

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

THIS DECLARATION, made on this 21st day of March, 2008, by **GREENDALE ROAD, LLC**, a Virginia limited liability company, Grantor, hereinafter referred to as “Declarant”, as the Owner and Proprietor of certain real property located on Greendale Road, in the City of Harrisonburg, Virginia, and being shown as a tract or parcel of land containing 11.133 acres more or less, and shown on the plat entitled “The Crossings, Section One”, made by Hal T. Benner, L.S., dated February 19, 2007, revised July 19, 2007, revised August 13, 2007, and revised March 19, 2008, (the “Plat”), which is of record in the Clerk’s Office of Rockingham County, Virginia immediately prior hereto. All land shown and described on said Plat shall be referred to herein as the “Properties”; and

WITNESSETH:

WHEREAS, Declarant will convey the said Properties, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth.

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

Section 1.8. "Roads" or "Streets" shall mean all those streets, road, and drives as shown on the Plat, which shall be constricted to VDOT street standards and dedicated to public use.

ARTICLE II
COMPOSITION OF ARCHITECTURAL REVIEW COMMITTEE

Section 2.1. Composition of Architectural Review Committee. The Architectural Review Committee shall initially be composed of the Members of Greendale Road, LLC, a Virginia limited liability company. A majority of the Committee may designate a representative or representatives to act for it. Upon the sale of 90% of the lots in the subdivision, the Architectural Review Committee, consisting of at least three (3) in number, shall be elected by the record title Owners of all Lots in said subdivision, each Lot having one (1) vote in such election. Such election may be called by any one (1) Lot Owner in such subdivision by giving thirty (30) days written notice to all other Owners at the address then listed with the Treasurer of Rockingham County and Harrisonburg City governmental subdivision having real estate tax jurisdiction over said subdivision.

Section 2.2. Authority of Architectural Review Committee. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Said compliance shall be limited to the scope and character of the improvements or alterations contained in the plans and specifications submitted to the Committee.

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

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or

entities who hold an interest merely as security for the performance of an obligation. No Lot Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

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

3.2.1. Class A. Class A members shall be all those Owners as defined in Article One with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article Three. When more than one (1) person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Owners shall not be entitled to vote until their Lot is subject to assessment.

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

Section 3.3. Association's Board of Directors. The business of the Property Owners' Association shall be managed by its Board of Directors. The initial number of directors shall be three (3). Developer shall appoint said initial directors, who are not required to be Lot Owners, until such time as ninety percent (90%) of the Lots are independently owned. At that time, the directors shall be elected annually by and from the membership with voting privileges as set forth in Article Three, Section 3.2.

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

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

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

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

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and relating to the use and enjoyment of the homes situated upon the Properties. The assessments levied by the Association shall also be used to cover the expenses related to the ownership, maintenance, and use of the Common Areas.

Section 4.3. Basis of Annual Assessments. The initial annual assessment shall be set at ONE HUNDRED and NO/100 DOLLARS (\$100.00) per Lot, and shall commence upon the conveyance of a Lot from the Declarant and shall be prorated for the remainder of the assessment year from the time of such conveyance. Thereafter, upon a two thirds vote of the Board of Directors the annual assessment may be increased by an amount not to exceed FIFTY and NO/100 DOLLARS (\$50.00) per Lot in order to meet current and future maintenance costs and operational responsibilities. If the

Board of Directors has not increased the annual assessment, three (3) years from the date of filing of this Declaration, the annual assessments shall automatically increase to ONE-HUNDRED and FIFTY and NO/100 DOLLARS (\$150.00) per Lot on the annual assessment period beginning January 1, 2011.

Section 4.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors shall have the authority as provided by Section 55-514 of the Code of Virginia, as amended, to levy in any assessment year a special assessment applicable to that year only, if the purpose in so doing is found by the Board to be in the best interests of the Association. A special assessment must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members in accordance with the Association's bylaws. Pursuant to Section 55-514 of the Code of Virginia, as amended, a special assessment may be rescinded or reduced upon a majority of votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members in accordance with the Association's bylaws; provided that such meeting to rescind or reduce the special assessment is held within sixty (60) days of notice of the meeting.

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

Section 4.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis. Special assessments shall not be made more than once per year and shall not exceed one hundred fifty percent (150%) the amount of the annual assessments.

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

demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4.8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the current legal rate, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may perfect the lien against the property, pursuant to Section 55-516 of the Virginia Code. Interest, costs, and reasonable attorney's fees of any such action shall also be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 4.9. Subordination of the Lien to Deeds of Trust. Pursuant to Section 55-516 of the Code of Virginia, as amended, the lien of the assessments provided for herein shall be subordinate to (i) real estate tax liens on the Lot, (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien; provided, however, that mechanics' and materialmen's liens shall not be affected by this Section 4.9. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, which is subject to any deed of trust as set forth in subsection (iii) above, pursuant to a foreclosure thereunder, or a deed in lieu of foreclosure pursuant thereto, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or for the lien thereof.

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

ARTICLE VI
EXTERIOR MAINTENANCE

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

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of The Crossings Property Owners Association, after approval by two-thirds (2/3) decision of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel and repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject, and the expense of such exterior maintenance shall become a lien upon the subject property. It is a condition of these Covenants that The Crossings Property Owners Association, is and shall be, deemed general contractor for the purpose of qualifying to file a mechanic's lien, and every Lot Owner so in default, by the acceptance of his/her deed, and those claiming under him/her, hereby agrees to pay such expense, and grants permission to The Crossings Property Owners' Association, to enter upon such Lot and make such exterior maintenance without being guilty of trespass, and said Association, its agents and employees, shall not be liable in damages to any Lot Owner except for willful and tortuous acts committed beyond the scope hereof. Any assessments under this paragraph and the preceding paragraph hereof, shall constitute liens and shall be subject to the provisions of Section 55-516 of the Code of Virginia, as amended.

ARTICLE VII
USE RESTRICTIONS

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

2. No building, freestanding garage, detached garage, trailer, tent, or other structure may be erected, built, or permitted to remain on any Lots other than one (1) single-family dwelling and one (1) detached, storage building. All storage buildings must be pre-approved by the Architectural Review Committee and must compliment the color and design of the associated residence. In no event shall any detached storage building be located in front of the rear elevation line of any residence constructed on a Lot. A single level, ranch-style, dwelling shall not be less than 1200 square feet of finished living space on the main living level. A multilevel residence not to exceed two (2) stories in height, shall contain at least 800 square feet of finished living space on the main living level, and 1200 square feet of total finished square living space above grade. All dwellings shall have rooflines with a minimum of a 6 / 12 pitch.

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

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

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

6. No accessory structures, permanent or temporary shall be permitted on any lot or common area, without association approval. The association shall have the authority to require screening and/or landscaping with any such approval. Accessory structures shall include but not be limited to: trampolines, sports structures, barbeque pits, swimming pools, etc.

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

8. All fencing erected on any Lot must be pre-approved by the Architectural Review Committee. No metal fences shall be permitted on any Lot, unless in the case of construction of a new residence, metal fencing shall be temporarily erected on such Lot for the purpose of maintaining a safe construction and building site. No fence shall extend past the front elevation line of any residence constructed on a Lot.

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

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

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

12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other usual household pets may be kept, provided that they are not kept, bred, or maintained for commercial or charitable purposes, or in unusual numbers. All household animals kept on a Lot must be housed indoors. All domestic animals shall be kept on a leash while on the Roads or Common Areas on the Properties. Owners and their guests shall be responsible for collection and proper disposal of animal waste on the Property, including the Streets and Common Areas therein.

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

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

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

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

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

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

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

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

21. Inasmuch as the enforcement of the provisions hereof is deemed essential for the implementation and preservation of the general plan of

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

22. The cost and expenses incidental to the abatement of any violation hereof, and the removal and correction of any offending structure or condition shall be paid by the Owners of the offending property, and the amount thereof until paid shall constitute a lien upon such offending property, in favor of Association, inferior only to such liens as prescribed in Section 55-516 of the Code of Virginia, as amended.

ARTICLE VIII PRIVATE ACCESS EASEMENT

Section 8.1. There is hereby granted, reserved and conveyed to Lots 1, 2, 3, and 4, their heirs, successors and assigns, a private access easement as shown upon the plat recorded herewith for The Crossings, Section One, to be used as the exclusive means of ingress and egress to and from Ramblewood Road to the aforesaid lots. The Owners of said Lots shall be responsible for the maintenance, upkeep, repair, resurfacing, snow removal, etc. of the roadway, slopes, and ditches within the aforesaid easement.

Section 8.2. The Owners of the Lots benefiting from the driveway shall maintain the roadway from Ramblewood Road within the private access easement. The said easement shall be maintained, meeting municipal standards for a common driveway with asphalt paving or concrete and appropriate ditching and grading along the shoulders of the roadway to provide adequate storm water management.

Section 8.3. The Owners of the aforesaid Lots shall determine among themselves the standard of maintenance and upkeep that they desire for the roadway. In the event of disagreement, the cost of maintenance, repair, upkeep, and snow removal shall be divided evenly. Said apportioned cost shall constitute an assessment against the Lot and if unpaid for more than thirty (30) days, may be reduced to judgment and a lien against the property.

In such event, the defaulting Lot Owner shall bear the cost of any enforcement, attorneys' fees and other costs associated with said collection.

ARTICLE IX
SHARED ACCESS EASEMENT

Section 9.1. There is hereby granted, reserved and conveyed to each of the following Lot Owners, their heirs, successors and assigns, a shared access easement as shown upon the plat recorded herewith for The Crossing, Section One, to be used as the exclusive means of ingress and egress to and from Greendale Road to the aforesaid lots. The Owners of said Lots shall be responsible for the maintenance, upkeep, repair, resurfacing, snow removal, etc. of the roadway, slopes, and ditches within the aforesaid easement. The access easements are as follows:

9.1.1. An ingress and egress easement twenty (20) feet in width centered on the property line between Lot 22 and Lot 23 for the exclusive benefit of Lot 22 and Lot 23.

9.1.2. An ingress and egress easement twenty (20) feet in width centered on the property line between Lot 24 and Lot 25 for the exclusive benefit of Lot 24 and Lot 25.

9.1.3. An ingress and egress easement twenty (20) feet in width beginning on the western twenty (20) feet of Lot 26 to a depth of thirty (30) feet, then holding a twenty (20) foot width and curving westerly to center on the property line between Lot 26 and Lot 27 for the exclusive benefit of Lots 26 and 27.

Section 9.2. Each Lot Owner shall share the cost of maintenance and repair apportioned according to that portion of the right-of-way each Lot Owner uses. For example, if Lot 22 uses only a portion of the twenty-foot right-of-way, which is shared with Lot 23 as noted on the plat, Lot 22 shall be responsible for its proportionate share of maintenance from the point of entry onto the right-of-way to Greendale Road.

Section 9.3. The Owners of the Lots benefiting from the driveway shall construct the roadway from Greendale Road within the shared access easement. The said easement shall be constructed in a good workmanlike

manner, meeting standards for a common driveway with asphalt paving or concrete and appropriate ditching and grading along the shoulders of the roadway to provide adequate storm water management. Payment for the initial construction of the driveway shall be paid in one of the following ways:

The Lot Owners using each joint right-of-way shall share the cost equally if the driveway is constructed with the consent of those Owners.

If one Lot Owner has the driveway constructed and pays for such, then, when the other Lot Owner desires to use the driveway as access for his Lot, said Lot Owner shall reimburse the Lot Owner constructing the driveway an amount equal to one-half of the actual installation cost. The shared construction cost and cost of maintenance and repairs shall only be required for that portion of the right-of-way actually used by both parties to the point where either Owner's driveway leaves the easement.

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

Section 9.4. The Owners of the aforesaid Lots shall determine among themselves the standard of maintenance and upkeep that they desire for the roadway. In the event of disagreement, the cost of maintenance, repair, upkeep, and snow removal shall be divided evenly. Said apportioned cost shall constitute an assessment against the Lot and if unpaid for more than thirty (30) days, may be reduced to judgment and a lien against the property. In such event, the defaulting Lot Owner shall bear the cost of any enforcement, attorneys' fees and other costs associated with said collection.

ARTICLE X EASEMENTS

Section 10.1. Utility Easements. Easements for installation and maintenance of utilities, walkways, driveways, drainage facilities, sanitary sewer, water line, street lights, and community entrance sign and fencing and

access to all Lots are reserved as shown or described on the Plat and designated thereon respectively as Public or Private Drainage, Utility, Sanitary Sewer, Detention, Sidewalk, Construction, Maintenance, Guy Wire and Water Easements. Easements for utilities and maintenance of utilities are reserved over the Lots in The Crossings development as necessary for the benefit of said Lots, said locations to be designated by Declarant. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may obstruct or interfere with the installation and maintenance of said utilities or which may obstruct or interfere with the installation and maintenance of said utilities or access to Lots. The easement area within each Lot shall be maintained constantly by the Owner of said Lot, except those easements for which a public authority, utility company, or municipality is responsible.

Section 10.2. Easements of the Association. There is hereby reserved to the Association such easements as are necessary to perform the duties and obligations of the Association, including such access easements as are necessary for ingress, egress, and maintenance of the Common Areas and Landscaping Easements.

Section 10.3. Pipes, Ducts, Cables, Wires, Conduits. Each Owner shall have an easement in common with the Owners of all other Lots to use pipes, wires, ducts, cables, conduits, telephone, and public utility lines. The Association, its agents, and such telephone, electric, and other utility companies as may be appropriate, but no other person or entity without the consent of the Owner, shall have the right of access to each Lot to inspect the same, to remove violations therefrom, and to maintain, repair, or replace same.

Section 10.4. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall run with the land for the use and benefit of the Lots superior to all other encumbrances which may hereafter be applied against or in favor of the Properties or any portion hereof.

Section 10.5. Declarant's Easements to Correct Drainage. For a period of five (5) years from the date of submission of each Lot to this Declaration, the Declarant reserves an easement and right on, over, and under the ground within each Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and

appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, to perform any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as nearly as is practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 10.6. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Declarant or Builders are engaged in developing or improving any portion of the Properties, the Declarant and Builders and their employees, agents, and assigns shall have an easement of ingress, egress, and use over any portion of the Properties not conveyed as a Lot to an Owner for occupancy for (i) movement and storage of building materials and equipment, (ii) erection and maintenance of directional and promotional signs, and (iii) conduct of sales activities, including maintenance of model Units. Such easement shall be subject to such rules as may be established by Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of Properties.

Section 10.7. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot (i) to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (ii) to perform such maintenance as is required by this Declaration or the Supplementary Declaration for such Lot, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

Section 10.8. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers and fire and rescue personnel as is needed to carry out their duties, including enforcement of cleared emergency vehicle access.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 11.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to the Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the then current Lot Owners. Any such amendments or modifications shall be clearly stated in writing and attached to and recorded in the public records with an affidavit by the Association President and Secretary that the owners signing are the Owners of Lots at the time of signing, and that they represent 60% of the then record Owners of the Lots. The Declarant may, without other approvals, and at its sole discretion, alter or amend this Declaration as needed for the benefit of The Crossings by recording such amendment in the public records.

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

GREENDALE ROAD, LLC,
a Virginia limited liability company

By: _____
Eric E. Adamson, Member

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by Eric E. Adamson, Member of Greendale Road, LLC, a Virginia limited liability company, on behalf of said company.

Notary Public

My Commission expires: _____.

Registration No. _____

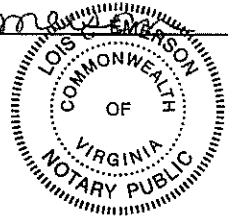
GREENDALE ROAD, LLC,
a Virginia limited liability company

By: *Keith May*
Keith May, Member

COMMONWEALTH OF VIRGINIA,
CITY COUNTY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me this 21 day of March, 2008, by Keith May, Member of Greendale Road, LLC, a Virginia limited liability company, on behalf of said company.

Lois C Emerson
Notary Public



LOIS C. EMERSON
NOTARY PUBLIC
COMMONWEALTH
OF VIRGINIA
My Commission Expires
November 30, 2009

My Commission expires: November 30, 2009
Registration No. 359799

GREENDALE ROAD, LLC,
a Virginia limited liability company

By: _____
Richard Blackwell, Member

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by Richard Blackwell, Member of Greendale Road, LLC, a Virginia limited liability company, on behalf of said company.

Notary Public

My Commission expires: _____
Registration No. _____

**CONSENT OF MORTGAGEE TO
DECLARATION FOR THE CROSSINGS**

THIS CONSENT OF MORTGAGEE, is made as of _____, 2008, by **PLANTERS BANK & TRUST COMPANY OF VIRGINIA**, whose address is Harrisonburg Commercial Lending Center, 24 South Augusta Street, Staunton, Virginia, 24401 (“Mortgagee”), and **SUSAN S. BROWN** and **ERIC K. MOORE**, residents of Virginia, whose address is 24 South Augusta Street, Staunton, Virginia, 24401, (collectively “Trustee”), either of whom may act.

WITNESSETH:

The undersigned Mortgagee, as beneficiary under a certain Deed of Trust, dated on May 17, 2007, and recorded on May 18, 2007, in Deed Book 3104, at Page 083, among the land records of Rockingham County, Virginia, as amended or supplemented from time-to-time (“Deed of Trust”) hereby consents to: (1) the execution and recordation of the foregoing Declaration for The Crossings (“Declaration”); (2) the submission of the real estate described therein to the Declaration; and (3) the subordination of the Deed of Trust to the Declaration, and for such purposes hereby directs the Trustee to join in the execution and delivery hereof.

[The remainder of this page was intentionally left blank.]

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

MORTGAGEE:

PLANTERS BANK & TRUST COMPANY
OF VIRGINIA

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA;
COUNTY/CITY OF _____, to wit

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

GIVEN under my hand and seal on _____, 2008.

Notary Public

My Commission expires: _____.

Registration No. _____

[The remainder of this page was intentionally left blank.]

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

SUSAN S. BROWN/ ERIC K. MOORE,
TRUSTEE

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

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that SUSAN S. BROWN or ERIC K. MOORE, as TRUSTEE of Planters Bank & Trust Company of Virginia, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

GIVEN under my hand and seal on _____, 2008.

Notary Public

My Commission expires: _____.

Registration No. _____

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