stored in garages or screened from view by an Committee approved structure at all times except for the twenty-four (24) hour period before and after pick up day.

ARTICLE VIII

EASEMENTS

Section 8.01. **Existing Easements.** The Lots shall be conveyed subject to easements shown on the Subdivision Plat, and such other easements as may exist of record at the time of conveyance. All easements shown on the Subdivision Plat are reserved for the benefit of the Declarant, its successors and assigns, which easements may be conveyed by the Declarant to one or more grantees.

Section 8.02. **Utility Easements.** In addition to all other easements provided for on the Subdivision Plat and in this Declaration, the Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right of way on, above and underground through all areas of each Lot, excepting only such land either designated by the Committee as approved building sites or upon which a structure other than trees, shrubbery, or fences approved by the Committee is constructed. The purpose of said easement shall be to construct, maintain, inspect, re-grade, replace, and repair vegetation, road shoulders, lines, wires, cables, conduits, sewers, pipes, water mains, and other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television cable, exterior lighting, storm water, and other utilities and public conveniences, for any purpose required by the City of Harrisonburg or Virginia Department of Transportation in conjunction with the acceptance of the roads shown on the Subdivision Plat into the Virginia State Highway System for maintenance,

and for storm and surface water drainage including pipes, ditches, culverts, swales, and other suitable facilities for the disposition of storm and surface drainage together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof.

The phrase “land designated by the Committee as approved building sites” shall mean (i) the area under buildings, patios, walks, decks, porches, or other improvements not including driveways, fences, shrubs and trees constructed by Declarant or its agents, contractors, or sub-contractors; (ii) the area under other buildings, patios, walks, decks, porches, or other improvements not including driveways, fences, shrubs, and trees; the location of which is approved by the Committee in accordance with Article VI of this Declaration.

The easements provided for herein shall include the right to cut any trees, brush, and shrubbery; dig or grade any soil; and take any other similar action as reasonably necessary for the use of the easement.

The rights herein reserved may be exercised by any licensee, successor or assignee of Declarant but shall not be deemed to impose any obligation upon Declarant to provide, maintain, or be responsible for the lapse or temporary interruption of services except as herein otherwise provided. Any damage to the servient property resulting from the use of the easements hereby reserved shall be promptly repaired at the expense of the party causing such damage. The rights herein reserved shall include the right to temporarily interrupt utility service as necessary or appropriate upon reasonable notice to the Owner of the servient property.

Section 8.03. Entrance Structure Easement. The Declarant reserves unto itself, its successors and assigns, perpetual and alienable easements for the construction and maintenance of an entrance sign.

Section 8.04. **Drainage Easements and Drainage and Storm Water Management**

Easements. The Declarant reserves unto itself, its successors and assigns, perpetual and alienable drainage easements as shown on the Subdivision Plat. These easements are solely for surface and storm water drainage purposes and are not to be used for access or any other purpose by the public or any other Owner. The maintenance of the portion of each of these easements within each Lot shall be the responsibility of the Owner of that Lot except for any biofilters designated on the Subdivision Plat to be maintained by the Association. The Association shall maintain, operate, repair and replace the any drainage easements or storm water facilities not located upon a Lot in accordance with the requirements of the City of Harrisonburg, Virginia.

Section 8.05. **Maintenance Responsibilities.** Except as otherwise set forth herein, the Owner of each Lot shall be responsible for the maintenance of the surface area of any portion of any easement within the boundaries of that Lot.

ARTICLE IX

ROADS

Section 9.01. **Subdivision Roads.** The roads shown on the Subdivision Plat serving the Lots within the Subdivision shall be constructed by Declarant to applicable [City of Harrisonburg, Virginia](#)~~Virginia Department of Transportation~~ standards and the Declarant shall arrange for the acceptance of such roads into the [City road system](#)~~Virginia Highway System~~. All driveways serving the Lots shall be private and shall be subject to approval by the Committee pursuant to Article VI of this Declaration and shall be maintained by and at the expense of the Owner of the Lot which they serve.

ARTICLE X

SET BACK

Section 10.01. **Building Set Backs.** Building set backs from Lot boundaries shall be as shown on the Subdivision Plat.

ARTICLE XI

LANDSCAPING MAINTENANCE

Section 11.01. **Landscaping Maintenance by Association.** The Association shall perform Landscaping Maintenance upon the Common Areas as determined by the Board. “Landscaping Maintenance” as used herein may include, but shall not necessarily be limited to: the cutting or trimming of grass, trees and shrubs; the re-seeding, re-sodding or replanting of grass; the replanting trees or shrubs; the re-mulching and weeding of mulched areas, the repair and replacement of any irrigation installed by the Declarant or the Association; and the routine, customary application of fertilizer, pesticide and algacide or fungicide, if necessary or recommended, and determined by the Association or its agent. The Association shall have the right to remove any landscaping located in the Subdivision which becomes a nuisance. The Association shall have the sole discretion to determine the time at which such Landscaping Maintenance performed by Association shall take place, the manner and materials to be used. Except as set forth in the foregoing, each Owner shall be responsible for the maintenance of their respective Lot (including without limitation individual Lot lawn and landscaping) and the improvements thereon in a neat, orderly and attractive manner consistent with the standards set forth in Section 11.05. Notwithstanding the foregoing, the Association shall maintain retaining walls located in the Subdivision, other than those located on a Lot and that exclusively serve that

Lot. The Association shall have the power, but not the obligation, in its sole discretion, to undertake maintenance of any improvements located in the Subdivision.

Section 11.02. Remedies for Non-Compliance. In the event an Owner fails to maintain or cause to be maintained his Lot and the improvements thereon in accordance with this Article, the Association shall have the right (but not the obligation), upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon such Lot and perform such work as is necessary to bring the Lot or improvements thereon, as applicable, into compliance with the standards set forth in Section 11.05. Such work may include, but shall not necessarily be limited to, Landscaping Maintenance, the repainting or re-staining of exterior surfaces of an improvement, the repair of walls, fences, roofs, doors, windows and other portions of improvements on a Lot; and such other remedial work as is judged necessary by the Association. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable covenants or deed restrictions.

Section 11.03. Costs of Remedial Work; Surcharges. In the event that the Association performs any remedial work on a Lot or the improvements thereon pursuant to this Article or any other applicable covenants or deed restrictions, the costs and expenses thereof may at the determination of the Association, in its sole discretion, be deemed a special assessment under Article XII of this Declaration and may be immediately imposed upon the Owner of such Lot by the Association. In order to discourage Owners from abandoning certain duties hereunder and, additionally, to reimburse itself for administrative expenses incurred, the Association may impose a surcharge of not more than twenty-five (25%) percent of the cost of the applicable remedial work, such surcharge to be a part of the Individual Assessment. No bids need be

obtained for any of the work performed pursuant to this Section and the Person(s) performing such work may be selected by the Association in its sole discretion.

Section 11.04. **Easement for Maintenance.** There is hereby created an easement in favor of the Association and its designees, over each Lot including the improvements thereon for the purpose of entering onto the Lot in the performance of the Landscaping Maintenance, and any other maintenance for which the Association is permitted to provide or undertake, provided that the Association shall exercise such easement for entry during reasonable hours.

Section 11.05. **Standards for Maintenance and Repair.** All maintenance and repair performed by an Owner of a Lot or the Association shall be performed in a manner consistent with the general appearance of the developed portions of the Subdivision.

Section 11.06. **Common Area Maintenance.** The Association shall at all times maintain in good repair, operate, manage, insure, and replace as often as necessary the Common Areas and all improvements situated on the Common Areas (upon completion of construction by Declarant or its affiliates, if applicable) in a neat, orderly and attractive manner consistent with the standards set forth in Section 11.05. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's, its affiliates' (and its and their predecessors') responsibility to the City, its respective governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas, including roads and entry features, and shall indemnify Declarant and its affiliates and hold Declarant and its affiliates harmless with respect thereto.

Section 11.08. **Other Trees.** No trees on a Lot having a caliper of four (4) inches or greater shall be cut unless approved by the Committee.

ARTICLE XII

HOMEOWNERS ASSOCIATION

Section 12.01. **Formation.** The Declarant shall form a non-stock corporation, to be known as the “Blue Stone Town Center Homeowners Association, Inc.”, not later than the time it conveys to a third party its interest in the last Lot it owns within the Subdivision. The membership in the Association shall be as set forth in Article II. Declarant may, but shall not be required to, assign to the Association all of Declarant’s rights and responsibilities under this Declaration.

The Declarant’s responsibility for maintaining the easements under Article VIII shall be assigned to the Association at the discretion of the Declarant, and upon the assignment the Declarant shall have no further responsibilities for such maintenance.

Section 12.02. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Subdivision, 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: (1) annual assessments or charges, and (2) 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 each Lot 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 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, although it shall remain a lien on the Lot.

Section 12.03. **Determination of Assessments.** The Association shall, in November of each year, after Declarant has assigned its rights and responsibilities with respect to the easements and Common Area under this Declaration to the Association, estimate the amount of money which shall be required during the next calendar year to maintain the surface of all easements located therein, the easement and sign at the entrance to the Subdivision and create a reserve for the maintenance, repair or replacement of any improvements to the Common Area, and the performance of the Association's maintenance obligations pursuant to Article XI, and shall allocate this amount equally among the Lots not owned by the Declarant and assess the Owners of each such Lot for their proportional share. However, no assessment or allocation shall be made to any Lot owned by the Declarant. In the event that two or more Lots (which are not owned by the Declarant) should be combined into a single Lot, this shall not affect the allocation and assessment of such costs to the Owner, and the Lots which have been combined shall be allocated and assessed for the same amount as they would have been had the Lots not been combined. The Association shall notify each Owner in writing of the assessment not later than December 31 of each year, and of the date upon which payment of the assessment is due. Payment of the assessment shall be due at such time and location as the Association shall determine from year to year, which time shall not be earlier than February 1 each year. Should natural causes, requirements imposed by the City of Harrisonburg, or any other circumstances require a level of maintenance during a year which exceeds the estimate previously determined by the Association or for any other cost incurred by the Association, the Association shall determine the additional funds that will be required in addition to those already assessed for the

year, and assess an equal portion of such additional required funds upon each Lot in the same manner provided above. Notice of such special assessment shall be given in writing as soon as reasonably practical to each Owner, and the Owner shall be given a minimum of thirty (30) days from the date of mailing of the notice within which to pay the assessment. The initial annual assessment shall be _____ on each Lot sold to an Owner after _____. The Declarant covenants and agrees to fund any operating budget deficits until the Declarant has conveyed one hundred percent (100%) of the Lots which it owns.

Section 12.04. **Initial Working Fund.** There shall be levied a one-time “initial” assessment at settlement against the Owner of a Lot (not to include Declarant) at the time of conveyance. Such initial assessment shall be _____ (\$_____), and shall be used for working capital and commencing the business of the Association or any other purpose established by the Board of Directors.

Section 12.05. **Effect of Nonpayment of Assessments; 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, there shall be a late fee as set by the Board of Directors and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and interest, costs, and reasonable attorney’s fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

Section 12.06. **Subordination of the Lien to Deeds of Trust.** The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust. 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 by a first deed of trust, 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 from any assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.01. **Notice.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the address of record of the Owner as last provided to the Association, or if no address is shown in the Association records, the address of the Owner shown on the real estate tax records of the City of Harrisonburg, Virginia.

Section 13.02. **Enforcement.** Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said provisions, either to restrain violation or recover damages, or both. Such action may be brought by the Declarant, any Owner, or the Association. In addition, the Declarant and/or the Association shall have the power to suspend an Owner's (i) voting rights, (ii) right to hold office on the Board of Directors or Committee, and (iii) right to use the Common Area, facilities or services provided directly through the Declarant or the Association to the extent that access to the Lot through the common areas is not precluded and provided that such suspension shall not endanger the health, safety or property of the Owner, tenant or occupant and to assess charges against any Owner for any violation of the provisions of this Declaration for which the Owner or his family members, tenants, guests or other invitees are responsible. Before any action is taken

hereunder, the Owner shall be given an opportunity to be heard by the Declarant and/or the Association and to be represented by counsel. Notice of a hearing, including the charges or other sanctions that may be imposed shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Owner at the address of record with the Association, at least fourteen (14) days prior to the hearing. The amount of any charges so assessed shall not be limited to the expense or damage to the Declarant or the Association caused by the violation, but shall not exceed \$150.00 for a single offense or \$10.00 per day for any offense of a continuing nature. The total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety (90) days. A suspension or assessment of charges may be enforced through an action filed in the Courts for the City of Harrisonburg, Virginia. The Declarant, Association or any Owner bringing a successful action pursuant to this Section shall be entitled to recover its court costs and reasonable attorneys' fees.

Section 13.03. **Costs.** Should the Association, Declarant or any Owner prevail in any action at law or in equity enforcing any of the restrictions, conditions, covenants, reservations, liens and charges imposed hereunder, the Association, Declarant or Owner shall also be entitled to an award for reasonable attorney's fees incurred by the Association, Declarant or Owner in consulting with an attorney regarding enforcement and in the enforcement action. The award for attorney's fees shall be assessed against the Lot against which the action is taken and shall be added to and become a part of such annual assessment or charge to which such Lot is subject under Article XII hereof; and as a part of such annual assessment or charge, shall be a lien or obligation of the Owner and shall become due and payable in all respects as provided in Article XII hereof.

Section 13.04. **Severability.** Invalidation of one or more of the provisions of this Declaration by judgment, court order or otherwise, shall in no way affect any other provisions, which shall remain in full force and effect.

Section 13.05. **Amendments.** This Declaration may be modified or amended in whole or in part by recorded instrument bearing the signature of the Declarant, until such time as the Declarant has conveyed its interest in all of the Lots in the Subdivision to a third party, not to include a successor declarant. After said termination of Declarant's amendment rights, this Declaration may be amended only by an affirmative vote of two-thirds (2/3) of the Owners present at a duly convened meeting of the Association. Any amendment must be properly executed and acknowledged by the Declarant or the Association (in the manner required by law for the execution and acknowledgment of deeds) and recorded among the appropriate land records.

Section 13.06. **Duration.** The provisions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date hereof, and thereafter shall be renewed automatically for successive periods of ten (10) years each, unless modified or amended as provided in the foregoing Section 13.05.

Section 13.07. **Waiver.** The Declarant, as the present most interested party in maintaining the high quality of development which by these covenants is sought to be assured for the Subdivision, hereby expressly reserves unto itself, so long as these restrictions are in effect, the unqualified right to waive or alter from time to time such of the herein contained restrictions as it may deem best, as to any one or more of the Lots.

Section 13.08. **Dissolution.** The Association may be dissolved with the approval of more than two-thirds (2/3) of all the votes cast at a meeting at which a quorum exists in accordance with Title 13.1, Chapter 10, Article 13 of the Code of Virginia.

IN WITNESS WHEREOF, EP Harrisonburg Owner, LLC., a Virginia limited liability company, being the Declarant herein, has caused this Declaration to be executed in its name by its duly authorized Manager on this ____ day of _____, and the Sole-Acting Trustees, and Noteholders, join herein to evidence their consent to this Declaration.

EP HARRISONBURG OWNER, LLC

By: _____ (Seal)
_____, Manager

STATE OF VIRGINIA AT LARGE, to-wit:
CITY/COUNTY OF _____

I, the undersigned, a Notary Public in and for the State of Virginia at Large, do hereby certify that _____ as Manager of EP Harrisonburg Owner, LLC, has on this ____ day of _____, 2023, acknowledged the same before me in the City or County aforesaid.

Given under my hand and seal this ____ day of _____, 2023.

My commission expires: _____

Notary Registration Number: _____

Notary Public

TRUSTEE

By: _____ (Seal)
Sole-Acting Trustee

STATE OF VIRGINIA AT LARGE, to-wit:
CITY/COUNTY OF _____

I, the undersigned, a Notary Public in and for the State of Virginia at Large, do hereby
certify that _____, Sole-Acting Trustee, has on this ____ day of
_____, 2023, acknowledged the same before me in the City or County aforesaid.

Given under my hand and seal this _____ day of _____, 2022.

My commission expires: _____

Notary Registration Number: _____

Notary Public

4874-3105-6024, v. 1

BY-LAWS
OF
BLUE STONE TOWN CENTER HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Definitions

1.1 Association. "Association" shall mean and refer to Blue Stone Town Center Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

1.2 Properties. "Properties" shall mean and refer to those certain lots of real property as shown on a Subdivision Plat which are designated as Lots "_____", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.3 Roads. "Roads" shall mean the common roadways used for access to the Lots and as shown on the Subdivision Plat.

1.4 Lot. "Lot" shall mean and refer to any plot of land shown upon the Subdivision Plat, as a Lot and subsequently to be recorded in the Clerk's Office of Rockingham County, Virginia, as individual Lots.

1.5 Member. "Member" shall mean and refer to every person or entity who becomes an Owner of one or more of the Lots.

1.6 Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple 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.

1.7 Declarant. "Declarant" shall mean and refer to EP Harrisonburg Owner, LLC, a Virginia limited liability company, its successors and assigns, if such successors or assigns are specifically designated by EP Harrisonburg Owner, LLC a successor declarant in a recorded instrument.

1.8 Declaration. "Declaration", "Restrictions" or "Covenants" shall, unless the context otherwise indicates, mean and refer to any or all of those restrictions and covenants contained in the Declaration of Covenants, Conditions and Restrictions of Blue Stone Town Center, recorded in the aforesaid Clerk's Office in Deed Book ____, page ____, as the same may be amended from time to time.

1.9 Subdivision. "Subdivision" shall mean and refer to the Lots, Common Area, and Open Spaces as shown on the Subdivision Plat.

1.10 Subdivision Plat. "Subdivision Plat" shall mean and refer to the Plat of Blue Stone Town Center, _____ for Lots _____, such plat being recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book ____ page ____, as the same may be amended from time to time.

ARTICLE II

Membership

2.1 Membership. 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. 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.

ARTICLE III

Meetings of Members

3.1 Places of Meetings. All meetings of the Members shall be held at such place, either within or without the Commonwealth of Virginia, as from time to time may be fixed by the Board of Directors.

3.2 Annual Meetings. The first annual meeting of the Members shall be held within twelve (12) months after the incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held approximately twelve (12) months after the previous annual meeting, at such day and time as shall be set by the Board of Directors.

3.3 Special Meetings. A special meeting of the Members for any purpose or purposes may be called at any time by the President, by a majority of the Board of Directors, or by Members together holding at least one-tenth of the voting interests of the Association at the time outstanding and entitled to vote with respect to the business to be transacted at such meeting. At a special meeting no business shall be transacted, and no corporate action shall be taken other than that stated in the notice of the meeting.

3.4 Notice of Meetings. Written or printed notice stating the place, day and hour of every meeting of the Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed (including by e-mail or facsimile) not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Member of record or entitled to vote at such meeting, at his address which appears in the records of the Association. Such further notice shall be given as may be required by law, but meetings may be held without notice if all the Members entitled to vote at the meeting are present in person or by proxy or if notice is waived in writing by those not present, either before or after the meeting.

3.5 Quorum. The presence at the meeting of Members or their proxies entitled to cast at least twenty-five percent (25%) of the votes of each class of Members shall constitute a quorum for any action, except as otherwise provided in Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting and to call another meeting without notice other than announcement at the meeting prior to adjournment, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

3.6 Waiver of Notice. A Member may waive any notice required by the Articles of Incorporation of the Association, these By-Laws or the Virginia Non-Stock Corporation Act (the “Act”) before or after the date and time of the meeting that is the subject of such notice. The waiver shall be in writing, be signed by the Member entitled to such notice and be delivered to the Secretary for inclusion in the minutes or filing with the Association’s records. A Member who attends a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

3.7 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All Proxies shall be in writing, in the form required by law, and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of its Lot.

3.8 Conduct of the Meeting. The President of the Association shall act as Chairman at each meeting of the Members. In his absence, the Vice President, or should he be also absent, then a Member chosen by a majority vote of the Members present and entitled to vote, shall act as Chairman of the meeting. The Secretary of the Association, or an Assistant Secretary, or in their absence, any Member designated by the Chairman, shall act as secretary of the meeting.

The Chairman shall determine the order of the business at each meeting of the Members of the Association, but such order maybe changed by a majority in voting power of the Members present, either in person or by proxy, and entitled to vote at such meeting.

ARTICLE IV Voting

4.1 Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article II 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 II. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. For so long as the Class B Member exists, the Class A Members are non-voting Members.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to ten (10) votes for each Lot it owns. The Class B membership shall cease as provided in the Articles of Incorporation of the Association.

ARTICLE V
Directors

5.1 General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors, and, except as otherwise expressly provided by law, the Articles of Incorporation or these By-Laws, all of the powers of the Association shall be vested in such Board.

5.2 Number of Directors. The number of Directors constituting the Board of Directors shall be not less than three (3) nor more than five (5).

5.3 Election and Removal of Directors; Quorum.

(a) Directors shall be elected at each annual meeting of Members to succeed those Directors whose terms have expired and to fill any vacancies then existing.

(b) Directors shall hold their offices for terms of one (1) year and until their successors are elected. Any Director may be removed from office at a meeting called expressly for that purpose by the voting of Members holding not less than a majority of the shares entitled to vote at an election of Directors.

(c) Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors though less than a quorum of the Board, and the term of office of any Director so elected shall expire on the date fixed for the expiration of the term of office of the Director to which such Director was so elected.

(d) A majority of the number of Directors elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Less than a quorum may adjourn any meeting.

5.4 Meetings of Directors. An annual meeting of the Board of Directors shall be held as soon as practicable after the adjournment of the annual meeting of Members at such place as the Board may designate. Other meetings of the Board of Directors shall be held at places within or without the Commonwealth of Virginia and at times fixed by resolution of the Board, or upon call of the President or any two (2) of the Directors. The Secretary or officer performing the Secretary's duties shall give not less than ten (10) days notice by letter, telephone, e-mail, or facsimile (or in person) to the Board Member at his last known address (post office, e-mail, or facsimile) of all meetings of the Board of Directors, provided that notice need not be given of annual meetings or of regular meetings held at times and places fixed by resolution of the Board. The Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. A written record shall be made of the action taken at any such meeting. Directors may act without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Directors either before or after such action. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called. Meetings may be held at any time without notice if all of the Directors are present, or if those not present waive notice in writing either before or after the meeting.

ARTICLE VI Officers

6.1 Election of Officers; Terms. The officers of the Association shall consist of a President, Treasurer, and a Secretary. Other officers, including a Chairman of the Board, one or more Vice-Presidents (whose seniority and titles, including Executive Vice-Presidents and Senior Vice-Presidents, may be specified by the Board of Directors), and assistant and subordinate officers, may from time to time be elected by the Board of Directors. All officers shall hold office until the next annual meeting of the Board of Directors and until their successors are elected. The President shall be chosen from among the Directors. Any two offices may be combined in the same person as the Board of Directors may determine.

6.2 Removal of Officers; Vacancies. Any officer of the Association may be removed summarily with or without cause, at any time, by the Board of Directors. Vacancies may be filled by the Board of Directors.

6.3 Duties. The officers of the Association shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Directors. The Board of Directors may require any officers to give such bond for the faithful performance of his duties as the Board may see fit.

ARTICLE VII Property

7.1 General. The Association shall have the ability to acquire and hold property, both real and personal, for the aesthetic, recreational and general civic benefit of the Subdivision and the Association.

7.2 Recreational and other facilities. The Association shall have the ability to purchase, construct, maintain and operate recreational or other facilities for the use and enjoyment of residents of the Subdivision.

7.3 Easements. The Association shall have the right to grant easements for public utility purposes to any municipality or public utility for the purpose of installation or maintenance of utilities to serve any lot located in the Subdivision including the extension of said utility to adjacent properties.

7.4 Maintenance. The Association shall maintain the Roads until the same are accepted into the into the City of Harrisonburg road system~~Virginia State Highway System~~.

7.5 Policing. The Association shall be charged with general public policing and control of the Subdivision and the Board of Directors of the Association shall have the power to make any reasonable regulations for the control of such and the prevention of nuisances within the Subdivision.

ARTICLE VIII
Indemnity of Officers and Directors

8.1 Definitions. In this Article:

"Applicant" means the person seeking indemnification pursuant to this Article.

"Expenses" includes legal fees.

"Liability" means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Official Capacity" means (i) when used with respect to a director, the office of director in the Association; or (ii) when used with respect to an individual other than a director, the office in the Association held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Association. "Official Capacity" does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise.

"Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

"Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

8.2 General. The Association shall indemnify any person who was or is a Party to any proceeding, including a proceeding by or in the right of the Association to procure a judgment in its favor, by reason of the fact that he is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, partner, or officer of another Association, partnership, joint venture, trust, employee benefit plan or other enterprise, against any Liability incurred by him in connection with such proceeding if (i) he believed, in the case of conduct in his Official Capacity, that his conduct was in the best interests of the Association, and in all other cases that his conduct was at least not opposed to its best interests, and, in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (ii) he was not guilty of gross negligence or willful misconduct. A person is considered to be serving an employee benefit plan at the Association's request if his duties to the Association also imposes duties on, or otherwise involves services by, him to the plan or to participants in or beneficiaries of the plan. A person's conduct with respect to an employee benefit plan for a purpose he believed to be in the interests of the participants and beneficiaries of the plan is conduct that satisfies the requirement of this section.

8.3 Impact of Legal Proceeding. The determination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere is not, of itself, determinative that the Applicant did not meet the standard of conduct described in this Article.

8.4 Limit on Indemnification. Notwithstanding the provisions of Section 8.2 of this Article, provided there is a finding of gross negligence or willful misconduct, no indemnification shall be made in connection with any proceeding charging the Applicant with improper benefit to himself,

whether or not involving action in his Official Capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

8.5 Indemnification of Expenses. To the extent that the Applicant has been successful on the merits or otherwise in defense of any proceeding referred to in Section 8.2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

8.6 Procedure. Any indemnification under Section 8.2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Applicant is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 8.2 and Section 8.4.

The determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of Directors not at the time parties to the proceeding;

(b) If a quorum cannot be obtained under subsection (a) of this section, by majority vote of a committee duly designated by the Board of Directors (in which designation Directors who are parties may participate), consisting solely of two (2) or more Directors not at the time parties to the proceeding;

(c) By special legal counsel;

(i) Selected by the Board of Directors or its committee in the manner prescribed in subsections (a) or (b) of this section; or

(ii) If a quorum of the Board of Directors cannot be obtained under subsection (a) of this section and a committee cannot be designated under subsection (b) of this section, selected by majority vote of the full Board of Directors, in which selection Directors who are parties may participate; or

(d) By the Members, but shares owned by or voted under the control of Directors who are at the time parties to the proceeding may not be voted on the determination.

Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection (c) of this section to select counsel.

8.7 Advance Payment/Reimbursement.

(a) The Association may pay for or reimburse the reasonable expenses incurred by any Applicant who is a Party to a proceeding in advance of final disposition of the proceeding if:

(i) The Applicant furnishes the Association a written statement of his good faith belief that he has met the standard of conduct described in Section 8.2 and Section 8.4;

(ii) The Applicant furnishes the Association a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and

(iii) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Article.

(b) The undertaking required by paragraph (ii) of subsection (a) of this section shall be an unlimited general obligation of the Applicant but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this section shall be made in the manner specified in Section 8.6.

8.8 Expanded Indemnity. The Board of Directors is hereby empowered, by majority vote of a quorum of disinterested Directors, to cause the Association to indemnify or contract in advance to indemnify any person not specified in Section 8.2 of this Article who was or is a Party to any proceeding, by reason of the fact that he is or was an employee or agent of the Association, or is or was serving at the request of the Association as an employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in Section 8.2. The provisions of Section 8.3 through Section 8.7 of this Article shall be applicable to any indemnification provided hereafter pursuant to this Section 8.8.

8.9 Insurance Option. The Association may purchase and maintain insurance to indemnify it against the whole or any portion of the Liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any Liability asserted against or incurred by him in any such capacity or arising from his status as such, whether or not the Association would have power to indemnify him against such Liability under the provisions of this Article.

8.10 Definitions. Every reference herein to directors, officers, employees, or agents shall include former directors, officers, employees, and agents and their respective heirs, executors, and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred on the Board of Directors shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Association or others, with respect to claims, issues, or matters in relation to which the Association would not have the power to indemnify such person under the provisions of this Article.

ARTICLE IX
Restrictive Covenants

9.1 General. The Association, or any Owner, shall have the right to enforce by a proceeding at law or in equity, the restrictions, conditions and covenants imposed by the Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X
Amendments

10.1 By the Directors. The Board of Directors by a majority vote thereof shall have the power to make, alter, amend or repeal the By-Laws of the Association at any regular or special meetings of the Board. This power shall not be exercised by the executive committee or any other committee of directors.

10.2 By the Members. At any annual or special meeting, By-Laws may be adopted, and all By-Laws shall be subject to amendment, alteration, or repeal by a majority of all Members entitled to vote. Pursuant to resolution adopted by a majority of the Members entitled to vote, the Members may provide that certain By-Laws adopted, approved, or designated by them may not be amended, altered, or repealed, except by a certain specified vote of the Members.

10.3 Special Amendments. Notwithstanding anything herein to the contrary, the Declarant may unilaterally amend these By-Laws to make any amendment (a) it deems necessary to make a non-material, clarifying or corrective change, or (b) required by any of the federal mortgage agencies, such as the Veterans Administration, Federal Housing Administration, Fannie Mae or Freddie Mac, or by a local development of the Blue Stone Town Center Subdivision or the operation of the Association, by the filing of Articles of Amendment with the Virginia State Corporation Commission, and shall give written notice to the Members of any amendments made pursuant to clause (b). This right of the Declarant to amend these By-Laws as aforesaid shall continue notwithstanding the lapse of the Declarant's Class B membership.

10.4 Conflict. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control, and in the case of any conflict between these By-Laws and the Articles, the Articles shall control.

ARTICLE XI
Miscellaneous Provisions

11.1 Seal. The seal of the Association shall consist of a flat-faced circular die, of which there may be any number of counterparts, on which there shall be engraved the word "Seal" and the name of the Association.

11.2 Fiscal Year. The fiscal year of the Association shall end on such date and shall consist of such accounting periods as may be fixed by the Board of Directors.

11.3 Checks, Notes and Drafts. Checks, notes, drafts and other order for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize, however, the signature of any such person may be a facsimile.

4854-0009-9224, v. 1

DRAFT

THIS DOCUMENT WAS PREPARED BY
THOMAS B. GLADIN (VSB #89195)
FLORA PETTIT, PC
90 NORTH MAIN STREET, SUITE 201
HARRISONBURG, VIRGINIA 22802

CITY OF HARRISONBURG MAP No.:

**DECLARATION OF
COVENANTS FOR
BLUE STONE TOWN CENTER TOWNHOMES**

THIS DECLARATION (as amended from time to time, the “Declaration”) is made as of _____, 2023, by **EP HARRISONBURG OWNER LLC**, a Virginia limited liability company (together with its successors and assigns “Declarant”).

Declarant is the owner of all those certain lots or parcels of land, with the improvements, together with all rights, privileges, appurtenances, easements and rights-of-way thereunto belonging or in anywise appertaining, located in the City of Harrisonburg, consisting of approximately ____ acres a portion of which will be Blue Stone Town Center Townhomes. Declarant has subdivided this property as shown on the plat entitled “Final Plat of Blue Stone Town Center, Section _____” of which only Lots _____ are subject hereto (the “Property”), said plat being dated _____, 2023, and made by AES Consulting Engineers, recorded in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, in Deed Book ____, page ____ (the “Subdivision Plat”).

Declarant is developing a townhome community to be known as Blue Stone Town Center Townhomes on the Property, with reserved rights to expand such community to include all or any portion of the Additional Property, and so hereby declares that the Property shall be held, sold and conveyed subject to the easements, covenants, restrictions and conditions set forth in this Declaration, which shall run with the Property and shall be binding on all parties having or acquiring any rights, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner as defined below.

ARTICLE ONE
DEFINITIONS

1.1 “Access Easement” means the entire road system within the Property and the Additional Property as so designated on the Subdivision Plat and future plats related to the Additional Property. The Subdivision Plat shows the Access Easement as being _____,

and the Access Easement shall include any street shown as _____ Right-of-Way on any plat for Additional Property.

1.2 “Association” shall mean and refer to the Blue Stone Town Center Townhomes Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

1.3 “Common Area” shall mean all property and easements or other interests owned or leased by the Association, or which the Association is obligated to maintain, for the common use and enjoyment of the members of the Association. The Common Area includes, without limitation, the entrance signage and the Access Easement affording access to the Lots, parking (subject to Section 6.1), Open Space as shown on the Subdivision Plat, and any private utility and access improvements benefiting the Lots.

1.4 “Declarant” has the meaning assigned to it in the initial paragraph of this Declaration. Owners acquiring one or more Lots from Declarant are not a successor “Declarant” unless specifically designated by EP HARRISONBURG OWNER LLC as a successor declarant in a recorded instrument.

1.5 “Declaration” means this Declaration of Covenants as it may be amended or supplemented from time to time in accordance with its terms.

1.6 “Additional Property” means additional property, which is adjacent to the Property shown on the Subdivision Plat or on later plats brought within the Declaration. Such additions shall be made by recording a supplemental declaration in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia, indicating what additional property shall be subject to this Declaration in accordance with the provisions of Article Twelve of this Declaration.

1.7 “Governing Documents” means this Declaration, any bylaws adopted to govern the Association, and its Articles of Incorporation.

1.8 “Lot” means and refers to any plot of land shown and designated by number upon the Plat, as it may be amended or modified in the future, and includes the Lots identified in the Recitals above as shown on the Subdivision Plat.

1.9 “Member” or “Owner” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, whether acquired by purchase, gift, inheritance, foreclosure or otherwise, but excluding persons or entities having an interest merely as a security for the performance of an obligation.

1.10 “Subdivision Plat” means the subdivision plat for Blue Stone Town Center Townhomes, Section ___, as more particularly described in the Recitals above, as it may be amended in accordance with the terms hereof and applicable law, and all subdivision plats for future sections or phases of the Blue Stone Town Center Townhomes project on all or any part of the Additional Property added to this Declaration as provided in Article Twelve below.

1.11 “Property” has the meaning given to it in the Recitals above.

1.12 “Single Family” shall mean and refer to a single housekeeping unit which includes not more than two (2) adults who are not legally related by marriage, blood, ~~or~~ adoption, or under approved foster care.

1.13 “Unit” shall mean and refer to any townhome situated upon a Lot.

ARTICLE TWO **ASSOCIATION**

2.1 Association. The Association will be a Virginia non-stock corporation governed by the Governing Documents and the provisions of the Property Owners Association Act as in effect in the Commonwealth of Virginia.

2.2 Purposes and Powers.

(a) The Association's purposes are to: (i) manage, operate, construct, improve and maintain the Common Areas, as necessary or appropriate; along with the maintenance of the grounds and other services set out herein; (ii) administer and enforce the covenants, conditions, restrictions, reservations and easements created by this Declaration; (iii) levy, collect and enforce the assessments, liens, charges and penalties imposed pursuant hereto; (iv) take any action reasonably necessary or appropriate to protect the general welfare and safety of Owners and residents of the community and their guests, and (v) regulate and manage Blue Stone Town Center Townhomes with the goal of enhancing and protecting its value.

(b) Unless expressly prohibited by law or any of the Association’s Governing Documents, the Association may take any and all actions that it deems necessary or advisable to fulfill its purposes.

(c) Insurance. The Association shall maintain general liability insurance in an amount determined by the Board of Directors from time to time, and such other insurance as is required by law or deemed appropriate by the Board of Directors.

(d) Rules and Regulations. The Board of Directors shall have the authority to adopt and modify from time to time reasonable rules and regulations to govern use of the Common Areas and the community at large.

2.3 Board of Directors. The business of the Association shall be managed by its Board of Directors. The members of the Board of Directors shall be appointed by Declarant for so long as Declarant owns any Lot or any portion of the Additional Property, unless earlier transition of control is required by Virginia’s Property Owners Association Act. Upon transfer of control of the Association by Declarant, the Board of Directors shall be elected by the Owners as provided in Article 3 below.

2.4 Books and Records. Upon request, the Association shall allow Owners and mortgagees to inspect current copies of the Association's Governing Documents, published rules and regulations, and the books, records, budgets and financial statements of the Association at reasonable times and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials as well as for the time of Association members associated with such inspection.

2.5 Personal Liability and Indemnification. No officer, director, employee, or committee member of the Association shall be personally liable to the Association or any Owner for any injury, damage, loss, cost or expense suffered or incurred by reason of any act or omission of such officer, director, employee, agent or committee member unless a court of competent jurisdiction finds that such officer, director, employee, agent or committee member engaged in willful misconduct or knowing violation of criminal law. The Association shall indemnify and hold harmless its present and future officers and directors to the maximum extent permitted by law and its Governing Documents.

2.6 Delegation of Duties. The Association, by decision of its Board, may delegate its responsibility including the collection of assessments and records pertaining thereto, to a management company that is in the business of managing homeowner associations.

ARTICLE THREE **MEMBERSHIP AND VOTING**

3.1 Membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. No Owner shall have more than one membership. Each Member shall have the rights, duties and obligations set forth in the Association's Governing Documents. Any attempt to transfer a membership apart from transfer of ownership of a Lot shall be null and void.

3.2 Meetings. All meetings at which the Owners will be presented with matters to vote on shall be called by the Board of Directors of the Association upon such notice as is required by the Governing Documents of the Association and applicable law.

3.3 Voting. A Member shall be entitled to one (1) vote for each Lot owned. Unless otherwise provided in the Association's Bylaws (if any), any matter coming before the Members for vote at any properly called meeting shall be approved only if it receives the affirmative vote of Members holding more than fifty percent (50%) of membership voting rights who are voting in person or by proxy at a meeting duly called meeting at which a quorum is present (or such higher percentage as is required by the Governing Documents or applicable law). A quorum shall be twenty-five percent (25%) of the Members, as represented by their voting rights. Notwithstanding anything herein to the contrary, when determining whether a requisite percent vote has been obtained, the total number of Members shall be based on the Lots to which membership is appurtenant, rather than the total number of Members.

3.4 Election of Directors. The members of the Board of Directors shall be appointed by Declarant for so long as Declarant owns any portion of the Property or Additional Property or, if earlier, the time that Declarant elects to waive its right to appoint directors and calls for an election by the Association (as to any one or more directors). At the initial election of directors by the Association's members, the person receiving the highest number of votes shall serve a term of three (3) years; the person receiving the next highest number of votes shall serve a term of two (2) years; and the person receiving the third highest number of votes shall serve a term of one (1) year. Thereafter, all directors elected shall serve for a term of three (3) years.

The Association shall give written notice to all Owners of the election of members of the Board of Directors. The notice shall be hand delivered or mailed first-class at least thirty (30) days in advance of the proposed election to each improved Lot (or if a Lot is unimproved, to the address for the Owner of such Lot in the real property tax records of the City). The notice shall include a ballot containing the names of at least one nominee for each open Board seat and space for write-in candidates if an Owner desires to nominate and vote for an alternative candidate. The notice may be written as a proxy allowing the Owner to check off his or her desired vote(s) and return that to the Association to be counted as a proxy vote.

ARTICLE FOUR

ARCHITECTURAL CONTROLS

4.1 No building, fence or other improvement (which shall include, but not be limited to, solar panels) shall be erected or placed on any portion of the Property, nor shall any exterior addition, change or alteration to any existing improvement on any portion of the Property be made until approved by the Board of Directors of the Association, acting as an architectural control committee (or, if the Board so elects, by a third party architect or property management company retained by the Association to provide architectural review services for a fee) (in such capacity, the "ACC"). Plans and specifications showing the nature, kind, shape, height and materials and a plat showing the location of the same shall be submitted to the ACC, which shall review the same as to the harmony of external design and location in relation to surrounding structures and topography. Without limitation, ACC has the authority to approve changes of exterior finishes or colors, storm or screen door style and color, installation of basketball hoops, exterior lighting changes and installation of fences, walls or hedges.

4.2 The ACC shall have full and complete discretion to approve or reject any proposed building, fence or other improvement or alteration on any Lot. The ACC may base its approval or rejection of plans and specifications upon any grounds it deems sufficient, including purely aesthetic considerations. The ACC shall not be bound to approve any proposed building or improvement solely because it complies with the restrictions and covenants herein or is comparable in cost, value or appearance to existing buildings and improvements on other Lots. The ACC may, however, approve any proposed building or improvement that does not meet the requirements of this Declaration if, in the ACC's opinion, such deviations are not harmful to the value of adjoining Lots. The ACC shall have no duty to exercise this power, nor shall the ACC have authority to permit deviations from Section 5.1 of this Declaration. The ACC shall determine all matters by majority vote.

4.3 The ACC shall, within thirty (30) days after submission of plans and other required items to the ACC for review, notify the requesting Owner, in writing, that the plans are (i) approved, (ii) approved with conditions, (iii) rejected (with the reasons for rejection clearly stated), or (iv) that additional information is required to permit the ACC to make its decision. If the ACC fails to act within thirty (30) days after receiving a submission, the submission shall be deemed approved; provided however, the ACC's failure to act shall not be construed as a waiver of any violation of this Declaration. If the ACC requests additional information, a new thirty (30) day period shall commence when all requested additional information is received by the ACC.

4.4 Representatives of the ACC may inspect any building or other improvements during construction to ensure that it conforms to the approved plans and specifications. If discrepancies exist, the ACC may require corrective work or issue a notice to cease construction until conformity is assured to its satisfaction. Failure to heed such a notice from the ACC shall be a default under this Declaration.

4.5 Neither Declarant nor the ACC shall be liable to any Owner or other person for any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or other person arising out of or in any way related to the subject matter of any required review, acceptance, inspection, permission, consent or approval, whether given or withheld.

4.6 Any purchaser for value of a Lot and any lender who secures a lien on a Lot may assume that any improvements on the Lot completed for more than six (6) months are satisfactory to the ACC.

4.7 The ACC shall not be responsible for reviewing, nor shall its approval of any project be deemed approval of, any proposed construction from the standpoint of safety, whether structural or otherwise. Approval of plans and specifications pursuant to this Declaration shall not relieve any Owner of the responsibility to comply with all applicable governmental laws or regulations.

4.8 The ACC may establish a reasonable processing and review fee to defer its costs in considering requests, which fee shall be paid at the time the request for approval is submitted.

4.9 Notwithstanding anything to the contrary herein, Declarant and the construction by Declarant of any buildings, structures or improvements on the Property shall be exempt from ACC review and shall not be subject to the provisions of this Article.

ARTICLE FIVE

USE RESTRICTIONS

5.1 Residential Use. No Lot shall be used except for residential purposes for one (1) single family dwelling. Declarant may use a Unit as a model home and otherwise use Lots for business purposes in connection with development, sale and operation of the Property and Additional Property. The restriction to use for residential purposes does not prohibit (a) rental of property to individuals who use such improvements for residential purposes so long as such rentals are subject to a written lease of at least twelve (12) months' duration, nor (b) use of a portion of a dwelling as a home office approved under Section 5.2 below. The lease shall refer to this Declaration and the Governing Documents and provide that a default thereunder is a default under the Lease.

5.2 Home Occupations. No profession or home occupation shall be conducted in or on any part of a Lot unless (i) approved by the Board of Directors (ii) ~~and~~ compliant with applicable zoning regulations; ~~and (3) does not create employee, customer, client, or other traffic to and from the Lot.~~

5.3 Temporary Residences. No trailer, tent or other outbuilding erected on any Lot shall be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

5.4 Structures. No mobile home, double-wide manufactured home, house trailer or modular home shall be constructed or placed on any Lot. Modest construction trailers shall be permitted with ACC approval during the period of construction.

5.5 Garages. Dwellings may have an attached garage, homogeneous in design to the dwelling as a part of initial construction, but may not be modified to provide for an attached garage after such townhome has been built. No detached garage or carport shall be permitted on any Lot nor shall a garage be converted to living space.

5.6 Completion of Construction once Begun. Other than original dwellings constructed by Declarant, the exterior of any dwelling or building on any Lot shall be completed within nine (9) months after construction commences.

5.7 Antenna and Satellite Dishes. No antennae or satellite receiving device of any kind larger than eighteen (18) inches in diameter shall be erected on any Lot or on any structure thereon. The location of any permitted satellite receiving device must be approved by the ACC. This paragraph is subject to federal regulations and if necessary to comply with federal regulations shall be interpreted to afford the Association the maximum regulatory power permitted with respect to satellite dishes and antennae.

5.8 Fences and Hedges. No fence or hedge shall be constructed or erected on any Lot without prior approval from the ACC. This restriction is not applicable to fences or hedges constructed by Declarant. ~~Chain link~~ ~~Neither chain link nor wood~~ fences shall not be permitted.

5.9 Swimming Pools. Above-ground swimming pools (not including hot tubs, Jacuzzis or portable “kiddie” pools) are prohibited.

- 5.10 Signs. No sign of any kind shall be displayed to public view on any Lot except:
- (a) one (1) sign not exceeding five (5) square feet advertising the Lot for sale or for rent;
 - (b) signs used by a builder to advertise the Lot during construction;
 - (c) signs required by law or for legal proceedings; and
 - (d) one (1) sign not exceeding one-half (½) square foot displaying the name of the Owner or occupant of the Lot.

5.11 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose or in excessive or unusual numbers. Whenever animals are permitted outside, they must be secured by a leash or lead and be under the control of a responsible person and obedient to that person’s command at all times. No dogs shall be left outside unattended. Owners are responsible for cleaning up after their pets, including the immediate removal of droppings from Common Areas.

5.12 Condition. All Lots and the improvements thereon shall be kept at all times in a neat, attractive, safe and structurally sound condition (with some leeway during periods of construction). Weeds, grass and dead trees shall be routinely cut and building exteriors shall be routinely painted (provided that any change of exterior colors shall require prior approval of the ACC).

5.13 Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary enclosed containers. All containers shall be appropriately screened from view from any street, except on days of garbage collection. Trash removal is subject to the rights of the Association to arrange for service as provided above. No incinerator or burning of trash shall be permitted on any Lot.

5.14 Repair of Damage. If any building on any Lot is totally or partially damaged by fire, wind or other hazard, the Owner shall, within a period of three (3) months thereafter, (a) commence repairs of the damage or (b) tear the building down and remove the debris from the Lot, subject to party wall rights of any adjoining Owner.

5.15 Association Right to Repair. If any Owner fails to make any required repairs or maintenance, the Association may, after giving ten (10) days’ written notice to that Owner, make or cause such repairs or maintenance to be made on behalf of the Owner. The costs thereof shall be recoverable from the Owner as a default assessment as provided in Section 8.1 and Section 10.2(b) below.

5.16 Vehicles. No motor vehicle shall be kept on any Lot unless it bears a valid state license plate and current inspection sticker unless within a structural enclosure. No vehicle shall

be parked in an area other than on the driveways of each Lot and authorized parking within the Common Area or driven in any area within the community other than roads and thoroughfares intended for vehicle traffic.

5.17 Large Vehicles and Equipment. No trailer, bus, camper, boat, motor home, truck larger than three-quarter ton, commercial equipment, commercial vehicle (including, but not limited to, any tractor trailer or combination of tractor and trailer) or disabled or unlicensed vehicle, or any portion thereof may be parked or stored on any Lot except commercial equipment and vehicles temporarily located therein for the purpose of performing necessary construction or repairs. No stripped down or junk vehicles (licensed or unlicensed) or any sizable parts thereof shall be parked on any Lot or the Common Area. The Association shall have the right to tow any improperly parked vehicle or any vehicle, the keeping or parking of which in the Common Area violates this Declaration upon forty-eight (48) hours' notice posted on the vehicle. All costs for towing shall become a lien upon such Lot and such lien may be enforced in the same manner as an annual assessment.

5.18 Noxious or Offensive Activities. No noxious or offensive use or activity shall be carried on upon any Lot, nor shall any practice be engaged in by any Owner or occupant of a Lot that is an annoyance or nuisance to the neighborhood.

5.19 Clotheslines. Drying of clothes in public view is prohibited, but is permitted on temporary clotheslines within fenced areas screened from view. No permanent clothes lines shall be erected on any Lot.

5.20 Skateboard Ramps. No skateboard ramps or similar structures shall be constructed, placed or used on any Lot.

5.21 Exterior Lights. No exterior watch light shall be erected on any Lot without the prior approval by the ACC. As used herein, a "watch light" is an exterior light typically mounted on a telephone, utility or street light pole or any other light which casts an unacceptable level of light on neighboring Lots.

5.22 ATVs. No dirt bikes, ATVs, three or four wheelers, or other non-licensed vehicles shall be operated on any Lot or the Common Area.

5.23 Storage Tanks. No propane, oil or other storage tank or cylinder shall be permitted on any Lot unless buried or adequately screened as determined by the ACC.

5.24 No Further Subdivision. No Lot shall be subdivided into smaller lots; no portion of any Lot shall be sold or conveyed; boundary lines between Lots shall not be removed or altered; and no Lot or any portion thereof shall be used as an access way or right-of-way for ingress or egress to any other Lot or parcel of land (excluding the Access Easement) without the prior written consent of the Owners of a majority of the Lots. Such consent shall in no way eliminate the need to obtain any necessary local government approval.

5.25 No timeshares. No portion of the Property may be submitted to timeshare or similar arrangement in which fractional ownership is associated with designated occupancy or use rights, without the prior discretionary approval of the Association's Board of Directors.

ARTICLE SIX

PROPERTY RIGHTS AND EASEMENTS

6.1 Parking Rights. The Association shall regulate parking on any Common Area through the granting of easements or promulgation of rules and regulations.

6.2 Easements Over Sidewalks, Private Access Easement and Common Areas. Each Owner is hereby declared to have an easement and the same is hereby granted by the Declarant over sidewalks, the Access Easement and roads located on all Lots, for the sole purpose of ingress to and egress from the Lots, all in keeping with the provisions of this Declaration. Additionally, each Owner is hereby granted an easement in common with each other Owner for ingress and egress through all of the Common Area (as shown on the Plat, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association). Each Owner is hereby granted a non-exclusive right, use and easement of enjoyment for himself and the members of his family, in common with other Owners and their families, in the Common Area.

6.3 Reserved Easement. Declarant reserves a perpetual, non-exclusive easement across the Common Areas as well as all utility easements shown on the Plat for the installation, repair, maintenance and use of public and private utility facilities serving the Property, the Additional Property and any other land now or hereafter owned by Declarant. The Association has an easement over and across all Lots for the performance of its duties under this Declaration, which includes access to repair and replace the roof of each town home, and for the addition of any utilities deemed necessary by the Association.

6.4 Drainage Easement. Declarant reserves to itself, its successors and assigns, and hereby conveys to the Association for the benefit of the Lots, all drainage easements shown on the Plat, as well as an easement to correct any drainage deficiency, for storm water management and the right to connect to such drainage facilities for the installation, maintenance, repair and replacement of stormwater drainage and detention facilities which can also benefit the Additional Property.

6.5 Access Easement. Declarant reserves to itself, its successors and assigns, and hereby conveys to the Association for the benefit of the Lots, the Access Easement shown on the Plat. The Access Easement shall serve and benefit the Additional Property regardless of whether all or any portion of that Additional Property is ever added to the Blue Stone Town Center Townhome community. If the Additional Property is developed other than as an extension of the Blue Stone Town Center Townhome community and the Access Easement is used to provide access to such unaffiliated development, Declarant shall require the owners of lots in such unaffiliated development to share in the costs of maintenance of the Access Easement on an equitable basis with the Members of the Blue Stone Town Center Townhomes Homeowners

Association, Inc. unless the access improvements so shared have been dedicated to and accepted into the public street system.

6.5 Easement for Encroachments. Each Lot shall be subject to an easement for encroachments (including maintenance and repairs thereto) created by overhangs of abutting structures on adjacent Lots. If a dwelling on one Lot is partially or totally destroyed and then rebuilt, minor encroachments by parts of the adjacent dwelling shall be permitted and a valid easement shall exist for such encroachment and the maintenance and repair thereof. Every portion of any building contributing to the support of an abutting building shall be burdened with an easement of support for the benefit of the abutting building.

ARTICLE SEVEN

PARTY WALLS

7.1 Each wall built as a part of the original construction by Declarant of the improvements upon the Lots and placed on the boundary line between the Lots shall be a party wall, subject to the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions to the extent not inconsistent with the provisions of this Declaration.

7.2 Reasonable costs of repair and maintenance of party walls shall be shared by the Owners who make use of the walls in proportion to their use. If an Owner fails to pay his or her share, the Association may levy a default assessment as herein provided, after notice and an opportunity to be heard in accordance with the Property Owners Association Act.

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

7.4 Notwithstanding any other provision of this Article, any Owner who causes a party wall to be exposed to the elements by his negligent or willful acts or those of members of his household, his guests, invitees or tenants, shall bear the entire cost of furnishing the necessary protection against the elements.

7.5 The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and pass with title to the Lot entitled to contribution.

ARTICLE EIGHT

COVENANTS FOR MAINTENANCE ASSESSMENTS

8.1 Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot by acceptance of a Deed to such Lot, 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 or

regular 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) default assessments arising from a default of such Owner under this Declaration. The assessments, together with interest thereon and costs of collection thereof, 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. However, the lien shall remain attached to the real estate until paid.

With respect to any default assessment, the Owner of the Lot against which the Association seeks to levy the default assessment shall be provided notice and an opportunity to be heard in accordance with the Virginia Property Owners Association Act. Owners of Lots against which default assessments have been levied shall pay such assessments as required by the Association.

8.2 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 Members and in particular for the improvement and maintenance of the Property, services, and facilities devoted to this purpose and relating to the use and enjoyment of the Common Area, and of the townhomes situated upon the Property. Specifically, the annual assessment shall be levied by the Board to each Lot equally to satisfy the obligations of each Owner to share equally in the repair and maintenance costs of the Common Areas, which shall include, but not limited to, the following:

(a) Common Area Maintenance. The Association shall maintain the Common Area, including the Access Easement and any parking areas, and arranging for snow removal (provided snow accumulation is at least three (3) inches), from the roads and sidewalks but excluding any areas that are public streets maintained by the applicable governmental authority. All costs incurred by the Association in that regard shall be shared equally by the Lots as a regular assessment levied by the Association. The regular assessment may include a reserve as deemed reasonable by the Association's Board to create a reserve fund for repaving, relining and other substantial repairs of such access and parking improvements.

Notwithstanding the provisions of this Article, the cost of any common facility maintenance, repair or replacements made necessary by the negligent or intentional acts of any Owner or by members of his household or his tenants, shall be paid by the responsible Owner as a default assessment.

(b) Trash. The Association will select and contract with a private contractor to collect garbage from a dumpster at the Property at least once per week, and the cost of such garbage collection will be allocated equally among the Lots at a shared cost financed by regular assessments in accordance with this Declaration. Lot Owners may not arrange for private garbage pick-up.

(c) Landscaping Maintenance Assessments. The Association shall levy a monthly landscaping maintenance assessment against each Lot to defray the costs of landscape maintenance for such Lot. The Association shall, in addition to its other maintenance responsibilities under this Declaration, perform the following services on the subject townhome Lots: mowing, shrubbery trimming, mulching and other general landscaping maintenance. The Association shall also include within the scope of its services the removal of snow from sidewalks (upon reasonable accumulation as determined by the Association in its sole discretion). Maintenance of unusual or excessive landscaping, as determined by the Association, and all areas within an approved private enclosure or fence shall remain the Owner's responsibility.

8.3 Basis of Annual Assessments. The Declarant shall fix the time for initial assessment of Lots as herein provided. Thereafter, effective January 1 of each year, the Board of Directors may increase the regular assessment, after due consideration by the Board of the current and future maintenance costs and operational responsibilities for the Common Area. The assessment may be made on an annual basis, or on a quarterly, monthly or other periodic basis as determined by the Board of Directors from time to time. The Board of Directors may increase the annual assessment by up to five percent (5%) per year of the prior year's annual assessment. Such increase(s) may be made by the Board, without Member approval, after due consideration by the Board of the current and future maintenance costs and operational responsibilities for the Common Area. Any increase above the annual five percent (5%) must be approved by a majority of the eligible votes of Members represented in person or by proxy at a meeting duly called for this purpose, and at which a quorum is present, and by Declarant so long as Declarant owns any Lot or the Additional Property. The initial annual assessment shall be _____ and No/100ths Dollars (\$____.00) on each Lot sold to an Owner after _____. The Declarant covenants and agrees to fund any operating budget deficits until the Declarant has conveyed one hundred percent (100%) of the Lots which it owns.

8.5 Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to each Lot on the date of settlement of the Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

8.6 Initial Working Fund. The Board of Directors shall levy a one-time "initial" assessment at settlement against the Owner of a Lot at the time of conveyance from the Declarant. Such initial assessment shall be _____ and No/100ths Dollars (\$____.00), and shall be used for working capital and commencing the business of the Association or any other purpose established by the Board of Directors.

8.7 Special Assessments for Capital Improvements. In addition to the annual or regular assessments authorized above, the Board of Directors shall have the authority as provided by Va. Code § 55.1-1825 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 and the proceeds of the assessment to be used primarily for the maintenance and upkeep, including capital expenditures, of the Common Area. A special assessment must receive the affirmative vote

of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, and at which a quorum is present, written notice of which shall be sent to all Members in accordance with the Association's Governing Documents.

8.8 Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Area by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors pursuant to Va. Code § 55.1-1826. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the direction of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Area may be expanded only for the purpose of affecting their repair, replacement or improvement of major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature. The Association may establish such other reserves for such other purposes as the Board of Directors from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

The Association shall conduct such studies with respect to reserves as required pursuant to Va. Code § 55.1-1826.

8.9 Declarant Exempt from Assessment. Notwithstanding anything to the contrary herein, Declarant shall not be assessed on any Lots owned by it unless such Lot is improved with an occupied Unit.

8.10 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 the amount of the annual assessments unless approved by Owners entitled to cast 2/3 of the votes in the Association at that time.

8.11 Certificates. 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.

8.12 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, a late fee may be imposed and the assessment shall earn 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 subject Lot, pursuant to Va. Code § 55.1-1825 or other applicable law. Interests, 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 non-use of the Common Area or abandonment of his Lot.

8.13 Subordination of the Lien to Deeds of Trust. Pursuant to Va. Code § 55.1-1100, 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 Article 8.

ARTICLE NINE

TOWNHOME ROOFING ASSESSMENT

9.1 Creation of Townhome Roofing Assessment Lien. Each Owner of any Lot by acceptance of a Deed, 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) all annual townhome roofing assessments, fees and charges, and (ii) all special townhome roofing assessments for major and/or extraordinary roofing and gutter work. The annual and special townhome roofing assessment, together with interest as hereinafter provided, costs of collection, and reasonable attorneys' fees, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such assessment is made as hereinafter provided.

9.2 Purpose of Townhome Roofing Assessment. The initial annual townhome roofing assessment of _____ and No/100ths Dollars (\$ _____.00) per Lot per year 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, the Board of Directors may increase the annual townhome roofing assessment, after due consideration by the Board of the current and anticipated costs and needs of the Association for the purpose of providing the periodic roofing and gutter work for all townhomes of the Blue Stone Town Center Townhomes. The townhome roofing assessment shall apply ONLY to Lots improved with a townhome Unit, and shall not apply to vacant Lots, Lots under construction, or Lots owned by Declarant. The Board may elect, in its discretion, to establish separate reserve funds for different building groupings within the community, and may charge different roofing assessments to those different groupings based on differences in the age, condition or other factors differentiating the roofs of those different groupings.

9.3 Special Townhome Roofing Assessment. In addition to the annual townhome roofing assessment, the Board may levy a special townhome roofing assessment applicable to that calendar year only for the purpose of defraying, in whole or in part, the costs of any major and/or extraordinary roofing and guttering work of any townhome, provided that any such special townhome roofing assessment must be approved by the affirmative vote of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, and at which a quorum is present, written notice of which shall be sent to all Members in accordance with the Association's Governing Documents.

ARTICLE TEN **MAINTENANCE**

10.1 Maintenance by the Association. Subject to other provisions hereof, the Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Areas, including the roads and parking areas, and shall maintain, repair and replace the roofing and guttering of the townhomes when and to the extent determined by the Association to be necessary to maintain the appearance and condition of the same.

10.2 Maintenance by Unit Owner.

(a) Each Owner shall maintain, repair, and replace, at his expense, all portions of his Lot and Unit except the roof and guttering, and landscaping maintenance performed by the Association in accordance with Section 8.2 above. Without limiting the generality of the foregoing, fence maintenance and the grounds within the fence shall be the responsibility of the Owner.

(b) In the event an Owner of any Lot shall fail to maintain a Lot or Unit in a satisfactory manner, the Association shall have the right, through its agents and employees to enter and repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements, without liability to the Owner, after reasonable prior notice to the Owner and at least ten (10) days' prior written notice that the Association will be undertaking such work. The cost of such exterior maintenance with statutory interest, as well as all costs incurred by the Association to collect such cost (including but not limited to reasonable attorneys' fees) shall be added to and become part of the assessments to which such Lot is subject, as a default assessment, and such assessment if unpaid upon demand shall become a lien upon the subject property. Any assessments under this Section 10.2 shall constitute liens and shall be subject to the provisions of Va. Code § 55.1-1833.

10.3 Right of Entry. Whenever it is necessary to enter any Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performing any cleaning, maintenance, alteration or repair to any portion of the Common Areas or parking area, the Owner shall permit an authorized agent of the Association to enter such Unit and Lot so long as such entry is made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire, flood or running water, entry may be made into a Unit without prior notice or permission.

ARTICLE ELEVEN **ENFORCEMENT**

11.1 Enforcement of this Declaration. The Association, Declarant 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, Declarant or any Owner to enforce any covenant or

restriction herein contained shall not constitute waiver of the right to do so thereafter. Without limiting the generality of the foregoing, the Association, Declarant or any Owner shall have the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.2 Right of Entry. In the event of a violation or breach of any provision of this Declaration, Declarant or the Association may, after giving ten (10) days' written notice to the Owner in breach, enter any Lot or Unit on which, or as to which, a violation or breach exists and summarily abate, provide upkeep to or remove at the expense of the defaulting Owner, any structure, thing or condition that causes the violation or breach, in which case the Declarant or Association shall not be deemed guilty or liable in any manner for trespass.

ARTICLE TWELVE

RIGHT TO INCLUDE ADDITIONAL PROPERTY AND RESERVATION OF NAME

12.1 Right to Include Additional Property. For so long as Declarant owns any portion of the Property or the Additional Property, Declarant may add all or any part of the Additional 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, (b) a statement that Declarant has determined that such real property should be included as a part of the Blue Stone Town Center Townhome community, (c) the legal description of the real property to be added, 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.

12.2 Blue Stone Town Center Name. The name "Blue Stone Town Center" may be used by Declarant, its members and their respective affiliates to refer to all or any part of the Additional Property or other nearby properties, regardless of whether such property is ever made subject to the Declaration. The name "Blue Stone Town Center" is proprietary to Declarant and may not be used without Declarant's written authorization.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

13.2 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 by the affirmative vote of not less than two-thirds (2/3) of the votes at a meeting of the Members, with approval of the Declarant required for any such amendment so long as Declarant owns any Lot or any portion of the Additional Property. Any amendment must be properly recorded. Additionally, Declarant can amend this Declaration without the consent of the Members of the Association within five (5) years after the date of recordation of this Declaration.

Notwithstanding anything to the contrary herein, Declarant reserves the right to unilaterally execute and record a corrective amendment or supplement to this Declaration (to correct a math mistake, inconsistency or scrivener's error or to clarify an ambiguity), or any amendment necessary to ensure that the community complies with the requirements of the secondary mortgage market (such as Fannie Mae) within five (5) years after the date of recordation of this Declaration, without the consent of any Owner.

IN WITNESS WHEREOF, EP Harrisonburg Owner LLC, a Virginia limited liability company, being the Declarant herein, has caused this Declaration to be executed in its name by its duly authorized Manager on this ____ day of _____, 2023, and the Sole-Acting Trustees, and Noteholders, join herein to evidence their consent to this Declaration.

EP OWNER HARRISONBURG, LLC,
a Virginia limited liability company

STATE OF VIRGINIA AT LARGE, to-wit:
CITY/COUNTY OF _____

Given under my hand and seal this _____ day of _____, 2023.

Notary Public

By: _____ (Seal)
Sole-Acting Trustee

STATE OF VIRGINIA AT LARGE, to-wit:
CITY/COUNTY OF _____

I, the undersigned, a Notary Public in and for the State of Virginia at Large, do hereby
certify that , Sole-Acting Trustee, has on this ____ day of _____, 2023,
acknowledged the same before me in the City or County aforesaid.

Given under my hand and seal this ____ day of _____, 2023.

My commission expires: _____

Notary Registration Number: _____

Notary Public

LENDER:

By: _____ (Seal)
Its: _____

STATE OF VIRGINIA AT LARGE, to-wit:
CITY/COUNTY OF _____

I, the undersigned, a Notary Public in and for the State of Virginia at Large, do hereby
certify that _____, as _____ on
behalf of _____, has on this ____ day of _____, 2023,
acknowledged the same before me in the City or County aforesaid.

Given under my hand and seal this ____ day of _____, 2023.

My commission expires: _____

Notary Registration Number: _____

Notary Public

DRAFT

BY-LAWS
OF
BLUE STONE TOWN CENTER TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Definitions

1.1 Association. "Association" shall mean and refer to Blue Stone Town Center Townhomes Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

1.2 Properties. "Properties" shall mean and refer to that certain real property as shown on a Subdivision Plat of Blue Stone Town Center, _____ for Lots _____, such plat being recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book _____ page _____, "Subdivision Plat" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.3 Roads. "Roads" shall mean the common roadways used for access to the Lots and as shown on the Subdivision Plat.

1.4 Lot. "Lot" shall mean and refer to any plot of land shown upon the Subdivision Plat for Blue Stone Town Center, Section __, Lots _____ as a Lot and subsequently to be recorded in the Clerk's Office of Rockingham County, Virginia, as individual Lots.

1.5 Member. "Member" shall mean and refer to every person or entity who becomes an Owner of one or more of the Lots.

1.6 Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple 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.

1.7 Declarant. "Declarant" shall mean and refer to EP Harrisonburg Owner, LLC, a Virginia limited liability company, its successors and assigns, if such successors or assigns are specifically designated by EP Harrisonburg Owner, LLC a successor declarant in a recorded instrument.

1.8 Declaration. "Declaration", "Restrictions" or "Covenants" shall, unless the context otherwise indicates, mean and refer to any or all of those restrictions and covenants contained in the Declaration of the Blue Stone Town Center Townhomes recorded in the aforesaid Clerk's Office in Deed Book _____, page _____.

1.9 Subdivision. "Subdivision" shall mean and refer to the Lots, Common Area, and Open Spaces as shown on the Subdivision Plat.

ARTICLE II

Membership

2.1 Membership. 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. 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.

ARTICLE III

Meetings of Members

3.1 Places of Meetings. All meetings of the Members shall be held at such place, either within or without the Commonwealth of Virginia, as from time to time may be fixed by the Board of Directors.

3.2 Annual Meetings. The first annual meeting of the Members shall be held within twelve (12) months after the incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held approximately twelve (12) months after the previous annual meeting, at such day and time as shall be set by the Board of Directors.

3.3 Special Meetings. A special meeting of the Members for any purpose or purposes may be called at any time by the President, by a majority of the Board of Directors, or by Members together holding at least one-tenth of the voting interests of the Association at the time outstanding and entitled to vote with respect to the business to be transacted at such meeting. At a special meeting no business shall be transacted, and no corporate action shall be taken other than that stated in the notice of the meeting.

3.4 Notice of Meetings. Written or printed notice stating the place, day and hour of every meeting of the Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed (including by e-mail or facsimile) not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Member of record or entitled to vote at such meeting, at his address which appears in the records of the Association. Such further notice shall be given as may be required by law, but meetings may be held without notice if all the Members entitled to vote at the meeting are present in person or by proxy or if notice is waived in writing by those not present, either before or after the meeting.

3.5 Quorum. The presence at the meeting of Members or their proxies entitled to cast at least twenty-five percent (25%) of the votes of each class of Members shall constitute a quorum for any action, except as otherwise provided in Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting and to call another meeting without notice other than announcement at the meeting prior to adjournment, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

3.6 Waiver of Notice. A Member may waive any notice required by the Articles of Incorporation of the Association, these By-Laws or the Virginia Non-Stock Corporation Act (the “Act”) before or after the date and time of the meeting that is the subject of such notice. The waiver shall be in writing, be signed by the Member entitled to such notice and be delivered to the Secretary for inclusion in the minutes or filing with the Association’s records. A Member who attends a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

3.7 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All Proxies shall be in writing, in the form required by law, and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of its Lot.

3.8 Conduct of the Meeting. The President of the Association shall act as Chairman at each meeting of the Members. In his absence, the Vice President, or should he be also absent, then a Member chosen by a majority vote of the Members present and entitled to vote, shall act as Chairman of the meeting. The Secretary of the Association, or an Assistant Secretary, or in their absence, any Member designated by the Chairman, shall act as secretary of the meeting.

The Chairman shall determine the order of the business at each meeting of the Members of the Association, but such order maybe changed by a majority in voting power of the Members present, either in person or by proxy, and entitled to vote at such meeting.

ARTICLE IV Voting

4.1 Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article II 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 II. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. For so long as the Class B Member exists, the Class A Members are non-voting Members.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to ten (10) votes for each Lot it owns. The Class B membership shall cease as provided in the Articles of Incorporation of the Association.

ARTICLE V
Directors

5.1 General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors, and, except as otherwise expressly provided by law, the Articles of Incorporation or these By-Laws, all of the powers of the Association shall be vested in such Board.

5.2 Number of Directors. The number of Directors constituting the Board of Directors shall be not less than three (3) nor more than five (5).

5.3 Election and Removal of Directors; Quorum.

(a) Directors shall be elected at each annual meeting of Members to succeed those Directors whose terms have expired and to fill any vacancies then existing.

(b) Directors shall hold their offices for terms of one (1) year and until their successors are elected. Any Director may be removed from office at a meeting called expressly for that purpose by the voting of Members holding not less than a majority of the shares entitled to vote at an election of Directors.

(c) Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors though less than a quorum of the Board, and the term of office of any Director so elected shall expire on the date fixed for the expiration of the term of office of the Director to which such Director was so elected.

(d) A majority of the number of Directors elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Less than a quorum may adjourn any meeting.

5.4 Meetings of Directors. An annual meeting of the Board of Directors shall be held as soon as practicable after the adjournment of the annual meeting of Members at such place as the Board may designate. Other meetings of the Board of Directors shall be held at places within or without the Commonwealth of Virginia and at times fixed by resolution of the Board, or upon call of the President or any two of the Directors. The Secretary or officer performing the Secretary's duties shall give not less than ten (10) days notice by letter, telephone, e-mail, or facsimile (or in person) to the Board Member at his last known address (post office, e-mail, or facsimile) of all meetings of the Board of Directors, provided that notice need not be given of annual meetings or of regular meetings held at times and places fixed by resolution of the Board. The Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. A written record shall be made of the action taken at any such meeting. Directors may act without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Directors either before or after such action. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called. Meetings may be held at any time without notice if all of the Directors are present, or if those not present waive notice in writing either before or after the meeting.

ARTICLE VI Officers

6.1 Election of Officers; Terms. The officers of the Association shall consist of a President, Treasurer, and a Secretary. Other officers, including a Chairman of the Board, one or more Vice-Presidents (whose seniority and titles, including Executive Vice-Presidents and Senior Vice-Presidents, may be specified by the Board of Directors), and assistant and subordinate officers, may from time to time be elected by the Board of Directors. All officers shall hold office until the next annual meeting of the Board of Directors and until their successors are elected. The President shall be chosen from among the Directors. Any two offices may be combined in the same person as the Board of Directors may determine.

6.2 Removal of Officers; Vacancies. Any officer of the Association may be removed summarily with or without cause, at any time, by the Board of Directors. Vacancies may be filled by the Board of Directors.

6.3 Duties. The officers of the Association shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Directors. The Board of Directors may require any officers to give such bond for the faithful performance of his duties as the Board may see fit.

ARTICLE VII Property

7.1 General. The Association shall have the ability to acquire and hold property, both real and personal, for the aesthetic, recreational and general civic benefit of the Subdivision and the Association.

7.2 Recreational and other facilities. The Association shall have the ability to purchase, construct, maintain and operate recreational or other facilities for the use and enjoyment of residents of the Subdivision.

7.3 Easements. The Association shall have the right to grant easements for public utility purposes to any municipality or public utility for the purpose of installation or maintenance of utilities to serve any lot located in the Subdivision including the extension of said utility to adjacent properties.

7.4 Maintenance. The Association shall maintain the Roads until the same are accepted into the City of Harrisonburg road system~~Virginia State Highway System~~.

7.5 Policing. The Association shall be charged with general public policing and control of the Subdivision and the Board of Directors of the Association shall have the power to make any reasonable regulations for the control of such and the prevention of nuisances within the Subdivision.

ARTICLE VIII
Indemnity of Officers and Directors

8.1 Definitions. In this Article:

"Applicant" means the person seeking indemnification pursuant to this Article.

"Expenses" includes legal fees.

"Liability" means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Official Capacity" means (i) when used with respect to a director, the office of director in the Association; or (ii) when used with respect to an individual other than a director, the office in the Association held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Association. "Official Capacity" does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise.

"Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

"Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

8.2 General. The Association shall indemnify any person who was or is a Party to any proceeding, including a proceeding by or in the right of the Association to procure a judgment in its favor, by reason of the fact that he is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, partner, or officer of another Association, partnership, joint venture, trust, employee benefit plan or other enterprise, against any Liability incurred by him in connection with such proceeding if (i) he believed, in the case of conduct in his Official Capacity, that his conduct was in the best interests of the Association, and in all other cases that his conduct was at least not opposed to its best interests, and, in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (ii) he was not guilty of gross negligence or willful misconduct. A person is considered to be serving an employee benefit plan at the Association's request if his duties to the Association also imposes duties on, or otherwise involves services by, him to the plan or to participants in or beneficiaries of the plan. A person's conduct with respect to an employee benefit plan for a purpose he believed to be in the interests of the participants and beneficiaries of the plan is conduct that satisfies the requirement of this section.

8.3 Impact of Legal Proceeding. The determination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere is not, of itself, determinative that the Applicant did not meet the standard of conduct described in this Article.

8.4 Limit on Indemnification. Notwithstanding the provisions of Section 8.2 of this Article, provided there is a finding of gross negligence or willful misconduct, no indemnification shall be made in connection with any proceeding charging the Applicant with improper benefit to himself,

whether or not involving action in his Official Capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

8.5 Indemnification of Expenses. To the extent that the Applicant has been successful on the merits or otherwise in defense of any proceeding referred to in Section 8.2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

8.6 Procedure. Any indemnification under Section 8.2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Applicant is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 8.2 and Section 8.4.

The determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of Directors not at the time parties to the proceeding;

(b) If a quorum cannot be obtained under subsection (a) of this section, by majority vote of a committee duly designated by the Board of Directors (in which designation Directors who are parties may participate), consisting solely of two (2) or more Directors not at the time parties to the proceeding;

(c) By special legal counsel;

(i) Selected by the Board of Directors or its committee in the manner prescribed in subsections (a) or (b) of this section; or

(ii) If a quorum of the Board of Directors cannot be obtained under subsection (a) of this section and a committee cannot be designated under subsection (b) of this section, selected by majority vote of the full Board of Directors, in which selection Directors who are parties may participate; or

(d) By the Members, but shares owned by or voted under the control of Directors who are at the time parties to the proceeding may not be voted on the determination.

Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection (c) of this section to select counsel.

8.7 Advance Payment/Reimbursement.

(a) The Association may pay for or reimburse the reasonable expenses incurred by any Applicant who is a Party to a proceeding in advance of final disposition of the proceeding if:

(i) The Applicant furnishes the Association a written statement of his good faith belief that he has met the standard of conduct described in Section 8.2 and Section 8.4;

(ii) The Applicant furnishes the Association a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and

(iii) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Article.

(b) The undertaking required by paragraph (ii) of subsection (a) of this section shall be an unlimited general obligation of the Applicant but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this section shall be made in the manner specified in Section 8.6.

8.8 Expanded Indemnity. The Board of Directors is hereby empowered, by majority vote of a quorum of disinterested Directors, to cause the Association to indemnify or contract in advance to indemnify any person not specified in Section 8.2 of this Article who was or is a Party to any proceeding, by reason of the fact that he is or was an employee or agent of the Association, or is or was serving at the request of the Association as an employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in Section 8.2. The provisions of Section 8.3 through Section 8.7 of this Article shall be applicable to any indemnification provided hereafter pursuant to this Section 8.8.

8.9 Insurance Option. The Association may purchase and maintain insurance to indemnify it against the whole or any portion of the Liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any Liability asserted against or incurred by him in any such capacity or arising from his status as such, whether or not the Association would have power to indemnify him against such Liability under the provisions of this Article.

8.10 Definitions. Every reference herein to directors, officers, employees, or agents shall include former directors, officers, employees, and agents and their respective heirs, executors, and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred on the Board of Directors shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Association or others, with respect to claims, issues, or matters in relation to which the Association would not have the power to indemnify such person under the provisions of this Article.

ARTICLE IX
Restrictive Covenants

9.1 General. The Association, or any Owner, shall have the right to enforce by a proceeding at law or in equity, the restrictions, conditions and covenants imposed by the Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X
Amendments

10.1 By the Directors. The Board of Directors by a majority vote thereof shall have the power to make, alter, amend or repeal the By-Laws of the Association at any regular or special meetings of the Board. This power shall not be exercised by the executive committee or any other committee of directors.

10.2 By the Members. At any annual or special meeting, By-Laws may be adopted, and all By-Laws shall be subject to amendment, alteration, or repeal by a majority of all Members entitled to vote. Pursuant to resolution adopted by a majority of the Members entitled to vote, the Members may provide that certain By-Laws adopted, approved, or designated by them may not be amended, altered, or repealed, except by a certain specified vote of the Members.

10.3 Special Amendments. Notwithstanding anything herein to the contrary, the Declarant may unilaterally amend these By-Laws to make any amendment (a) it deems necessary to make a non-material, clarifying or corrective change, or (b) required by any of the federal mortgage agencies, such as the Veterans Administration, Federal Housing Administration, Fannie Mae or Freddie Mac, or by a local development of the Blue Stone Town Center (Townhomes) Subdivision or the operation of the Association, by the filing of Articles of Amendment with the Virginia State Corporation Commission, and shall give written notice to the Members of any amendments made pursuant to clause (b). This right of the Declarant to amend these By-Laws as aforesaid shall continue notwithstanding the lapse of the Declarant's Class B membership.

10.4 Conflict. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control, and in the case of any conflict between these By-Laws and the Articles, the Articles shall control.

ARTICLE XI
Miscellaneous Provisions

11.1 Seal. The seal of the Association shall consist of a flat-faced circular die, of which there may be any number of counterparts, on which there shall be engraved the word "Seal" and the name of the Association.

11.2 Fiscal Year. The fiscal year of the Association shall end on such date and shall consist of such accounting periods as may be fixed by the Board of Directors.

11.3 Checks, Notes and Drafts. Checks, notes, drafts and other order for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize, however, the signature of any such person may be a facsimile.

4874-9679-2472, v. 1

DRAFT



CITY OF HARRISONBURG COMMUNITY DEVELOPMENT

409 SOUTH MAIN STREET, HARRISONBURG, VA 22801

OFFICE (540) 432-7700 • FAX (540) 432-7777

REZONING

On **February 28, 2023**, the Harrisonburg City Council approved a rezoning request from R-1, Single Family Residential District, R-3, Medium Density Residential District, and B-2, General Business District to R-7, Medium Density Mixed Residential Planned Community District for the properties located at:

**1010 Garbers Church Road, 1645 and 1815 Erickson Avenue,
1781 South High Street, and South Dogwood Drive
(although there is no property frontage along South High Street or South Dogwood Drive)
Harrisonburg, VA 22801**

City Tax Map Parcel(s): 21-K-4 & 5; 115-B-1 & 4; and 117-C-3

In connection with the rezoning approval for the property, the following documents together are the approved master development plan:

- Master Plan Zoning Requirements for Bluestone Town Center, revised February 24, 2023
- Bluestone Town Center Rezoning Request Proffer, revised January 13, 2023
- Street Improvement Agreement, dated March 1, 2023
- Master Plan Layout, revised January 10, 2023
- Typical Manufactured Home, Single Family Detached, and Townhome Landscape Plan, dated February 24, 2023
- Page 2 of the Conceptual Site Layout, revised February 24, 2023 (Note: This layout is conceptual and not part of the master development plan, except for the reference from the Master Plan text in Section F, Other Regulations, Subsection (3) to general locations of parks areas shown.)



DANG

3/24/2023

Thanh Dang, AICP
Assistant Director of Community Development

Date

Master Plan Zoning Requirements for Bluestone Town Center

December 7, 2022

Revised January 4, 2023

Revised January 10, 2023

Revised February 24, 2023

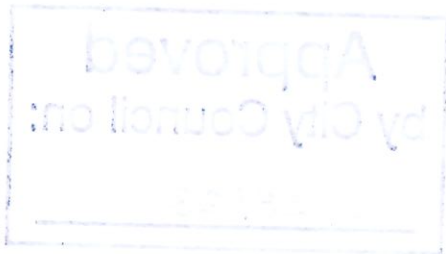


Applicant:
**Harrisonburg Redevelopment
and Housing Authority**
P.O. Box 1071
Harrisonburg, VA 22803
540-434-7386

Prepared By:
Blackwell Engineering
566 E. Market St.
Harrisonburg, VA 22801
540-432-9555

Table of Contents

A.	Uses Permitted By Right	3
B.	Uses Permitted Only by Special Use Permit	3
C.	Area, Density and Dimensional Regulations	4
D.	Off-Street Vehicle and Bicycle Parking	4
E.	Modifications and Adjustments	6
F.	Other Regulations	8



ZONING REGULATIONS FOR BLUESTONE TOWN CENTER

A. Uses Permitted By Right

- (a) Single-family detached dwellings.
- (b) Single-family attached dwellings (townhouse dwellings of two (2) to eight (8) dwelling units).
- (c) Multiple-family dwellings with no more than sixty-four (64) units per building under conditions set forth in subsections 10-3-57.6.(c) and (d).
- (d) Home occupations.
- (e) Community buildings.
- (f) Public and private schools.
- (g) Child day care centers.
- (h) Adult day care centers.
- (i) Retail stores, convenience shops, personal service establishments, restaurants (excluding drive-through facilities unless permitted by special use permit) food and drug stores.
- (j) Governmental, business and professional offices and financial institutions.
- (k) Churches.
- (l) Parks.
- (m) Common open space.
- (n) Public uses.
- (o) Accessory buildings and uses customarily incidental to any of the above-listed uses.
- (p) Dwelling units may be occupied by a single family or not more than two (2) persons, except that such occupancy may be superseded by building regulations.
- (q) Parking lots and parking garages.
- (r) Small cell facilities. Wireless telecommunications facilities are further regulated by Article CC.
- (s) Homestays, as further regulated by Article DD.
- (t) Manufactured homes, provided that the Manufactured homes are (i) attached to a permanent foundation, (ii) titled as real estate, and (iii) limited to one Manufactured home per lot.

B. Uses Permitted Only by Special Use Permit

- (a) Private clubs and golf courses.
- (b) Home for the aged in which three not more than three (3) persons not of the immediate family are provided with food, shelter and care for compensation.
- (c) Major family day home.
- (d) Short-term rentals, as further regulated by Article DD.
- (e) Walls and fences greater than the height otherwise permitted, under such conditions as are deemed necessary by the city council.
- (f) Drive-through facility.
- (g) Reducing required parking areas to permit fewer than the required number of vehicle parking spaces for any use, provided that an amount of open space equal to the

amount of space that would have been used for the required number of vehicle parking spaces is left available for parking in the event that, at the discretion of the city council, it is needed at some time in the future. Open space used for this purpose shall be so noted in the deed and shall not be used to meet any conflicting requirements of the zoning ordinance.

- (h) Public uses which deviate from the requirements of title 10, chapter 3.
- (i) Concealed wireless telecommunications facilities, industrial microcells, distributed antenna systems, and macrocells. Telecommunications towers are not permitted, except towers primarily erected for the use of the Harrisonburg-Rockingham Emergency Communications Center up to two hundred (200) feet in height. Wireless telecommunications facilities are further regulated by article CC.

C. Area, Density and Dimensional Regulations

- (a) Maximum density: Ten (10) dwelling units per acreage.
- (b) Lot area, lot height, lot width, and yards for all uses:

ZONING	Uses		MINIMUM LOT AREA (SF)	LOT WIDTH (FEET)	FRONT YARD SETBACK (FEET)	SIDE YARD SETBACK (FEET)	REAR YARD SETBACK (FEET)	MAX HEIGHT (FEET)
A	Multiple-Family Dwellings	Senior Apartments	8100	90	10	5	10	50
B		Multi-family Apartments	8100	90	10	5	10	50
C		Garden Apartments	8100	90	10	5	10	50
D		Town Homes- Over Retail	1080	18	0	0	10	50
E	Single-family attached dwellings	Town Homes	1080	18	0	5	10	40
F	Single-family detached dwellings & Manufactured Homes		4500	50	20	5	25	40
G	Community Buildings		6000	40	5	5	5	40
H	All Other Uses		1080	18	0	0	10	40

- (c) As shown on the Master Plan Layout, housing by unit type and community buildings will be restricted within designated areas.
- (d) Setback and height regulations for accessory buildings and structures are in Section E. Modifications and Adjustments of this master plan.
- (e) The minimum setback for principal buildings along exterior property lines of the development shall be 7-feet for one- and two-story buildings and 10-feet for three-story buildings.

D. Off-Street Vehicle and Bicycle Parking

Off-Street Vehicle and Bicycle Parking are to be governed by Article G of the Zoning Ordinance except for the off-street vehicle parking uses specified below in subsections (1) through (12):

Off-Street Vehicle Parking Regulations

Off-street parking requirements shall be met as stated herein for all new buildings and structures and all existing building types included herein which are hereafter enlarged, altered and/or changed in use.

- (1) Definition of a "parking space:" The area required for accommodating one (1) automobile or other motorized vehicle on private property, which shall be a

minimum of nine (9) feet in width and eighteen (18) feet in length, not including passageways (9' x 18'). Twenty-five (25) percent of the total parking provided may be designated for compact automobiles. Compact spaces shall be a minimum of eight feet by seventeen feet (8' x 17') for regular spaces and eight feet by twenty feet (8' x 20') for parallel spaces and that all such compact car spaces be clearly marked, using vertical signage or pavement markings, with the wording "Compact Cars Only."

- (2) All off-street parking spaces and drives shall be constructed of an all-weather stabilized, dust free surface which is clearly defined from adjoining on-site improvements.
- (3) On-site parking shall not depend on the public right-of-way in order to maneuver into or out of parking spaces, except for single family detached or duplex dwellings.
- (4) All means of ingress and egress for parking on lots fronting on more than one (1) public street shall be located at least twenty-five (25) feet from the intersection of property lines (rights-of-way) of such streets.
- (5) All vehicle parking spaces required herein shall be located on the same lot with the building or use served, on adjoining lots located on property zoned where such parking is permitted, or within a common or cooperative location in the ownership of all participating owners or have easement and maintenance agreements between the participating owners.
- (6) All off-street vehicle parking spaces for handicapped persons shall conform with the most recent Americans with Disabilities Act regulations at the time of their construction.
- (7) All off-street parking spaces, loading areas, driveways, travelways, parking bays and entrances shall comply with the City Design and Construction Standards Manual.
- (8) Single-family detached, manufactured homes, duplexes, townhomes, and multifamily units shall provide a minimum of one (1) parking space per dwelling unit.
- (9) Multifamily dwellings designated as Senior dwellings shall provide a minimum of one half (0.5) of a parking space per dwelling unit. This senior housing designation of 55 years old to apply for senior parking.
- (10) Community centers/buildings, including those associated with housing developments, where the use of such space is primarily for the use of residents of the housing development, will have a minimum off street parking requirement of 1 space per 500 gross sf.
- (11) Retail stores, convenience shops, personal service establishments, restaurants, food and drug stores and governmental, business and professional offices, financial institutions, public and private schools, child day care centers, adult day care centers, and churches shall provide a minimum of one (1) parking space per 600 square feet of gross floor area.
- (12) All uses not listed above are to be governed by Article G of the Zoning Ordinance."

Combining or Assigning Spaces for Separate Uses

Combining or Assigning Spaces for Separate Uses to be governed by Article G of the

Zoning Ordinance.

Rules For Computing Required Number of Spaces

Rules for Computing Required Number of Spaces to be governed by Article G of the Zoning Ordinance.

Off-Street Bicycle Parking Regulations

Off-street bicycle parking is to be governed by Article G of the Zoning Ordinance.

Parking Lot Landscaping

Parking lot landscaping is to be governed by Article G of the Zoning Ordinance.

E. Modifications and Adjustments

Article T of the Zoning Ordinance does not apply. Modifications and adjustments set forth in this section modify, supplement, or qualify regulations appearing elsewhere in this master plan.

General Modifications

- (1) 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, eight (8) inches into the required yard setback, provided they do not include additional floor space.
- (2) Fire escapes and other required means of egress from any building may project into a required yard setback, provided that they are uncovered and unenclosed.
- (3) Terraces, patios, uncovered porches, decks, uncovered swimming pools, and other similar features may project into a side or rear yard, provided these projections are at least two (2) feet from any adjoining property.
- (4) The front setback of a building will be based on the primary road the building abuts. For corner lots, the building will front on one of the two streets.
- (5) For corner and through lots, the required principal building setbacks for side and rear yards adjoining public streets shall comply with the minimum side and rear yard requirements in Section C. Area, Density and Dimensional Requirements.
- (6) All manufactured housing in the development will, at the time of construction, meet or exceed the then-current requirements of the Fannie Mae MH Advantage or the Freddie Mac CHOICEhome lending programs, or any replacement program with requirements that are substantially similar.

Height

The height regulations heretofore established will be adjusted in the following cases:

- (1) The height limitations of this master plan shall not apply to the architectural features such as chimneys, spires, etc., and necessary accessory structures such as water towers, smoke-stacks and conveyors which are incidental to uses permitted in nonresidential districts.
- (2) The limitations on the number of stories shall not comply to buildings and structures not intended for human occupancy.

Townhouses

The exterior facades of all townhouse units shall be varied in material and design so that no more than two (2) abutting units will have the same architectural appearance and front yard setback depth. Varied front yard setbacks shall not be less than two (2) feet offset from adjoining units as measured at the principal foundation line of each unit, and no setback distance shall be less than the required minimum.

Accessory Buildings

- (1) *In residential areas, except portable restroom facilities, which are further restricted in this section.* Accessory buildings may be built in the rear yard, but such accessory buildings shall not be less than five (5) feet from any interior side or rear lot line.
- (2) *In business areas, except portable restroom facilities, which are further restricted in this section.* Accessory buildings shall be held to the same setbacks required of principal buildings. No accessory buildings may be placed within the limits of a recorded easement or required fire lane.
- (3) No accessory buildings or garages may be placed within the limits of a recorded easement or required fire lane.
- (4) *Bus shelters* are exempt from all regulations within this master plan except that no shelter shall be located within the limits of a recorded easement or required fire lane.
- (5) *Portable restroom facilities.* Portable restroom facilities are not permitted except for active construction sites, emergencies, or temporary events or festivals.
- (6) *Principal building or use required.* No accessory building shall be constructed on property which has not been improved with a principal building or use and no accessory building shall be used unless the principal use is active.

Walls and fences

Walls and fences, beams and similar items which may restrict passage or vision or simply enhance private property may be located within required yards and defined by building setbacks except as restricted herein:

- (1) No walls or fences or similar items other than landscaping shall exceed a height of eight (8) feet.
- (2) Walls and fences which adjoin property lines shall not be electrified, barbed or otherwise secured in a manner inappropriate or dangerous to the neighborhood.

- (3) Walls and fences shall not impede sight distance at entrances and street intersections, in accord with the City's Design and Construction Standards Manual.

F. Other Regulations

- (1) Where buildings are 20-feet or less apart, there shall be no temporary or permanent structures and obstacles, including but not limited to fences, mechanical equipment (exclusive of HVAC equipment), and landscaping (such as trees and shrubs) between the buildings, except when:
 - (a) Sprinkler systems have been installed in the buildings according to National Fire Protection Association (NFPA) 13, 13R, or 13D fire sprinkler system standards; or
 - (b) The parallel or generally parallel exterior wall(s) of the buildings that are 20-ft or less apart are constructed without openings and have a minimum 1-hour fire resistance rating in accordance with testing standards described in the Virginia Residential Code
- (2) Proposed building projects as permitted in this district, which rely on private refuse collection, shall provide a designated point of collection for dumpsters, trash cans, or other containers, with appropriate dumpster and refuse storage areas. Said facilities shall be screened on all sides by fences, walls, or landscaping to hide them from view and screening shall be equal to or greater than the height of the container(s) placed within the storage area. Except for landscaping, screening shall be made of decay-resistant material.
- (3) Pocket parks are to be located in at least four (4) of the six (6) locations generally illustrated on the Conceptual Site Layout.
 - (a) Each park will be a minimum of 1,000 sf.
 - (b) Each park will contain one or a combination of the following amenities:
 - i. Picnic areas, which will include at least one (1) picnic table and one (1) outdoor grill.
 - ii. Play areas, which include playgrounds, tot lots, or other such similar amenities.
 - iii. Sports utility areas/courts
 - iv. Gazebos
 - v. Dog parks
 - (c) At least two of the parks will be play areas. No more than one (1) of the parks will be dog parks.
 - (d) A minimum of three (3) trees shall be planted in each park.
- (4) Landscaping for manufactured home lots, single family detached lots, and townhome lots will have the minimum number of trees/shrubs as noted in the Typical Manufactured Home, Single Family Detached, & Townhome Landscape Plan.

Bluestone Town Center

RZ-_____
REZONING REQUEST PROFFER
(Conditions for this Rezoning Request)

Applicant:

THE HARRISONBURG REDEVELOPMENT & HOUSING AUTHORITY

Owners:

MARTHA CLARK BARBER AND OTHERS

Tax Map Nos. 115 B 1 and 115 B 4

1645 ERICKSON AVE

AREA = 46.33 ACRES

ZONED: B-2, R-1, and R-3

G S W INVESTORS

Tax Map No. 021 K 4

1781 S HIGH ST

AREA = 26.08 ACRES

ZONED: R3

COOK CREEK CHURCH OF BRETHREN CEMETERY

Tax Map No. 021 K 5

S DOGWOOD DR

AREA = 0.20 ACRES

ZONED: R3

WILLOW LANE PARTNERS

Tax Map No. 117 C 3

1010 GARBERS CHURCH RD

AREA = 17.14 ACRES

ZONED: R1

Approved
by City Council on:
2/28/23

Dated: January 4, 2023 and revised January 13, 2023

**TO THE HONORABLE MAYOR AND MEMBERS OF
THE COUNCIL OF THE CITY OF HARRISONBURG**

Property Information

The Applicant and the Owners of the above-described parcels, totaling 89.75 acres (+/-) of land (the "Property"), have petitioned the of the City of Harrisonburg, Virginia (the "Council") for a rezoning to allow for the development of a specific project, identified as the Bluestone Town

Center (the "Project"), as specifically detailed in the Bluestone Town Center Master Plan dated January 4, 2023 and revised January 10, 2023 (the "Proposed Rezoning").

Proffers

In furtherance of the Proposed Rezoning, the Applicant hereby proffers that in the event the Council shall approve the rezoning of the Property, from their varying current zoning districts to R-7 Medium Density Mixed Residential Planned Community District, then the Project shall be done in conformity with the terms and conditions as set forth herein, except to the extent that such terms and conditions may be subsequently amended or revised by the Applicant and such be approved by the Council in accordance with Virginia law. In the event that such rezoning is not granted, then these Proffers shall be deemed withdrawn and have no effect whatsoever. These Proffers shall be binding upon the Applicant, the Owners, and their legal successors or assigns. Any and all terms and conditions, accepted or binding upon the Property and Project, as a condition of accepting these Proffers, shall become void and have no subsequent effect. The Applicant hereby agrees that the Proposed Rezoning itself gives rise to the need for these Proffers, that the Proffers have a reasonable relation to the Proposed Rezoning, and that all conditions are in conformity with the City's Comprehensive Plan.

The Applicant, who is acting on behalf of the Owners of the Property, hereby voluntarily proffers that, if the Council approves the rezoning, the Applicant and the Owners, or their successors and assigns, will provide the following during the Project:

1. ***Provision of Affordable Dwelling Units. Provision of Affordable Housing.*** Where the Master Plan indicates residential uses, the residential dwelling units within the Project are two-fold: a) for-purchase units; and b) rental units. The Project will incorporate affordable housing components as set forth below:
 - a. For-Purchase Units (single-family detached dwellings, manufactured homes, and townhouses):
 - i. Term: The For-Purchase Units affordability period shall only be upon the initial sale from the Developer to the initial homebuyer.
 - ii. Income Restrictions: 100% of the For-Purchase Units will be initially sold and restricted only to households with incomes between 80% and 120% of the Area Median Income (AMI), as established and updated regularly by the U.S. Department of Housing and Urban Development (HUD).
 - iii. Compliance and Monitoring: Upon request from the City, the Developer will provide certification of household income eligibility for all For-Purchase Unit sales.
 - b. Rental Units (multifamily and townhomes owned and leased by Harrisonburg Redevelopment & Housing Authority (HRHA) or similar entity):
 - i. Term: The Rental Units affordability period shall be thirty (30) years.
 - ii. Income Restrictions: 100% of units will be occupied by households whose incomes do not exceed 80% of AMI, based on income averaging.

- iii. Rent Restrictions: 100% of units will have affordable rents leased at the Low-Income Housing Tax Credit (LIHTC) maximum rents or below.
 - iv. Compliance and Monitoring: Projects awarded LIHTC should submit proof of compliance with Virginia Housing annually. Projects not awarded LIHTC must, upon request from the City, submit an equivalent format to a LIHTC Tenant Income Certification (TIC) for each unit annually during the 30-year term.
- c. Annual Construction:
- i. Beginning on the date of the (subject rezoning) application, the City shall not issue building permits for the construction of more than 100 dwelling units per year, on a cumulative basis, excluding senior housing. The City may review building permits that exceed 100 per each year but will not issue them.
 - ii. Compliance and Monitoring: Upon request from the City, the Developer will provide an accounting of the number of building permits pulled each year and how many building permits it can still pull in that year, which the City can also verify and control through issuance.

2. *Residential Units.*

- a. The maximum number of residential units in the Project will be Nine Hundred (900). The maximum number of multi-family units will be 450. The maximum number of townhouse units will be 350. The maximum number of single-family detached and/or manufactured home units will be 145.
- b. ~~The Bluestone Town Center will implement an applicant preference system prioritizing residents who live or work in the City of Harrisonburg and Rockingham County. The property wait list uses a two-tiered admission preference system. This system gives applicant households that qualify for a preference an opportunity to be screened for eligibility ahead of applicants that do not have a preference. The admission preferences are a way of organizing the wait lists to address local housing issues and agency policy. Without admission preferences, applicant households on the wait list are organized only by the date and time stamp of their pre-application. Priorities and preferences for admission to Bluestone Town Center will be applied as follows: eligible applicants who live or work in the City of Harrisonburg or Rockingham County shall be given priority for occupancy over all other tenants. Developer reserves the option to provide additional preferences as determined to be necessary.~~

Proffer 2.b. was
not accepted by
City Council

3. *Environmental Sustainability.*

- a. All Rental Units shall be initially constructed to meet EarthCraft, Enterprise® Green Communities, or LEED certification building standards.

- b. All For-Purchase manufactured homes will meet or exceed the then-current requirements for Fannie Mae MH Advantage or Freddie Mac CHOICEhome building standards, or any replacement program with requirements that are substantially similar at the time of initial sale.
- c. Solar panel systems will be incorporated on all multi-family housing buildings as a supplementary energy source.
- d. At least 6 electric vehicle ("EV") charging stations will be constructed and maintained at various locations throughout the Project. The EV charging stations shall be "Level 2" equivalent or better technology at the time of construction.
- e. Compliance and Monitoring: Upon request from the City, the Developer will provide certification of the applicable building standard and solar panel system and EV charging station installations.
- f. Landscaping. The Project will contain various green space and common areas, such as, pocket parks, playgrounds, playing fields, and recreation areas. All residential units shall be within 1,000 feet of a green space and/or common area.

4. *Impact fee¹.*

- a. In effort to mitigate the impact the Proposed Rezoning and the Project will have on the school systems and the surrounding communities, an impact fee of Fifty Thousand Dollars (\$50,000) per Rental Unit shall be paid the City of Harrisonburg (the "City") upon the Rental Unit building receiving a certificate of occupancy for all of the units therein, on condition that the City loan \$40,000 per Rental Unit back to the Developer for further construction of the Project.
- b. The Developer shall make annual loan payments to the City and the City shall have a subordinate security interest in the Rental Units pursuant to loan agreements and deed of trust.
- c. Accordingly, the City will immediately retain \$10,000 per Rental Unit upon the issuance of the certificate of occupancy and be paid \$40,000 plus per Rental Unit over time. The Developer shall construct a minimum of 400 Rental Units over the life of the Project, ultimately yielding over \$20,000,000.00 to the City.
- d. Compliance and Monitoring: Upon request from the City, the Developer will certify and provide to the City the number of Rental Unit buildings completed, which the City can verify through issuance of certificates of occupancy.

Proffer 4 was not
accepted by City
Council

¹ The Developer recognizes that this proffer is currently inconsistent with the City Code. However, the Developer believes that such an impact fee for school use is an important element of the Project, and such proffers are common throughout Virginia. Accordingly, this proffer will be subject to a zoning text amendment, and, upon approval of this Rezoning Application, the Developer will work with City staff to draft and implement such an amendment.

5. **Traffic and Transportation.** The Developer agrees to construct or cause to be constructed the following improvements:
- a. A southbound left turn lane, by restriping, at the Garbers Church Road entrance (Road J), with 100' taper and 100' storage.
 - b. A section of Road J between Garbers Church Road and Road A, a section of Road A between Road J and Hidden Creek Lane, and the entirety of Hidden Creek Lane, including all associated bicycle, pedestrian, and public transit facilities, and the small diameter roundabouts, both on and off site between Road A and South High Street shall be completed prior to the City issuing more than 150 certificates of occupancy for dwelling units within Phase 1. As part of the Hidden Creek Lane construction, the Developer will construct:
 1. A mid-block crosswalk to connect the shared use path on the north side of Hidden Creek Lane to the shared use path that parallels the Sunset Heights Branch of Cooks Creek. The shared use path on Hidden Creek Lane (extended) shall be adjusted to end at the midblock crosswalk and transition the off-road path to on-road bike lanes, on both sides of the street.
 2. New sidewalks along the south side of Hidden Creek Lane from the property line to the existing sidewalk along the frontage of the shopping center in accordance with the Street Improvement Agreement with the City.
 3. A small diameter roundabout at the intersection of Hidden Creek Lane and South Dogwood Drive, per design specifications provided by the City.
 - c. A traffic signal at Hidden Creek and South High Street, excluding the right turn lane recommended by the traffic impact analysis (TIA) study, will be completed prior to the City issuing more than 300 certificates of occupancy for dwelling units within the Development.
 - d. A section of Road A between Hidden Creek Lane and Erickson Avenue and a section of Road E between Hidden Creek Lane and Erickson Avenue, including bicycle, pedestrian, and public transit facilities, and all associated improvements and traffic signals prior to the City issuing more than 450 certificates of occupancy for dwelling units within the Development. As part of these improvements, the Developer will:
 1. Construct the entrance at Road A to Erickson Avenue as restricted to right turn in and right turn out only;

2. Construct improvements at Road E to Erickson Avenue, as described in the Street Improvement Agreement accompanying the rezoning application.
 3. Road E shall not be connected to Erickson Avenue until the improvements described in proffer 5.d. are completed.
- e. Shared use paths between the termination points of Roads C and J to connect with the existing Friendly City Trail prior to opening the respective Road sections to vehicular traffic.
 - f. Up to three bus stops within the Project, to include a pull off, concrete pads, shelters, and easements/right-of-way at locations acceptable to the Harrisonburg Department of Transportation (HDPT). HDPT has discretion during site engineering design to waive any requirement of this proffer, if they deem it necessary or appropriate.
 - g. Traffic and transportation improvements in accordance with the Street Improvement Agreement accompanying the rezoning application.

Consistent with the timing already set forth herein, these improvements will be phased and constructed in accordance with the mitigation need created by the construction of the development phases. All traffic improvements described above shall be completed prior to the City issuing more than 450 certificates of occupancy for dwelling units within the Development.

Remainder of page intentionally left blank

Signature pages follow

IN WITNESS WHEREOF, the parties have executed this Rezoning Request Proffer as follows.

APPLICANT:

HARRISONBURG REDEVELOPMENT AND
HOUSING AUTHORITY

By: _____ (SEAL)
Michael G. Wong, Executive Director

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by Michael G. Wong, Executive Director of the Harrisonburg Redevelopment and
Housing Authority, Applicant.

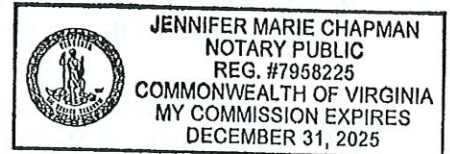
Notary Public

My commission expires: _____
Registration Number: _____

OWNERS:

MARTHA CLARK BARBER AND OTHERS

By: Mary Strate Bahn (SEAL)
Mary Strate Bahn



STATE/Commonwealth of Virginia
CITY/COUNTY OF Harrisonburg/Rockingham

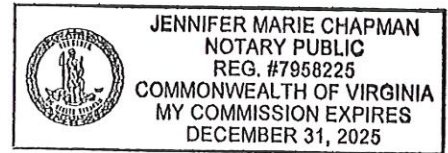
The foregoing instrument was acknowledged before me this 23 day of Feb,
2023, by Mary Strate Bahn, owner.

Jennifer Marie Chapman
Notary Public

My commission expires: 12/31/25
Registration Number: 7958225

MARTHA CLARK BARBER AND OTHERS

By: Sarah Rees (SEAL)
Sarah Rees



STATE/Commonwealth of Virginia
CITY/COUNTY OF Harrisonburg / Rockingham

The foregoing instrument was acknowledged before me this 23 day of Feb, 2023, by Sarah Rees, owner.

Jennifer Marie Chapman
Notary Public

My commission expires: 12/31/25
Registration Number: 7958225

MARTHA CLARK BARBER AND OTHERS

By: Charles W. Clark (SEAL)
Charles W. Clark



STATE/Commonwealth of Virginia
CITY/COUNTY OF Harrisonburg / Rockingham

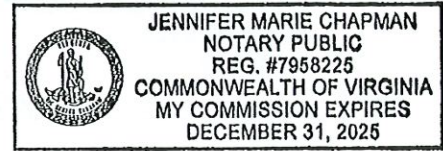
The foregoing instrument was acknowledged before me this 23 day of Feb, 2023, by Charles W. Clark, owner.

Jennifer Marie Chapman
Notary Public

My commission expires: 12/31/25
Registration Number: 7958225

MARTHA CLARK BARBER AND OTHERS

By: Ronnie A. Barber (SEAL)
Ronnie A. Barber



STATE/Commonwealth of Virginia
CITY/COUNTY OF Harrisonburg/Rockingham

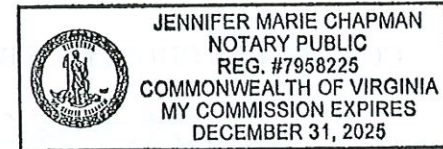
The foregoing instrument was acknowledged before me this 23 day of Feb, 2023, by Ronnie A. Barber, owner.

Jennifer Marie Chapman
Notary Public

My commission expires: 12/31/25
Registration Number: 7958225

MARTHA CLARK BARBER AND OTHERS

By: Dorothy S. Harper (SEAL)
Dorothy S. Harper



STATE/Commonwealth of Virginia
CITY/COUNTY OF Harrisonburg/Rockingham

The foregoing instrument was acknowledged before me this 23 day of Feb, 2023, by Dorothy S. Harper, owner.

Jennifer Marie Chapman
Notary Public

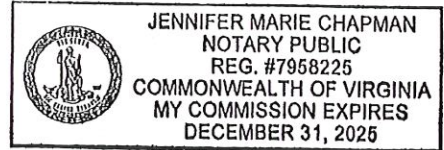
My commission expires: 12/31/25
Registration Number: 7958225

G S W INVESTORS

By: *Greg Weaver*
M. Steven

Its: Manager

STATE/Commonwealth of Virginia
CITY/COUNTY OF Harrisonburg/Rockingham



The foregoing instrument was acknowledged before me this 23 day of Feb, 2023, by M. Steven Weaver, manager of G S W Investors.

Jennifer Marie Chapman
Notary Public

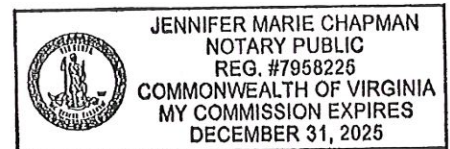
My commission expires: 12/31/25
Registration Number: 7958225

COOK CREEK CHURCH OF BRETHREN CEMETERY

By: *Greg Weaver*
M. Steven

Its: Agent

STATE/Commonwealth of Virginia
CITY/COUNTY OF Harrisonburg/Rockingham



The foregoing instrument was acknowledged before me this 23 day of Feb, 2023, by M. Steven Weaver, Agent of Cook Creek Church of Brethren Cemetery.

Jennifer Marie Chapman
Notary Public

My commission expires: 12/31/25
Registration Number: 7958225

WILLOW LANE PARTNERS

By: Mary Strate Bahn
Mary Strate Bahn

Its: partner



STATE/Commonwealth of Virginia
CITY/COUNTY OF Harrisonburg/Rockingham

The foregoing instrument was acknowledged before me this 23 day of Feb, 2023, by Mary Strate Bahn, Partner of Willow Lane Partners.

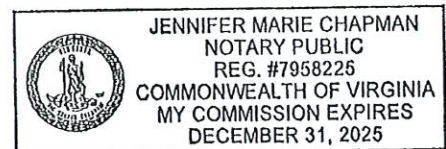
Jennifer Marie Chapman
Notary Public

My commission expires: 12/31/25
Registration Number: 7958225

WILLOW LANE PARTNERS

By: Sarah Rees
Sarah Rees

Its: manager



STATE/Commonwealth of Virginia
CITY/COUNTY OF Harrisonburg/Rockingham

The foregoing instrument was acknowledged before me this 23 day of Feb, 2023, by Sarah Rees, Partner of Willow Lane Partners.

Jennifer Marie Chapman
Notary Public

My commission expires: 12/31/25
Registration Number: 7958225

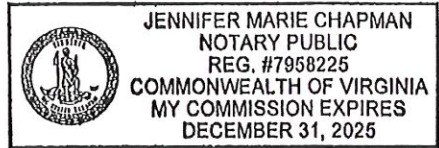
WILLOW LANE PARTNERS

By:

Dorothy S. Harper
Dorothy S. Harper

Its:

partner



STATE/Commonwealth of Virginia
CITY/COUNTY OF Harrisonburg / Rockingham

The foregoing instrument was acknowledged before me this 23 day of Feb,
2023, by Dorothy S. Harper, Partner of Willow Lane Partners.

Jennifer Marie Chapman
Notary Public

My commission expires: 12/31/25
Registration Number: 7958225

WILLOW LANE PARTNERS

By: Ann S. Egge
Ann S. Egge

Its: Partner



STATE/Commonwealth of Virginia
CITY/COUNTY OF Roanoke

The foregoing instrument was acknowledged before me this 23rd day of February, 2023, by Ann S. Egge, Partner of Willow Lane Partners.

Steven Lamont Lomax
Notary Public

My commission expires: September 30, 2023
Registration Number: 7647249

MARTHA CLARK BARBER AND OTHERS

By: Ann S. Egge (SEAL)
Ann S. Egge



STATE/Commonwealth of Virginia
CITY/COUNTY OF Roanoke

The foregoing instrument was acknowledged before me this 23rd day of February, 2023, by Ann S. Egge, owner.

Steven Lamont Lomax
Notary Public

My commission expires: September 30, 2023
Registration Number: 7647249

STREET IMPROVEMENT AGREEMENT

This Street Improvement Agreement ("Agreement") is entered into on this 1st day of March, 2023 by and between HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY ("Owner/Developer") and the CITY OF HARRISONBURG, VIRGINIA, ("City") to memorialize the rights and obligations of the parties related to certain street and other transportation facilities improvements necessitated by the Owner/Developer's planned development of tax map parcels 115-B-1,4, 021-K-4, 021-K-5, 117-C-3 totaling 89.84 acres, more or less, owned by the Owner/Developer (collectively the "Bluestone Town Center").

RECITALS

1. The Owner/Developer has filed a rezoning application with the City of Harrisonburg seeking to rezone the Bluestone Town Center parcels to R-7, Medium Density Mixed Residential Planned Community District. The site is addressed as 1010 Garbers Church Road, 1645 Erickson Avenue, 1781 South High Street, and South Dogwood Drive.
2. A traffic impact analysis ("TIA") provided by the Owner/Developer and accepted by the City in November 2022 indicates future traffic conditions directly related to the Bluestone Town Center warrant improvement of certain streets, widening of certain rights of way, and the establishment of certain other transportation facilities, all within the City.
3. The street and related transportation improvements necessitated by the Bluestone Town Center fall into two categories: Proffered Improvements, which are outlined in the proffer statement included with the rezoning application, and Street Improvement Agreement Improvements, which are outlined in this document.
4. The Owner/Developer has submitted proffers as part of its rezoning application to the City which require the Owner/Developer to provide the Improvements as described below.

AGREEMENT

It is agreed between the parties as follows:

1. Owner/Developer agrees to provide engineering design, right of way acquisition (if required), utility relocation (if required), and all materials for and construction of all improvements described below.
2. The City agrees to provide funds to the Owner/Developer for portions of the required improvements as described below. Prior to the commencement of any work associated with this agreement the Owner/Developer shall submit to the City for review and approval a cost estimate and schedule that outlines the anticipated dates that construction of the required improvements will occur and when funds will be due from the City.

3. Improvements on Erickson Avenue at the intersections with Road E and the Wal-Mart Access Road as shown on Master Plan Public Road Layout sheet, which is attached hereto as Exhibit A:
 - a. Widen Erickson Avenue to provide two (2) 5' bike lanes with 2' buffer (one in each direction), two (2) through lanes (one in each direction), 100' of left turn lanes (one in each direction), 100' of westbound right turn lane storage, 100' of westbound right turn lane taper, and a 5' wide sidewalk on the north side of Erickson Avenue that will extend from the intersection to connect to the existing sidewalk located at tax map parcel 8-F-1. All travel lanes and turn lanes shall be 11' in width and left turn lane tapers shall be designed in accordance with VDOT Road Design Manual Appendix F guidelines. The City will pay 10% of the cost of these improvements.
 - b. Construct a new Traffic Signal that is designed to then applicable City standards. The City will pay 80% of the cost of this Traffic Signal construction.
 - c. Construct a new commercial entrance from Road E onto parcel 115-B-6 and any required parking areas on that parcel in accordance with Exhibits B and C. The City will pay 100% of the cost associated with this commercial entrance and parking area.
4. Improvements on Hidden Creek Lane as shown on the Master Plan Public Road Layout sheet, which is attached hereto as Exhibit A:
 - a. Construct a 5' wide concrete sidewalk along the south side of Hidden Creek Lane beginning at the western end of tax map parcel 021-F-1 and terminating at the existing sidewalk located along tax map parcel 021-F-3.
 - b. The City will pay 50% of the cost of this sidewalk construction and will be responsible for obtaining any needed right of way or easements related to the sidewalk construction.
5. This Agreement may be modified or amended, and the provisions of this Agreement may be waived, only by a writing executed by both parties.
6. This Agreement is contingent upon approval of the submitted rezoning by the Harrisonburg City Council. If the rezoning is not approved by the Harrisonburg City Council, this Agreement is void.
7. This Agreement shall be binding upon the Owner/Developer its successors and/or assigns and shall inure to the benefit of the City of Harrisonburg.

City of Harrisonburg, VA

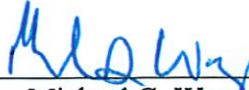
Harrisonburg Redevelopment and Housing Authority

By:



Alexander Banks, VI
City Manager

By:



Michael G. Wong
Executive Director

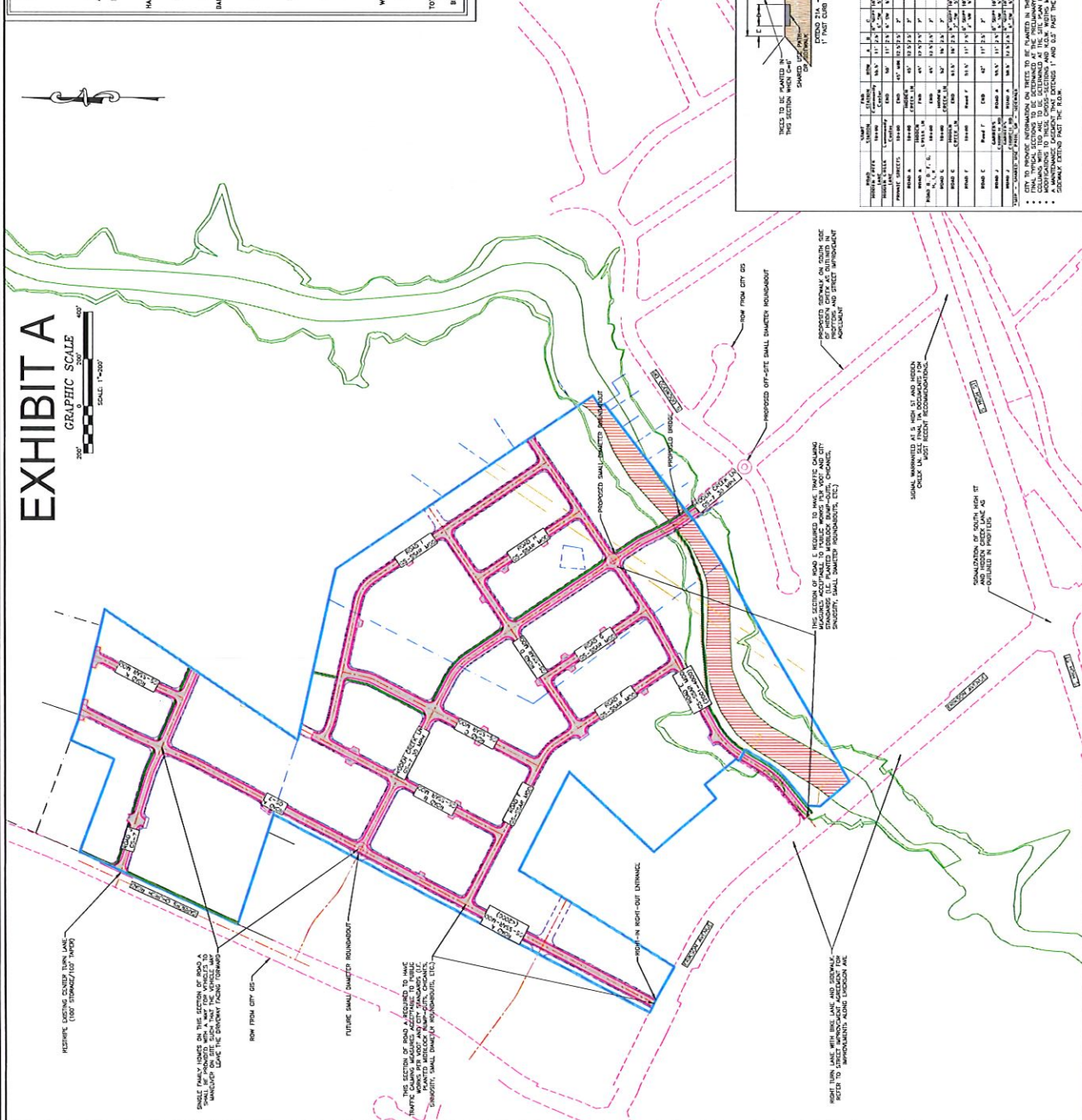
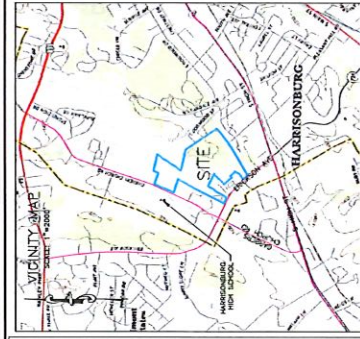


Attest








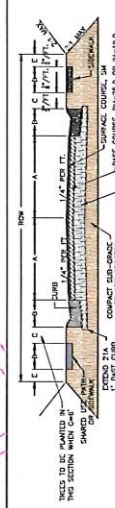
Attest



[illegible][illegible]

LEGEND

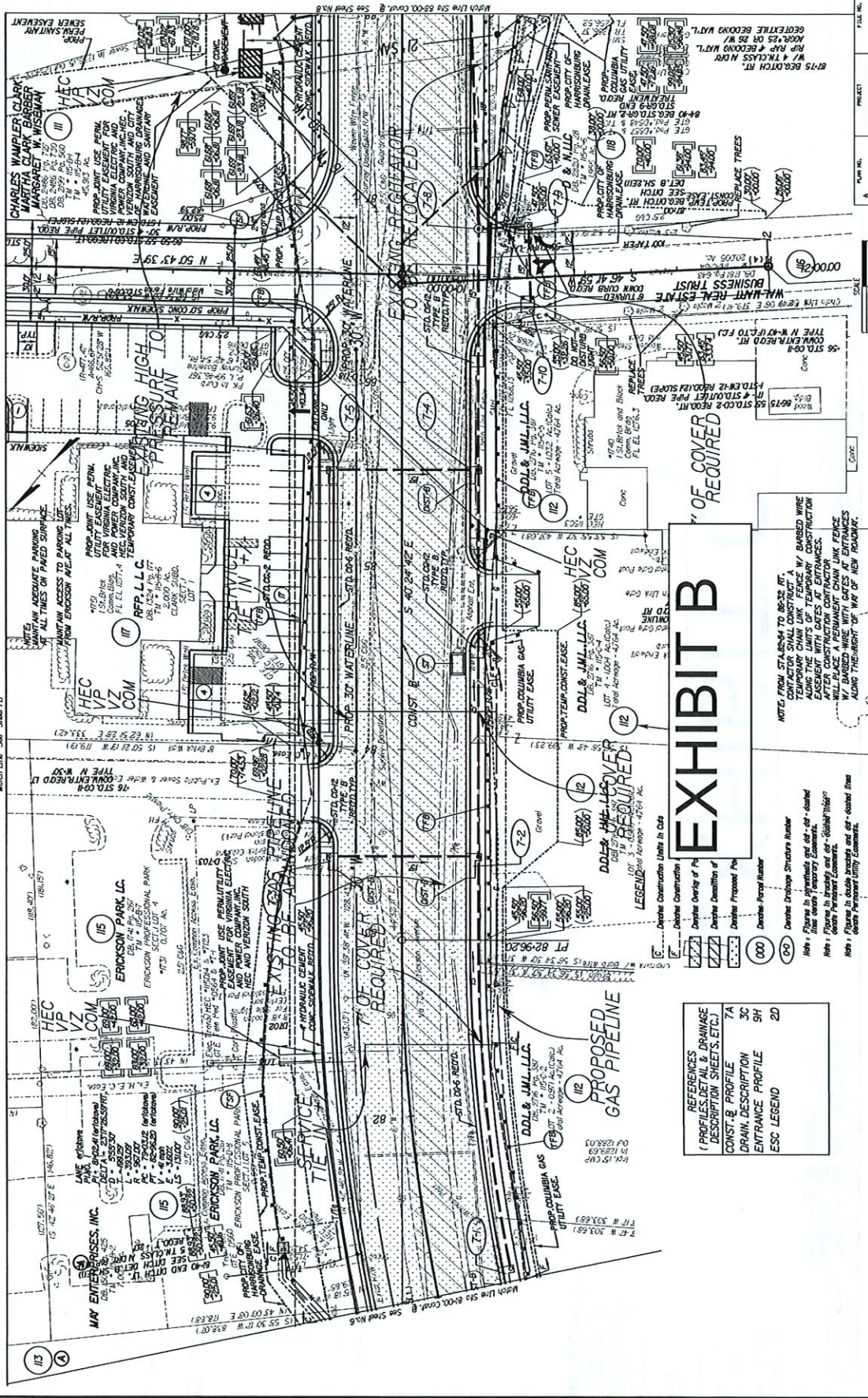
	PROPOSED PUBLIC STREET
	PROPOSED SIDEWALK
	PROPOSED CURB AND GUTTER
	PROPOSED SHARED USE PATH
	SITE PROPERTY LINE
	PROPOSED R.O.W.
	CITY O.L.S. R.O.W.
	EASEMENT
	FLOODPLAIN

[illegible]

CITY TO PROVIDE INFORMATION ON TRUCKS TO BE PLANTED IN THE "B" BUFFER ZONE BETWEEN THE CHURN AND RAMP (SEE COLUMN C FOR SECTIONS WITH A RAMP).
COLUMNS WITH TWO OR MORE ROWS WILL BE PHASED FOR LANE WIDTHS AND LOCATIONS OF SIDEWALKS AND SHARED-USE-PATH.
MODIFICATIONS TO THESE CROSS-SECTIONS AND NEW VIEWS MAY BE REQUIRED AT THE DISCRETION OF PUBLIC WORKS.
A MAINTENANCE DASHBOAR THAT DETECTS 1' AND 0.5' PAST THE EDGE OF THE SHARED-USE-PATH AND SIDEWALK, RESPECTIVELY, WILL BE REQUIRED WHEN THE SHARED-USE-PATH AND SIDEWALK EXTEND PAST THE ROAD.

TYPICAL ROAD SECTION SCHEDULE

THESE PLANS ARE UNFINISHED
AND ARE NOT TO BE USED FOR
ANY TYPE OF CONSTRUCTION.



REFERENCES	
(PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)	
CONST. & PROFILE	7A
DRAIN DESCRIPTION	3C
ENTRANCE PROFILE	9H
ESC LEGEND	2D

Denotes Dropouts Structure Number

Note: Figures in parentheses and dot-dot-dashed lines denote Temporary Consents.

Note: Figures in brackets and dot-dotted lines denote Permanent Consents.

Note: Figures in double brackets and dot-dashed lines denote Withdrawals.

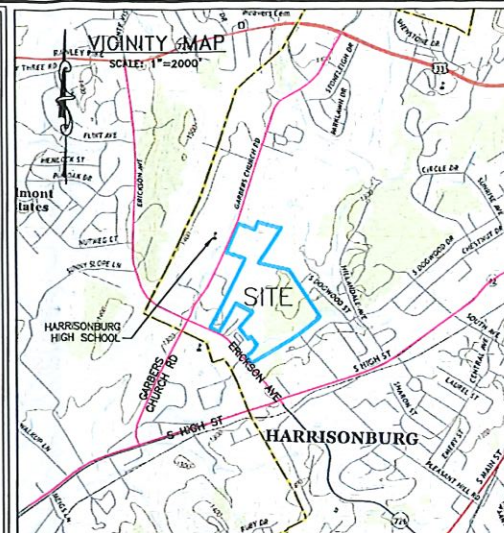
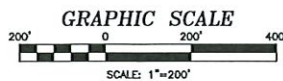
NOTE: FROM STA 85+64 TO 86+32 RT. CONTRACTOR SHALL CONSTRUCT A TEMPORARY CHAIN LINK FENCE W/ BARBED WIRE ALONG THE LIMITS OF TEMPORARY CONSTRUCTION ESSENTIAL WITH GATES AT ENTRANCES. AFTER CONSTRUCTION CONTRACTOR WILL PLACE A PERMANENT CHAIN LINK FENCE W/ BARBED WIRE WITH GATES AT ENTRANCES ALONG THIS RIGHT OF WAY OF NEW BY-PASS.

EXHIBIT B

EXH

Diabetes Construction /
Diabetes Overlay of Po
Diabetes Demolition of

Parcel Line Table		
Line #	Length	Direction
L1	169.91	N39° 30' 41.17"W
L2	14.09	N30° 44' 48.24"E
L3	562.04	S52° 42' 23.11"W
L4	21.68	S33° 55' 26.89"E
L5	17.32	S77° 08' 47.58"E
L6	389.19	S76° 35' 07.46"E
L7	55.00	N59° 17' 12.82"W
L8	76.17	S50° 42' 47.08"W
L9	348.69	N40° 39' 50.47"W
L10	215.04	S57° 09' 44.11"W
L11	1802.71	N27° 42' 06.33"E
L12	140.01	N50° 42' 01.08"E



LAND PLANNING
ZAVOS ARCHITECTURAL + DESIGN, LLC
21 BYE COURT
FREDERICK, MD 21702
301-698-0020

CIVIL DESIGN
BLACKWELL ENGINEERING
ATTN: ED BLACKWELL 566
EAST MARKET STREET
HARRISONBURG, VA 22801
540-432-9555

DEVELOPER
HARRISONBURG REDEVELOPMENT & HOUSING AUTHORITY
ATTN: MICHAEL WONG
286 KELLEY STREET
HARRISONBURG, VA 22802
540-434-7386

PROPERTY INFO
TM#115 B 1, 4
BARBER MARTHA CLARK OTHERS
ATTN: CHARLES CLARK
10543 DENVER LA
DAYTON VA, 22821
AREA=46.443 ACRES
ZONED: B-2, R-1, R-3

TM#021 K 4
G S W INVESTORS
PO BOX 1234
HARRISONBURG VA, 22803
AREA=25.884 ACRES
ZONED: R-3

TM#021 K 5
COOK CREEK CHURCH OF BRETHREN CEMETERY
UNASSIGNED
HARRISONBURG VA, 22801
AREA=0.20 ACRES
ZONED: R-3

TM#117 C 3
WILLOW LANE PARTNERS C/O SARAH REES
1005 TULIP TERRACE DR
HARRISONBURG VA, 22801
AREA= 17.215 ACRES
ZONED: R-1

TOTAL SITE AREA: 89.84 ACRES
BOUNDARY DATA IS FROM BENNER & ASSOCIATES LAND SURVEYORS

- LEGEND**
- PROPOSED PUBLIC STREET
 - PROPOSED SIDEWALK
 - PROPOSED CURB AND GUTTER
 - PROPOSED SHARED USE PATH
 - SITE PROPERTY LINE
 - PROPOSED R.O.W.
 - CITY G.I.S. R.O.W.
 - FLOODPLAIN
 - SINGLE-FAMILY DETACHED DWELLINGS AND MANUFACTURED HOMES
 - TOWNHOMES
 - MULTIFAMILY/TOWNHOMES
 - RETAIL/MULTIFAMILY/TOWNHOMES/SENIOR/COMMUNITY*
 - *PERMISSIBLE USES

Approved
by City Council on:
2/28/23

Date: 12/7/2022
Scale: 1"=200'
Designed by: —
Drawn by: NHK
Checked by: EHB

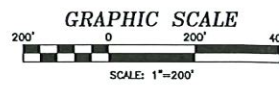
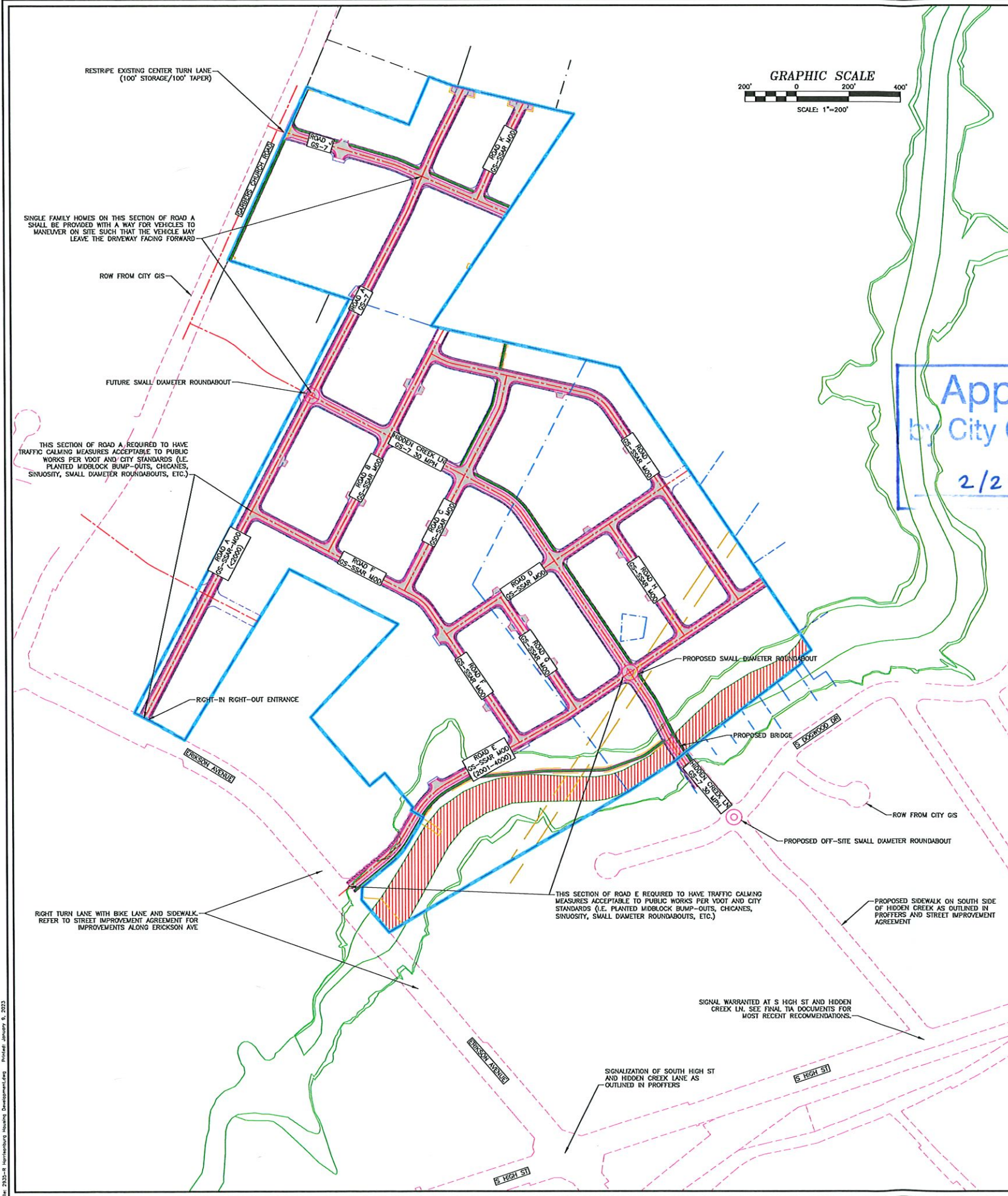
Blackwell
Engineering
A Trademark of SES Consulting Engineers
566 East Market Street
Harrisonburg, Virginia 22801
Phone: (540) 432-9555
Email: BE@BlackwellEngineering.com

Revision Dates
1/4/23 PER CITY
1/10/23 PER CITY

MASTER PLAN
BLUESTONE TOWN CENTER
HARRISONBURG REDEVELOPMENT & HOUSING AUTHORITY
286 KELLEY STREET
HARRISONBURG, VA 22802

Drawing No.
1
of 2 Sheets

Job No. 2935-R



Approved
by City Council on:
2/28/23

LAND PLANNING
ZAVOS ARCHITECTURAL + DESIGN, LLC
21 BYE COURT
SUITE 1
FREDERICK, MD 21702
301-698-0020

CIVIL DESIGN
BLACKWELL ENGINEERING
ATTN: ED BLACKWELL 566
EAST MARKET STREET
HARRISONBURG, VA 22801
540-432-9555

DEVELOPER
HARRISONBURG REDEVELOPMENT & HOUSING AUTHORITY
ATTN: MICHAEL WONG
286 KELLEY STREET
HARRISONBURG, VA 22802
540-434-7386

PROPERTY INFO
TM#115 B 1, 4
BARBER MARTHA CLARK OTHERS
ATTN: CHARLES CLARK
10545 DENVER LA
DAYTON VA, 22821
AREA=46.443 ACRES
ZONED: B-2, R-1, R-3

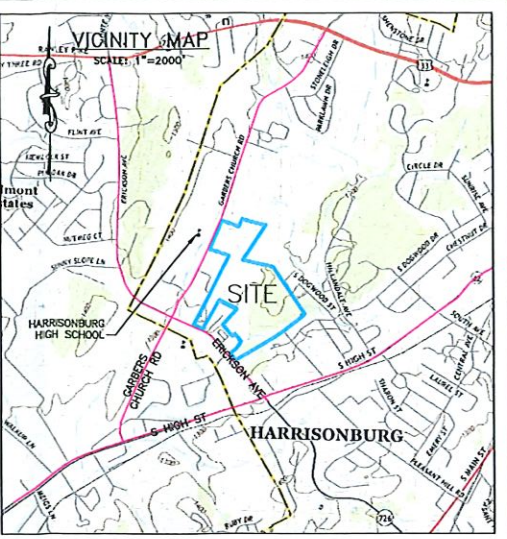
TM#021 K 4
G S W INVESTORS
PO BOX 1234
HARRISONBURG VA, 22803
AREA=25.984 ACRES
ZONED: R-3

TM#021 K 5
COOK CREEK CHURCH OF BRETHREN CEMETERY
UNASSIGNED
HARRISONBURG VA, 22801
AREA=0.20 ACRES
ZONED: R-3

TM#117 C 3
WILLOW LAKE PARTNERS C/O SARAH REES
1005 TULIP TERRACE DR
HARRISONBURG VA, 22801
AREA= 17.215 ACRES
ZONED: R-1

TOTAL SITE AREA: 89.84 ACRES

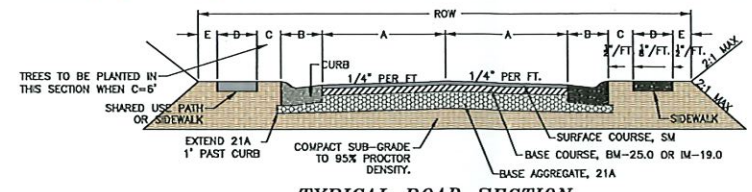
BOUNDARY DATA IS FROM BENNER & ASSOCIATES LAND SURVEYORS



LEGEND

	PROPOSED PUBLIC STREET
	PROPOSED SIDEWALK
	PROPOSED CURB AND GUTTER
	PROPOSED SHARED USE PATH
	SITE PROPERTY LINE
	PROPOSED R.O.W.
	CITY G.I.S. R.O.W.
	EASEMENT
	FLOODPLAIN
	FLOODWAY

- STREET NOTES:
1. NO MAILBOX BANKS ARE TO BE LOCATED ON HIDDEN CREEK LANE.
 2. STREETS WITH ON-STREET PARKING SHALL HAVE CURB EXTENSIONS AT INTERSECTIONS AND COMMERCIAL/MULTIFAMILY ENTRANCES.
 3. TURN LANE ENTRANCE WARRANT ANALYSIS TO BE PERFORMED BEFORE PRELIMINARY PLATING AND ROW TO BE UPDATED AS NEEDED.
 4. FINAL BUS PULL-OFF AREAS AND BUS STOP AREAS TO BE COORDINATED WITH THE DEPARTMENT OF PUBLIC TRANSPORTATION.
 5. ALL STOP SIGNS ON PUBLIC STREETS SHALL HAVE STOP BARS.
 6. ALL STREET STUDS TO HAVE CITY APPROVED BARRIERS AND APPROPRIATE MARKINGS.
 7. FINAL TYPICAL STREET SECTIONS TO BE DETERMINED AT THE PRELIMINARY PLATING PHASE FOR LANE WIDTHS AND LOCATIONS OF SIDEWALK AND SHARED-USE-PATH.
 8. SINGLE FAMILY HOME DRIVEWAYS SHALL CROSS SIDEWALKS AS ONE 12' LANE BEFORE EXPANDING, IF NEEDED.
 9. ACCESS MANAGEMENT WITHIN THE DEVELOPMENT SHALL MEET VIRGINIA DEPARTMENT OF TRANSPORTATION'S ROAD DESIGN MANUAL, APPENDIX B2 STANDARDS. WAIVERS TO DEVIATE FROM THE ROAD DESIGN STANDARD MAY BE GRANTED AT THE DISCRETION OF THE DEPARTMENT OF PUBLIC WORKS.



ROAD	START STATION	END STATION	ROW	A	B	C	D	E	CURB FACE TO FACE	CURB TYPE	ON-STREET PARKING	TRAFFIC CALMING MEASURES	BASE COURSE	SURFACE COURSE	DESIGN STANDARD	FUNCTIONAL CLASSIFICATION	Design Speed	ADT
HIDDEN CREEK LANE	18+00	Community Center	55.5'	11'	2.5'	6" SUP	10" SUP	1.0" SUP	26"	CG-6	NO	NO	TBD	TBD	CS-7 (Urban Collector)	Collector/Arterial	30 mph	TBD
PRIVATE STREETS	18+00	END	45' MIN	12.5'	2.5'	2"	5"	0.5"	28"	CG-6	ONE SIDE	NO	TBD	TBD	CS-SSAR WOOD (2001-4000)	Local	25 mph	TBD
ROAD A	HIDDEN CREEK LN	END	45'	12.5'	2.5'	2"	5"	0.5"	28"	CG-6	ONE SIDE	YES	TBD	TBD	CS-SSAR WOOD (2001-4000)	Local	25 mph	TBD
ROAD B	HIDDEN CREEK LN	END	45'	12.5'	2.5'	2"	5"	0.5"	28"	CG-6	ONE SIDE	NO	TBD	TBD	CS-SSAR WOOD (2001-4000)	Local	25 mph	TBD
ROAD C	HIDDEN CREEK LN	END	45'	12.5'	2.5'	2"	5"	0.5"	28"	CG-6	ONE SIDE	NO	TBD	TBD	CS-SSAR WOOD (2001-4000)	Local	25 mph	TBD
ROAD D	HIDDEN CREEK LN	END	45'	12.5'	2.5'	2"	5"	0.5"	28"	CG-6	BOTH SIDES	NO	TBD	TBD	CS-SSAR WOOD (2001-4000)	Local	25 mph	TBD
ROAD E	ROAD F	END	51.5'	11'	2.5'	6" SUP	10" SUP	1.0" SUP	26"	CG-6	NO	YES	TBD	TBD	CS-SSAR WOOD (2001-4000)	Neighborhood Collector	30 mph	TBD
ROAD F	ROAD G	END	42'	11'	2.5'	2"	5"	0.5"	28"	CG-6	NO	YES	TBD	TBD	CS-SSAR WOOD (2001-4000)	Neighborhood Collector	30 mph	TBD
ROAD G	ROAD H	END	55.5'	11'	2.5'	6" SUP	10" SUP	1.0" SUP	26"	CG-6	NO	NO	TBD	TBD	CS-7 (Urban Collector)	Local	30 mph	TBD
ROAD H	ROAD I	END	58.5'	12.5'	2.5'	6" SUP	10" SUP	1.0" SUP	26"	CG-6	NO	NO	TBD	TBD	CS-7 (Urban Collector)	Local	30 mph	TBD

- *SUP = SHARED USE PATH, SW = SIDEWALK
- * CITY TO PROVIDE INFORMATION ON TREES TO BE PLANTED IN THE 6' BUFFER SPACE BETWEEN THE CURB AND SUP (SEE COLUMN C FOR SECTIONS WITH 6' SUP*).
 - * FINAL TYPICAL SECTIONS TO BE DETERMINED AT THE PRELIMINARY PLATING PHASE FOR LANE WIDTHS AND LOCATIONS OF SIDEWALK AND SHARED-USE-PATH.
 - * COLUMNS WITH TBD ARE TO BE DETERMINED AT THE SITE PLAN PHASE.
 - * MODIFICATIONS TO THESE CROSS-SECTIONS AND R.O.W. WIDTHS MAY BE PERMITTED AT THE DISCRETION OF PUBLIC WORKS.
 - * A MAINTENANCE EASEMENT THAT EXTENDS 1' AND 0.5' PAST THE EDGE OF THE SHARED-USE-PATH AND SIDEWALK, RESPECTIVELY, WILL BE REQUIRED WHEN THE SHARED-USE-PATH AND SIDEWALK EXTEND PAST THE R.O.W.

TYPICAL ROAD SECTION SCHEDULE

Date: 12/7/2022

Scale: 1"=200'

Designed by: _____

Drawn by: NHK

Checked by: EHB

Blackwell Engineering
A Teamwork of AES Consulting Engineers
566 East Market Street
Harrisonburg, Virginia 22801
Phone: (540) 432-9555
Email: BE@BlackwellEngineering.com

Revision Dates

1/4/23 PER CITY

1/10/23 PER CITY

MASTER PLAN - PUBLIC ROAD LAYOUT

BLUESTONE TOWN CENTER

HARRISONBURG REDEVELOPMENT & HOUSING AUTHORITY

286 KELLEY STREET

HARRISONBURG, VA 22802

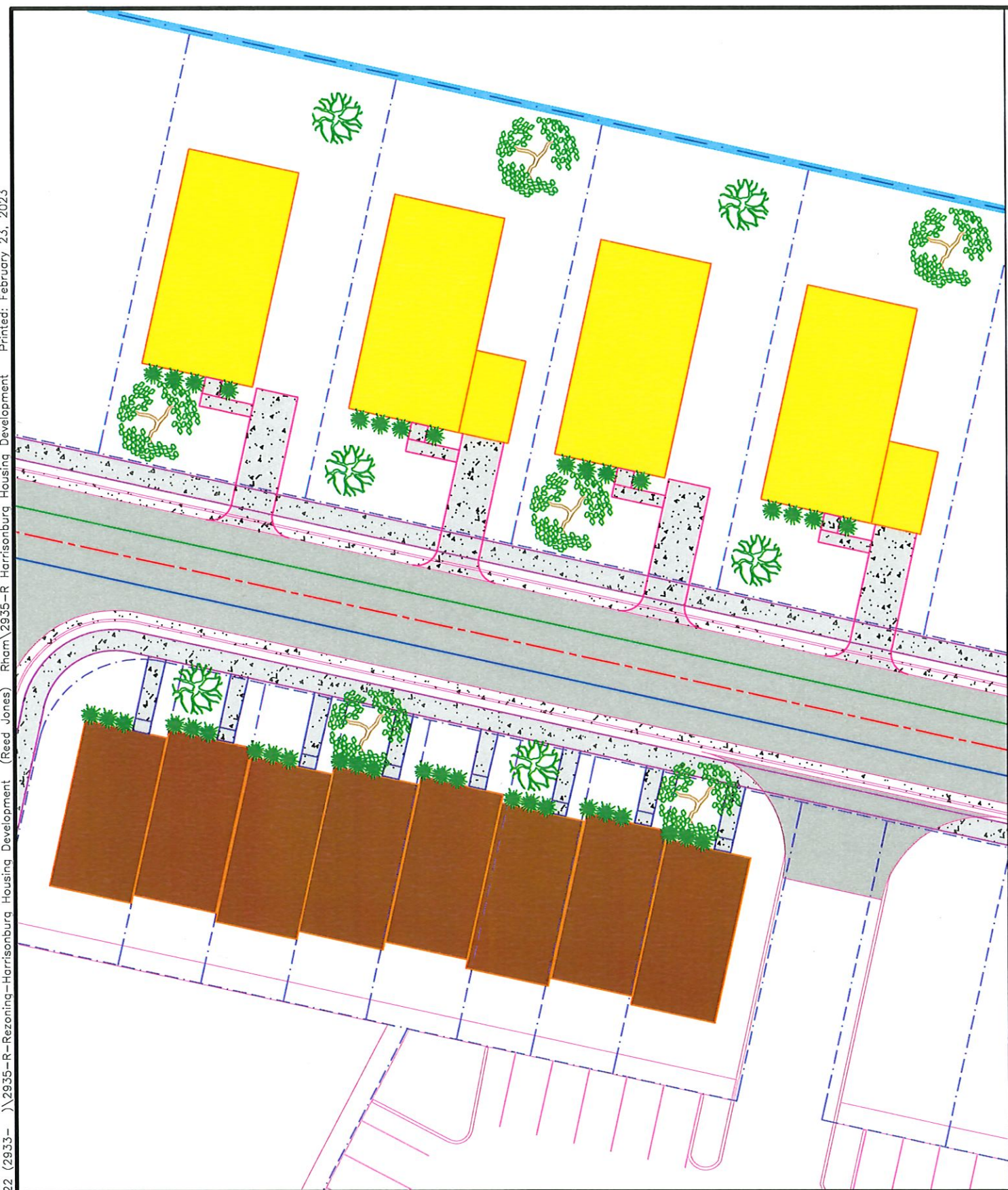
Drawing No.

2

of 2 Sheets

Job No. 2935-R

File: Z:\Civil\Workfile\2022 (2933) - \2935-R-Resoning-Harrisonburg Housing Development (Reed Jones) Rhom\2935-R Harrisonburg Housing Development Printed: February 23, 2023






LANDSCAPING NOTES:

1. MANUFACTURED HOME LOTS AND SINGLE FAMILY DETACHED LOTS TO HAVE MINIMUM 1 TREE IN THE FRONT YARD, MINIMUM 1 TREE IN THE BACK YARD, AND MINIMUM 4 SHRUBS.
2. TOWNHOME LOTS WILL HAVE MINIMUM 1 TREE EVERY OTHER LOT AND MINIMUM 3 SHRUBS PER LOT.
3. LOCATIONS SHOWN OF TREES AND PLANTS ARE APPROXIMATE. EXACT LOCATIONS ARE TO BE FIELD DETERMINED BY LANDSCAPER.
4. TREES ARE TO BE PLACED MINIMUM OF 10' AWAY FROM WATER OR SEWER LINES.
5. LANDSCAPING SHALL NOT IMPEDE VDOT ROAD SIGHT DISTANCE.
6. DECIDUOUS TREES, WHEN PLANTED ARE TO BE AT LEAST ONE AND A HALF (1.5) INCHES IN CALIPER AND BE A MINIMUM OF SIX (6) IN HEIGHT. SMALL/ORNAMENTAL TREES, WHEN PLANTED ARE TO BE AT LEAST ONE (1) INCHES IN CALIPER AND BE A MINIMUM OF SIX (6) IN HEIGHT. MULTI-STEM TREES SHALL ALSO BE A MINIMUM OF SIX (6) FEET IN HEIGHT.
7. DRIVEWAY CAN BE ASPHALT OR CONCRETE PAVED.
8. TREES AND SHRUBS ARE ONLY REQUIRED AT THE TIME OF ISSUANCE OF A CERTIFICATE OF OCCUPANCY. FUTURE PROPERTY OWNERS ARE NOT REQUIRED TO MAINTAIN TREES AND SHRUBS.

Approved
by City Council on:
2/28/23

LANDSCAPING SCHEDULE PER LOT

LABEL	TYPE OF SPECIES	NUMBER	EXAMPLES IN GROUP	SIZE
	LARGE DECIDUOUS TREES	—	OAKS, MAPLES, BIRCH, CHINESE ELM, DAWN REDWOOD...	1.5" CAL/15 GAL
	SMALL FLOWERING TREE	—	DOGWOOD, CHERRY, SERVICEBERRY, STYRAX, CREPE MYRTLE...	1" CAL/ 15 GAL
	SHRUB	—	GOLD THREAD FALSECYPRESS, SHAMROCK HOLLY, BOXWOOD...	3 GALLON

SPECIFIC TYPE OF TREE TO BE BASED ON AVAILABILITY IN LOCAL NURSERY;
EVERGREEN TREES MAY BE SUBSTITUTED.



Blackwell
Engineering
A Trademark of AES Consulting Engineers
566 East Market Street
Harrisonburg, Virginia 22801
Phone: (540) 432-9555

Date: 2/24/23

Revision Date

Designed by:
EHB

Drawn by:
BWK

Job No.
2935

Scale:
1"=30'

TYPICAL MANUFACTURED HOME, SINGLE FAMILY DETACHED, & TOWNHOME LANDSCAPE PLAN

BLUESTONE TOWN CENTER
HARRISONBURG REDEVELOPMENT & HOUSING AUTHORITY
286 KELLY ST.
HARRISONBURG, VA 22802

Drawing No.

1

of Sheets

GENERAL LANDSCAPING SCHEDULE		
TYPE OF SPECIES	EXAMPLES IN GROUP	S/E/20YEAR
LARGE DECIDUOUS TREES	OAKS, MAPLES, BIRCH, CHINESE ELM, DAWN REDWOOD...	2" CAL/500sf
SMALL FLOWERING TREE	DOGWOOD, CHERRY, REDBUD, SERVICEBERRY...	2" CAL/300sf
SHRUB	INKBERRY HOLLY, SHAMROCK HOLLY, JUNIPER, ETC...	3 GALLON

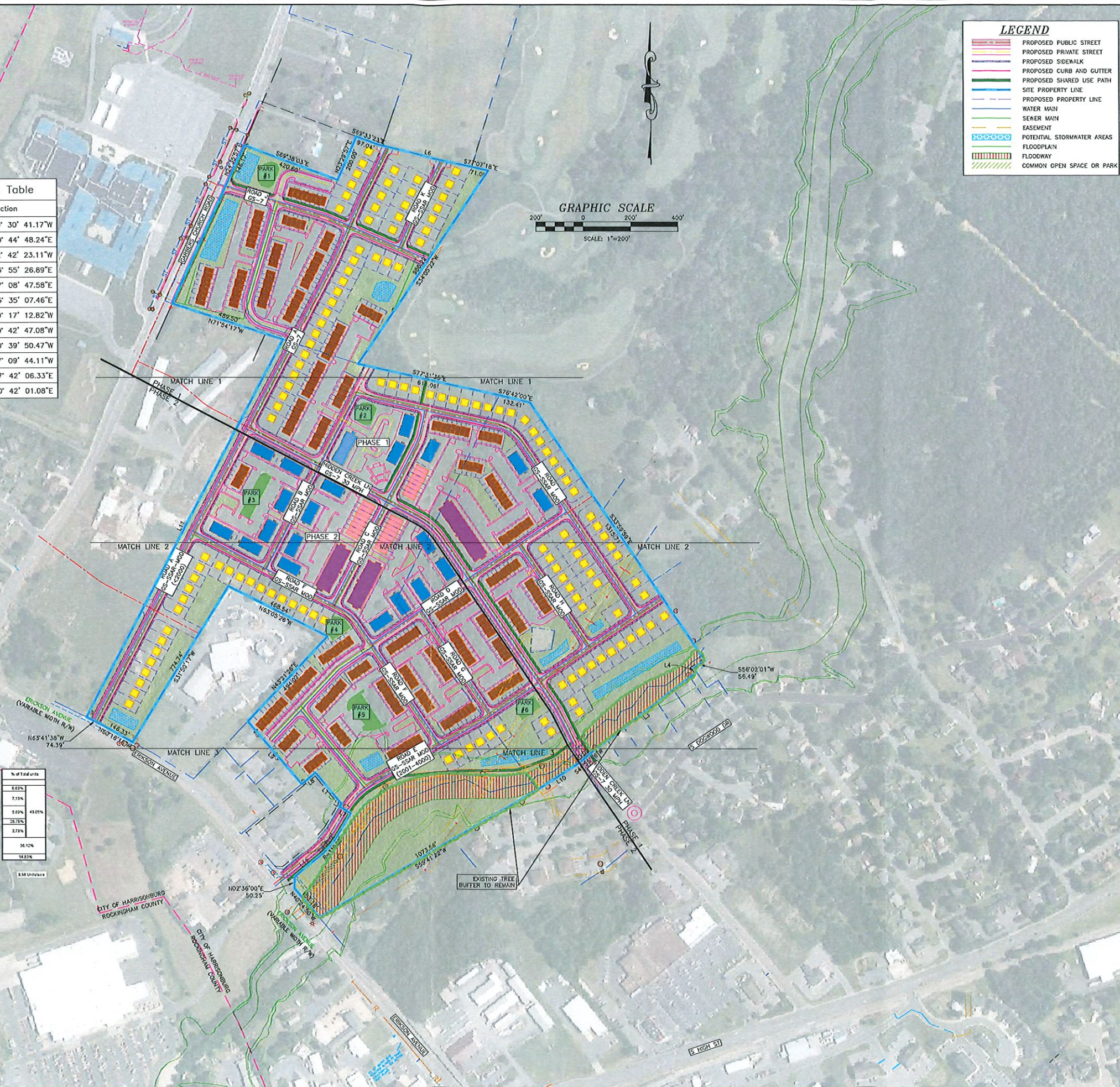
SPECIFY TYPE OF TREE TO BE BASED ON AVAILABILITY IN LOCAL NURSERY.

Parcel Line Table		
Line #	Length	Direction
L1	169.91	N39° 30' 41.17"W
L2	14.09	N30° 44' 48.24"E
L3	562.04	S52° 42' 23.11"W
L4	21.68	S33° 55' 26.89"E
L5	17.32	S77° 08' 47.58"E
L6	389.19	S76° 35' 07.46"E
L7	55.00	N59° 17' 12.82"W
L8	76.17	S50° 42' 47.08"W
L9	348.69	N40° 39' 50.47"W
L10	215.04	S57° 09' 44.11"W
L11	1802.71	N27° 42' 06.33"E
L12	140.01	N50° 42' 01.08"E

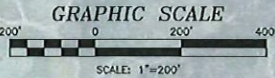
THE ONLY ELEMENT OF THIS IMAGE THAT IS REGULATORY IS HOW ITS REFERENCED IN THE MASTER PLAN TEXT IN SEC. F OTHER REGULATIONS SUBSECTION (3) REGARDING GENERAL LOCATIONS OF POCKET PARKS.

SEE MASTER PLAN ZONING REQUIREMENTS FOR BLUESTONE TOWN CENTER SECTION F SUBSECTION 3 FOR NOTES ON POCKET PARKS.

Harrisonburg Conceptual Design SCHEMATIC							
Building Type	Stories	Number of Buildings	GSP per Building	GSP per Unit/Footprint	Units per Building	Total Units	Total SF of non-residential
Medium Density (Mid-Rise)	4	1	56,000		80	80	0.89%
Medium Density (Mid-Rise)	4	1	56,000		80	80	7.13%
Medium Density (Mid-Rise)	4	1	56,000		80	80	5.89%
Medium Density (Mid-Rise)	4	1	56,000		80	80	58.74%
Townhomes over Retail (Mid-Rise)	3	3	18,000	1,200	18,000	25	2.73%
Townhomes over Retail (Mid-Rise)	2 or 3	40	18,000	2,400	18,000	330	36.12%
Single	2	133	7,824			133	14.81%
Community	1	1	7,824				
Total Units						630	7.824
Total non-residential units							
Phase 1							
Building Type	Stories	Number of Buildings	GSP per Building	GSP per Unit/Footprint	Units per Building	Total Units	Total SF of non-residential
Medium Density (Mid-Rise)	4	1	56,000		80	80	0.89%
Medium Density (Mid-Rise)	4	1	56,000		80	80	7.13%
Medium Density (Mid-Rise)	4	1	56,000		80	80	5.89%
Medium Density (Mid-Rise)	4	1	56,000		80	80	58.74%
Townhomes over Retail (Mid-Rise)	3	3	18,000	1,200	18,000	25	2.73%
Townhomes over Retail (Mid-Rise)	2 or 3	40	18,000	2,400	18,000	330	36.12%
Single	2	133	7,824			133	14.81%
Community	1	1	7,824				
Total Units						630	7.824
Total non-residential units							
Phase 2							
Building Type	Stories	Number of Buildings	GSP per Building	GSP per Unit/Footprint	Units per Building	Total Units	Total SF of non-residential
Medium Density (Mid-Rise)	4	1	56,000		80	80	0.89%
Medium Density (Mid-Rise)	4	1	56,000		80	80	7.13%
Medium Density (Mid-Rise)	4	1	56,000		80	80	5.89%
Medium Density (Mid-Rise)	4	1	56,000		80	80	58.74%
Townhomes over Retail (Mid-Rise)	3	3	18,000	1,200	18,000	25	2.73%
Townhomes over Retail (Mid-Rise)	2 or 3	40	18,000	2,400	18,000	330	36.12%
Single	2	133	7,824			133	14.81%
Community	1	1	7,824				
Total Units						630	7.824
Total non-residential units							



LEGEND	
---	PROPOSED PUBLIC STREET
---	PROPOSED PRIVATE STREET
---	PROPOSED SIDEWALK
---	PROPOSED CURB AND GUTTER
---	PROPOSED SHARED USE PATH
---	SITE PROPERTY LINE
---	PROPOSED PROPERTY LINE
---	WATER MAIN
---	SEWER MAIN
---	EASEMENT
---	POTENTIAL STORMWATER AREAS
---	FLOODPLAIN
---	FLOODWAY
---	COMMON OPEN SPACE OR PARK



Date: 12/7/2022
Scale: 1"=200'
Designed by: _____
Drawn by: NHK
Checked by: EHB

Blackwell

Engineering

A Trademark of ACS Consulting Engineers

566 East Market Street

Harrisonburg, Virginia 22801

Phone: (540) 442-9555

Revision Dates	
1/4/23	PER CITY
2/24/23	PER CITY

CONCEPTUAL SITE LAYOUT
BLUESTONE TOWN CENTER
HARRISONBURG REDEVELOPMENT & HOUSING AUTHORITY
286 KELLEY STREET
HARRISONBURG, VA 22802

Drawing No.
2
of 7 Sheets

Job No. 2935-R