

## **Declaration-CC&Rs**

### **The Townes at Bluestone Property Owners' Association**

Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
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ROCKINGHAM COUNTY  
L. WAYNE HARPER  
CLERK OF COURT  
Harrisonburg, VA 22801

Instrument Number: 2007-00005057

As

Recorded On: February 13, 2007

Restrictive Covenants

Parties: ROCKTOWN DEVELOPMENTS INC

To

NO GRANTEE

Recorded By: ROCKTOWN DEVELOPMENT INC

Num Of Pages: 21

Comment:

\*\* Examined and Charged as Follows: \*\*

Restrictive Covenants	6.50	11 - 30 Pages	28.50
Recording Charge:	35.00		

\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: ROCKINGHAM COUNTY, VA

File Information:

Record and Return To:

Document Number: 2007-00005057

ROCKTOWN DEVELOPMENT INC

Receipt Number: 42872

Recorded Date/Time: February 13, 2007 10:34:40A HARRISONBURG VA 22801

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THE STATE OF VIRGINIA  
COUNTY OF ROCKINGHAM

I certify that the document to which this authentication is affixed is a true copy of a record in the Rockingham County Circuit Court Clerk's Office and that I am the custodian of that record.

CLERK OF COURT  
ROCKINGHAM COUNTY, VIRGINIA

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00005057 OR 3038 750 21  
Feb 13, 2007

City of Harrisonburg Tax Parcel: 80-F-0, 0A & 20-42; 80-H-0 & 1-19; 80-H-21; and 80-A-8

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
TOWNES AT BLUESTONE**

THIS DECLARATION (as amended from time to time, the "Declaration") is made as of January 25, 2007, by ROCKTOWN DEVELOPMENTS, INC., a Virginia corporation (together with its successors and assigns, "Declarant").

**ARTICLE ONE  
INTRODUCTION, PURPOSE AND DECLARATION**

1.1 Introduction. Declarant is the record owner of certain real property situate in the City of Harrisonburg, Virginia, along Deyerle Avenue Blue Stone Hills Drive and Blue Stone Hills Drive (Extended) consisting of some Forty-two Lots together with certain Open Space areas, all as set forth on that certain plat of subdivision (the "Subdivision Plat") made by Michael W. Mars, L.S., dated September 18, 2006, and recorded in the Rockingham County Circuit Court Clerk's Office in Deed Book 2976, page 162 (the "Development Property"), identified as City of Harrisonburg Tax Parcels 80-F-0, 0A & 20-42; 80-H-0 & 1-19 and also those certain two (2) additional tracts or parcels identified as City of Harrisonburg Tax Parcels 80-H-21 and 80-A-8 (the "Expansion Property"), all of which property and rights are more particularly described in Exhibit A attached hereto and made a part hereof. The Declarant intends to construct for sale approximately 42 single-family townhomes on the Development Property. The Development Property and any additional real property that may be added to this Declaration according to Article 12 below shall be known as the "Townes at Bluestone" (also sometimes referred to herein as the "Property").

A portion of the Development Property, specifically Lot Nos. 28 – 42, inclusive, as shown on the Subdivision Plat, has been conveyed in trust to Steven C. Akers, Sole Acting Trustee, to secure payment of a promissory note payable to Suntrust Bank, formerly Crestar Bank, pursuant to the terms of a Deed of Trust Third Modification Agreement recorded in the aforesaid Clerk's Office in Deed Book 3004, Page 318. Suntrust Bank and Steven C. Akers, Sole Acting Trustee, hereby join in this Declaration to evidence their consent to this Declaration of Covenants, Conditions and Restrictions.

1.2 Purpose. Declarant desires to establish certain protective covenants, conditions, restrictions, liens and charges with respect to the Townes at Bluestone, all in accordance with the Virginia Property Owners' Association Act, Va. Code §§ 55-508, et. seq., as amended from time to time) (the "Act").

*Prepared by Lenhart Obenshain PC  
PO Box 1287, Harrisonburg, VA 22803*

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1.3 Declaration. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, and covenants, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property and insuring a uniform mode of development. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE TWO DEFINITIONS

In addition to the terms defined elsewhere herein:

2.1 "Association" shall mean and refer to the Townes at Bluestone Property Owners' Association, its successors and assigns. The Association may be an unincorporated association or a non-stock corporation organized under Virginia law.

2.2 "Common Area" shall mean all property and easements or other interests owned or leased by the Association for the common use, enjoyment, and benefit of the members of the Association. This shall include Open Space areas and all rights in and to any off-site easements.

2.3 "Governing Documents" shall mean this Declaration and the Articles of Incorporation and Bylaws of the Association, if incorporated as a non-stock corporation, or any bylaws adopted if the Association remains an unincorporated association.

2.4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Area.

2.5 "Member" and "Owner" shall mean every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

2.6 "Unit" shall mean and refer to any townhome situate upon a Lot.

## ARTICLE THREE COMPOSITION OF ARCHITECTURAL CONTROL COMMITTEE

3.1 Composition of Architectural Control Committee.

(a) There is established an Architectural Control Committee ("ACC"). The original member shall be Declarant. For so long as Declarant owns any of the Property, Declarant shall control the ACC and shall appoint such additional members, if any, of the ACC as Declarant deems appropriate.

(b) When Declarant no longer owns any Property, or earlier at Declarant's option, the ACC shall become a committee of three persons selected by the Board of Directors of

the Association. All matters decided by the ACC shall be determined by a majority vote of the ACC.

3.2 ACC Approval Matters. Construction of improvements on any Lot by Declarant shall not be subject to ACC approval. With that exception, no building or other improvements of any kind shall be erected, placed or altered on any Lot until at least two sets of construction plans and specifications, together with a plat showing the location of the structure, have been submitted in writing and approved by the ACC as to external design and materials, color, harmony of external design with existing structures and location on the Lot. No fence or wall shall be erected, placed or altered on any Lot unless similarly approved. The following, among other things, shall require prior written approval of the ACC: grading; landscaping (including, without limitation, tree cutting and clearing); building construction (including, without limitation, exterior finish and color); sign design and erection; exterior changes to property or improvements (including, without limitation, changes of exterior colors by repainting or otherwise and roofing repair or replacement); modification, alteration or enlargement of any existing structure; paving and driveways; fencing; mailboxes; exterior lighting; antennas (radio, television or otherwise) except as provided below as to satellite dishes); and location and maintenance of all structures and improvements. The approval of the ACC shall not be required for alterations or remodeling which are completely within a building or structure, do not change the exterior appearance thereof and are not visible from the outside of the structure.

3.3 Discretion of ACC. The ACC shall have full and complete discretion to approve or disapprove matters within its discretion, and is not bound to approve any proposed buildings and improvements solely because they comply with the other restrictions and covenants or are equal in cost or value to buildings and improvements on other Lots. The ACC shall also have the discretion to approve any proposed buildings or improvements on any of the Lots, even though the improvements do not meet the requirements of the other provisions of this Declaration, if, in the absolute discretion of the ACC, such variances are not harmful to the value of the adjoining property. In no event, however, shall the ACC be empowered to permit any use of any Lots other than as a single-family townhome.

3.4 Limitation of ACC Review. 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.

3.5 Powers of ACC. Refusal or approval of plans or specifications may be based by the ACC on any grounds, including purely aesthetic considerations, which in the sole and absolute discretion of the ACC seem sufficient. The ACC or its designated representative shall have the right to inspect any improvements during construction to determine compliance with the approved plans and specifications. Where discrepancies exist, the ACC may require corrective work, or, where warranted, in its opinion, it may issue a notice to cease construction until compliance is assured to its satisfaction. Failure to heed notice of the ACC shall operate as a default of this Declaration.

## ARTICLE FOUR ASSOCIATION

4.1 Formation of the Association. On or before the date on which Declarant conveys to any Person other than Declarant fee simple title to the first Lot within the Townes at Bluestone, Declarant shall form the Association.

4.2 Purposes and Powers.

(a) The Association's purposes are to: (i) manage, operate, construct, improve and maintain the Common Areas, as necessary or appropriate; (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) appoint the ACC for the purposes set forth in this Declaration; (v) take any action necessary or appropriate to protect the general welfare and safety of Owners and residents of the Townes at Bluestone and their guests; and (vi) regulate and manage the Townes at Bluestone with the goal of enhancing and protecting the development's 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.

4.3 Board of Directors. The business of the Association shall be managed by its Board of Directors. The initial number of directors shall be three, which directors shall be appointed by the Class B Member. At such time as the Class B membership is converted to Class A membership as provided by Section 5.2 below, the directors shall be elected annually by and from the Members as set forth in Section 5.5, subject, however, to the Declarant's right to appoint those certain directors as set forth in the Articles of Incorporation during the Declarant Control Period.

4.4 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 the offices of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials as well as for the time of Association staff members associated with such inspection.

4.5 Personal Liability and Indemnification. No officer, director, employee, agent or committee member of the Association shall be personally liable to the Association or any Owner or resident 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.

## ARTICLE FIVE MEMBERSHIP

5.1 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.

A new Owner acquiring title to a Lot shall provide to the Association, not more than sixty (60) days after the closing of the Lot purchase, a photocopy or certified copy of the recorded instrument vesting that person with an ownership interest in the Lot.

5.2 Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners except the Declarant. Class A members shall be entitled to one vote for each Lot that is subject to assessment by the Association and in which they hold a fee or undivided fee interest. 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 among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. Owners shall not be entitled to vote until their Lot is subject to assessment.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds a fee or undivided fee interest, provided, however, that at such time as the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership and the Declarant Control Period, as set forth in the Articles of Incorporation, has ended, the Class B membership shall cease and be automatically converted to Class A membership.

5.3 Transfer of Membership. An Owner shall not sell, assign, transfer, convey, pledge or encumber the Owner's membership in any way, except upon the sale or encumbrance of the Lot to which the membership is appurtenant, and then only to the purchaser(s) of fee simple title to the Lot or the mortgagee of the Lot. A transfer of ownership of a Lot may be made by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as is now effective or may hereafter become effective in that regard under the laws of the Commonwealth of Virginia. Any attempt to transfer a membership in a manner other than those permitted by this Section 5.3 shall be null and void.

5.4 Meetings. All meetings at which the Owners will be presented with matters on which to vote 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.

5.5 Voting. Unless otherwise provided herein, any matter coming before the Members for vote at any properly called meeting shall be approved only if the matter receives the required percentage of affirmative vote of each class of Members who are voting in person or by proxy (if the latter be allowed by the Governing Documents) at a meeting duly called at which a quorum is present; provided, however, that the Association's Board of Directors shall be elected by a plurality vote. A quorum shall be twenty-five percent (25%) of each class of

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Members. 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.

## ARTICLE SIX PROPERTY RIGHTS

6.1 Members' Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Governing Documents, to borrow money for the purpose of improving the Common Area and facilities and, in aid thereto, to mortgage said property; and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area or provide rights therein to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; but no such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, provided, however, that the Declarant reserves such right to make such dedication or transfer or provide rights therein during the Declarant Control Period without the concurrence of the Association or its members; and
- (f) the right of each Owner to the use of the parking spaces created for the Lots, which parking spaces, however, shall not be deemed exclusive as to any Lot except for driveways.

6.2 Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, tenants, or contract purchasers who reside on the property.

6.3 Title to the Common Area. The Declarant hereby covenants for itself, successors and assigns, that it will convey fee simple title to the Association, free of all encumbrances and liens, of such part of the Common Area, as defined herein, that the Declarant owns.

6.4 Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not less than two (2) automobile parking spaces, together with the right of ingress and egress in and upon said parking areas. In the case of garage units, the garage and driveway shall satisfy the minimum parking rights for said units.

6.5 Reserved Easement. Declarant reserves to itself and its assigns an easement across each Lot (except that portion covered by buildings) for the installation, maintenance and repair of utilities and drainage facilities. The Association has an easement over and across all Lots for the performance of its duties under this Declaration.

6.6 Easement for Encroachments. Each townhome Lot is subject to an easement for encroachments (and repairs thereto) created by normal overhangs of structures. If a dwelling on one or more townhome Lots is partially or totally destroyed and then rebuilt, the owner of the affected Lot agrees that minor encroachments of parts of adjacent dwellings due to construction shall be permitted and that a valid easement for such encroachments exists. Every portion of a building contributing to the support of an abutting building is burdened with an easement of support for the benefit of such abutting building.

#### ARTICLE SEVEN COVENANTS FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with 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.

7.2 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 situate upon the Property and performance of all obligations of the Association under the Governing Documents.

7.3 Basis of Annual Assessments. The initial annual assessment of Two Hundred Sixty Dollars (\$260.00) 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, effective January 1 of each year, the Board of Directors may increase the annual assessment, without Member approval, after due consideration by the Board

of the current and future maintenance costs and operational responsibilities for the Common Area.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors shall have the authority as provided by Va. Code § 55-514 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 are to be used primarily for the maintenance and upkeep of the Common Area and for capital expenditures. A special assessment must receive the affirmative vote of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, 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. Pursuant to Va. Code § 55-514, a special assessment may be rescinded or reduced upon a majority of votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, 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.

7.5 Declarant Exempt from Assessment. Notwithstanding anything to the contrary herein, Declarant shall not be assessed on any Lots owned by it.

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

7.7 Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to each Lot upon the conveyance of the Lot from the Declarant. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association, upon demand at any time, shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments, whether annual or special, 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.

7.8 Effect of Nonpayment of Assessment; remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall 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 property, pursuant to Va. Code § 55-514. Interest, costs, and reasonable attorney's fees for any such action shall also be added to the amount of such assessment. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

7.9 Subordination of the Lien to Deeds of Trust. Pursuant to Va. Code § 55-516, the lien of the assessments provided for herein shall be subordinate to (i) real estate tax liens on the

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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 7. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any deed of trust pursuant to a deed of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or for the lien thereof.

7.10 Exempt Property. In addition to Lots owned by the Declarant, the following property subject to this Declaration shall be exempt from the assessments created herein: (i) all properties dedicated to and accepted by a local public authority; (ii) the Common Area; and (iii) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the Commonwealth of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE EIGHT PARKING LOT ASSESSMENT

8.1 Creation of Parking Lot Assessment Lien. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association: (i) all annual parking lot assessments, fees and charges, and (ii) all special parking lot assessments for major and/or extraordinary parking lot repairs, replacements or improvements. The annual and special parking lot assessments, 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.

8.2 Purpose of Parking Lot Assessment. The initial annual parking lot assessment of One Hundred Dollars (\$100.00) 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, each January 1, may increase the annual parking lot assessment, without Member approval, after due consideration by the Board of the current and anticipated costs and needs of the Association for the purpose of providing the periodic parking lot and driveway repairs, replacements and improvements to service all or any part of the Townes at Blue Stone.

8.3 Special Parking Lot Assessment. In addition to the annual parking lot assessment, the Association may levy a special parking lot 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 work on the parking lot areas, provided that any such special parking lot assessment must be approved by the affirmative vote of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, 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 NINE PARTY WALLS

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

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

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

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

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

9.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Board of Directors may take jurisdiction of the dispute and decide the matter, or, if the Board declines to take jurisdiction, each disputant (one per Lot) shall choose one arbitrator, and the decision shall be by a majority of all the arbitrators. In the event there only are two disputants and, thus, only two arbitrators, the two selected shall choose a third arbitrator.

## 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 parking lots, driveways and any off-site easements as set forth in any such easement agreements and/or as shown on the recorded plat of the Property. The Association will also be responsible for lawn mowing as provided in Section 11.16 below.

As part of the foregoing, the Association shall be responsible for those certain repairs and for costs assessed to it for other repairs, upkeep and maintenance pursuant to the following:

- (i) That Deed of Easement dated August 7, 2006, from HRT Holdings, Inc. ("HRT"), a Delaware corporation, recorded in Deed Book 2937, Page 536 of the Rockingham County Circuit Court Clerk's Office, granting a certain easement for drainage over HRT property, which lies adjacent to the Property concerned herein and benefits said Property; and
- (ii) That Shared Easement Cost-Sharing Agreement dated July 12, 2004, between Rocktown Land Company, LLC, and Blue Stone Hills Property Owners Association, recorded in Deed Book 2521, Page 239 of the aforesaid Clerk's Office, which Agreement was assigned to Declarant by that certain Amendment and Assignment of Easement Rights dated January 25, 2007, and recorded prior hereto.
- (iii) These costs shall be a common expense assessed as part of the Annual Assessment.

10.2 Maintenance by Unit Owner.

(a) Each Owner shall maintain, repair, and replace, at his expense, all portions of his Lot and Unit, including the roof and guttering. Without limiting the generality of the foregoing, snow removal and lawn maintenance (excluding mowing to be performed by the Association under Section 11.16 below) shall be the responsibility of the Owner.

(b) In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a satisfactory manner, the Association shall have the right, through its agents and employees, to enter upon said parcel and repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject, and the expense of such exterior maintenance shall become a lien upon the subject property. It is a condition of these covenants that the Association is and shall be deemed general contractor for the purpose of qualifying to file a mechanic's lien, and every Owner so in default, by the acceptance of his Deed, and those claiming under him, hereby agrees to pay such expense, and grants permission to the Association to enter upon such Lot and make such exterior maintenance without being guilty of trespass, and said Association, its agents and employees, shall not be liable in damages to any Lot Owner except for willful and tortious acts committed beyond the scope hereof. Any assessments under this Section 10.2 shall constitute liens and shall be subject to the provisions of Va. Code § 55-516.

10.3 Right of Entry. In addition to the right of entry granted pursuant to Section 10.2 above, whenever it is necessary to enter the land portion of any Unit 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 lot, the Owner shall permit an authorized agent of the Association to enter such Unit, or to go upon the Common Areas or parking lot, provided that such entry shall be 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 the Unit without notice or permission.

## ARTICLE ELEVEN USE RESTRICTIONS

11.1 No Lot shall be used other than for residential purposes, or for builders' construction sheds and sales and administrative offices during the construction and sales period; and not more than one principal building shall be permitted on any Lot; and no Lot shall be resubdivided so as to produce a building site of less area or width.

11.2 No building, garage, trailer, tent, driveway, or structure may be erected, built, or permitted to remain on any Lot other than one townhome dwelling not to exceed three stories in height.

11.3 No utility trailer, house camper, recreational vehicle, other trailer, bus, commercial equipment, disabled or unlicensed vehicle or material portion thereof, or commercial vehicle larger than  $\frac{1}{4}$  ton, may be parked on any street or parking area, Lot or Common Area, unless, in the case of commercial equipment, it shall be temporarily within such subdivision for the purpose of performing work therein.

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

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

11.6 No sign of any kind shall be displayed on any lot, except a sign of not more than five square feet advertising the property for sale or rent, except signs used by the developer and its agents to advertise the property during the construction period and sales period.

11.7 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers and provided they are not known for dangerous propensities.

11.8 No trash, garbage or other refuse shall be burned upon the premises, except that the builder or developer may burn debris for the purpose of cleaning the land or preparing any dwelling for occupancy.

11.9 No skateboard, rollerblade or bicycle ramps or structures of any kind shall be constructed, placed, or used on any Lot, street or parking area within the Property.

11.10 A townhome unit may not be leased to or occupied by more than two unrelated adults unless approved by the Board of Directors in its discretion after notice and an opportunity to comment is given to all adjoining property owners.

11.11 Easements for installation and maintenance of utilities, walkways, driveways, parking, drainage and storm detention facilities, sanitary sewer, water line, and access to all Lots

together with sight distance easements and a temporary turnaround easement are reserved as shown on the recorded plat for the Townes at Bluestone, Section One, subdivision (or any applicable phase). Such easements are reserved over the Lots and Common Areas in the Property as necessary for the benefit of said Lots, said locations to be designated by Declarant. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may obstruct or interfere with the installation and maintenance of said utilities and access to Lots. The easement area within each Lot shall be maintained by the Owner of said Lot, except those easements for which a public authority, utility company, or municipality is responsible.

11.12 No hedge shall be planted or permitted to grow over three and one-half (3 1/2) feet high along the property line unless approved by the ACC, nor shall any growth be permitted by any Owner to extend beyond his property line.

11.13 A satellite dish, not in excess of twenty-four (24) inches in diameter, may be installed upon the Lots, provided that said satellite dish does not extend beyond the roof-line of the dwelling to which it is attached. The installation of any satellite dish is subject to the approval of the Association.

11.14 All improvements to Lots shall be completed within 12 months of the commencement of construction thereof.

11.15 The Association shall be responsible for snow removal from the Common Area parking lots and Common Area sidewalks. Snow removal from the Lots and Owners' driveways and sidewalks shall be the responsibility of the Lot Owner.

11.16 The Association shall be responsible for maintenance of general landscaping, including mulching, of the Common Areas. The Association shall mow grass on the Lots, except those areas which are inaccessible due to approved fencing, if any. Lot Owners are responsible for maintenance of the general landscaping, including mulching and trimming of shrubbery and other garden care, of their own Lots, as well as for mowing of any inaccessible or fenced grass areas on their Lots.

11.17 The Lot Owner shall place his/her trash in the designated area for trash pick-up. The Association will assess an annual fee for such service.

11.18 No Lot or any portion of any Lot shall be used as an access way or right-of-way for ingress or egress to any other Lot or other parcel of land, without the prior written consent of the Association.

11.19 No lawn ornaments, wood structures or similar items shall be placed or used in any yard on any Lot unless approved by the ACC.

11.20 All children's toys, lawn maintenance equipment, motor bikes, all-terrain vehicles (ATV's), mopeds, scooters, barbecue grills, trash receptacles, rubbish and other unsightly objects and equipment shall be stored inside or in a screened location overnight. Storage of such items in front or side yards is prohibited. "Children's toys" includes without limitation bicycles,

tricycles, wagons, sandboxes, baby carriages, sliding boards, basketball goals, sleds and snow-related toys and sports-related equipment.

11.21 There shall be no fencing or hedges in the front yard of any townhouse lot, and all fencing to the rear of the townhouse unit shall be attached to the individual unit. Such fencing shall be constructed of one-inch by six-inch pressure-treated lumber on both sides of a board-on-board structure not to exceed six (6) feet in height, and shall include a gate at the rear to enable access. No fence shall be constructed without prior approval of the ACC.

11.22 In the event that a dwelling is destroyed, the Owner of the dwelling shall, within thirty (30) days of said destruction, clear away the remains of the dwelling and maintain the lot in a neat and orderly condition. No structure other than a townhouse of at least the same dimensions and architecture as the unit destroyed shall be constructed in place of the original unit ("Replacement Dwelling"). No Replacement Dwelling shall be constructed on a lot unless its dimensions and architecture are approved by the ACC.

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

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

11.25 Cost and expenses incidental to the abatement of any violation hereof, including reasonable attorneys' fees, and of the removal and correction of any offending structure or condition shall be paid by Owner of the offending property, and the amount thereof until paid shall constitute a lien upon the offending property, in favor of the Association, inferior only to liens as prescribed in Va. Code § 55-516.

11.26 The Declarant reserves and shall have the right alone to waive any one or more of the restrictive covenants, conditions and restrictions contained herein as to any lot transferred by it except that it cannot change the use of any lot from residential to commercial. This waiver shall not affect the otherwise binding effect of the covenants, conditions and restrictions upon any other lot. The Declarant further reserves the right alone to impose additional restrictive covenants, conditions and restrictions as to any lot or lots owned by it at the time of the imposition, and such imposition shall not affect the otherwise binding effect of these provisions upon any other lots.

**ARTICLE TWELVE**  
**RIGHT TO INCLUDE ADDITIONAL REAL PROPERTY**  
**AND EXCLUDE REAL PROPERTY**

12.1 **Right to Include Additional Real Property.** For so long as Declarant owns any portion of the Property, Declarant may subject additional real property, including, but not limited to, all or any part of the Expansion Property and adjoining property, to this Declaration by recording in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, an instrument signed by Declarant setting forth the following: (a) a statement that the real property to be added is owned by Declarant and is adjacent to the Property or within one mile of any boundary of the Property, (b) a statement that Declarant has determined that such real property should be included as part of the Townes at Bluestone, (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 **Right to Exclude Real Property.** For so long as Declarant owns any portion of the Property, any real property made part of the Property and subject to this Declaration, pursuant to this Declaration, may at any time prior to conveyance of such property to a third party be excluded from the development project and made no longer subject to this Declaration by the recording in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia, of a written instrument signed by Declarant containing (a) a legal description of the real property to be excluded, (b) a statement that such real property is owned by Declarant, and (c) a statement that said real property shall no longer be deemed to be a part of the Property or bound by or subject to any part of this Declaration.

12.3 **Townes at Bluestone Name.** The name "Townes at Bluestone" may be used by Declarant, its members and their respective affiliates to refer to all or any part of the Property or other nearby properties, regardless of whether such property is ever made subject to the Declaration. The names "Townes" and "Townes at Bluestone" are proprietary to Declarant and may not be used without Declarant's written authorization.

**ARTICLE THIRTEEN**  
**GENERAL PROVISIONS**

13.1 **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.2 **Severability.** Invalidation 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.

13.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to the Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. The covenants, conditions and restrictions of this Declaration may be amended by the affirmative vote of not less than two-thirds (66.67%) of the votes allocated to all Members of each class on a class basis. Any amendment must be properly recorded.

ROCKTOWN DEVELOPMENTS, INC.  
a Virginia corporation

By: V.T.F.  
Name: Vaughn T. Faura  
Its: Vice President

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

The foregoing instrument was acknowledged before me this 31 day of January,  
2007, by Vaughn T. Faura, who is Vice-President  
of Rocktown Developments, Inc. a Virginia corporation, on behalf of the corporation.

My commission expires: 12-31-09

(SEAL)

Deanie Garrett  
Notary Public

[Remainder of page intentionally left blank]

SUNTRUST BANK, Noteholder

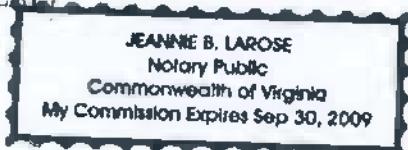
By: Don H. Andre  
Name: Don H. Andre  
Title: SENIOR VICE PRESIDENT

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

The foregoing instrument was acknowledged before me this 29 day of January, 2007, by Don H. Andre, who is Senior Vice President of Suntrust Bank, on its behalf.

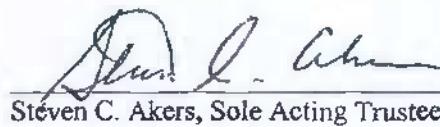
My commission expires: 9/30/2009.

(SEAL)



Jeanne B. Laroche  
Notary Public

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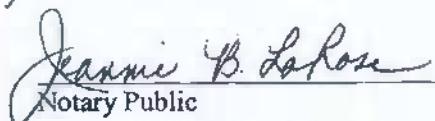
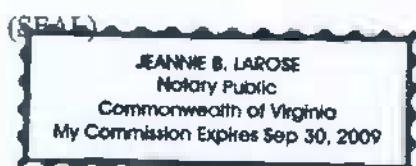


\_\_\_\_\_  
Steven C. Akers, Sole Acting Trustee

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

The foregoing instrument was acknowledged before me this 29 day of January, 2007, by Steven C. Akers, Sole Acting Trustee.

My commission expires: 9/30/2009



\_\_\_\_\_  
Jeannie B. Laroche  
Notary Public

98830

Exhibit A: Property

Order: KH878P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs

## EXHIBIT A

### Development Property:

All that certain tract or parcel of land lying along Deyerle Avenue and Blue Stone Hills Drive in the City of Harrisonburg, Virginia, containing 5.00 acres, more or less, and being more particularly described and shown on that certain plat of survey entitled "DIVISION PLAT SHOWING 13.409 ACRES of LAND PRESENTLY in the NAME of ROCKTOWN LAND COMPANY, LLC," prepared by Michael W. Mars, L.S., dated August 14, 2006, and recorded with the Deed referenced below, and on that certain subdivision plat made by Michael W. Mars, L.S., dated September 18, 2006, entitled "Final Plat, The Townes at Bluestone, Section One," recorded in Deed Book 2976, Page 162 of the Clerk's Office of the Circuit Court of Rockingham County, Virginia.

This is the same real estate acquired by Rocktown Developments, Inc., from Rocktown Land Company, LLC, by deed dated August 21, 2006 (the "Deed"), of record in the aforesaid Clerk's Office in Deed Book 2937, Page 546.

### Expansion Property:

#### Tract One:

That certain tract lying along Deyerle Avenue and Blue Stone Hills Drive in the City of Harrisonburg, Virginia, containing 8.409 acres, more or less, and being more particularly described and shown on that certain plat of survey entitled "DIVISION PLAT SHOWING 13.409 ACRES of LAND PRESENTLY in the NAME of ROCKTOWN LAND COMPANY,

LLC," prepared by Michael W. Mars, L.S., dated August 14, 2006, which plat is recorded in Deed Book 2937, Page 546, et seq. in the aforesaid Clerk's Office.

Tract Two:

All that certain lot or parcel of land containing 0.971 of an acre, more or less, with improvements, together with an easement twelve (12) feet in width for ingress and egress, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, situate on the east side of Reservoir Street, approximately one-half (1/2) mile south of Mabel Memorial Chapel in the City of Harrisonburg, Virginia, and being known and designated as Lot 1 upon a plat of the Hottinger Subdivision, which plat is recorded in the aforesaid Clerk's Office in Deed Book 752, Page 191, and more particularly shown and described upon a plat of survey made by J. R. Copper, Jr., C.L.S., dated April 29, 1985, by metes and bounds as follows:

Beginning at an iron pin set, a new corner in the line of Deyerle Land Inc.; thence leaving said Deyerle Land, Inc. and with a new division line N 31° 43' 49" E 263.42' to an iron pin set in another line of the aforementioned Deyerle Land Inc.; thence with said Deyerle Land Inc. S 76° 33' 10" E 169.91' to a metal fence post; thence S 31° 43' 49" W 260.68' to an iron pin found; thence N 77° 25' 42" W 170.79' to the beginning and containing 0.971 of an acre of land.

The foregoing two (2) tracts are the same real estate acquired by Rocktown Developments, Inc., from Rocktown Land Company, LLC, by deed dated December 21, 2006, of record in the aforesaid Clerk's Office in Deed Book 3011, Page 532.

00117822

Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs



ROCKINGHAM COUNTY  
L. WAYNE HARPER  
CLERK OF COURT  
Harrisonburg, VA 22801

69-2007-00005056

Instrument Number: 2007-00005056

As

Recorded On: February 13, 2007

Assignment

Parties: ROCKTOWN DEVELOPMENTS INC

To

TOWNES AT BLUESTONE PROPERTY OWNERS ASSN

Recorded By: ROCKTOWN DEVELOPMENT INC

Num Of Pages: 8

Comment:

\*\* Examined and Charged as Follows: \*\*

Assignment	6.50	10 or Fewer Pages	14.50
Recording Charge:	21.00		

\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: ROCKINGHAM COUNTY, VA

File Information:

Record and Return To:

Document Number: 2007-00005056

ROCKTOWN DEVELOPMENT INC

Receipt Number: 42871

Recorded Date/Time: February 13, 2007 10:32:53A

HARRISONBURG VA 22801

Book-Vol/Pg: Bk-OR VI-3038 Pg-742

Cashier / Station: B Huffman / Cash Station 3



THE STATE OF VIRGINIA  
COUNTY OF ROCKINGHAM

I certify that the document to which this authentication is affixed is a true copy of a record in the Rockingham County Circuit Court Clerk's Office and that I am the custodian of that record.

CLERK OF COURT

ROCKINGHAM COUNTY, VIRGINIA

Order: KH378

Address: 2231 Leyden Lane

Order Date: 02-18-2019

Document not for resale

HomeWiseDocs

Doc Br Vol Pg # of Pgs  
50005056 OR 3038 742 8  
Feb 13, 2007

City of Harrisonburg Tax Map #'s 80-F-0, 0A & 20-42,  
80-H-0 & 1-19, 80-H-21

THIS AMENDMENT AND ASSIGNMENT OF EASEMENT RIGHTS is made this 25th day of January, 2007, by and between ROCKTOWN DEVELOPMENTS, INC., a Virginia corporation (the "Corporation"), indexed as Grantor; and TOWNES AT BLUESTONE PROPERTY OWNERS ASSOCIATION (the "POA"), a Virginia non-profit corporation, indexed as Grantee.

WHEREAS, by Deed dated June 30, 2004, from Blue Stone Land Company, Inc. ("Blue Stone") to Rocktown Land Company, LLC (the "LLC"), which Deed is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 2521, page 234, the LLC was conveyed all that certain tract or parcel of land containing 13.409 acres, more or less (the "Rocktown Property"), subject to any and all easements lawfully applicable thereto; and

WHEREAS, certain easements crossing the Rocktown Property, which easements also benefited Blue Stone's other land, were shown on the plat attached to and made a part of said Deed, said plat being made by Michael W. Mars, L.S., dated June 21, 2004, and revised June 30, 2004; and

WHEREAS, certain of the easements shown on said plat were identified as "private" easements, those being easements for storm drainage and for a storm detention pond; and

WHEREAS, in that certain "Shared Easement Cost-Sharing Agreement" (the "Agreement") dated July 12, 2004, and recorded in the aforesaid Clerk's Office in Deed Book 2521, page 239, by and among the LLC, Blue Stone, and Blue Stone Hills Property Owners Association (the "Association"): (1) certain rights to and interest in all the private easements (the "Easements") were assigned from Blue Stone to the LLC; and (2) certain agreements were entered into between the LLC and the Association as to the shared use of and responsibilities and obligations relating to the said Easements; and (3) the LLC and its successors and assigns were given the right to modify or relocate the said Easements, and thus to amend the Agreement,

Prepared by Lenhart Obenshain PC  
PO Box 1287, Harrisonburg, VA 22803

Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
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HomeWiseDocs

without consent of the Association; and (4) the LLC was permitted to assign all its rights and obligations under the Agreement to a property owners' association formed to govern all or any part of the Rocktown Property; and

WHEREAS, the LLC has conveyed its Rocktown Property to the Corporation, pursuant to the following two deeds: (1) by Deed dated August 21, 2006, and recorded in the aforesaid Clerk's Office in Deed Book 2937, page 546, the property therein conveyed being 5.000 acres, more or less (the "Development Property"), and (2) by Deed dated December 21, 2006, and recorded in the aforesaid Clerk's Office in Deed Book 3011, page 532, the property therein conveyed being 8.409 acres, more or less (together with an additional adjacent parcel containing 0.974 acre, more or less) (collectively, the "Remaining Property"); and

WHEREAS, the Development Property was subdivided and a portion thereof, specifically Lot Nos. 28 – 42, inclusive, as shown on that certain plat of survey made by Michael W. Mars, L.S., dated September 18, 2006, and entitled "Final Plat, The Townes at Bluestone, Section One," which plat is recorded in the Clerk's Office of the Circuit Court of Rockingham County Virginia in Deed Book 2976, Page 162 (the "Subdivision Plat"), was conveyed in trust to Steven C. Akers, Sole Acting Trustee, to secure payment of a promissory note payable to Suntrust Bank, formerly Crestar Bank, pursuant to the terms of a Deed of Trust Third Modification Agreement recorded in the aforesaid Clerk's Office in Deed Book 3004, Page 318. Suntrust Bank and Steven C. Akers, Sole Acting Trustee, hereby join in this Amendment and Assignment to evidence their consent; and

WHEREAS, the subdivision of the Development Property and the building plan therefor have necessitated the modification and relocation of portions of these Easements; and

WHEREAS, the Corporation now does desire (a) to modify and relocate these Easements, such modification and relocation being as shown on the aforesaid Subdivision Plat; and

WHEREAS, the Corporation also desires to assign and convey to the POA, all of its respective rights and obligations under the aforesaid Agreement, which POA will govern the Development Property, now known as "The Townes at Bluestone," and any and all other property that may become part of the Townes.

NOW, THEREFORE, the Corporation, as Grantor herein, does hereby amend the Shared Easement Cost-Sharing Agreement referenced herein to modify and relocate the Easements in accordance with the Subdivision Plat, those modifications being specifically as follows: (1) vacation of a portion of the storm drainage easements created in Deed Book 1341, page 781 *et seq.*, and in Deed Book 1493, page 453, and replacement with new storm drainage easements as shown on said Plat; and (2) vacation of a portion of the storm detention easement created in Deed Book 1341, page 781, *et seq.*, and replacement with the new storm detention easement as shown on said Plat.

FURTHER, the Grantor herein does assign and convey to the Grantee herein and its successors in interest all of Grantor's rights and obligations in and to the Easements; provided, however, that the Grantor does hereby reserve unto itself and its successors and assigns any and all rights to the future use of the Easements including the right to further modify and relocate the Easements, and to assign such rights and obligations of any such further modified and relocated Easements to such other property owners' association as may be created to govern Grantor's Remaining Property, if not added to the Townes, upon the same conditions as are set forth in the Agreement, at such time as Grantor develops its Remaining Property.

In consideration of the rights granted to it hereunder, Grantee agrees to assume all such obligations and liabilities as are set forth in the Agreement, releasing the Grantor from such obligations and liabilities, except and to the extent the Grantor uses the Easements in its future development of its Remaining Property in a separate development with a separate property owners' association, as set forth above.

This Amendment and Assignment shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. Grantee may not assign its rights pursuant to this Assignment to any third party other than in connection with its conveyance of all or a portion of the Grantee Property.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Assignment to be, executed and delivered on its behalf by the undersigned, on due authority.

ROCKTOWN DEVELOPMENTS, INC.  
A Virginia corporation

By: V.T.F. (SEAL)  
Name: Vaughn T. Foura  
Its: Vice President

TOWNES AT BLUESTONE PROPERTY OWNERS  
ASSOCIATION  
A Virginia non-profit corporation

By: J.T.V. James T. Vickers, Board Member

By: V.T.F. Vaughn T. Foura, Board Member

By: C.M.M. Christopher M. Mohn, Board Member

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 31 day of January, 2007, by Vaughn Foura, Vice President of Rocktown Developments, Inc., on its behalf.

My commission expires: 12-31-09

Jeanie Garrett  
Notary Public

(SEAL)

Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this  
31 day of January, 2007, by James T. Vickers, Board Member, Townes at  
Bluestone Property Owners Association, on its behalf.

My commission expires: 12-31-09

Jeanie Garrett  
Notary Public

(SEAL)

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this  
31 day of January, 2007, by Vaughn T. Foura, Board Member, Townes at  
Bluestone Property Owners Association, on its behalf.

My commission expires: 12-31-09

Jeanie Garrett  
Notary Public

(SEAL)

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this  
31 day of January, 2007, by Christopher M. Mohn, Board Member, Townes at  
Bluestone Property Owners Association, on its behalf.

My commission expires: 12-31-09

Jeanie Garrett  
Notary Public

(SEAL)

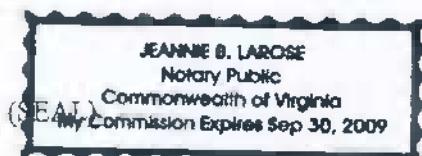
SUNTRUST BANK, Noteholder

By: Don N. Andre  
Name: Don N. Andre  
Title: SENIOR VICE PRESIDENT

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

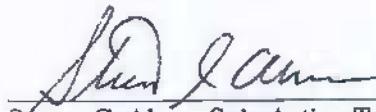
29 The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this day of January, 2007, by Don N. Andre, who is Senior Vice President of Suntrust Bank, on its behalf.

My commission expires: 9/30/2009.



Jeannie B. LaRose  
Notary Public

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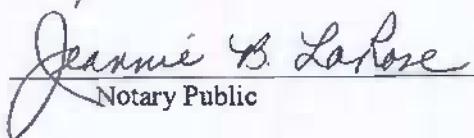
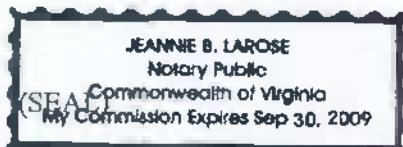


\_\_\_\_\_  
Steven C. Akers, Sole Acting Trustee

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Roanoke to-wit:

The foregoing instrument was acknowledged before me this 29 day of January, 2007, by Steven C. Akers, Sole Acting Trustee.

My commission expires: 9/30/2009



\_\_\_\_\_  
Jeannie B. Laroche  
Notary Public

SR/105986

7  
Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs

## ADDENDUM TO DEED

THIS ADDENDUM TO DEED ("Addendum") is attached to and forms a part of the Deed dated December \_\_\_\_\_, 2014, by and between Townes at Bluestone, LLC, a Virginia limited liability company ("Bluestone"), as Grantor, and \_\_\_\_\_, as Grantee(s), in connection with the conveyance from Grantor to Grantee(s) of Lot 97 in The Townes at Bluestone Subdivision, Section Two, together with any improvements (the "Real Estate").

Pursuant to the Assignment of Declarant Rights dated March 28, 2014, of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 4393, page 425, Rocktown Development, Inc., a Virginia corporation, assigned to Bluestone and Bluestone assumed all rights of Declarant under the Declaration of Covenants, Conditions and Restrictions Townes at Bluestone, of record in the aforesaid Clerk's Office in Deed Book 3038, page 750, as amended by First Supplement to Declaration of Covenants, Conditions, and Restrictions Townes at Bluestone, of record in the aforesaid Clerk's Office in Deed Book 3281, page 671, and amended by Second Supplement and Amendment to Declaration of Covenants, Conditions, and Restrictions Townes at Bluestone, of record in the aforesaid Clerk's Office in Deed Book 4362, page 766, and further amended by Third Supplement and Amendment to Declaration of Covenants, Conditions, and Restrictions Townes at Bluestone, of record in the aforesaid Clerk's Office in Deed Book 4393, page 430 (the "Declaration").

Section 11.26 of the Declaration provides that the Declarant reserves and shall have the right alone to waive any one or more of the restrictive covenants, conditions and restrictions contained in the Declaration as to any lot transferred by the Declarant or to impose additional restrictive covenants, conditions and restrictions as to any lot or lots owned by the Declarant at the time of the imposition.

Therefore, as to the Real Estate, Declarant by this Addendum does hereby amend Section 11.21 of the Declaration to read as follows:

"Section 11.21 There shall be no fencing or hedges in the front of any of the townhouse units, and all fencing to the rear of the townhouse units shall be attached to the individual unit. Except as otherwise approved by the Architectural Control Committee, all fences shall be constructed of durable materials as approved by the Architectural Control Committee and shall not be higher than four feet. Fence support posts may be up to four feet and ten inches in height. Privacy screening shall not exceed six feet in height and ten feet in length, and must abut the building. Privacy screening support posts may be up to six feet and ten inches in height. Such fence or privacy screening shall contain a gate at the rear to enable access. No fence or privacy screening shall be constructed until the Architectural Control Committee has approved the same."

All definitions not defined herein shall be the same as defined in the Declaration.

Except as modified herein, all other terms and provisions contained in the Declaration shall remain in full force and effect with no modification thereof.

IN WITNESS WHEREOF, Townes at Bluestone, LLC has caused this Addendum to Deed to be executed in its name and on its behalf by the undersigned on due authority.

TOWNES AT BLUESTONE, LLC,  
a Virginia limited liability company

By:

Name: Jared S. Scripture  
Title: Manager

COMMONWEALTH OF VIRGINIA  
CITY OF HARRISONBURG, to-wit:

Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs

The aforesaid Addendum to Deed was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, in the jurisdiction aforesaid by **Jared S. Scripture** as Manager of Townes at Bluestone, LLC, on its behalf.

My commission expires: \_\_\_\_\_  
Notary Public Registration No. \_\_\_\_\_

---

Notary Public

Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs

**LENHART**  
ATTORNEYS  
AT LAW **PETTIT**

Denny K. White  
Paralegal

Direct: (540) 437-3109  
dkw@lplaw.com

Phone: (540) 437-3100  
Fax: (540) 437-3101  
90 North Main Street, Suite 201  
P.O. Box 1287  
Harrisonburg, Virginia 22803

January 9, 2015

Townes At Bluestone Property Owners Association  
Attn: Terry Weaver  
1951 Evelyn Byrd Avenue  
Harrisonburg, VA 22801

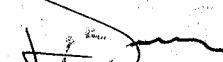
Re: Townes at Bluestone, Section One – Open Space Parcels

Dear Terry:

Enclosed please find the original recorded Deed of Gift conveying to the POA the Townes at Bluestone, Section One Open Space parcels.

Please feel free to contact me should you have any questions. Thank you.

Sincerely,

  
Denny K. White  
Paralegal

HB280187.DOCX

Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs

[www.lplaw.com](http://www.lplaw.com)  
Charlottesville | Harrisonburg

ROCKINGHAM COUNTY  
Chaz W. Evans-Haywood  
CLERK OF COURT  
Harrisonburg, VA 22801

60 2015 00000601

Instrument Number: 2015- 00000601

Recorded On: January 09, 2015

Parties: ROCKTOWN DEVELOPMENTS INC

To

TOWNES AT BLUESTONE PROPERTY OWNERS ASSN

Recorded By: LENHART PETTIT PC

Comment: PARCEL HBURG

Num Of Pages:

4

\*\* Examined and Charged as Follows: \*\*

Deed of Gift	6.50	10 or Fewer Pages	14.50	Transfer Fee City	1.00
Recording Charge:	22.00				

Issued To: LENHART PETTIT PC  
90 NORTH MAIN ST  
SUITE 201  
HARRISONBURG VA 22801

Recording Fees		Recording Type	Number	Volm	Page	Time	Amount
<b>Deed of Gift</b>							
00000601	04517	00251	01:08:29p				6.50
106 Technology Trust							5.00
145 Virginia State Library							1.50
PARCEL HBURG							
DR-ROCKTOWN DEVELOPMENTS INC							
IN-TOWNES AT BLUESTONE PROPERTY OWNERS ASSN							
10 or Fewer Pages							14.50
301 Deeds							14.50
Transfer Fee City							1.00
222 Transfer Fee City							22.00
Collected Amounts							
2-Check							22.00
							22.00
Total Received :							22.00
Less Total Recordings:							22.00
Change Due :							0.00

\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: ROCKINGHAM COUNTY, VA

File Information:

Document Number: 2015- 00000601

Record and Return To:

LENHART PETTIT PC

Receipt Number: 307944

90 NORTH MAIN ST

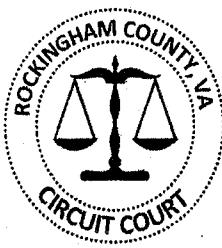
Recorded Date/Time: January 09, 2015 01:08:29P

SUITE 201

Book-Vol/Pg: Bk-OR VI-4517 Pg-251

HARRISONBURG VA 22801

Cashier / Station: A Pittman / Cash Station 3



THE STATE OF VIRGINIA}  
COUNTY OF ROCKINGHAM}

I certify that the document to which this authentication is affixed is a true copy of a record in the Rockingham County Circuit Court Clerk's Office and that I am the custodian of that record.

Order: KH370-PoP9  
Address: 223 Everlee Ave  
Order Date: 2019  
CLERK OF COURT  
ROCKINGHAM COUNTY, VIRGINIA  
Document Not for Resale  
HomeWiseDocs

Doc Bk Vol Pg of Pg  
00000601 0R 4517 251 4  
LENHART PETTIT PC Jan 09, 2015

THIS DOCUMENT WAS PREPARED BY:  
LISA ANNE HAWKINS (VSB# 44738)  
LENHART PETTIT PC  
90 NORTH MAIN STREET, SUITE 201  
HARRISONBURG, VIRGINIA 22802

TITLE INSURANCE UNDERWRITER INSURING THIS  
INSTRUMENT: NONE

TAX MAP NOS: 80-F-2 AND 80-F-0-A

THIS INSTRUMENT IS EXEMPT FROM RECORDATION TAXES PURSUANT TO VA. CODE § 58.1-811.D

THIS DEED OF GIFT is made this 31<sup>st</sup> day of December, 2014, by and between ROCKTOWN DEVELOPMENTS, INC., a Virginia corporation, Grantor, and TOWNES AT BLUESTONE PROPERTY OWNERS ASSOCIATION, a Virginia non-stock corporation, Grantee.

W I T N E S S E T H:

Pursuant to the terms of the Declaration of Covenants, Conditions, and Restrictions for Townes At Bluestone, dated January 25, 2007, of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 3038, page 750, and amended by First Supplement to Declaration of Covenants, Conditions, and Restrictions for Townes At Bluestone, dated February 25, 2008, of record in the aforesaid Clerk's Office in Deed Book 3281, page 671, Second Supplement and Amendment to Declaration of Covenants, Conditions, and Restrictions for Townes At Bluestone, dated December 4, 2013, of record in the aforesaid Clerk's Office in Deed Book 4362, page 766, Assignment of Declarant Rights for Townes At Bluestone dated March 28, 2014, of record in the aforesaid Clerk's Office in Deed Book 4393, page 425, and Third Supplement and Amendment to Declaration of Covenants, Conditions, and Restrictions for Townes At Bluestone, dated March 26, 2014, of record in the aforesaid Clerk's Office in Deed Book 4393, page 430 (collectively, the "Declaration of Covenants, Conditions and Restrictions"), Grantor does hereby grant and convey with Special Warranty of Title, subject to easements, restrictions and reservations of record, unto Townes At Bluestone Property Owners Association, a Virginia non-stock corporation, all of Grantor's right, title and interest in and to those two (2) certain "Open Space" lots or parcels of land located in Section One of The Townes

Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs

at Bluestone subdivision, situate in the City of Harrisonburg, Virginia, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, being more particularly described as follows:

**“OPEN SPACE 738 SQ. FT.” and “OPEN SPACE 5,158 SQ. FT.”** as shown and subdivided pursuant to the Final Plat, The Townes at Bluestone, Section One, prepared by Michael W. Mars, L.S., dated July 28, 2006, revised September 18, 2006, and of record in the aforesaid Clerk’s Office in Deed Book 2976, page 162 (the “Section One Plat”).

TOGETHER WITH non-exclusive easements as “Common Area” over, across, and under those areas shown on the Section One Plat as: New 10’ Private Drainage Easement (Shaded), New 12’ Private Drainage Easement (Crosshatched), New 10’ Private Storm Drainage Easement (Shaded), New Private Storm Detention Easement (Hatched), New Private Waterline Easement (Hatched), New Private Parking & Access Easement, New Sight Distance Easement, New Private Storm Detention Easement (Hatched) and New Private Sanitary Sewer Easement (Hatched).

The real estate conveyed by this deed is a portion of the real estate acquired by Grantor from Rocktown Land Company, LLC, a Virginia limited liability company, by deed dated August 21, 2006, of record in the aforesaid Clerk’s Office in Deed Book 2937, page 546.

The conveyance effected by this deed is subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions, and all easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed, which have not expired by limitation of time contained therein or otherwise become ineffective.

IN WITNESS WHEREOF, Rocktown Developments, Inc. has caused this deed to be executed in its name and on its behalf by the undersigned on due authority.

ROCKTOWN DEVELOPMENTS, INC.,  
a Virginia corporation

By: John Barker (SEAL)  
Name: John Barker  
Title: VICE PRESIDENT

STATE OF VIRGINIA

CITY/COUNTY OF Spokane, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 31st day of December, 2014, by John Barker as Vice President of Rocktown Developments, Inc., a Virginia corporation, on its behalf.

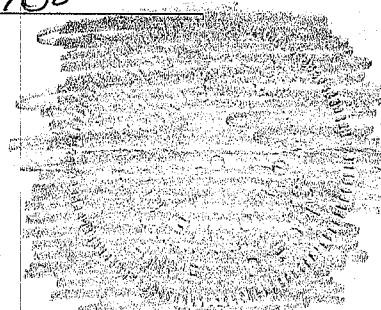
My commission expires: 01/31/2015.

[SEAL]

Alice G. Kenney  
Notary Public  
Notary Public Registration No. # 341730

Grantee's Address:

1951 Evelyn Byrd Avenue  
HARRISONBURG, VA 22801



**PREPARED BASED ON DIRECTION OF THE GRANTOR  
WITHOUT BENEFIT OF A TITLE EXAMINATION**

HB279268.DOCX

Order: KH378P8P9  
Address: 32237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs

# The Townes at Bluestone Property Owners Association, Inc.

126 North Kent Street ♦ Winchester, VA 22601 ♦ Tele: 540-722-4100

---

To whom it may concern:

The Townes at Bluestone Property Owners Association, Inc. owns no common elements other than green spaces/land.



---

John Barker, Director

---

1/8/14

Date

ROCKINGHAM COUNTY  
L. WAYNE HARPER  
CLERK OF COURT  
Harrisonburg, VA 22801



60 2006 00035382

Instrument Number: 2006-00035382

COPY

Recorded On: November 07, 2006 As Owner's Consent

Parties: ROCKTOWN DEVELOPMENTS INC

To  
NO GRANTEE

Recorded By: LENHART OBENSHAIN

Num Of Pages: 15

Comment:

\*\* Examined and Charged as Follows: \*\*

Owner's Consent	6.50	11 - 30 Pages	28.50	Plat larger than legal	280.00
Recording Charge:	315.00				

\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: ROCKINGHAM COUNTY, VA

File Information:

Record and Return To:

Document Number: 2006-00035382

LENHART OBENSHAIN

Receipt Number: 28700

90 NORTH MAIN ST

Recorded Date/Time: November 07, 2006 10:26:06A

SUITE 201

Book-Vol/Pg: Bk-OR VI-2976 Pg-162

HARRISONBURG VA 22801

Cashier / Station: B Huffman / Cash Station 3



THE STATE OF VIRGINIA}  
COUNTY OF ROCKINGHAM}

I certify that the document in which this authentication is affixed is a true  
copy of a record in the Rockingham County Circuit Court Clerk's Office  
and that I am the custodian of that record.

Order: KH37

Address: 2237 Dyerle Ave

Order Date: 02/12/2019

CLERK OF COURT

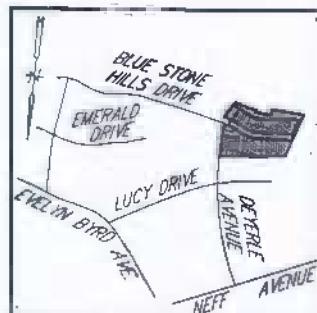
ROCKINGHAM COUNTY, VIRGINIA

HomeWiseDocs

FINAL PLAT  
THE TOWNES at BLUESTONE,  
SECTION ONE

OWNER / DEVELOPER -  
ROCKTOWN DEVELOPMENTS, INC

CITY of HARRISONBURG, VIRGINIA

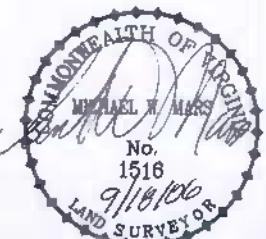


VICINITY MAP  
SCALE 1" - 1,000'

JULY 28, 2006  
REVISED SEPTEMBER 18, 2006

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE  
AND BELIEF, ALL OF THE REQUIREMENTS OF THE PLANNING  
COMMISSION, CITY COUNCIL AND ORDINANCES OF THE CITY  
OF HARRISONBURG, VIRGINIA, REGARDING THE PLANNING OF  
SUBDIVISIONS WITHIN THE CITY HAVE BEEN COMPLIED WITH.

VALLEY  
ENGINEERING-SURVEYING-PLANNING  
3231 PEOPLES DRIVE,  
HARRISONBURG, VIRGINIA 22801  
TELEPHONE (540) 434-6365



**NOTES**

1. DATUM AS SHOWN HEREON IS ACCORDING TO RECORDED INFORMATION AND A CURRENT FIELD SURVEY.
2. THIS PROPERTY IS A PORTION OF TAX MAP No. 80-f-2.
3. BEARINGS ARE ROTATED TO PLAT RECORDED IN D.B. 2521, Pg. 234.
4. TOTAL AREA IN LOTS = .3517 ACRES.
5. TOTAL AREA IN OPEN SPACES = 0.860 ACRES.
6. AREA IN BLUE STONE DRIVE (EXTENDED), SECTION ONE = 0.623 ACRES.
7. TOTAL AREA BEING DIVIDED IN SECTION ONE = 5.000 ACRES.
8. SEE SHEET 9 FOR VACATION OF EXISTING STORM DRAINAGE EASEMENT CREATED IN D.B. 1,341, Pg. 781 & D.B. 1493, Pg. 453 and for NEW STORM DRAINAGE EASEMENT.
9. SEE SHEET 10 FOR NEW PRIVATE PARKING & ACCESS EASEMENTS.
10. SEE SHEET 9 FOR NEW OFF-SITE EASEMENTS.
11. SEE SHEET 12 FOR CHART WITH ALL CURVE DATA

ROCKTOWN LAND COMPANY, LLC  
REMAINING PORTION OF  
D.B. 2521, Pg. 234  
(REMAINING PORTION OF TAX MAP 80 - f - 2)

SEE SHEET 9 FOR  
OFF-SITE  
EASEMENTS

OPEN SPACE  
(SEE SHT. 11)

BLUE STONE  
HILLS DRIVE

SEE SHEET  
9 FOR  
OFF-SITE  
EASEMENTS

DEYERLE AVENUE

LOT 1 (SHT. 3)  
LOT 2 (SHT. 3)  
LOT 3 (SHT. 3)  
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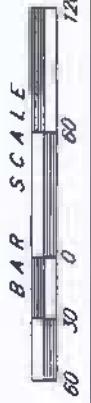
HILLS DRIVE (EXTENDED)

OPEN SPACE  
(SEE SHT. 11)

LOT 1, SECTION 7,  
BLUESTONE HILLS SUBDIVISION  
PLAT in D.B. 1493, Pg. 453  
(TAX MAP 80 - f - 1)



COMMONWEALTH OF VIRGINIA  
STATE BOARD OF SURVEYORS  
No. 1518  
9/1/00  
LAND SURVEYOR



VALLEY  
ENGINEERING-SURVEYING-PLANNING  
3231 PEOPLES DRIVE  
HARRISONBURG, VIRGINIA 22801  
TELEPHONE (540) 434-6365  
8049C1.DWG

JAMES M. JACKSON  
D.B. 268, Pg. 116  
(TAX MAP 80 - f - 2)

FILE #8049-1, EXP. 3732-4  
SHEET 2 of 14

## NOTES

1. SEE SHEET 2 FOR GENERAL NOTES.
2. THE NEW PRIVATE DRAINAGE EASEMENT AS SHOWN HERON IS TO REPLACE THE EXISTING PRIVATE DRAINAGE EASEMENT CREATED IN D.B. 1341, Pg. 781 & D.B. 1493, Pg. 453. (SEE SHEET 9)

ROCKTOWN LAND COMPANY, LLC  
REMAINING PORTION of  
D.B. 2521, Pg. 254  
(REMAINING PORTION of  
TAX MAP 80-1-2)

NEW SIGHT DISTANCE EASEMENT

S. 51° 25' 25" E

82.00'

S. 25° 15' 25" E

92.30' (Total)

S. 75° 11' 45" E

54.55'

S. 25° 15' 25" E

89.90'

S. 25° 15' 25" E

25.00'

S. 00° 00' 00" W

50.00' (Total)

S. 14° 45' 13" W

14.34'

S. 00° 00' 00" W

5.00' (Total)

S. 00° 00' 00" W

25.00'

S. 00° 00' 00" W

5.00' (Total)

S. 00° 00' 00" W

20.00'

S. 00° 00' 00" W

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S. 00° 00' 00" W

10'

S. 00° 00' 00" W

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20'

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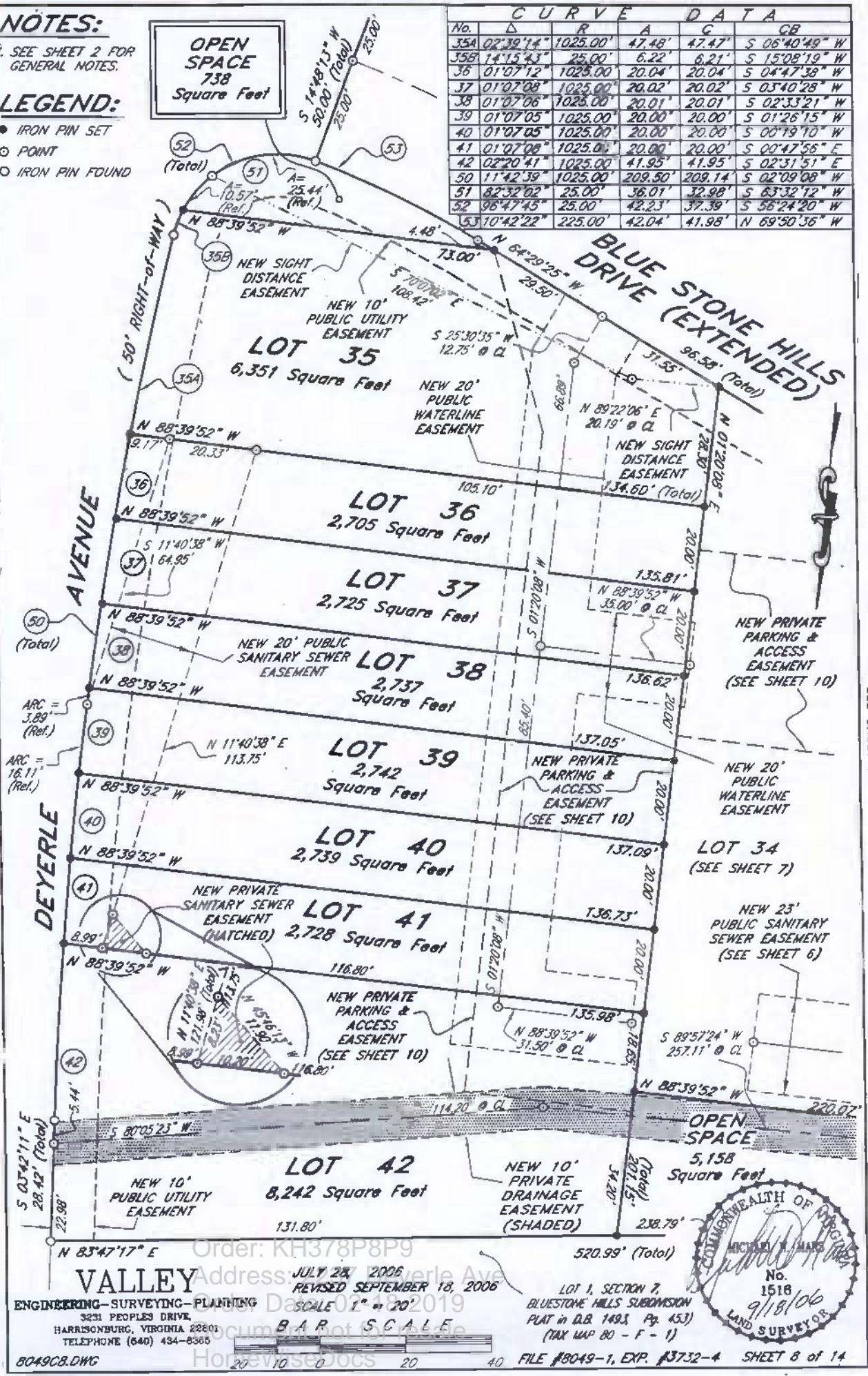


**NOTES:**

i. SEE SHEET 2 FOR  
GENERAL NOTES.

**LEGEND:**

- IRON PIN SET
- POINT
- IRON PIN FOUND



VALLEY  
ENGINEERING—SURVEYING—PLANNING  
3231 PEOPLES DRIVE,  
HARRISONBURG, VIRGINIA 22801  
TELEPHONE (540) 434-8355

ВСИЧСА ДНЕ

Order: KH378P8P9  
Address: 1234 Everle  
- PLANNING  
R.  
128001  
- 6365  
1 DOCUMENTS  
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20 10 0 20

LOT 1, SECTION 7,  
BLUESTONE HILLS SUBDIVISION  
PLAT in D.R. 149.8, Pg. 153  
(TAX MAP 80 - F - 1)

OPEN  
SPACE

5,158  
square feet

OPEN  
SPACE

5,158  
square feet

THE STATE OF MASSACHUSETTS

WONDER

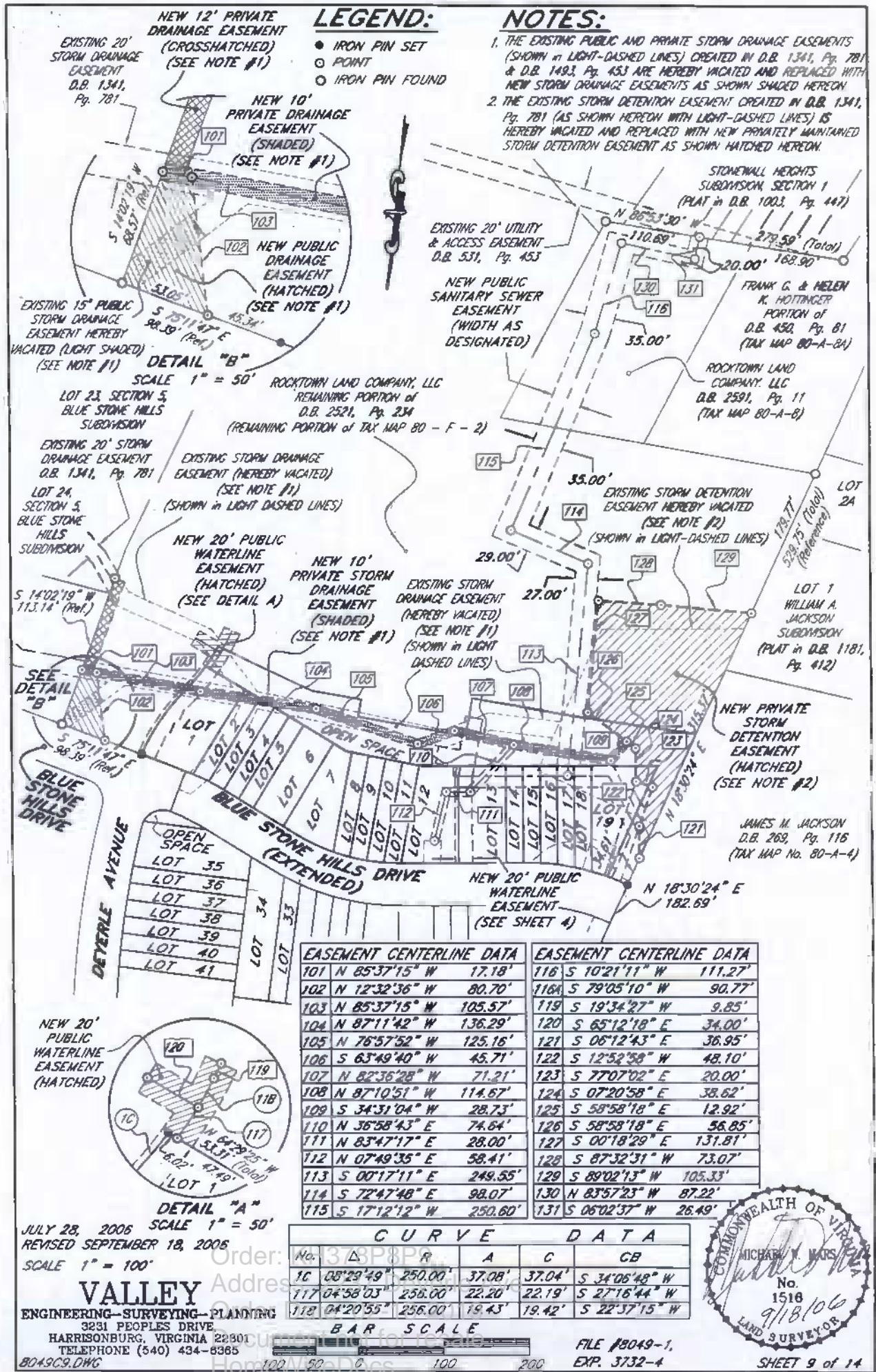
105 MICHAEL R. MARS

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1516

9/18/00  
LAND SURVEYOR

132-4 SHEET 8 OF 14

• 1000 • 1000

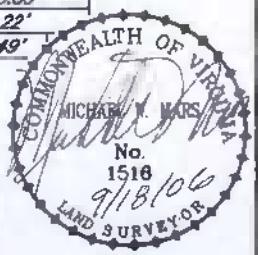


JULY 28, 2005 SCALE 1" = 50'  
REVISED SEPTEMBER 18, 2005  
SCALE 1" = 100'

**VALLEY**  
ENGINEERING—SURVEYING—PLANNING  
3231 PEOPLES DRIVE  
HARRISONBURG, VIRGINIA 22801  
TELEPHONE (540) 434-8365  
8049C9.DWG

C U R V E D A T A					
No.	$\Delta$	R	A	C	CB
10	08°29'49"	250.00'	37.08'	37.04'	S 34°06'48" W
117	04°56'03"	256.00'	22.20'	22.19'	S 27°16'44" W
118	04°20'55"	256.00'	19.43'	19.42'	S 22°37'15" W

FILE #8049-1,  
EXP. 3732-4



**LEGEND:**

- POINT
- IRON PIN SET
- IRON PIN FOUND

ROCKTOWN LAND COMPANY, LLC  
REMAINING PORTION OF  
D.R. 2521, Pg. 24  
(REMAINING PORTION OF  
TAX MAP 80 - F - 2)

S 61°26'43" W

41.84'

61.36'

14.88'

151.81'

N 64°29'25" W

151.81'

N 62°40'39" W

14.88'

N 05°12'43" W

39.88'

N 06°12'43" W

39.88'

NEW PRIVATE  
PARKING &  
ACCES  
EASEMENT  
(SHADED)

BLUE  
HILLS  
DRIVE

BLU  
E H  
ILLS  
DRIVE

No.	EASEMENT LINE DATA
201	N 06°12'43" W 8.53'
202	N 38°47'17" E 10.61'
203	N 06°12'43" W 55.66'
204	N 16°02'27" W 11.47'
205	N 51°12'43" W 17.86'
206	S 38°47'17" W 27.84'
207	S 02°23'52" W 19.99'
208	S 06°12'43" E 45.05'
209	S 50°53'17" E 15.64'
210	N 83°47'17" E 20.62'
211	N 25°30'35" E 8.41'
212	N 20°30'35" E 9.89'
213	S 35°35'32" E 59.98'
214	N 14°48'13" E 20.56'
215	N 30°11'47" W 14.39'

DEYERLE AVENUE

LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
LOT 34	LOT 35
LOT 33	LOT 34
LOT 32	LOT 33
LOT 31	LOT 32
LOT 30	LOT 31
LOT 29	LOT 30
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LOT 23	LOT 24
LOT 22	LOT 23
LOT 21	LOT 22
LOT 20	LOT 21

(EXTENDED)

LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
LOT 34	LOT 35
LOT 33	LOT 34
LOT 32	LOT 33
LOT 31	LOT 32
LOT 30	LOT 31
LOT 29	LOT 30
LOT 28	LOT 29
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LOT 22	LOT 23
LOT 21	LOT 22
LOT 20	LOT 21

LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
LOT 34	LOT 35
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LOT 32	LOT 33
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LOT 20	LOT 21

LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
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LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
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LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
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LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
LOT 34	LOT 35
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LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
LOT 34	LOT 35
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LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
LOT 34	LOT 35
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LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
LOT 34	LOT 35
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LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
LOT 34	LOT 35
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LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
LOT 34	LOT 35
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LOT 20	LOT 21

LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 2521 Pg. 4533	(25)
(TAX MAP 80 - F - 1)	
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LOT 21	LOT 22
LOT 20	LOT 21

LOT 1, SECTION 7 BLUESTONE HILLS SUBDIVISION PLAT in D.R. 252



**NOTES:**

1. SEE SHEET 2 FOR GENERAL NOTES.

C U R V E      D A T A					
No.	Δ	R	A	C	CB
1A	01°56'20"	275.00'	9.31'	9.31'	S 74°13'37" E
1B	21°01'14"	250.00'	91.72'	91.21'	S 27°51'05" W
1C	08°29'49"	250.00'	37.08'	37.04'	S 34°06'48" W
1C1	00°28'52"	250.00'	2.10'	2.10'	S 38°07'16" W
1C2	08°00'57"	250.00'	34.98'	34.95'	S 33°52'22" W
2	04°11'47"	275.00'	20.14'	20.14'	S 71°09'34" E
3	04°10'18"	275.00'	20.02'	20.02'	S 66°58'31" E
4	00°23'57"	275.00'	1.92'	1.92'	S 64°41'23" E
7	12°15'14"	225.00'	48.12'	48.03'	S 70°37'02" E
8	05°07'20"	225.00'	20.12'	20.11'	S 79°18'19" E
9	05°05'43"	225.00'	20.01'	20.00'	S 84°24'50" E
10	05°06'32"	225.00'	20.06'	20.06'	S 89°30'57" E
11	04°08'29"	225.00'	16.26'	16.26'	N 85°51'32" E
15	03°13'45"	275.00'	15.50'	15.50'	N 85°24'10" E
16	04°11'09"	275.00'	20.09'	20.09'	N 89°06'36" E
17	04°13'34"	275.00'	20.28'	20.28'	S 85°41'02" E
18	04°17'30"	275.00'	20.60'	20.59'	S 82°25'30" E
19	03°59'25"	275.00'	19.15'	19.15'	S 78°17'02" E
20	22°40'41"	225.00'	89.06'	88.48'	N 82°19'13" W
21	02°33'09"	225.00'	10.02'	10.02'	S 85°03'52" W
28	07°32'04"	275.00'	36.16'	36.14'	S 87°33'19" W
29	04°10'14"	275.00'	20.02'	20.01'	N 86°35'32" W
30	04°11'34"	275.00'	20.12'	20.12'	N 82°24'37" W
31	04°14'18"	275.00'	20.34'	20.34'	N 78°11'41" W
32	04°18'35"	275.00'	20.69'	20.68'	N 73°55'14" W
33	04°24'39"	275.00'	21.17'	21.17'	N 69°33'37" W
34	02°51'52"	275.00'	13.75'	13.75'	N 65°55'21" W
35A	02°39'14"	1025.00'	47.48'	47.47'	S 06°40'49" W
35B	14°15'43"	25.00'	6.22'	6.21'	S 15°08'19" W
36	01°07'12"	1025.00'	20.04'	20.04'	S 04°47'38" W
37	01°07'08"	1025.00'	20.02'	20.02'	S 03°40'28" W
38	01°07'06"	1025.00'	20.01'	20.01'	S 02°33'21" W
39	01°07'05"	1025.00'	20.00'	20.00'	S 01°26'15" W
40	01°07'05"	1025.00'	20.00'	20.00'	S 00°19'10" W
41	01°07'08"	1025.00'	20.00'	20.00'	S 00°47'56" E
42	02°20'41"	1025.00'	41.95'	41.95'	S 02°31'51" E
50	11°42'39"	1025.00'	209.50'	209.14'	S 02°09'08" W
51	82°32'02"	25.00'	36.01'	32.98'	S 63°32'12" W
52	95°47'45"	25.00'	42.23'	37.39'	S 55°24'20" W
53	10°42'22"	225.00'	42.04'	41.98'	N 69°50'36" W
54	31°43'18"	275.00'	152.25'	150.32'	S 80°21'04" E
55	31°43'18"	250.00'	138.41'	136.65'	N 80°21'04" W
56	25°13'50"	225.00'	99.08'	98.28'	S 85°35'48" E
57	25°10'45"	250.00'	109.87'	108.98'	N 83°37'20" W
58	25°08'15"	275.00'	120.65'	119.69'	N 83°38'35" W
59	31°43'18"	225.00'	124.57'	122.99'	N 80°21'04" W
60	05°12'52"	275.00'	25.03'	25.02'	N 73°40'54" W
61	10°42'22"	250.00'	46.71'	46.65'	N 69°50'36" W
62	10°42'22"	275.00'	51.39'	51.31'	N 69°50'36" W
63	06°15'04"	250.00'	27.28'	27.26'	S 26°44'21" W
64	05°12'52"	275.00'	25.03'	25.02'	S 73°40'54" E
117	04°38'03"	256.00'	22.20'	22.19'	S 27°16'44" W
118	04°20'55"	256.00'	19.43'	19.42'	S 22°37'15" W

JULY 28, 2006  
REVISED SEPTEMBER 16, 2006VALLEY  
ENGINEERING-SURVEYING-PLANNING  
3031 PEOPLES DRIVE  
HARRISONBURG, VIRGINIA 22801  
TELEPHONE (540) 434-8365

8049C12.DWG

Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs

FILE #8049-1, EXP. #3732-4

SHEET 12 of 14



# METES & BOUNDS DESCRIPTION - 5.000 ACRES of LAND

**BEGINNING** at an iron pin found in the southern line of Blue Stone Hills Drive; thence with the said southern line of Blue Stone Hills Drive **S 75° 11' 47" E 54.55'** to an iron pin set, a new corner, said pin being a point on a curve to the right, said curve having a **RADIUS of 250.00'** and a **DELTA of 21° 01' 14"**; thence leaving said Blue Stone Hills Drive and with eight new division lines, with the **ARC** of said curve a distance of **91.72' CHORD S 27° 51' 05" W 91.21'** to an iron pin set, said pin being the point of reverse curvature, said reverse curve having a **RADIUS of 250.00'** and a **DELTA of 14°44'53"**; thence with the **ARC** of said reverse curve a distance of **64.36' CHORD S 30° 59' 16" W 64.17'** to a point; thence **N 70° 25' 33" W 120.62'** to a point; thence **N 86° 01' 08" W 58.52'** to a point; thence **N 03° 58' 52" E 20.65'** to a point; thence **N 86° 01' 08" W 127.28'** to a point; thence **S 03° 58' 52" W 45.00'** to a point; thence **N 86° 01' 08" W 122.72'** to a point; thence **N 87° 52' 00" W 141.50'** to a point in the line of the lands now or formerly in the name of James M. Jackson; thence with said Jackson **N 18° 30' 24" E 376.25'** to an iron pin found, said pin being a corner to Lot 1, Section 7, Bluestone Hills Subdivision; thence with said Lot 1, Section 7, Bluestone Hills Subdivision **N 83° 47' 17" E 520.99'** to an iron pin found in the western line of Deyerle Avenue; thence with the said western line of Deyerle Avenue **S 03° 42' 11" E 28.42'** to an iron pin found, said pin being the point of curvature of a curve to the right, said curve having **RADIUS of 1,025.00'** and a **DELTA of 11° 42' 39"**; thence with the **ARC** of said curve a distance of **209.50' CHORD S 02° 09' 08" W 209.14'** to an iron pin found, said pin being the point of intersection of the said western line of Deyerle Avenue with the northwestern line of the aforementioned Blue Stone Hills Drive, said pin also being the point of compound curvature, said compound curve having a **RADIUS of 25.00'** and a **DELTA of 96° 47' 45"**; thence with the said northwestern line of Blue Stone Hills Drive with the **ARC** of said compound curve a distance of **42.23' CHORD S 56° 24' 20" W 37.39'** to an iron pin found; thence **S 14° 48' 13" W 50.00'** to the **BEGINNING** containing **5.000 ACRES of LAND.**

July 28, 2006

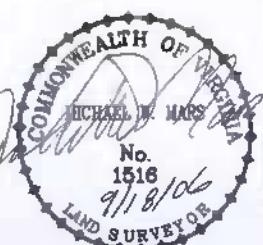
Revised September 18, 2006

8049C12-MB1

Order: KH378P8P9  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
Document not for resale  
HomeWiseDocs

File #8049-1, Exp. #3732-4

Sheet 13 of 14



## OWNER'S CONSENT & DEDICATION:

**KNOW ALL MEN BY THESE PRESENTS** that the subdivision of land as shown on Sheets 1 thru 12 containing **5.000 ACRES** of **LAND** and designated as "**FINAL PLAT THE TOWNES at BLUESTONE, SECTION ONE**". situated in the City of Harrisonburg, Virginia is with the free consent and in accordance with the desires of the undersigned owner thereof. The said **5.000 ACRE** parcel of land hereby divided being all of the property conveyed to Rocktown Developments, INC by Rocktown Land Company, LLC in a deed dated August 21, 2006 and recorded in Instrument No. 2006-00029025 and in Deed Book 2937, Page 546 in the Office of the Clerk of the Circuit Court of Rockingham County, Virginia.

Various existing public and private storm drainage easements as shown on sheet 9 are hereby vacated. New public utility easements, new public waterline easements, new public drainage easements, new public sanitary sewer easements and the area designated as Blue Stone Hills Drive (Extended) as shown on Sheets 1 thru 11 are hereby dedicated for public use, pursuant to Deed of Easement to the City of Harrisonburg dated September 18, 2006.

Given under my hand this 31 day of October, 2006.

Rocktown Developments, INC

By: John T. Vickrey  
Its: Pres. 1800

Rocktown Land Company, LLC

By: John J. Vicker  
Its: Manager Member

COMMONWEALTH of VIRGINIA  
CITY / COUNTY of Winchester to Wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this  
31 day of October, 2006 by: James J. Vickers,  
its: President/Secretary for Rocktown Developments, INC. and  
by: James J. Vickers its: Managing Member for Rocktown Land  
Company, LLC.

My Commission Expires Dec. 31, 2009

Jeannie Garrett  
Notary Public

## APPROVALS

The subdivision known as "**FINAL PLAT THE TOWNES at BLUESTONE, SECTION ONE**" is approved by the undersigned in accordance with the existing regulations and may be admitted to record.

Date

Director of Planning and Community Development

The City of Harrisonburg, Va. does hereby approve the vacation of the existing 15' public storm drainage easement as shown in detail "B" on sheet 9.

11/06/

Order: Manager - City of Harrisonburg, Virginia  
Address: 2237 Deyerle Ave  
Order Date: 02-18-2019  
18, 2006 Document not for resale  
HomeWiseDocs File #8049-1, Exp. #3732-

